

## SERVICE CONTRACT

(contracts worth more than €500 inclusive of VAT or the equivalent in national currency)

The following has been agreed

BETWEEN

ANA GOMES

born on 09/02/1954, at LISBON

Member of the European Parliament, hereafter 'the Member', whose address is:

R. WIFEIJZ, 60

B-7047 BAMBELT

AND

CÍRCULO PRODIGIOSO - Unipessoal, LDA.

born on \_\_\_/\_\_\_/\_\_\_, at \_\_\_\_\_

Legally represented by (in the case of legal persons):

CARLOS VARGAS

hereafter 'the Service Provider', whose address is:

QUINTA JADE, CASA 1, RUA DA BARRADA, NAFARROS

2710-710 SINTRA, PORTUGAL

Service provider's business registration number (specify legal basis for any exemption):

513 229 078

Service provider's VAT registration number (specify legal basis for any exemption)<sup>1</sup>:

513 229 078

### PART 1: SPECIFIC TERMS AND CONDITIONS

Service category (select one category only)	<input type="checkbox"/> Category A: Local assistant in the Member State of election (only where the service provider is a natural person) <input checked="" type="checkbox"/> Category B: Clearly defined occasional services (all service provider types)
Address at which the service contract is to be performed	<u>QUINTA JADE, CASA 1, RUA DA BARRADA, NAFARROS</u> <u>2710-710 SINTRA, PORTUGAL</u>

<sup>1</sup> The services provided to the Member under this contract are not regarded as services provided to an international organisation and therefore do not qualify for the VAT exemption applying to those services.

**PART 2: DETAILED DESCRIPTION OF SERVICES**

Please give a detailed description of the tasks to be performed by the service provider.

A/ Tasks included in the *List of expenses defrayable for the purpose of parliamentary assistance*, as adopted by the European Parliament's Bureau<sup>2</sup>. If the tasks do not appear on that list, please enter them in section B below ('Other tasks').

Research on media revenues; assistance with matters regarding media relations; preparation of media presentations (TV Debates); preparation of briefing on EU and Portuguese economic issues and current affairs in general

**B/ Other tasks (where applicable):**

**C/ Performance schedule (applies only to category B (occasional) services)**

	Individual stages in the work	Deliverables	Delivery date	Cost per stage (ex. VAT)
→ 1	ANALYSIS OF NEWS PROGRAMMES,	PAPERS ON MOST IMPORTANT	EVERY SUNDAY	250 EUR/ WEEK
2	LONG READS, EDITORIALS,	TOPICS TO RAISE ON WEEKLY TV		
3	DAILY PRESS	DEBATE - RT? ?		
4				

<sup>2</sup> The list is available on the European Parliament's intranet site or may be obtained from the relevant department on request.

gives a breakdown of the overall price charged. Invoices shall be issued at the intervals, and where appropriate within the ceilings, laid down in the specific terms and conditions for this contract.

2. Where, under the applicable national law, the Service Provider is obliged to be registered for VAT, the sum given in the specific terms and conditions for this contract shall be inclusive of VAT.
3. Where this option is expressly provided for in the specific terms and conditions for this contract, and in keeping with any relevant rules under the applicable national law, on presentation of a relevant invoice the Service Provider may be reimbursed for part or all of reasonable and necessary expenses (in particular for accommodation and personal meals) incurred in respect of travel carried out at the Member's request for the sole purpose of performing the Services specified in this contract, in accordance with Article 1 hereof.
4. Travel expenses shall be reimbursed on production of the original copies of supporting documents such as rail tickets and airline tickets with boarding cards. The transport and accommodation facilities used shall be as economical and efficient as possible. Travel by air or train inside Europe shall be reimbursed on the basis of the economy class or second-class fares respectively. Travel by car shall be reimbursed on the basis of the cost of a second-class rail fare for the journey or of a flat-rate distance-based scale applied under national rules or practices approved by the tax authorities. Taxis may be used only in exceptional circumstances where there are no appropriate public-transport links, and only for short distances. The Service Provider shall make use of the most economical accommodation facilities available within an accessible distance at the time. Accommodation shall be in standard rooms only. Accommodation, subsistence and miscellaneous expenses may be reimbursed on the basis of reasonable actual cost or of a daily allowance tied to a scale applied under national rules or practices approved by the tax authorities.
5. The Service Provider shall have sole responsibility for paying all taxes and social security contributions payable under the applicable national law.

#### **Article 4 Rights and obligations of the parties**

1. Both parties undertake to implement the terms of this contract in a spirit of cooperation and with due regard for their mutual rights and obligations.
2. a) The Service Provider declares that he is not a member of the staff of a political group in the European Parliament, that he is not employed by a political party at European level or by any other body in receipt of a grant from the European Parliament, that he is not employed by any of the European Union institutions and that he will not seek to become such a member of staff or seek any such employment for the duration of this contract.  
  
b) The Service Provider also declares that none of the persons performing the Services referred to in Article 1 of this contract is employed as an assistant, under any form of contract, by the Member and that none of those persons is the spouse or partner of the Member or a relative, child, brother or sister of his or, in general, is subject to a conflict of interest.  
  
c) Without prejudice to point (a), the Service Provider is an independent contractor and shall not be restricted to providing services solely to the Member and nothing in this contract shall prevent the Service Provider from providing services to anyone else, on condition that this does not interfere or conflict with the proper provision of Services to the Member and is not detrimental to his good name or reputation.
3. The Service Provider may not act as an employment or interim agency or business placing staff at the disposal of the Member and may not place staff at the Member's disposal at any time during the performance of this contract.
4. The Service Provider undertakes to comply with all legal and professional obligations applicable to him and to his trade. He undertakes to exercise skill, care and diligence and to avoid any action or omission that could harm the Member or bring him into disrepute or that could give rise to a conflict of interest. The Service Provider shall bear sole responsibility for rectifying, at his own expense, any errors made during the performance of the Services.

the performance, management and monitoring of the contract by the European Parliament's Parliamentary Assistance Unit, without prejudice to the possible communication thereof to the bodies responsible for carrying out checks or inspections pursuant to European Union law. The Service Provider shall have the right to access his personal data and the right to rectify such data. Should the Service Provider have any queries concerning the processing of his personal data, he shall address them to the entity acting as data controller ([mep.parl.assistance@europarl.europa.eu](mailto:mep.parl.assistance@europarl.europa.eu)). The Service Provider shall have the right of recourse at any time to the European Data Protection Supervisor ([edps@edps.europa.eu](mailto:edps@edps.europa.eu)).

#### Article 8 Applicable law and settlement of disputes

1. This contract shall be governed by the law specified in the specific terms and conditions for the contract.
2. Disputes shall be settled in accordance with the applicable law, as established in paragraph 1.
3. Should any provision of this contract be held to be invalid, it shall be severed and the remaining provisions shall continue to have full force and effect.

#### Article 9 Miscellaneous

1. Alterations to the provisions of this contract may be made only with the written agreement of both parties.
2. The Member shall, without delay, forward a copy of this contract and of all subsequent alterations and agreements thereto to the Paying Agent responsible for managing the contract.
3. In this contract, unless the context otherwise requires, words in the singular include the plural and vice-versa, words importing any gender include any gender, and references to persons cover all persons natural and legal.

Done at: Lisbon

on 20 / 1 / 20 17

António Martins Gomes

The Member

Carlos Dargatzis \*

The Service Provider

\* Legal Representative for  
Círculo Prodígioso - Unipessoal, Lda.

PA-REQU-SPA

30-01-2017

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 30-01-2017  
 MK  
 MEPs' PORTAL  
 European Parliament  
 FORM B/2.2 A  
 V6 - 01/12/2016

**ESTIMATE AND APPLICATION FOR THE DEFRAIYAL OF EXPENSES RELATING TO SERVICE PROVIDERS WITHOUT COMPETITIVE TENDERING**

*(for services for an amount not exceeding EUR 60 000 incl. VAT, or the equivalent in a national currency, on a cumulative basis in the event of successive contracts)*

I, the undersigned ANA GOMES, Member of the European Parliament, request the defrayal of expenses resulting from the services described below:  
 to assist me personally OR  
 to assist the following group for which I act as Member authorised to sign contracts (state name of group): \_\_\_\_\_

**DETAILS OF THE SERVICES**

Local assistant in the Member State of election under Article 34(1)(b) IMMS<sup>1</sup> (only for service providers that are natural persons)

Clearly-defined occasional services (all service provider types) under Article 34(5) IMMS

Start date of contract: 07/02/2017 End date of contract: 07/02/2018

**SERVICE PROVIDER'S DETAILS**

<b>Service Provider (Natural person)</b>	Surname: <u>VARGAS</u> First name: <u>CARLOS</u> Gender: <input checked="" type="checkbox"/> Male <input type="checkbox"/> Female Date of Birth: <u>31/05/1945</u> Place of birth (Town - country): <u>LISBOA - PORTUGAL</u> Nationality: <u>Portuguese</u> Mother tongue: <u>Portuguese</u>
<b>Service Provider (Legal person)</b>	Company name: <u>Círculo ProdigiOSO - UniPessoal LDA.</u> Legal representative: Surname: <u>VARGAS</u> First name: <u>CARLOS</u>
<b>BUSINESS/HEAD OFFICE ADDRESS:</b>	
Street and house number: <u>Quinta Jade, Casa 1, Rua da Barrada, Nafarrois</u>	
Town/city: <u>SINTRA</u> Post code <u>2710-710</u> Country: <u>Portugal</u>	
Telephone number: <u>(351) 314818827</u> Fax: ( ) _____	
Email address: <u>carlos.vargas.mail@sapo.pt</u>	

<sup>1</sup> Implementing Measures for the Statute for Members of the European Parliament.

**ANNEX 1: DECLARATION BY THE PAYING AGENT**

**CHECKLIST**

- Does this draft contract follow the model contract proposed by the European Parliament?  
 YES  NO  ⇒ Please complete the box on the next page
- The amounts shown below are consistent with the fees stated in the draft contract. YES
- The VAT number provided by the service provider is valid. The service provider has valid legal status. YES
- The contract does not include clauses creating a link of subordination between the Member and the service provider (the contract cannot be considered to be a disguised employment contract). YES
- The description of the services and the other clauses of the contract will allow an appropriate verification of evidence of the work done with regards to the principle of value-for-money. YES
- To the best of my knowledge, this contract does not cause a conflict of interests. In particular, there is no professional or family link between the service provider and the paying agent. YES
- To the best of my knowledge, the tasks are to be carried out solely to support the Member in his/her mandate. YES

**PAYMENTS**

(These amounts will be blocked against the Member's overall allowance)

Timing of payments	Payment period
<input type="checkbox"/> Single payment <input type="checkbox"/> Annual payment <input checked="" type="checkbox"/> Quarterly payment <input type="checkbox"/> Monthly payment <input type="checkbox"/> Other (specify month and year of payment)	Currency: <u>EUR</u> Amount excl. VAT: _____ Amount incl. VAT: <u>3000 EUR</u>

**BANK DETAILS FOR PAYMENT**

Account holder: Circulo Prodigioso - UNIPERSONAL, LDA.


IBAN: PT50-0033-0000-45459085433-05

BIC: BCOMPTPL

Name of bank: Millennium bcp

I hereby confirm that all the information supplied with this application is correct and complies with the applicable national law.

Date: 30 / 07 / 2017

  
 Paying agent's signature

(for tailor-made contracts, please complete the next page)

**ANNEX 2: CONFLICTS OF INTEREST AND OTHER ACTIVITIES**

**SERVICE PROVIDER'S DECLARATION**

I, the undersigned,

Mrs /Mr Surname: JARGAS First name: CARLOS

Legal representative of the company: CIRCULO PROD. GIOSO - UNIPESSOAL, LDA.

Declare that my provision of services for the Member named herein above will not give rise to any conflict of interest<sup>2</sup> with that Member's personal interests or with the financial interests of the European Union.

Undertake immediately to inform the Member, during the provision of those services, of any situation considered a conflict of interest or liable to result in a conflict of interest.

Specifically:

**CASE 1 as a natural person providing local assistant services in the Member State of election**

I undertake to relinquish for the duration of my contract as a local assistant any direct or indirect involvement – even unpaid – with any organisation which pursues political objectives, such as a political party, foundation, movement or parliamentary group, which might be such as to impede the performance of my duties as an assistant or give rise to a conflict of interests,

AND declare on my honour that currently I am not involved in any paid or unpaid outside political activities (or, alternatively, declare the following to be all the paid or unpaid political activities and/or other paid outside activities in which I am involved:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_)

**CASE 2 as the representative of a legal person providing services**

I certify that none of the persons involved in the provision of these services are an assistant of the Member or a member of their family and that they have no conflict of interests in respect of the Member.

I also acknowledge that I have been informed of the arrangements for the publication of assistants' names on the European Parliament website.

Date: 20 / 01 / 2017

Carlos Jargas\*

Service provider's signature

\* Legal Representative for

**DECLARATION BY THE MEMBER**

Circulo Prod. Gioso - Unipessoal, Lda.

I declare that I have read the declaration made by the service provider and hereby undertake to ensure that, in the performance of their duties, they are not placed in a situation likely to give rise to a conflict of interests.

Date: 30 / 01 / 2017

António António Jargas  
Member's signature

<sup>2</sup> A conflict of interest may arise in particular as a result of economic interests, family or emotional ties, or any other relevant connection or shared interest.

## ANNEX 4: DRAFT CONTRACT

- OPTION 1: Model contract proposed by Parliament**  
⇒ only attach pages 1 to 3 of the model contract, completed but not signed, for the service in question (including the specific terms and conditions and the detailed description of the services)
- OPTION 2: Tailor-made contract**  
⇒ attach the whole of the draft contract

### Important notes:

1. It is important for this form be completed correctly and accurately so that the required information is provided in the application for defrayal. The relevant EP department will make an in-depth assessment of the application. Should the application be refused, the Member will be informed within a period not exceeding 8 working days from the date the application was submitted. This period may be extended in special circumstances, in which case the Member will be notified in advance and asked to provide information that enables the necessary changes to be made. Members are strongly recommended to wait until the period in question has elapsed before meeting the expenses involved by the service provider.

### 2. Applicable articles of the Implementing Measures for the Statute for Members (IMMS)

#### Article 43 IMMS: Non-reimbursable expenses

The sums paid pursuant to this chapter may not be used directly or indirectly:

- a) to finance contracts concluded with an organisation pursuing a political objective, such as a party, foundation, movement or parliamentary political group;
- b) to cover expenses which may be reimbursed under other allowances provided for by these implementing measures or other provisions of Parliament's Rules of Procedure;
- c) to cover expenses incurred in connection with a contract for the provision of services where this may give rise to a conflict of interests, in particular in cases where a Member or one of the persons referred to in point (d):
  - is the sole or part owner of a company or a profit-making organisation which acts as his or her service provider,
  - sits on the board of directors or another executive body of a company or profit-making organisation which acts as his or her service provider,
  - has access to the bank account of his or her service provider,
  - has an interest in or obtains a financial benefit of any kind from the activities of his or her service provider;
- d) to fund contracts providing for the employment or the use of the services of Members' spouses or stable partners or their parents, children, brothers or sisters or, in general, giving rise to any possibility of a conflict of interest as defined in Article 62.

#### Article 62 IMMS: Principle of the use of funds

1. The sums paid pursuant to these implementing measures, on the basis of the provisions of Title I, Chapters 4, 5 and 6, shall be reserved exclusively for the funding of activities linked to the exercise of a Member's mandate and may not be used to cover personal expenses or to fund grants or donations of a political nature.
  - 1a) Members involved in budget implementation shall not take any action which may bring their own interests into conflict with the financial interests of the Union. A conflict of interests exists where the actions of Members are unduly influenced for reasons involving family, emotional life, economic interest or any other shared interest with a recipient.
2. Members shall pay back any unused amounts to Parliament except where they are defrayed in the form of a lump sum.