

DRAFT

Annex IV

**FRAMEWORK CONTRACT (hereinafter “contract”)
CONTRACT REF. EEA/ADM/03/002**

The European Environment Agency, hereinafter called “the Agency”,
Whose official address and contact person are:

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- Tommi Multala

Which, for the purpose of the signature of this contract, is represented by Mr Gordon
McInnes, Interim Executive Director of the Agency,

Of the one part,

And [Name of the contractor]

Hereinafter referred to as “the contractor”

Whose official address is:

(Optional for framework contracts based on order forms:

Whose bank account no is:

With[Name of establishment, city, bank identification
code])

Represented by: [Name of the signatory] ,
.....[Position of the signatory],

Of the other part,

Have agreed as follows:

ARTICLE 1 – SUBJECT

In the framework of this contract, the contractor hereby undertakes, subject to the conditions laid down in this contract and the annexes thereto, which form an integral part thereof, and in accordance with the order forms placed for its execution, to perform the following tasks:

The description of work is set out in Annex I.

ARTICLE 2 - DURATION OF CONTRACT

1. This contract is concluded for an initial period of 24 months with effect from the date on which it is signed by both parties.
2. It may be renewed tacitly, each time for a period of one year. It may be terminated by either of the parties by sending the other party a registered letter no later than 6 months before the expiry of the contract period.
3. The total duration of the contract cannot exceed four consecutive years.
4. Once the contract has expired:
 - a. No new order may be placed
 - b. The provisions of the contract shall continue to apply to any order still in force until the date of its expiry.
5. Orders shall enter into force no earlier than the date on which they are signed. Their validity shall not extend beyond one year from the date of expiry of the contract.

ARTICLE 3 – FINANCIAL PROVISIONS

1. Prices shall be expressed in euro (€) and shall not be affected by any changes in the rate of the euro against other currencies. Prices shall be fixed and not subject to revision for the first year of performance of the contract. Prices shall not vary according to the amount of services requested.
2. The Contractor may not assign financial claims on the Agency.
3. Invoices shall indicate the contract number and shall be sent to the Agency at the address and to the contact person as referred above.
4. Payments shall be made into the *contractor's* bank account as mentioned in this framework contract.

ARTICLE 4 - REVISION OF PRICES

Prices shall be fixed and not subject to revision for the Orders issued during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, prices may be partially revised [80%] upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. Orders are issued on the basis of prices in force at the date of their signature. Such prices are not subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index [complete¹] published for the first time by [the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics)].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + \frac{0,8 Ir}{Io} \right)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month [in which the validity of the tender expires] [of the final date for submission of tenders];

Ir = index for the month [corresponding to the date of receipt of the letter requesting a revision of prices] or [in which the adapted prices take effect].

ARTICLE 5 – IMPLEMENTATION OF THE CONTRACT

1. Whenever the Agency wishes tasks to be performed in accordance with article 1, it shall send an order form to the contractor specifying the terms and conditions, including at least its duration of validity, the period of performance, the price, timetables for delivery, and place of delivery.
2. Within 15 working days upon receipt by the Agency of the order, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of this order and acceptance of the terms and conditions.
3. The order takes effect as from the date it has been signed by both parties.

¹ Specify the consumer price index e.g.:

- "MUICP": (eurozone) for a Contract expressed in euro (as a general rule);
- "EICP": (EU-15) when the Contract is executed in the European Union (outside the euro zone);
- consumer price index of the State in whose currency contract price is expressed in the Contract :
 - a) index of the State where the Contractor is mainly based or
 - b) index of the State where the goods will be made or
 - c) index of the State where the goods will be supplied.

ARTICLE 6 - GENERAL CONDITIONS

1. The Contractor hereby declares that he is familiar with and accepts the “General terms and conditions applicable to contracts awarded by the European Environment Agency”, which shall apply in respect of all matters not specifically covered by this contract or the annexes, and govern order forms placed under it.
2. Signature of the contract does not place the Agency under any obligation whatsoever to send an order form. It does not confer on the contractor any exclusive right to perform the tasks referred to above.
3. Acceptance of this contract and conclusion of orders resulting from it imply that the Contractor waives all other terms of business.

ARTICLE 7- TERMINATION

1. The Agency may terminate this contract and any order forms placed under it, in whole or in part, with immediate effect and without being required to pay compensation in the event of a judicial settlement order, bankruptcy or liquidation.
2. If the contractor fails to perform his obligations under order forms placed pursuant to this framework contract, the Agency may suspend payment.
3. In the event of such failure, the Agency may, after notice has been given and if no action has been taken by the contractor within fifteen working days, terminate the contract and any order form placed under it, by registered letter with acknowledgment of receipt.

ARTICLE 8 – ADMINISTRATIVE PROVISIONS

All communications, reports, and complaints concerning the performance of this contract or arising from an order shall be in written form and indicate its number as well as its subject and shall be sent to the address of the contracting party and where relevant for the attention of the contact person as mentioned above.

ARTICLE 9 – TAXATION

1. The Agency is exempt from duties, levies and taxes, including value added tax, pursuant to Article 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities and the Headquarters Agreement between the Agency and the Government of Denmark of 17 August 1995. The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the

goods and services required for the performance of the contract are exempt from tax and customs charges, including VAT.

2. The VAT number of the Agency is: DK 18 13 98 39.

ARTICLE 10 - ANNEXES

1. The following are annexes to this contract:

- Annex I Description of services
- Annex II General terms and conditions applicable to contracts awarded by the Agency
- Annex III Identification sheet
- Annex IV Tender

In case of conflict between the provisions of the contract and those of the orders, the provisions of the latter shall take precedence.

In case of conflict between the provisions of the above-mentioned annexes and either of these documents, the latter shall take precedence.

For the contractor:

For the Agency:

[.....]

Gordon McInnes

Signed in duplicate in English
in on[Date]

Signed in duplicate in English
in Copenhagen on[Date]

