

DRAFT SERVICE CONTRACT No. XXXX/BXXXX.EEA.XXXXX

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

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- Ronan Uhel

Which, for the purpose of the signature of this contract, is represented by Mr Colin Martin, Acting Programme Manager, acting pursuant to a delegation of the Executive Director of the Agency,

Of the one part,

And [Name of the contractor]

Hereinafter referred to as “the contractor”

Whose official address is:

Whose bank account no is:

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

VAT registration number:.....

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, to perform the following tasks:

Framing and assessments of the main interactions between Europe’s environment and worldwide developments

The description of work is set out in Annex I.

Article 2 – Duration

1. This contract shall enter into force from the date on which it has been signed by the contracting parties.
2. This contract is awarded for a period of 11 months.

Article 3 - Financial provisions

1. In consideration of the services performed under this contract, the Agency shall pay to the contractor a sum of up to a maximum of EURO[Amount in figures] ([Amount in words]) (VAT Excluded) covering all expenses incurred in the course of execution of this contract, including all travel and subsistence expenses.
2. Subject to the condition that they would not lead to exceed the maximum amount of the contract as mentioned above, unforeseen travel and subsistence expenses in connection with missions carried out at the specific request and with the prior written authorisation of the Agency shall be reimbursed to the contractor.
3. Payments shall be made as follows:

- a) Concerning the sums agreed in paragraph 1;

EURO[Amount in figures], payable within 30 calendar days upon receipt by the Agency of a request for pre-financing following the signature of the contract (30 %),

EURO[Amount in figures], payable within 30 calendar days upon approval by the Agency of the second draft of the assessment report, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying the interim payment request (40 %),

And EURO[Amount in figures] payable within 30 calendar days upon approval by the Agency of the final report, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying the final payment request (30 %).

The time allowed for approval of the reports may not exceed 45 days as from the date of their receipt by the Agency.

- b) 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 to the contractor into the bank account mentioned above.

Article 4 – General conditions

This contract shall be governed by the General terms and conditions applicable to contracts awarded by the European Environment Agency as laid down in Annex II to this contract.

Article 5 – Administrative provisions

All communications, reports, and complaints concerning the performance of this contract shall be in written form and indicate its number as well as its subject, and shall be sent to the address of the interested contracting party and, where appropriate, to the contact person as mentioned above.

Article 6 – Taxation

1. The contractor shall have sole responsibility for compliance with the tax laws which apply to him.
2. 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.
3. The VAT number of the Agency is: DK 18 13 98 39.

Article 7 – Annexes

1. The following are annexes to this contract:

Annex I	Description of work
Annex II	General terms and conditions applicable to contracts awarded by the Agency
Annex III	VAT exemption form
Annex IV	Reimbursement of travel expenses
Annex V	The tender

2. In case of conflict between provisions of the contract and those of the annexes, the provisions of the contract shall take precedence. In case of conflict between provisions of Annex II and the provisions of other annexes, those of Annex II shall take precedence.

For the contractor:

For the Agency:

.....

Colin Martin
Acting Programme Manager

Signed in duplicate in English
in

Signed in duplicate in English
in Copenhagen

Date:

Date: