

SERVICE CONTRACT

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,
- Mr Peder Jensen, Project Manager

Which, for the purpose of the signature of this contract, is represented by [Mrs Jacqueline
McGlade, Executive Director of the Agency] [or] [Mrs/Mr[Name of the
signatory], [Position of the signatory] acting pursuant to a delegation of the
Executive Director of the Agency] [Select the appropriate option],

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:

Assessing the impact of large-scale biofuel production on agricultural landuse, farmland habitats and related biodiversity

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 [and shall start to be carried out days after its date of entry into force] [Select and complete appropriate].
2. This contract [is awarded for a period of] [Months/years] [or] [shall expire on] [Date: day, month, year] [Select the appropriate option].

Article 3 - Financial provisions

1. [Select the appropriate option]

[Option 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 [Included] [or] [Excluded] [Select the appropriate option]) covering all expenses incurred in the course of execution of this contract, including all travel [and subsistence] expenses.

[Option 2]

In consideration of the services performed under this contract, and up to a maximum of EURO [Amount in figures] the Agency shall pay to the contractor the sum of EURO [Amount in figures] (..... [Amount in words]) (VAT [Included] [or] [Excluded] [Select the appropriate option]) for each day of work covering all expenses incurred in the course of execution of this contract, including all travel and subsistence expenses;

[Option 3]

In consideration of the services performed under this contract, and up to a maximum of EURO..... [Amount in figures] the Agency shall pay to the contractor:

- a) The sum of EURO[Amount in figures] ([Amount in words]) (VAT [included] [or] [excluded] [Select the appropriate provision]) for each day of work.;
- b) A sum of up to a maximum of EURO[Amount in figures] covering all travel ([and subsistence expenses] [Insert if necessary]) incurred in the course of execution of the contract.

[Option 4]

In consideration of the services performed under this contract, and up to a maximum of EURO[Amount in figures], the Agency shall pay to the contractor [To be completed].

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;

[Select the appropriate option]]

[Option 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 (... % [to be completed]) [Up to a maximum of 40 % of the total amount of the contract],

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

[Optional] [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 (... % [to be completed])]

The time allowed for approval of the reports may not exceed [20 days]¹ [or] [45 days]² [or] [60 days]³ [select the right option] as from the date of their receipt by the Agency.

[Option 2]

¹ In case of « straightforward contract » relating to the supply of goods or services.

² In case of other contracts.

³ For contracts involving technical services which are particularly complex to evaluate.

.....[Mention the period: monthly etc], withincalendar days [to be completed]⁴ upon receipt by the Agency of an admissible payment request subject to the acceptance of the invoice and, where appropriate, of the other supporting documents.

- 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:

[Select the appropriate ones]

[To be completed where appropriate]

⁴ See footnote 1

- Annex I Description of work
- Annex [II] General terms and conditions applicable to contracts awarded by the Agency
- Annex... VAT exemption form
- Annex... Budget
- Annex... reimbursement of travel expenses
- Annex

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.

[Optional] Article 8 -

[to be completed]

For the contractor:

[.....]

Signed in duplicate in English
in on[Date]

For the Agency:

[Jacqueline McGlade
Executive Director]

[or]

[.....]

[Select the appropriate option]

Signed in duplicate in English
in Copenhagen on[Date]