

Draft framework contract EEA/ITS/03/001 for provision of hardware, software and consultancy services for the local area network (LAN) at the European Environment Agency

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

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- Orjan Lindberg, Project Manager
-

which, for the purpose of the signature of this contract, is represented by Mr Sigfus Bjarnason, Programme Manager, acting pursuant to a delegation of the Interim Executive Director of the Agency of the one part, and

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

hereinafter referred to as “the contractor” whose official address is:

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

whose bank account no. is XXXXXXXXXXXXXXXXXXXX with XXXXXXXXXXXXXXXX

represented by: XXXXXXXXXXXXXXXXXXXXXXXX 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 specific agreements concluded for its execution, to support the European Environment Agency in maintaining and upgrading its local area network (LAN) by providing:

- hardware and software required for maintaining the existing network installation and possible expansion of it.
- consulting services for maintaining, monitoring, performance tuning and security configuration of EEA’s network.
- hardware and software support services based on pre-defined response times.

The description of work is set out in **Annex I**.

ARTICLE 2 - DURATION OF CONTRACT

1. This contract is concluded for a period of 48 months with effect from the date on which it is signed by both parties.
2. Once the contract has expired:
 - (a) No new specific agreement may be concluded.
 - (b) The provisions of the contract shall continue to apply to any specific agreement still in force until the date of its expiry.
3. Specific agreements 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 the specific agreement(s).

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 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 for the country of origin of the services offered for the month in which the validity of the tender expires, expressed in euro and 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 = consumer price index for the country of origin of the services offered for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

ARTICLE 5 – IMPLEMENTATION OF THE CONTRACT

1. Whenever the Agency wishes tasks to be performed in accordance with article 1, it shall conclude a specific agreement with 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 of the specific agreement, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of the specific agreement and acceptance of the terms and conditions.
3. The specific agreement takes effect as from the date it has been signed by both parties.

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 specific agreements concluded under it.
2. Signature of the contract does not place the Agency under any obligation whatsoever to conclude a specific agreement. 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 specific agreements 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 specific agreements concluded 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 specific agreements concluded 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 specific agreements concluded 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 a specific agreement 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

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: Reimbursement of travel expenses
- Annex III Contractor's offer

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

For the contractor:

For the Agency:

[.....]

Sigfus Bjarnason

Signed in duplicate in English
in on[Date]

Signed in duplicate in English
in Copenhagen on[Date]