

Procedure for submitting an offer for Tender EEA/ITS/03/006

1. Tenders are to be submitted by **19 May 2003**.
 - either by registered mail, posted not later than (postmark); **19 May 2003**.
 - or by delivery (in person or by an authorised representative or courier service) to Ove Caspersen, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on 19 May 2003**, in which case a receipt must be obtained as proof of submission, signed and dated by an EEA official.
2. Tenders must be submitted in **three copies** and placed inside **two** sealed envelopes. The inner envelope, addressed to the person indicated above, should be marked: **“Reply to call for tender No. EEA/ITS/03/006. Not to be opened by the internal mail department”**. If self-adhesive envelopes are used, they must be sealed with tape and the sender must sign across the tape.
3. Submission of a tender implies acceptance of the terms specified in the Agency’s “General terms and conditions applicable to contracts” in all matters not governed by this invitation to tender and waiver your company’s own terms of business.
4. Tenders will lapse after: 9 months
5. You will be informed whether or not your tender has been successful.
6. Your attention is drawn to the following points regarding the tender price:
 - tenders should be expressed in accordance with the technical specifications in Annex II to this call;
 - prices must be a fixed rate, including all costs;
 - costs incurred during missions effected outside the principal place of performance of the contract at the express request and following prior authorisation of the EEA, will be reimbursed according to EEA standard rates;
 - prices should be quoted free of VAT, as the EEA is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Communities;
 - prices **must be quoted in EUR**.
 - prices must be firm and not subject to revision for the first year of performance of the contract.
7. **VAT number and bank details must** be included in the tender (Annex III).
8. Further information can be obtained from the address indicated in paragraph 1 above.
9. Criteria for the selection and award of the contract(s) is as specified in the technical specifications in Annex II of this call.
10. **Exclusion cases:** The tenderer shall provide evidence that he/she is not in the situation described in Article 2.2 of the Agency's general terms and conditions applicable to contracts. The evidence shall be a recent certificate issued by the competent authority of the country concerned. Where no such certificate is issued it may be replaced by a sworn, or failing that, a solemn statement made before a judicial or administrative authority, a notary, or a qualified professional body in his/her country of origin or provenance.

Provision of events services for EEA

1. Introduction

An important element of the European Environment Agency's mandate is to make the environmental information it produces known and available to potential users. One of the activities carried out on a regular basis to fulfil this obligation is arranging events in the form of meetings, seminars, symposiums etc. These events often have both a conference and an exhibition component.

In order to ensure a high professional standard in connection with such events, there is a need to supplement the Agency's own capacity in this area with that of an external provider of events organisation services. The objective of this call for tender is to establish a framework agreement with such a provider.

The contractor should be able to assist the Agency with all technical tasks relating to the planning, preparation and execution of events.

In some cases the event will be a two- or three-party co-operation project between the EEA and national environmental institutions, international organisations or the European Commission. The contractor will be expected to liaise on technical matters also with such partners or their contractors.

2. Task description

A. Planning

The contractor is expected to take part in planning meetings for upcoming events when practical arrangements are being discussed, advice and propose alternative solutions, if needed accompanied with cost and time estimates.

B. Preparation

In many cases the Agency events will be organised at the EEA premises in Copenhagen, though sometimes, in particular when the event is arranged in collaboration with other institutions or bodies, the venue can be elsewhere. Normally this would be limited to the EEA member countries (the EU15 plus the EU accession countries, Norway, Iceland and Liechtenstein), but can also be held in other countries on special occasions.

The preparatory activities related to participants will include tasks like preparation and dispatch of invitations and background material, pre-registration, assistance with travel and accommodation arrangements, booking and technical preparation of event venue.

The display material at events with an exhibition component will normally be a combination of pre-produced material and displays designed specially for the occasion in question. The preparatory tasks of the contractor will include design and preparation of displays where needed, ensuring that material from the provider and elsewhere is transported to the venue in time and mounted there. Likewise; to dismantle displays and organise return transport of the material after the event.

C. Event personnel

The contractor may be requested to assist the Agency in manning the on-site registration and information points for the duration of the event, if needed also assisting participants on practical matters.

As for the exhibition component, assistance will include providing staff that can ensure that the exhibit remains tidy, refilling brochure racks, loading and running video machines, ensuring that demonstration pc's are running properly, hand out brochures and other printed material etc. However, this support staff will not be expected to be able to answer more qualified questions on the Agency and its products.

3. Qualifications - conditions for participation (selection criteria)

Legal status

Copy of documents confirming the tenderer's:

- inclusion in a trade register
- and/or**
- VAT registration.

Financial capacity

Evidence of economic and financial capacity shall be furnished by one or more of the following documents:

- appropriate statements from banks or evidence of professional risk indemnity insurance.
- the presentation of balance sheets or extracts from balance sheets for at least the last two years for which accounts have been closed, where publication of the balance sheet is required under the company law of the country in which the economic operator is established.

Exclusion cases: The tenderer shall provide evidence that he/she is not in the situation described in Article 2.2 of the Agency's general terms and conditions

applicable to contracts. The evidence shall be a recent certificate issued by the competent authority of the country concerned. Where no such certificate is issued it may be replaced by a sworn, or failing that, a solemn statement made before a judicial or administrative authority, a notary, or a qualified professional body in his/her country of origin or provenance.

Technical capacity

Provision of evidence in the tender documents:

- that the business activity of the company is relevant from the standpoint of the task in question by listing the principal services provided and supplies delivered in the past three years, with the sums, dates and recipients, public or private.
- of relevant knowledge, by enclosing CVs of the staff proposed for delivery of the consultancy services.
- of the average annual manpower and the number of managerial staff of the tenderer in the last three years.

4. Award criteria (and relative weighting)

The economically most advantageous tender in terms of the following criteria:

- cost per day, consultancy services for planning and preparing events (20%)
- cost per day, registration desk/secretarial personnel (20%)
- quotations of costs of preparing and executing specimen events as described in Annex X (30%)
- experience in working in an international context (10%)
- experience in working with EU-related matters (10%)
- experience in planning, preparing and carrying out events on environmental matters (10%)

The purpose of the specimen quotations is to facilitate comparison between bids, and it is therefore important that they are completed.

5. Contract details

The winning contractor will be awarded a framework contract for four years on the condition that the criteria in the call for tender are constantly met.

Specific agreements will be issued under the framework contract as and when needed.

Provision of events services for EEA

Event 1: - Prepare a one-day conference with EEA as sole organiser

Technical description

Participants: App 120 participants from all 31 EEA member countries

Venue: Conference facility in Brussels

Date: January 2004

Planning

- Participate in three planning meetings at the agency, each lasting two hours.
- Prepare time plan with deadlines for technical preparations.
- Prepare cost estimate.

Preparation

- duplicate and dispatch of 200 invitations, consisting of a one page cover letter and a four-page A4 programme in C4 envelopes with address stickers (including postage)
- duplicate and dispatch of 100 reminders with the same content as above (including postage)
- duplicate and dispatch of 120 kits of background material consisting of a 100 page thick b/w A4 document in C4 envelope with address sticker (including postage)
- receive accepted invitations and pre-register participants
- assist with travel and accommodation arrangements for 60 participants in the form of booking of air tickets and hotel (to be paid directly by participants)
- select and book event venue (NB: the actual rental fee is not to be included in the sample quotation, only costs associated with selecting and booking a venue)
- maintain contact with venue subcontractor and oversee technical preparation of venue
- prepare and produce info packs for participants containing name badge, three background documents, each of 50 photocopies pages + colour front cover, canvas carrying bag with imprint in four colours and A4 size
- transport conference material to the venue
- design and produce displays in the form of ten 70x100 cm four colour enlargements, mounted on 5mm lightweight board, from text and images delivered in electronic format by the agency
- transport to the venue, mount, dismantle and return transport of the displays

Event execution

- maintain contact with conference venue provider in order to solve practical problems during the event
- man an on-site registration point for the duration of the event, preparing info packs for participants, undertake registration, responding to requests
- provide technical support to prepare and manage audiovisual equipment
- provide service staff to ensure that the exhibit remains tidy, refilling brochure racks and hand out printed information

Event 2: Prepare a two-day workshop with EEA as sole organiser

Technical description

Participants: App 25 participants from EEA member countries

Venue: Conference facility in Copenhagen

Date: January 2004

Planning

- Participate in three planning meetings at the agency, each lasting two hours.
- Prepare time plan with deadlines for technical preparations.
- Prepare cost estimate.

Preparation

- duplicate and dispatch of 50 invitations, consisting of a one page cover letter and a four-page A4 programme in C4 envelopes with address stickers (including postage).
- duplicate and dispatch of 25 reminders with the same content as above (including postage).
- duplicate and dispatch of 25 kits of background material consisting of three 100 page thick b/w A4 documents in C4 envelope with address sticker (including postage).
- receive accepted invitations and pre-register participants.
- assist with travel and accommodation arrangements for 10 participants in the form of booking of air tickets and hotel (to be paid directly by participants).
- select and book event venue (NB: the actual rental fee is not to be included in the sample quotation, only costs associated with selecting and booking a venue).
- maintain contact with venue subcontractor and oversee technical preparation of venue.
- prepare and produce info packs for participants containing name badge, three background documents, each of 50 photocopies pages + colour front cover.
- transport conference material to the venue.
- design and produce displays in the form of five 70x100 cm four colour enlargements, mounted on 5mm lightweight board, from text and images delivered in electronic format by the agency.
- transport to the venue, mount, dismantle and return transport of the displays.

Event execution

- maintain contact with conference venue provider in order to solve practical problems during the event.
- man an on-site registration point for the duration of the event, prepare info packs for participants, undertake registration, responding to requests.
- provide technical support to prepare and manage audiovisual equipment.
- provide service staff to ensure that the exhibit remains tidy, refilling brochure racks and hand out printed information.

Event 3: Prepare a two-day conference with EEA and ETC/WMF
 (<http://waste.eionet.eu.int/organisation>) as organisers

Technical description

Participants: App 50 participants from all 31 EEA member countries

Venue: EEA premises in Copenhagen

Date: January 2004

Planning

- Participate in three planning meetings at the agency, each lasting two hours.
- Prepare time plan with deadlines for technical preparations
- Prepare cost estimate

Preparation

- duplicate and dispatch of 100 invitations, consisting of a one page cover letter and a four-page A4 programme in C4 envelopes with address stickers (including postage).
- duplicate and dispatch of 50 reminders with the same content as above (including postage).
- duplicate and dispatch of 50 kits of background material consisting of three 100 page thick b/w A4 document in C4 envelope with address sticker (including postage).
- receive accepted invitations and pre-register participants.
- assist with travel and accommodation arrangements for 25 participants in the form of booking of air tickets and hotel (to be paid directly by participants).
- maintain contact with logistics unit at EEA and help oversee technical preparation of venue.
- prepare and produce info packs for participants containing name badge, three background documents, each of 50 photocopies pages + colour front cover, canvas carrying bag with imprint in four colours and A4 size.
- transport conference material to the venue.
- design and produce displays in the form of five 70x100 cm four colour enlargements, mounted on 5mm lightweight board, from text and images delivered in electronic format by the agency.
- transport to the venue, mount, dismantle and return transport of the displays.

Event execution

- maintain contact with EEA logistics unit in order to solve practical problems during the event.
- man an on-site registration point for the duration of the event, preparing info packs for participants, undertake registration, responding to requests.
- provide technical support to prepare and manage audiovisual equipment.
- provide service staff to ensure that the exhibit remains tidy, refilling brochure racks and hand out printed information.

IDENTIFICATION SHEET

Company name: _____

Address: _____

Director: _____

Consultant(s): _____

VAT No: _____

Bank details:

Name + address: _____

Account No: _____

BIC/SWIFT code: _____

IBAN: _____

Signed by: _____

Company stamp:
(must be added)

Draft framework contract EEA/ITS/03/006 for the provision of events services

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

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- Ove Caspersen, 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

VAT No.: xxxxxxxxxxxx

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 provide events services for the European Environment Agency.

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 IV: 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]

GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS (Framework contract-Service/Study contract-specific agreement) AWARDED BY THE EUROPEAN ENVIRONMENT AGENCY (Hereinafter “the Agency”)

Article 1 - Performance of the contract

- (1) The contract shall be performed in such a way as to exclude the possibility of the Contractor or his staff undertaking tasks under conditions identical to those governing the tasks entrusted to a member of the Agency’s staff. The Contractor and his staff may not be members of the Agency’s administrative structure.
- (2) If the Contractor is a natural person, he shall be required to provide proof of his status either as a self-employed person or an employee for the duration of the contract. To this end, he shall provide the Agency with information about his occupation, in particular with regard to social security and VAT.

Article 2 - Secondary obligations of the Contractor

- (1) The Contractor shall perform the contract according to the highest professional standards and in accordance with the principles of sound financial management. In performance of the contract, the Contractor is required, depending on the circumstances, to use only his own highly qualified, professional staff
- (2) The Contractor shall not be in one of the following situations:
 - Being bankrupt, wound up or have his/her business activities suspended;
 - Have his/her affairs being administered by the court; have entered into an arrangement or similar measures with creditors or be the subject of any proceedings of that nature;
 - Having been convicted of an offence with regard to his/her professional conduct by a judgement which is not open to appeal;
 - Be guilty of grave professional misconduct;
 - Having been subject of a judgment which has the force of “res judicata” for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities’ financial interests;
 - Having not fulfilled his/her obligations relating to the payment of social security contributions or taxes in accordance with the legal provisions of the country in which he/she is established or those of the country of the contracting authority or those where the contract is to be performed;
 - Following another procurement procedure or grant award procedure financed by the Community budget, having been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- (3) The Contractor undertakes to provide the Agency with any information it may request for the management of the contract.
- (4) In the event of termination of the contract for one of the reasons referred to in Article 7 of these terms and conditions, the Contractor shall undertake to send the Agency all information and documents in his possession concerning the tasks assigned to him.

Article 3 - Confidentiality

- (1) The Contractor undertakes not to make use of and not to divulge to third parties any facts, information, knowledge, documents or other matters communicated to him or brought to his attention during the performance of the contract or any matter arising there-from. He shall continue to be bound by this undertaking after the expiry of the contract.
- (2) If the Contractor uses his own staff in the performance of the contract, he shall obtain from each staff member a written undertaking that they will respect the confidentiality of any information brought to their attention during the performance of the work and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of their assignment. A copy of the undertaking shall be sent to the Agency.
- (3) If the Contractor's staff are working at Agency premises, the Contractor shall replace, immediately, at the Agency's request and without compensation any person considered undesirable by the latter.

Article 4 - Permits and licences

The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for the performance of the contract under the laws and regulations in force at the place where the tasks assigned to the Contractor are to be performed.

Article 5 - Spread of risk

The Contractor shall not be entitled to payment if he is prevented by force majeure from performing the tasks assigned to him. Part performance only of any such task shall result in part payment. Provided it is specified in the contract, the above provisions shall not affect the Contractor's entitlement to reimbursement of travel and subsistence expenses and of costs for the shipment of equipment incurred in the performance of the contract.

Article 6 - Liability of the contracting parties

- (1) The Agency may not under any circumstances or for any reason whatsoever be held liable for damage sustained by the Contractor himself or by his staff during the performance of the contract. The Agency shall not accept any claim for compensation or repairs in respect of such damage.
- (2) Except in case of force majeure, the Contractor shall be required to indemnify the Agency for any damage it may sustain during the performance, poor or otherwise, of the contract.

Article 7 - Termination of contract

- (1) Each contracting party may, of his own volition and without being required to pay compensation, terminate the contract by serving formal notice two months in advance. If the contract is terminated by the Agency, the Contractor shall be entitled to payment for the part performance of the contract only.
- (2) In the event of a serious failure by the Contractor to the Agency, duly noted by the Agency, to fulfil his obligations under the contract, the contract may be terminated at any time by registered letter without formal notice or payment of any compensation

whatsoever by the Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.

- (3) In the event of non performance of the contract by the Contractor, except for reasonable and justifiable technical or economic reasons, of any of his obligations, and after having given notice by registered mail requiring performance of the obligations concerned, the Agency may terminate the contract if the Contractor is still in breach of his obligations one month after receiving formal notice.
- (4) In the event of circumstances, which are liable to prejudice or delay the performance of the contract, the Contractor shall forthwith inform the Agency, with the relevant details. The parties shall agree together on the measures to be taken. If no agreement can be reached, the Agency may terminate the contract without recourse to any legal proceedings, where no action is taken by the Contractor within one month of receiving formal notice by registered mail.
- (5) The Agency may terminate the contract without notice if the Contractor is unable, through his own fault, to obtain any permit or licence required for the performance of the contract as referred to in Article 4 above.
- (6) Without prejudice to the termination referred to in paragraphs 3 and 4 above, the Agency may require reimbursement of all or part of the amounts paid, having regard to the nature and the scale of the work carried out, before the date of termination of the contract.

Article 8 - Assignment and services to third parties

- (1) The Contractor shall not assign the rights and obligations arising out of the contract in whole or in part or sub-contract any part of the contract to third parties without the prior and written approval of the Agency.
- (2) Even where the Agency authorises the Contractor to sub-contract part or all of the work to third parties, he shall nonetheless remain bound by his obligations to the Agency under the contract.
- (3) Save where the Agency expressly authorises an exception, the Contractor shall be required to include in any sub-contracts for all or part of the work such provisions as enable the Agency to enjoy the same rights and guarantees in relation to the sub-Contractors as it enjoys in relation to the Contractor himself.

Article 9 - Ownership

- (1) Any result or patent obtained by the Contractor in the performance of the contract shall belong to the Agency, which may use them as it sees fit.
- (2) Copyright and any other rights of ownership in respect of manuscripts or parts thereof shall belong exclusively to the Agency except where copyright or other property rights already exist.
- (3) On the date of acceptance of the manuscripts and subject solely to the exception referred to in paragraph (2) above, all rights in respect of manuscripts, including amongst others the right to use, print, publish and sell all or part thereof in any manner and in any language whatsoever, shall be acquired by the Agency which may transfer all or part of such rights to third parties on its own terms.

- (4) The Contractor shall specify any parts of manuscripts, including illustrations, maps and graphs, of which copyright or any other right of ownership already exists and hereby affirm that he has obtained permission to use such parts from the titular holder(s) of such rights or from his or their legal representatives. Any cost for which the Contractor may become liable for such permission shall be paid by him. Save as otherwise provided for in paragraph (2), the Contractor hereby affirms that he is entitled to transfer the copyright or other rights of ownership in respect of the subject matter of the manuscript.
- (5) The Agency shall not be required to publish manuscripts or documents supplied in the performance of the contract. If it is decided not to publish the manuscripts or documents supplied, the Contractor shall not have them published elsewhere without the prior written approval of the Agency.

Article 10 – Payments

- (1) Payments shall be made in euros (€).
- (2) At the request of the Contractor, the Agency may pay him an advance of up to a maximum of 40% of the amount due on completion of the contract. Payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit with his bank equal to the amount of the advance. The advance shall be deducted from subsequent payments in such a manner that it is fully recovered on exhaustion of the funds provided for such payments.
- (3) In the event of termination of the contract under Article 7 of these General Terms & Conditions, no payment shall be due except for services actually rendered up to the date of termination. In such an event, the amount due shall be calculated after deducting any payments already made. If the payments made prior to termination exceed the sum finally due, the Contractor shall repay the additional amount to the Agency within 60 days of receipt of a request for repayment. If payment is not made within this period, the sum owed by the Contractor shall start to bear interest at the euro rate applied by the European Central Bank on the last day of the period allowed for repayment, as published in the C series of the Official Journal.
- (4) Where appropriate, invoices shall be supported by original documents justifying the time spent by the Contractor to perform the tasks under the contract.
- (5) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of original supporting documents including receipts, used tickets and boarding pass.
- (6) Payments shall be made within the time limit as specified in the contract and shall be deemed to have been made on the date on which the Agency's account is debited
- (7) Where payments depend on approval of a report, the time limit for the payment shall not begin to run until the report has been approved. The report shall be deemed to have been approved implicitly once the time allowed for approval has expired without being suspended by means of a formal document sent by the Agency to the contractor.
- (8) On expiry of the time limit for payment the Contractor may claim interest within two months of receiving the late payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations ("*the reference rate*") plus seven percentage points ("*the margin*"). The reference rate in force on the first day of the month in which the payment is due shall apply. Such

interest rate is published in the C series of the Official Journal of the European Communities. Interest shall be payable for the time elapsed between expiry of the payment deadline and the date of payment. Suspension of payment by the Agency may not be deemed to constitute late payment.

- (9) However, the Agency may suspend the time limit for payment by informing the Contractor, at any time during the period referred to under (6), that the payment request cannot be met, either because the amount is not due or because the appropriate supporting documents have not been produced. The Agency shall notify the Contractor accordingly by registered letter with acknowledgement of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the payment period shall begin to run again from the date when the properly formulated payment request is first registered.
- (10) The Contractor, whose registered office or residence is situated within the territory of one of the Member countries of the Agency, shall indicate a banking institution on the territory of the country where his registered office or residence is situated for the payment of the sums due to him under the contract.

Article 11 – Audits and controls

The Agency and such persons who are authorised for this purpose by the Executive Director shall be entitled to carry out audits and controls, have access to all books, papers, records and files kept by the Contractor relating to expenditure incurred in performing the contract during the contractual period and for a period of five years after such period.

Article 12 - Provisions relating to taxation

- (1) The amount of VAT shall not be included in the sums due to the Contractor except when the tasks envisaged with the present contract are not directly exonerated from VAT under the terms of the tax laws applicable to the Contractor.
- (2) The Contractor shall be responsible for complying with the national tax laws applicable to him in respect of revenue received under the contract with the Agency.
- (3) The Contractor shall, at the request of the Agency, make available to the latter all vouchers which it might require in order, where necessary, to apply for reimbursement by the fiscal authorities of levies and taxes which have been paid in execution of this contract, pursuant to Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

Article 13 – Applicable Law and Jurisdiction

- (1) The contract shall be subject to Danish law.
- (2) Any dispute between the Agency and the Contractor or any claim by one party against the other which cannot be settled amicably shall be brought before the Copenhagen courts exclusively, at the initiative of either party.

Article 14 – Amendments

Any amendment to the contract shall be the subject of an additional written agreement. Oral agreements shall not be binding on the contracting parties.

REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & daily allowance expenses incurred under this contract is paid in euro (EUR) at the rate of exchange in force against the euro (EUR) for the month in which the liquidation is effected (rate applied by the European Central Bank). All claims must be in the currency in which they were paid.

a) Travel expenses

- by train: First class fare (used ticket with claim),
 by air: Economy class where available (used ticket with claim),
 by car: The equivalent of first class rail fare.

b) Visas**c) Daily allowance**

The daily allowance is to include **all** expenses relating to:

- accommodation;
- meals;
- local transport including taxis.

d) Transfer of professional materials or non-accompanied luggage

Subject to prior approval by the Agency.

NOTES:

Taxis are not chargeable.

The daily allowances applicable for the whole duration of the contract are as follows (*):

| | | | | | | | |
|-----------------|---|-----|-----|---------------|---|-----|-----|
| Austria | : | EUR | 122 | Belgium | : | EUR | 150 |
| Bulgaria | : | EUR | 197 | Cyprus | : | EUR | 110 |
| Czech Rep | : | EUR | 193 | Estonia | : | EUR | 159 |
| Denmark | : | EUR | 179 | Finland | : | EUR | 156 |
| France | : | EUR | 130 | Germany | : | EUR | 127 |
| Greece | : | EUR | 113 | Hungary | : | EUR | 168 |
| Iceland | : | EUR | 199 | Ireland | : | EUR | 165 |
| Italy | : | EUR | 130 | Latvia | : | EUR | 244 |
| Lithuania | : | EUR | 179 | Liechtenstein | : | EUR | 150 |
| Luxembourg | : | EUR | 143 | Malta | : | EUR | 175 |
| Netherlands | : | EUR | 148 | Norway | : | EUR | 180 |
| Poland | : | EUR | 270 | Portugal | : | EUR | 143 |
| Romania | : | EUR | 230 | Slovak Rep | : | EUR | 144 |
| Slovenia | : | EUR | 170 | Spain | : | EUR | 141 |
| Sweden | : | EUR | 157 | Turkey | : | EUR | 136 |
| United Kingdom: | | EUR | 199 | | | | |

(*) Rates are decreased with 25% when the mission exceeds 4 weeks.

Only 50% of the daily allowance is paid in case the night has not been spent at the place of mission.