



Procedure for submitting an offer for Tender EEA/RNC/03/002

1. Tenders are to be submitted (according the publication in the Official Journal)
 - either by registered mail, posted not later than 30.06.2003 (postmark);
 - or by delivery (in person or by an authorised representative or private courier service) to Lars Mortensen, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on 30.06.2003**, 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 to tender No. EEA/RNC/03/002. 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 our “General terms and conditions applicable to contracts awarded by the EEA” in all matters not governed by this invitation to tender and waiver your companies own terms of business.
4. Period of validity of the tender: Six months from the closing date of this call for tender
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 invitation
 - prices must be a fixed rate, including all costs
 - 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**.
7. **Further information can be obtained from the address indicated in paragraph 1 above.**



TERMS OF REFERENCE

DK-Copenhagen: Evaluation of the effectiveness of policies to address waste water pollution in selected European countries

Open call for Tender

EEA/RNC/03/002

1. Background information

In its Regulation (EC/993/1999), the European Environment Agency (EEA) is required to “provide the Community and Member States with the objective information necessary for framing and implementing sound and effective environmental policies” (Article 1). This includes information and analysis related to the policies put in place in Member States and the effectiveness of these policies. Providing this information is also supported by Article 2ii of the Regulation which states that the EEA shall “provide the Commission with the information that it needs to be able to carry out successfully its tasks of identifying, preparing and evaluating measures and legislation...” and “assist the monitoring of environmental measures through appropriate support for reporting requirements...”

The 2001 EEA report “Reporting on Environmental Measures – Are we being effective” concluded that little is known about to which extent past environmental policies and instruments have had an effect on the environment – the so-called ex-post evaluations. This is a significant gap in the information needed to develop, agree and implement new policies to address the environmental problems in Europe. The 2001 report was a follow up to earlier reports by the EEA related to policy effectiveness, including the 2000 report “Environmental taxes: recent developments in tools integration”, the 1999 report “Scenarios for the implementation of the Urban Waste Water Treatment Directive in ten Accession countries”, and the reports “Environmental taxes – implementation and environmental effectiveness” and “Environmental agreements – environmental effectiveness” published in 1996 and 1997.

As a follow-up to the EEA Reporting on Environmental Measures (REM) project, the EEA has decided to undertake pilot studies to evaluate the effectiveness of policies in selected areas for selected European countries. One study is to evaluate the effectiveness of policies to address waste water pollution in selected European countries. The contractor who will be awarded the contract will undertake this study.

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Homepage: www.eea.eu.int

2. Overall objective of EEA work on policy effectiveness

The overall objective of the work of the EEA on policy effectiveness is to a) provide inputs to the next EEA State of the Environment and Outlook report to supplement the more traditional state-of-the-environment information; b) for the EEA continue to gain experience on policy effectiveness evaluations and to help provide a framework for future regular activities related to this; and c) support the Commission and the Parliament on progress with some key policies and measures. The study to evaluate the effectiveness of policies to address waste water pollution in selected European countries will contribute to meeting this overall objective.

3. Specific objective of the study

The specific objective of the study is to provide a quantitative and qualitative ex-post evaluation of the effectiveness of economic instruments to address waste water pollution from point sources in six to seven European countries in the period from 1970 to 2002.

4. Results

The final results of the study shall be provided to the EEA in a final report no later than ten months after the signing of the contract. A draft report shall be provided to the EEA no later than seven months after the signing of the contract.

The results of the study can be published under the name of the contractor in scientific journals if the contractor wishes to do so.

5. Activities

5.1 Identification of countries for the evaluation

The contractor shall make an assessment of: a) the availability of and the access to information in European countries on economic and other instruments to address waste water pollution from point sources; and b) the availability of data for indicators of environmental pressures from waste water and related changes in the state of the environment. Based on this assessment, the contractor shall select six to seven European countries for which the evaluation will be undertaken.

In the countries selected for the evaluation, there should be a balance between the various geographical regions of Europe (South, West, North, East), as well as different policy approaches and instruments used when addressing waste water pollution from point sources.

5.2. A detailed qualitative assessment of the use of economic instruments to address waste water pollution from point sources in six to seven European countries

For each of the countries selected, a detailed qualitative assessment shall be made of the economic instruments put in place since 1970 to address waste water pollution from point sources. This includes different types of taxes (including levies), fees and subsidies. Other instruments - including legislative measures – which have been part of the policy package shall also be included in the assessment. The assessment shall include a quantitative analysis of the costs of putting the policies in place.

For each country, an assessment shall be made of the institutional structures within which the instruments have been designed and implemented, including the role of national and local authorities in managing the systems and instruments put in place.

Making use of the country assessments, a comparative assessment of the economic and other instruments put in place in the countries to address waste water pollution from point sources - including their costs and the related institutional structures - shall be made.

5.3 A quantitative indicator-based assessment of changes in environmental pressures and the state of the environment related to waste water pollution from point sources in the countries selected

Based on data available from the EEA and its European Topic Centre on Water, supplemented with data from national statistical sources to the extent necessary, the contractor shall undertake an indicator-based assessment of national trends in the period 1970-2002 in the selected countries for waste water pollution from point sources. The assessment shall include the indicators Biological Oxygen Demand (BOD) and Chemical Oxygen Demand (COD), and for those years for which data is available also emissions of heavy metals, Nitrogen, Phosphates and water use by industry. It shall also include key state of the environment trends related to pressures from waste water pollution.

Graphs and text shall be prepared for each country showing the trends for the years available from 1970 to 2002. All data must be made available to the EEA. The contractor shall also undertake a comparative assessment of the trends for each indicator comparing the trends in the countries.

5.4 Evaluation of the effectiveness of economic instruments to address waste water pollution from point sources in selected European countries

Based on the activities described above, the contractor shall undertake a qualitative and quantitative evaluation of the environmental effectiveness of economic instruments implemented in the six to seven countries in the period 1970-2002.

The evaluation of the policy effectiveness shall be undertaken at country level and as a comparative assessment comparing the effectiveness of the instruments implemented in the countries selected.

In conducting the effectiveness evaluation, the contractor shall take into account the following:

- Comparing the instruments put in place and the related change in environmental pressures and the state of the environment will provide insights on which policies and which institutional context has proven to be most successful. It may or may not be possible to provide evidence of causal links between the instruments and the environmental indicators.
- Policies and instruments implemented as part of the obligations to implement EU Directives must be considered.
- The instruments put in place are often implemented as part of a policy package and therefore, effects of other parts of the package must be considered.
- The instruments implemented may have positive and/or negative side effects other than those related to the selected indicators. Such side effects must be considered.
- Driving forces and policies other than those being considered, e.g. from economic growth or non-environmental policies, may also have an effect on the indicators. This must be considered.
- Finally, the costs of implementing the policies shall be estimated and taken into account in the analysis.

5.5. Report to the EEA

The results of the evaluation activities shall be reported in the a report to the EEA containing the following chapters (can be discussed between the contractor and the EEA):

- Executive summary
- Chapter 1. Introduction
- Chapter 2. Methodology for undertaking the evaluation
- Chapters 3-9. Evaluation of the effectiveness of the economic instruments to address waste water pollution from point sources in each of the six to seven countries in 1970-2002. Each chapter shall contain a) an analysis of the economic and other instruments implemented, including its costs; b) an analysis of the institutional context in which the policies are implemented; c) an assessment of the changes in selected environmental pressures (using the indicator described above) and the related state of the environment; and d) an assessment of the extent to which changes in the pressure and state indicators are caused by the economic instruments implemented.
- Chapter 10. A comparative qualitative assessment of the economic instruments put in place in the countries to address waste water pollution from point sources, of their costs, and of the institutional structures in the countries.

- Chapter 11. A comparative quantitative assessment of changes in environmental pressures and the state of the environment related to waste water pollution from point sources.
- Chapter 12. A comparative evaluation of the environmental effectiveness of economic instruments to address waste water pollution in the selected countries, including i) a comparative assessment of the instruments implemented and their costs; ii) a comparative assessment of the institutional structures underlying the policies; iii) a comparative assessment of the changes in environmental pressures and the related state of the environment; and iv) a comparative evaluation of the environmental effectiveness of the policies.
- Chapter 13. Conclusions
References
Annexes (with tables of the data used)

6. Timetable.

The contractor must deliver according to the following time table:

Within a month after signing of the contract	Kick-of meeting with EEA project managers in Copenhagen to clarify activities
No later than four months after signing of the contract	Progress meeting with EEA project managers in Copenhagen
No later than seven months after signing of the contract	Delivery of draft report to the EEA containing drafts of all chapters
Within eight months of signing of the contract	Comments from the EEA to draft report
No later than 10 months after the signing of the contract	Delivery of final and edited report to EEA

IDENTIFICATION SHEET

Company name:

Address:

Director:

Consultant(s):

VAT No:

E-mail:

Bank details:

Bank:

Address:

Account No:

Swift code:

IBAN code:

Signed by:

Company stamp:
(must be added)

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,
- Lars Mortensen

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:

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:

Undertake an evaluation of the effectiveness of economic instruments to address waste water pollution from point sources in six to seven European countries in the period from 1970 to 2002.

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 10 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.....(VAT excluded) covering all expenses incurred in the course of execution of the 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 draft report containing drafts of all chapters, 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 and edited report 'evaluation of the effectiveness of policies to address waste water pollution in selected European

countries', 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 | Terms of Reference (Description of the 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:

[Gordon McInnes
Interim Executive Director]

[.....]

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 Article 3 of 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.

CHECKLIST FOR SUBMITTING AN OFFER:

- Auto-declaration on exclusion grounds
- Identification sheet (filled in)
- Inscription in the trade register (copy)
- Inscription in the VAT register (copy)
- Statements of banks (copies) or
- Evidence of professional risk indemnity insurance or
- Presentation of balance sheets or extracts
- A statement of the educational and professional qualifications
- CVs of key staff
- A description of the technical equipment
- A description of the measures employed to ensure the quality of services
- A list of principal services provided
- The offer (prices in EUR, a budget for the activities; also stating daily rates used; estimated travel and subsistence expenses must be indicated separately)