



## TECHNICAL SPECIFICATION

### **Support to assessment of progress of halting biodiversity loss with respect to the marine environment for the EEA 2005 State of the Environment and Outlook Report**

Project manager: Tor-Björn Larsson

Open call for tender: EEA/RNC/04/001

#### **1. Background information**

##### ***The 2005 State of the Environment and Outlook Report***

According to article 2 (vi) of European Environment Agency Regulation (Council Regulation EEC/1210/90 amended by EC/993/1999), a key task of the European Environment Agency (EEA) is ‘*to publish a report on the state of, trends in and prospects for the environment every five years, supplemented by indicator reports focusing upon specific issues*’.

The most recent ‘State of the Environment and Outlook Report’, entitled ‘Europe’s Environment at the Turn of the Century’ was published in 1999. The next State of the Environment and Outlook report is due to be published in 2005 (SOER2005), in order to comply with the EEA Regulation and to support the mid-term review of the 6th Environment Action Programme (6EAP).

The current thinking of the EEA is that SOER2005 will be a brief and concise report supplemented by a number of sub-reports, including the sub-report 3 with the working title “Halting biodiversity loss”, which is the concern of this call for tender.

##### ***The SOER2005 sub-report 3 on progress towards halting the loss of biodiversity***

The main focus of sub-report 3 is to assess the progress towards the target of the EU 6<sup>th</sup> Environment action programme (6EAP) of halting the loss of biodiversity in Europe (The ‘2010 biodiversity target’). The report thus aims at presenting the state and trends of (certain) elements of European biodiversity in relation to major pressures and analyse the most important European policies and instruments of relevance for biodiversity.

The focus will be on problem areas and policies highlighted in the 6EAP. The report will be a first analysis of progress – and lack of progress – towards the 2010 biodiversity target. It will be a selective assessment (because of lack of data) but as far

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as possible be an integrated approach addressing European biodiversity according to the pressure-state/impact-response chain.

The main content of the SOER2005 sub-report 3 ‘Halting the loss of biodiversity’ is indicated by the below table:

Main chapter ( <i>working titles</i> )	Sections ( <i>working titles</i> )
1. The recognition of biodiversity loss	1.1 The loss of biodiversity - the recognition of the problem 1.2 The 2010 target within international frameworks 1.3 Main EU policies of relevance to the 2010 target
2. Evolution of Europe’s biodiversity and how to make the biodiversity policy operational	2.1 History of Europe’s biodiversity 2.2 Tools for assessing biodiversity
3. Major challenges to halt biodiversity loss in Europe	3.1 Land use changes – managing a dynamic landscape 3.2 Agro-ecosystems and high nature value areas 3.3 Protecting the forests and a sustainable forestry 3.4 Managing the freshwater resource 3.5 Protecting and restoring the wetlands of international importance <b>3.6 Marine environment and sustainable fishery</b> 3.7 The alpine region – a significant biodiversity repository 3.8 Maintaining biodiversity and access to nature in the urban environment
4. Policy responses	4.1 Nature conservation 4.2 Sector integration of biodiversity concerns 4.3 Impacts of other environmental policies
5. Does the policy work?	5.1 State and outlook of biodiversity in Europe 5.2 Does the policy work?

**Note:** Sections 3.6 corresponds to the work of this call for tender.

The production of the SOER2005 sub-report 3 ‘Halting the loss of biodiversity’ will be a teamwork coordinated by EEA. The EEA team will edit the joint report based upon a series of background notes elaborated by experts from the European Topic Centers, EEA staff and contractors.

## 2. Specific objectives of the study

The study will support the planned chapter 3 of the sub-report ‘Major challenges to halt biodiversity loss in Europe’ with respect to the problem area (Cf. the section 3.6 in the content table in ‘1. Background information’):

- Marine environment and sustainable fishery.

For the study maximum ca EUR 40 000 is expected to be made available by EEA.

The objective of the study is to assess progress towards reducing the loss of biodiversity by highlighting the main pressures, the biodiversity state/impact and specific responses in relation to these pressures, cf. the ‘D-P-S-I-R’ assessment scheme<sup>1</sup>. As far as possible the assessment should be based upon indicators but case studies etc. could be included to support the story-line. Appendix 1 gives further information on the requirements and potential approach to the study.

### **3. Results**

The results of the study shall be provided to the EEA in two interim and one final report, all to be elaborated according to the EEA writing guidelines<sup>2</sup>, in English:

- A first interim report presenting the indicators selected, outlining the analysis, and providing proposals for the further development shall be provided to the EEA no later than three months after the signing of the contract. This report shall serve as a basis for comments by the EEA (see ‘4. Activities’).
- A second interim report shall be delivered to the EEA no later than six months after signing the contract. This report shall be comparable to a draft final report and serve as a basis for a full review as set up by the EEA, and may also be used in a consultation with EEA member countries.
- A final report shall be delivered to EEA no later than nine months after the signing of the contract.

The above report will serve as a background note and as appropriate be incorporated into the planned SOER2005 sub-report 3 on progress towards the 2010 target of halting the loss of biodiversity, in particular into section 3.6, cf. ‘1. Background information’. The relevant texts in the report will if necessary will be further edited and/or amended by EEA.

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<sup>1</sup> EEA (European Environment Agency), 1999. Environmental indicators: Typology and overview. *Technical Report 25*. European Environment Agency, Copenhagen.

<sup>2</sup> The EEA shall provide the contractor with guidelines on writing styles and formatting of the report.

## 4. Activities

### *Geographical scope*

The results for the marine ecosystems should primarily be given with respect to the Large Marine Ecosystems: The Arctic ocean, the North-east Atlantic ocean, the North sea, the Baltic sea, the Mediterranean sea and the Black sea.

When relevant and/or more feasible results could be given for more restricted areas levels, e.g. on a case study basis.

### *Work procedure*

EEA staff will work actively with the elaboration of the sub-report 3 on progress towards the 2010 target of halting the loss of biodiversity and the contractor needs to perform the study in good contact with the project coordinator and other EEA staff. Other sections of the planned sub-report will be elaborated by e.g. experts from the European Topic Centres (ETCs) and the contractor is expected to participate in two common meetings (cf. section 6) and as relevant keep in contact also with these.

The contractor shall, e.g. as regards indicator development, closely cooperate with the ETCs supporting the EEA<sup>3</sup>, in particular the ETC Water.

The EEA will have responsibility for the coordination effort towards the work on other sections of the planned sub-report 3 on progress towards the 2010 target of halting the loss of biodiversity as well as collecting expert comments on the interim reports as from the member countries in a planned consultation process. EEA may, if considered appropriate, submit the final report from the study for additional peer-review.

The contractor is expected, in consultation with EEA, to take note of the comments received and elaborate the second interim report and final report accordingly.

## 5. Deliverables, participation in meetings and timetable

The contractor must deliver reports to EEA according to the following timetable:

Within 3 months after signing of the contract	A first interim report summarising the results and providing proposals for their further development. This report shall serve as a basis for comments.
No later than six months after signing of the contract	A second interim report comparable to a draft final report to serve as a basis for further comments, and may also be used

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<sup>3</sup> cf. [www.eea.eu.int](http://www.eea.eu.int)

	for consultation with EEA member countries.
No later than nine months after signing of the contract	Final report

It should be noted that the reports delivered to EEA relate to the planned EEA SOER 2005 sub-report 3 on progress towards the 2010 target of halting the loss of biodiversity as a background note for the specific section on marine environment and sustainable fishery.

The above reports will thus by EEA be incorporated into joint drafts of the planned SOER2005 sub-report, and if necessary will be further edited and/or amended by EEA. This will be the case for the interim reports and the final draft. The reports produced in this study may thus as EEA decides either be presented for in a review/commenting process and in a country consultation as (edited) parts in a joint draft or separately, or both.

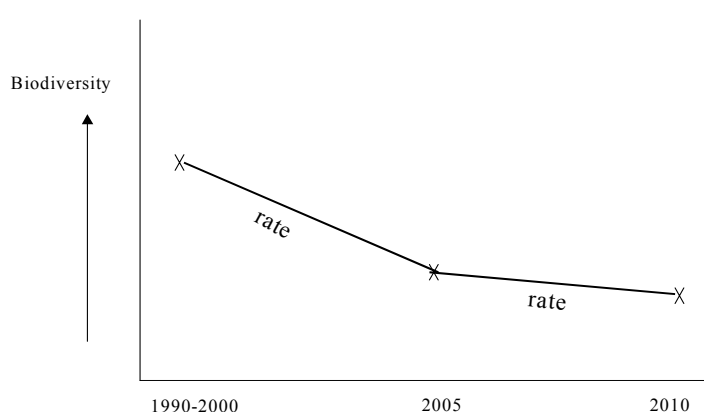
The contractor is expected to budget time and other costs for participate in two meetings at EEA in Copenhagen:

- Meeting 1. Presenting the first interim report (1 day, meeting the EEA & ETC staff and other experts selected by EEA);
- Meeting 2. Presenting the second interim report (2 days, meeting the EEA & ETC staff and other experts selected by EEA).

## Appendix 1. Additional comments to the chapter 3 'Major pressures and impacts on Europe's biodiversity'

A pragmatic approach to assess the 2010 target is suggested by ten Brink, see attached text box. The chapter 3 aims at presenting information related to the first part of the curve (1990/2000 – 2005), if possible a longer perspective backwards could be indicated. The development 2005-2010 should at least be discussed in qualitative terms to support the assessment of the progress towards the 2010 target.

### A model to assess the 2010 target of halting the loss of biodiversity<sup>4</sup>



A change in the rate of loss in 2010 should ideally be measured by comparable, multiple observations over time. For a single biodiversity component at least 3 measurements are required, for instance around 1995 (could be measurements between 1990-2000), around 2005 and 2010<sup>5</sup>. In this case the trend between 1995-2005 is applied as baseline to the change between 2005-2010. The year 1995 is in the model proposed serving as a tentative "target baseline".

A number of 'problem areas' of European concern are identified, corresponding to broad ecosystems and/or main European biodiversity-related policies. A common structure for the assessment of the 'problem areas' should as far as appropriate be applied. For each note will be taken of the major environmental pressures and problems identified in the Commission communication regarding the 6<sup>th</sup> EAP (p. 32-33)<sup>6</sup>:

- Pollution from transport, industry and agriculture;
- Changes in land-use and over-exploitation of natural resources;
- Non-native species, incl. GMOs.

<sup>4</sup> Ten Brink, B. (draft report) An exploration on biodiversity indicators relevant to the 2010 target (CBD Biodiversity Target of 2010 WSSD Plan of Implementation)

<sup>5</sup> 'It does not make sense to determine a fixed year, for the simple fact that we have particularly to work with existing data and monitor programmes. All data which are available in the period 1990 – 2000 might be useful as target baseline, or even outside this period if no data are available. In a similar way this also applies for 2005 and 2010' (Ben ten Brink).

<sup>6</sup> <http://europa.eu.int/comm/environment/newprg/index.htm>

Additionally should be mentioned:

- Climate change and expected effects on biodiversity .

The variation within Europe should if possible be discussed on basis of the Large Marine Ecosystems connected to Europe: The Arctic ocean, the North-east Atlantic ocean, the North sea, the Baltic sea, the Mediterranean sea, the Black sea and the Caspian sea.

A tentative outline of main pressures/issues to be taken into account the two problem areas of concern is given in below table:

<b>Marine environment and sustainable fishery</b>
<p>Biodiversity in seas and oceans suffers from a number of pressures of varying intensity. It is suggested that the discussion on the pressures and resulting impacts on biodiversity is structured under the following headings (may be merged):</p> <ol style="list-style-type: none"><li>1. Nature protection (incl. threatened species)</li><li>2. Fishing</li><li>3. Mariculture</li><li>4. Alien species</li><li>5. Eutrophication</li><li>6. Contaminants (pollution)</li><li>7. Offshore activities and shipping</li><li>8. Construction (incl. land reclamation, dredging &amp; dumping)</li><li>9. Recreational and tourist infrastructure</li><li>10. Climate change</li></ol> <p>Substantial background information on the relevant Large Marine Ecosystems is recently published by EEA<sup>7</sup>.</p>

It should be noted that data/indicators that may be used are available (or currently being developed) at EEA and the European Topic Centers<sup>8</sup>.

<sup>7</sup> [http://reports.eea.eu.int/report\\_2002\\_0524\\_154909/en](http://reports.eea.eu.int/report_2002_0524_154909/en)

<sup>8</sup> [http://ims.eionet.eu.int/all\\_indicators\\_box](http://ims.eionet.eu.int/all_indicators_box)

# 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. Tor-Björn Larsson

Which, for the purpose of the signature of this contract, is represented by Mrs  
Jacqueline McGLADE, 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:**

1. ....
2. ....
3. ....

[To be completed].

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 shall expire on 1/12/04**

## **Article 3 - Financial provisions**

1. In consideration of the services performed under this contract, the Agency shall pay to the contractor a sum of up to a maximum of EURO ..... [Amount in figures] ([Amount in words] .....) (VAT [Included] [or] [Excluded] covering all expenses incurred in the course of execution of this contract, including all travel 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:

For LOT 1

### **a) Concerning the sums agreed in paragraph 1;**

**For LOT 1**

**EURO ..... [Amount in figures], payable within 45 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 45 calendar days upon approval by the Agency of deliverables 1, 2, 3, 4 and 5, subject to the acceptance of the invoice (40 %),**

And EURO .....[Amount in figures] payable within 45 calendar days upon approval by the Agency of the of deliverables 6 and 7 (40 %)

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

For LOT 2

EURO .....[Amount in figures], payable within 45 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 45 calendar days upon approval by the Agency of deliverables 1, 2 and 3, subject to the acceptance of the invoice (40 %),

And EURO .....[Amount in figures] payable within 45 calendar days upon approval by the Agency of the of deliverables 4 (40 %).

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.

1. 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]

- Annex I: Description of work
- Annex II: General terms and conditions applicable to contracts awarded by the EEA
- Annex III: Identification sheet
- Annex IV: Reimbursement of travel expenses
- Annex V: VAT and excise duty exemption form
- Annex VI: Declaration on Exclusion Criteria

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 - .....

**For the contractor:**

[.....]  
McGLADE

Director]

Signed in duplicate in English

in ..... on .....[Date]

**For the Agency:**

[Jacqueline  
Executive

Signed in duplicate in

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”)*

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**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.**

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**Call for tender EEA/RNC/04/001**

**IDENTIFICATION SHEET**

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Director: \_\_\_\_\_

Consultant(s): \_\_\_\_\_

VAT No: \_\_\_\_\_

E-mail: \_\_\_\_\_

**Bank details:**

Bank: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Account No: \_\_\_\_\_

BIC code: \_\_\_\_\_

Signed by: \_\_\_\_\_

Company stamp:  
**(must be added)**

## ANNEX IV

### 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.

**EUROPEAN COMMUNITY  
EXEMPTION CERTIFICATE**

**(10) and**

**(1)**

**VAT AND EXCISE DUTY**

**(Directive 77/388/EEC - Article 15**

**Directive 92/12/EEC - Article 23**

Serial No. (optional)

**1. ELIGIBLE INSTITUTION/INDIVIDUAL**

Designation/name: **European Environment Agency**

Street and No. **Kongens Nytorv 6**

Postal code, place: **1050 Copenhagen K**

(Host) Member State: **Denmark**

**2. COMPETENT AUTHORITY FOR ISSUING THE STAMP  
(Name, address and telephone No.)**

**Ministry of Foreign Affairs**

**Protocol Department**

**DK-1448 Copenhagen K  
92 00 00**

**Tel.: +45 33**

**3 DECLARATION BY THE ELIGIBLE INSTITUTION OR PERSON**

The eligible institution hereby declares

(a that the goods and/or services set out in box 5 are intended<sup>9</sup>  
)

for the official use of

a foreign diplomatic  
mission

a foreign consular  
representation

an international organisation

an armed force of a State  
being a party to the North  
Atlantic Treaty (NATO)

for the personal use of

a member of a foreign diplomatic  
mission

a member of a foreign consular  
representation

a staff member of an international  
organisation

\_\_\_\_\_  
(designation of the institution (see box  
4)

<sup>9</sup> Put a cross in the appropriate box

- (b) that the goods and/or services described at box 5 comply with the conditions and limitations applicable to the exemption in the host Member State mentioned in box 1, and
- (c) that the information above is furnished in good faith. The eligible institution or individual hereby undertakes to pay to the Member state from which the goods were dispatched or from which the goods and/or services were supplied, the VAT and/or excise duty which would be due if the goods and/or services did not comply with the conditions of exemption, or if the goods and/or services were not used in the manner intended.

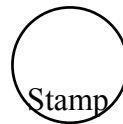
Copenhagen,  
Place, date

\_\_\_\_\_  
Name and status of signatory

\_\_\_\_\_  
Signature

4 STAMP OF THE INSTITUTION (in case of exemption for personal use)

\_\_\_\_\_  
Place, date



\_\_\_\_\_  
Name and status of signatory

\_\_\_\_\_  
Signature

5. DESCRIPTION OF THE GOODS AND/OR SERVICES, FOR WHICH THE EXEMPTION FROM VAT AND/OR EXCISE DUTY IS REQUESTED

A. Information concerning the supplier/authorised warehouse keeper

(1) Name and address

(2) Member State

--	--	--	--

(3) VAT/excise number

B. Information concerning the goods and/or services

No.	Detailed description of goods and/or services <sup>10</sup> (or reference to the attached order form)	Quantity or Number	Value excluding VAT and/or excise duty		Currency
			Value per unit	Total value	
Total amount					

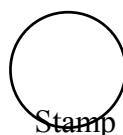
6. CERTIFICATION BY THE COMPETENT AUTHORITY OR AUTHORITIES OF THE HOST MEMBER STATE

The consignment/supply of goods and/or services described in box 5 meets

totally

up to a quantity of (number)<sup>11</sup>

the conditions for exemption from VAT and/or excise duty.



\_\_\_\_\_ Place, date

\_\_\_\_\_ Name and status of signatory (ies)

\_\_\_\_\_ Signature (s)

<sup>10</sup> Delete space not used: This obligation also applies if order forms are attached

<sup>11</sup> Goods and/or services not eligible should be deleted in box 5 or on the attached order form

7. PERMISSION TO DISPENSE WITH STAMP

By letter No \_\_\_\_\_  
(reference to file)

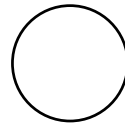
of \_\_\_\_\_  
(date)

\_\_\_\_\_ designation of eligible institution

has been permitted by  
to dispense with the stamp under box 6.

\_\_\_\_\_ (designation of the competent authority in the host Member State)

\_\_\_\_\_ Place, date



Stamp

\_\_\_\_\_ Name and status of signatory

\_\_\_\_\_ Signature



## Explanatory notes

1. For the supplier and/or the authorised warehouse keeper, this certificate serves as a supporting document for the tax exemption of the supplies of goods and services or the consignments of goods to eligible institutions/individuals referred to in Article 15 (10) of Directive 77/388/EEC and Article 23 (1) of Directive 92/12/EEC. Accordingly, one certificate shall be drawn up for each supplier/warehouse keeper. Moreover, the supplier/warehouse keeper is required to keep this certificate as part of his records in accordance with the legal provisions applicable in his Member State. In case a Member State does not grant a direct exemption for the supply of services and, therefore, proceeds to exempt the supply by reimbursing the tax to the beneficiary specified in box 1, this certificate should be attached to the request for reimbursement.
2.
  - a) The general specification of the paper to be used is as laid down in the Official Journal of the European Communities No C 164 of 1.7. 1989, p. 3.

The paper is to be white for all copies and should be 210 millimetres by 297 millimetres with a maximum tolerance of 5 millimetres less or 8 millimetres more with regard to their length.

For an exemption from excise duty the exemption certificate shall be drawn up in duplicate:

    - one copy to be kept by the consignor
    - one copy to accompany the administrative accompanying document
  - b) Any unused space in box 5.B. is to be crossed out so that nothing can be added.
  - c) The document must be completed legibly and in a manner that makes entries indelible. No measures or overwriting are permitted. It shall be completed in a language recognised by the host Member State.
  - d) If the description of the goods and/or services (box 5.B. of the certificate) refers to a purchase order form drawn up in a language other than a language recognized by the host Member State, a translation must be attached by the eligible institution/individual.
  - e) On the other hand, if the certificate is drawn up in a language other than a language recognized by the Member State of the supplier/warehouse keeper, a translation of the information concerning the goods and services in box 5.B must be attached by the eligible institution/individual.
  - f) A recognized language means one of the languages officially in use in the Member State or any other official language of the Community which the Member State declares can be used for this purpose.
3. By its declaration in box 3 of the certificate, the eligible institution/individual provides the information necessary for the evaluation of the request for exemption in the host Member State.
4. By its declaration in box 4 of the certificate, the institution confirms the details in boxes 1 and 3(a) of the document and certifies that the eligible individual is a staff member of the institution.
5.
  - a) The reference to the purchase order form (box 5.B. of the certificate) must contain at least the date and order number. The order form should contain all the elements that figure at box 5 of the certificate. If the certificate has to be stamped by the competent authority of the host Member State, the order form shall also be stamped.
  - b) The indication of the excise No as defined in Article 15(a), paragraph 2 (a), of Directive 92/12/EEC of the authorised warehouse keeper is optional; the VAT identification No must be indicated.

- c) The currencies should be indicated by means of a three-letter code in conformity with the international ISO 4217 standard established by the International Standards Organisation <sup>12</sup>.
- 6. The above mentioned declaration by the eligible institution/individual shall be authenticated at box 6 by the stamp(s) of the competent authorities of the host Member State. It is up to the competent tax authority to obtain such agreement.
- 7. To simplify the procedure, the competent authority can dispense with the obligation on the eligible institution to ask for the stamp in the case of exemption for official use. The eligible institution should mention this dispensation at box 7 of the certificate.

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<sup>12</sup> As an indication, some codes relating to currencies currently used: BEF (Belgian franc), DEM (German mark), DKK (Danish kroner), ESP (Spanish peseta), FRF (French franc), GBP (Pound sterling), GRD (Greek drachma), IEP (Irish pound), ITL (Italian lire), LUF (Luxembourg franc) NLG (Dutch guilder), PTE (Portuguese escudo), ATS (Austrian schilling), FIM (Finnish mark), SEK (Swedish kroner), USD (United States dollar).

## **Annex VI**

### **Declaration on Exclusion Criteria**

The undersigned:

Name of the company/organisation:

Legal address:

Registration Number:

VAT number:

Declares on oath that the company/organisation mentioned above is not in any of the situations mentioned below:

They are bankrupt, being wound up or have suspended business activities, their affairs are being administered by the court, they have entered into an arrangement with creditors or similar measures or are the subject of any proceedings of that nature;

They have been convicted of an offence concerning their professional conduct by a judgement, which is not open to appeal;

They have been guilty of grave professional misconduct;

They have not fulfilled obligations relating to the payment of social security contributions or taxes;

They are guilty of serious misrepresentation in supplying the information required by the authorising department.

I the undersigned am aware that tenders may not be awarded to candidates who during the award procedure are guilty of misrepresentation in supplying, or fail to supply, the information requested by the authorising department.

Full Name:

Date:

Signature: