

Technical specifications

“Framework contract for expert assistance in the area of transport and environment”

1. Background

Integration of environmental concerns into all policy areas has been rising up the political agenda recently with the Cardiff summit of the European Council (June 1998) inviting *“all relevant formations of the Council to establish their own strategies for giving effect to environmental integration and sustainable development within their respective policy areas. They should monitor progress taking account of the Commission’s suggested guidelines and identifying indicators. The Transport, Energy and Agriculture Councils are invited to start this process.”*

Increasing attention is therefore given by the European Environment Agency to producing information that permits the assessment of the effectiveness of the progress with the integration of environmental considerations into sectoral policies. The EEA’s work on the transport sector currently includes a wide set of activities. The transport and environment reporting mechanism (TERM) has been established as a regular monitoring activity. Its outputs are regular indicator-based reports, technical reports, focus reports and indicators on the web. Also other transport projects are undertaken (or envisaged) to support the Commission and to provide the necessary transport information and assessments for the EEA’s main state of the environment and outlooks reports.

Taking into account the priorities in the current and coming EEA work programmes, and the expertise currently available in the EEA and in its EIONET network (in particular European Topic Centres) and the co-operation with Eurostat (responsible for providing most of the statistics on developments in the sectors), expertise is being sought to support the development of the Agency’s transport related activities and the preparation of the Agency’s 2002-2004 activities and projects on transport and the environment.

2. Purpose and contents of the contract

To establish a framework agreement with a contractor that can provide broad support to the EEA’s various transport related tasks and projects.

3. Activities

Tasks can, among others, include:

- contributing to the further development of the transport and environment reporting mechanism (TERM), including support to the regular indicator-based reports as well as related focus report and technical papers, and covering all the EEA member countries and the Accession countries. This also includes the extension of TERM to include wider sustainability concerns;

- developing further criteria and methods for monitoring and assessing progress with the integration of environmental considerations into the transport sector and consequently environmental progress;
- conducting specific studies (and reporting) on the impacts and effectiveness of environmental, transport and other policy instruments and measures;
- providing data, methodological and assessment support to the Agency on transport and environment, including scenario development, policy effectiveness analyses, hotspot analyses;
- supporting the EEA in its scenario and outlooks activities on transport, specifically with respect to the EEA state of the environment and outlooks report (to be published in 2004) and the TERM report,
- carrying out of (spatial) analysis of transport-related environmental hot spots;
- supporting the networking with transport related experts, organisations and authorities throughout Europe, including among others the development of web-based networking tools and the organising and participating in expert meetings and workshops;
- contributing to the assessment, writing and review of transport- relevant chapters in EEA main reports, in particular the Environmental Signals series, the Kiev report and the 2004 state of the environment and outlooks report;
- contributing to EEA activities regarding urban transport and the environment, including e.g. stocktaking of good practices and follow-up of relevant international and national RTD.

To support the above activities, the contractor is expected to provide a wide range of expertise, in particular on the integrated assessment of pressures/impacts engendered by the sector, transport - environment policy integration, transport economy, pricing, taxation, demand management, logistics, technology, links with spatial development and other sectors, travel behaviour etc. In addition, expertise will also be required regarding the wider sustainability concerns, including transport related socio-economic and health impacts and benefits.

Networking and building on country expertise is an essential part of the task. Therefore, the formation of a consortium reflecting the wide geographical European scope of the EEA's member countries - including east, south, north, west - is encouraged. The consortium's size should however be limited to keep the work easily manageable (e.g. 2-4 firms, groups, services providers or contractors).

For some projects the geographic scope of the work can also be pan-European (i.e. including non EEA member countries).

4. Organisation and location of work

The contractor will have to work closely with the EEA staff and the European Topic Centres (ETCs).

The main part of work can be executed from the Contractor's offices, with very regular contacts with the relevant EEA Project Manager for Transport and Environment. Periods of intra-muros work (long term and short term) at the EEA have to be foreseen.

5. Time schedule

The framework contract will run over a period of three years (36 months) following its signature, with the possibility to renew it twice for a period of one year, its maximum duration being limited to 5 years. The start of work is to be specified on specific agreements (a model is attached in Annex III) and the timing will be agreed in discussion with the respective EEA Project Manager.

6. Reports and documents to be submitted

The reports and other products to be provided by the contractor, and their timing, will be detailed under the in the specific agreements.

The following gives an indication of expected products:

- TERM indicator fact sheets and country fact sheets;
- chapter contributions to the TERM reports and other EEA reports;
- focus reports devoted to specific transport / environment issues;
- technical reports dealing with analytical issues, scenario, method and data development;
- background papers for and minutes of certain expert meetings and workshops
- web products.

The reporting language is English. The word processor used in this project is Word. Data are exchanged as Excel spreadsheets and/or as databases compatible with the EEA data warehouse system. All materials are to be delivered in a format compatible with the EEA's computer system.

7. Payment

Payment schemes will be agreed in the specific agreements that will be concluded under the framework contract

8. In drawing up the bid, the tenderer should bear in mind the provisions of the standard framework contract (Annex I), of the General Terms and Conditions applicable to contracts awarded by the EEA (Annex II), and of the specific agreements (Annex III).

9. The tender must include

- all the information and documents required by the authorising department for the appraisal of tender on the basis of the award criteria set out at point 14:
- the price in accordance with point 10.

10. Prices

The contractor will be expected to offer the services at daily rates (in EURO per day) according to the expertise offered and levels of experience (i.e. senior and junior contractor). Travel and subsistence expenses likely to be incurred in the course of execution of the contract (for short term missions to EEA and elsewhere) are to be excluded from these daily rates and indicated separately.

Travel and subsistence costs for *short term* missions to EEA or elsewhere shall be agreed under the specific agreements, and shall be reimbursed in accordance with the rules and conditions relating to the payment of missions expenses in force at the Agency (Annex III).

In addition, daily rates have to be given for *longer term* periods of intra-muros work at the EEA's premises in Copenhagen (more than 14 consecutive days). These need to specify the daily fees and travel/subsistence costs (as calculated by the contractor) separately.

The terms of payment will be specified in the specific agreements and are those, which are in force at the European Environment Agency for Service contracts.

11. Selection criteria

Tenderers must provide evidence of their identity, financial and economic standing and professional and technical qualifications by means of the following documents:

- an identification sheet (name or business name, legal status, contact person etc.), attached in Annex IV
- a list of comparable services and projects performed over recent years
- where applicable, references of the inscription on the VAT-register
- where applicable, references of the inscription on the trade register
- evidence of tenderer's financial standing shall be furnished by (extracts from) financial statements for the past 3 years
- detailed curriculum vitae of the candidate or, where applicable, of the personnel involved in the tender when it concerns a legal person
- information on the candidate's working languages and those in which the candidate is able to submit reports.

Tenders will lapse: 12 months after the final date for receipt of tenders.

12. Contract awarding criteria

The contract will be awarded to the tenderer whose offer is the most advantageous in the working area or areas of interest, taking into account the following criteria:

- good knowledge of policies, data, information sources, and RTD in the transport and environment sector at the European level;
- proven track record of similar activities at the European level, i.e. competence of the working team and capacities to offer expertise on a broad range of transport/environment issues, such as experience in assessing the environmental pressures and impacts from the transport sector, in the evaluation of the effectiveness of related policy measures and instruments, in the development of scenario/ outlooks, in geographic assessments (e.g. using GIS), etc. Expertise should cover all transport modes;
- composition of the team or consortium, which should reflect the wide geographical area of all EEA member countries (north-south-east-west).
- good writing skills and experience in reporting for policy supporting purposes;

- good networking capacities throughout Europe;
- competitiveness - financial considerations and guarantees offered;

Tenders from consortiums of firms or groups of service providers or contractors shall specify the role, qualifications and experience of each member or group.

ANNEXES

Annex I: Model for standard framework contract

Annex II: General terms and conditions applicable to contracts awarded by the EEA

Annex III: Model for specific agreement

Annex IV: EEA rules for reimbursement of expenses

Annex V: Identification sheet

Annex VI: TERM 2000 report, TERM 2001 report

CALL FOR TENDER EEA/IAR/006/01

STANDARD FRAMEWORK CONTRACT (hereinafter “contract”)
[Goods/Service supply]
CONTRACT REF.

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

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- [Name of the contact person]

which, for the purposes of the signature of this contract is represented by
Mr. Domingo JIMÉNEZ-BELTRÁN, Executive Director of the Agency

on the one part

and,
hereinafter referred to as the “Contractor”,
whose official address is:,
whose bank account No is:,
with [Name of establishment, agency branch, city, bank identification code]
and whose VAT registration number is:,
(Registration number under a specific social security system) [optional]

represented by

on the other part

have agreed as follows :

ARTICLE 1 – SUBJECT

1. 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/order forms concluded/placed* for its execution, to perform the following tasks:

- *****.

The detailed program of work is set out in Annex ****

ARTICLE 2 - DURATION OF CONTRACT

1. This contract is concluded for an initial period of **** months with effect from the date on which it is signed by the contracting parties.
2. *It may be renewed twice, tacitly, each time for a period of one year. It may be terminated by either of the parties by sending the other party a registered letter no later than **** months before the expiry of the contract period/It may be renewed annually by agreement between the parties in the form of an exchange of letters.*
3. The total duration of the contract cannot exceed five consecutive years.
4. Once the contract has come to expiry:
 - a. No new *specific agreement/order* may be *concluded/placed*,
 - b. The provisions of the contract shall continue to apply to any *specific agreement/order* still in force until the date of its expiry.
5. *Specific agreements/orders* 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. All invoices or other requests for payment shall indicate the contract number. They shall be drawn up in triplicate and sent to the Agency at the address and for the attention of the contact person as referred above.
4. Payments shall be made into the *contractor's* bank account whose references are mentioned above.

ARTICLE 4 - REVISION OF PRICES

1. From the beginning of the second year of the contract, prices may be revised upwards or downwards each year on the anniversary of the date on which it was signed, where such revision is requested by one of the parties by registered letter no later than three months before that date.
2. The adjustment shall be determined by the trend in consumer prices in the country of origin of the services offered, as 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*).

For the purposes of this contract, revision shall be based on the consumer price index and calculated in accordance with the following formula:

$$P = P_o (0,2 + \underline{0.8 I})$$

Io

Where

P is the new price;

Po is the price in the original tender;

Io is the harmonized consumer price index [for the Member State where the contractor's registered office is located] 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*);

I is the index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

3. Index Euro 15 shall be used when the contractor's registered office is located in a Member State not participating in the Euro.

Index Euro 11 shall be used when the contractor's registered office is located in a Member State participating in the Euro.

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 /send an order form to* 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 **** working days of the *specific agreement/order* being notified by the Agency, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of this *specific agreement/order* and acceptance of the terms and conditions.
3. The *specific agreement/order* 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 specifications (Annex II), and govern as well *specific agreements concluded/orders placed* under it.
2. Signature of the contract does not place the Agency under any obligation whatsoever to *conclude specific agreements/place orders*. 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/orders resulting from it* imply that the Contractor waives all other terms of business.

ARTICLE 7 – OBLIGATIONS OF THE CONTRACTOR

Further to obligations specified in the “General terms and conditions applicable to contracts awarded by the European Environment Agency”, the Contractor hereby declares that::

1. He is insured against any claims resulting from damages caused to himself, his employees, or a third party which may arise in relation to the execution of the present contract;
2. He shall maintain complete independence in relation to all individuals, organizations or government bodies;
3. He shall respect all laws and regulations in force in the Member State(s) where the present contract will be executed.

ARTICLE 8- TERMINATION

1. The Agency may terminate this contract and any *specific agreement concluded /order placed* 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 a *specific agreement concluded /an order placed* pursuant to the standard form general 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 agreement concluded /order placed* under it, by registered letter with acknowledgment of receipt.

ARTICLE 9 – ADMINISTRATIVE PROVISIONS

All communications, reports, and complaints concerning the performance of this contract or arising from a *specific agreement/an order* 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 for the attention of the contact person as mentioned above.

ARTICLE 10 – 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 11 - ANNEXES

The following annexes are an integral part of this contract:

Annex I The tender

Annex II Specifications

Annex III General terms and conditions applicable to contracts awarded by the European Environment Agency.

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

In case of conflict between the provisions of the above-mentioned annexes and either of these documents, the latter shall take precedence.

Done in triplicate in English
In Copenhagen on

For the contractor:

For the Agency:

D. JIMÉNEZ-BELTRÁN
Executive Director

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS AWARDED
BY THE EUROPEAN ENVIRONMENT 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 supplying services under conditions identical to those governing the supply of services by a member of the European Environment Agency's staff. The Contractor and his staff may not be members of the European Environment Agency's staff.
- (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.

Article 2 - Secondary obligations of the Contractors

- (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 to the European Environment Agency undertakes to provide the Agency with any information it may request for the management of the contract.
- (3) 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 to the European Environment Agency shall undertake to send the Agency all information and documents in his possession on 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 therefrom. He shall continue to be bound by this undertaking after the expiry of the contract.

- (3) 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 European Environment Agency.
- (4) If the Contractor's staff is working in the Agency buildings, the contractor shall replace, immediately and without compensation, at the Agency's request any person considered undesirable by the latter.

Article 4 - Permits and licences

- (1) 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

- (1) 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 European Environment 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 European Environment 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 European Environment Agency for any damage they 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 European Environment 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 European Environment Agency, duly noted by the European Environment 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 European Environment 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 European Environment 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 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 of 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 to the European Environment Agency shall not, without the prior and written approval of the European Environment Agency, 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.
- (2) Even where the European Environment 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 European Environment Agency under the contract.
- (3) Save where the European Environment 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 European Environment 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 European Environment 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 European Environment 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 European Environment 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, in which copyright or any other right of ownership already exists and hereby affirms 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 European Environment 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 written approval of the European Environment Agency.

Article 10 – Payments

- (1) *Payments shall be made in euro (€).*
- (2) *At the request of the Contractor, the Agency may pay him an advance equal to 30% of the amount due on completion of the contract. In addition to the requirement of the second paragraph of Article 45 of the Financial Regulation applicable to the Budget of the European Environment Agency, payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit 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 additional amount shall be repaid by the Contractor to the European Environment 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 detail the dates and the number of hours or days of work 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 supporting documents including receipts, used tickets and boarding pass.*
- (6) *Payments shall be made within 60 days of receipt of the invoice by the Agency and shall be deemed to have been made on the date on which the Agency's account is debited.*
- (7) *Upon expiry of the time-limits set above, the contractor may, within two months of receiving the late payment, claim interest, applied by the European Central Bank to its operations in Euro, plus one and a half percentage points.*
- (8) *However, the Agency is not bound to comply with the 60 day payment period if the invoice has not been presented or sent to the correct address as required by the contract or if the contractor has not fulfilled his obligations so that the debt cannot be confirmed or quantified and is not due. The Agency shall inform without delay the contractor that he has failed to meet these requirements. A new 60 day payment period as stated above shall start to run again upon fulfillment by the contractor of his obligations.*
- (9) *The Contractor, whose registered office or place of abode shall be situated within the territory of one of the Member States of the European Environment Agency, shall be required to name a bank within the territory of his country of domicile for the payment of the sums due to him under the contract.*

13. Article 11 – Audits and controls

- (1) *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 European Environment Agency.
- (3) The contractor shall, at the request of the European Environment 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) This 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.

13.1 Article 14 – Amendments

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

Draft

14.

15. FRAMEWORK CONTRACT No. XXXX/BXXXX.EEA.XXXXX

****** SPECIFIC AGREEMENT No XXXX/BXXXX.EEA.XXXXX**

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

- *Kongens Nytorv ,DK-1050 Copenhagen K, Denmark,*
- *[contact person].....*

which, for the purpose of the signature of this contract, is represented by Mr Domingo JIMENEZ-BELTRAN, Executive Director of the Agency,

of the one part,

and

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:

of the other part,

have agreed as follows:

15.1 Article 1 – Subject

Pursuant to the terms of the framework contract No ****, and in accordance with the terms and conditions set out in this specific agreement and its annexes, which form an integral part of the said agreement, the contractor hereby undertakes to perform the tasks specified in Annex I.

15.2 Article 2 – Duration

As from the date it takes effect, this specific agreement is awarded for a period of [months/years].

15.3 Article 3 – Reports

In case the specific agreement requires the submission of reports or time sheets, the specifications of these requirements are described in Annex

Article 4 - Financial provisions

- 1. *In consideration of the tasks performed under this specific agreement, the Agency shall pay to the contractor a lump sum of up to a maximum of EUROcovering all expenses incurred in the course of execution of this specific agreement, including all travel and subsistence expenses.*

Or

- 1. *In consideration of the tasks performed under this specific agreement, and up to a maximum of EURO, the Agency shall pay to the contractor:*
 - a)*the sum of EURO..... [extra muros work] and/or the sum of EURO..... [intra muros work] for each day of work.*
 - [amount in figures] (...[amount in words]...) (VAT [included/excluded]);*
 - b)*[except intra muros work under consultancy contracts] a sum of up to a maximum of EURO covering travel and subsistence expenses incurred in the course of execution of the contract.*

- 2. *Payments shall be made as follows:*

*EURO, payable within 60 days upon receipt by the Agency of an invoice, following the signature of the contract [**** %],*

*EURO, payable within 60 days upon receipt by the Agency of an invoice, following the signature of the contract [**** %],*

.....

(consultancy)

..... [mention the period: monthly etc], within 60 days upon receipt by the Agency of an invoice following approval of the supporting time sheets.

Article 5 – Annexes

The following are annexes to this specific agreement:

- Annex I Technical annex
- [Annex ... Reports and documents]
- Annex [II] General terms and conditions applicable to contracts awarded by the Agency
- [Annex Reimbursement of travel expenses

Done in *triplicate* in English
at Copenhagen on[date]

For the contractor:
Agency:

For the

D. Jimenez-Beltran
Executive Director

REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & 'per diem' expenses occasioned by a convocation of a Contractor to the European Environment Agency 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 accounts 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) Transfer of professional materials or non-accompanied luggage

Subject to prior approval by the Agency.

c) Daily allowance

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

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

NOTES:

Taxis are not chargeable.

For information only:

The current daily allowances are as follows (*)

Austria	:	EUR	89,42	Belgium	:	EUR	149,63
Denmark	:	EUR	179,28	Finland	:	EUR	158,97
France	:	EUR	130,29	Germany	:	EUR	127,10
Greece	:	EUR	113,19	Ireland	:	EUR	165,20
Italy	:	EUR	129,82	Luxembourg	:	EUR	143,48
Netherlands	:	EUR	147,69	Portugal	:	EUR	142,98
Spain	:	EUR	141,30	Sweden	:	EUR	158,97
United Kingdom:		EUR	199,21				

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

ANNEX V

INFORMATION REQUIRED FOR CONSULTING TASKS (per task)

Reference number: _____

Company name: _____

Address: _____

Telephone/fax: _____

Director: _____

Consultant(s):

VAT N°: _____

Bank _____ details _____ (address,
_____ account no and BIC
code: _____

Stamp and signature:
