



## Procedure for submitting an offer for Tender EEA/RNC/03/016

1. Tenders are to be submitted (according the publication in the Official Journal)
  - either by registered mail, posted not later than **06.11.03** (postmark);
  - or by delivery (in person or by an authorised representative or private courier service) to Stéphane Isoard, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on 06.11.03**, 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/03/016. 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: Outlooks on selected agriculture variables for the 2005 State of the Environment and Outlook Report

#### Open call for Tender

EEA/RNC/03/016

#### 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:

*(vi) “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 (SoEOR2005), in order to comply with the EEA Council Regulation and to support the mid-term review of the 6th Environment Action Programme (EAP). The report will provide an assessment of both the past trends and outlooks for Europe’s environment.

The current thinking of the EEA is that SoEOR2005 will be a brief and concise report supplemented by a number of sub-reports, including sub-report 7 with the working title “European Environment Outlook”.

##### *The development of outlooks*

The overall objectives of the outlook activities undertaken at the EEA are the following:

1. To provide outlooks across sectors and themes according to the SoEOR2005 report requirements and which are relevant to decision-makers and give insights (and early warnings if necessary) on what might be expected from the future.

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2. To enhance the development of a long-term systematic approach to outlooks in the EIONET network (European Environment Information and Observation Network) so as to make sure they are incorporated in EEA regular reporting.

In the context of the SoEOR2005 report, outlooks are developed for the following sectors and themes: air and climate change (energy, transport, agriculture, etc.), waste and material flows, water, terrestrial environment and land use development, and nature protection and biodiversity. Both quantitative and qualitative outlooks are developed. This is in line with EEA Council Regulation EC/993/1999 article 2 (vii) stating that a key task of the Agency shall be:

*(vii) “to stimulate the development and application of environmental forecasting techniques so that adequate preventive measures can be taken in good time”*

## **2. Overall objectives of EEA outlooks on selected agriculture variables<sup>1</sup>**

The overall objectives of EEA outlooks on selected agriculture variables are to a) provide quantitative outlooks on agriculture variables, which constitutes an input to the air and climate change scenarios developed by the EEA for the next State of the Environment and Outlook report; b) provide agriculture outlooks which supplement the existing projections used in the RAINS model within the framework of the CAFE (Clean Air For Europe, DG Environment) programme<sup>2</sup> as well as the existing European Commission projections developed up to 2009/2012 (DG Agriculture); c) identify and analyse the main driving forces and uncertainties affecting the future developments of the agriculture sector and provide insights on their possible effects; and d) to gain experience in quantitative modelling and outlooks on agriculture issues and contribute to enhancing the development of a long-term systematic approach to outlooks in the EIONET network.

## **3. Specific objective of the study**

The specific objective of the study is to provide quantitative assessments of future changes in the agriculture sector in EEA member countries up to 2020 and 2030. This includes providing insights on the possible effects of key driving forces and uncertainties on future developments of the agriculture sector as well as developing scenarios and projections, which are relevant to decision-makers and give early warnings if necessary. Due attention will be paid to the specificity of the EEA member countries in terms of regulation and policies (e.g. EU laws, Directives, CAP (Common Agriculture Policy) reform, etc.) and these will explicitly be taken into account. The study is to represent a value added to recent outlooks of the agriculture sector.

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<sup>1</sup> The list of (selected) agriculture variables for which outlooks have to be undertaken is given in Appendix A at the end of this document.

<sup>2</sup> Detailed information on the RAINS model, which is maintained by IIASA, can be found at the following web page: <http://www.iiasa.ac.at/rains/>. Further information on the CAFE programme is available at <http://europa.eu.int/comm/environment/air/cafe/index.htm> while scenario activities are described at <http://europa.eu.int/comm/environment/air/cafe/activities/basescenario.htm>.

## 4. Results

The results of the study shall be provided to the EEA in a final edited report in English no later than nine months after the signing of the contract<sup>3</sup>. An interim report summarising the results of tasks 5.2 and 5.3 and providing proposals for task 5.4 and 5.5 shall be provided to the EEA (no later than four months after signing the contract) as well as a final draft report (no later than eight 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. In that case, the contractor has to acknowledge the EEA funding.

## 5. Activities

### 5.1 Introduction

The study on outlooks for selected agriculture variables shall focus in particular on the effects of key driving forces and the development of a baseline projection and two alternative scenarios. This study is meant to constitute an input to the air and climate change scenarios developed by the EEA for the next State of the Environment and Outlook report. To avoid duplication of work, the contractor will be provided with the relevant statistical data on agriculture by the EEA, including data collected in the framework of IRENA (Indicator Reporting on the Integration of Environmental Concerns into Agriculture Policy) and in cooperation with EUROSTAT. EEA indicator fact sheets related to agriculture can be found at the following address:

<http://ims.eionet.eu.int/Topics/AGRI/indicators>

The contractor will have to rely on modelling experience in the agriculture area and a very good knowledge of agriculture issues at national and European levels. The contractor will demonstrate that they have directly contributed to agriculture outlooks and projections for EEA's member countries, and provide a proven track record accordingly.

The EEA and the contractor will share responsibility for the coordination effort. The contractor shall closely liaise and cooperate with the various groups involved in EEA's outlook activities (i.e. the EEA, the European Topic Centres (ETCs) and in particular the ETC/Air and Climate Change<sup>4</sup>, the Institute for Prospective Technological Studies (Joint Research Centre-European Commission) and other consultants) as well as with the contractors involved in the CAFE (Clean Air For Europe, DG Environment) scenario work.

### *Activity*

Undertake quantitative outlooks for selected agriculture variables, including a baseline projection, sensitivity runs on key driving forces and two alternative scenarios. The outlook activities will have to supplement the existing projections used

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<sup>3</sup> The EEA shall provide the contractor with guidelines on writing styles and formatting of the report.

<sup>4</sup> Key partners include the National Institute of Public Health and the Environment (RIVM, The Netherlands), the International Institute for Applied Systems Analysis (IIASA, Austria) and AEA Technology (AEAT, United Kingdom).

in the RAINS model within the framework of the CAFE (Clean Air For Europe, DG Environment) programme and, to do so, make use as much as possible of the existing European Commission projections developed up to 2009/2012 (DG Agriculture). The projections developed by the contractor will be used in the RAINS model, both within the CAFE framework and EEA's air and climate change scenarios developed by the European Topic Centre on Air and Climate Change, in order to make projections of emissions of pollutants (e.g. nitrous oxide (N<sub>2</sub>O), methane (CH<sub>4</sub>), ammonia (NH<sub>3</sub>)). In this context, the results of the study in terms of data will have to be reported in a format, which is compatible with the RAINS model. Links with EEA's PRELUDE (PRospective Environmental analysis of Land Use Development in Europe) project are also to be expected.

### ***Scope of the study***

As many as possible of the following countries (i.e. EEA 31 member countries + Switzerland): Austria, Belgium, Bulgaria, Czech Republic, Cyprus, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, Turkey and United Kingdom. Results should be reported at national level. When relevant and possible, results should be given at sub-national levels, e.g. on a case study basis. If results are reported in form of maps, these have to be documented by background data.

### ***Timeframe***

Projections up to 2020 for all the parameters and variables given in Appendix A, and as many as possible of these up to 2030. In the final report, the results should be reported by steps of 5 years as a maximum. However, the database of the results, which should be delivered to the EEA in Microsoft Access or Excel formats, will have to include the entire outlook data used for the final report.

### ***Detailed tasks and sequence of activities***

#### **5.2 Provide an overview of the most recent and important outlooks at European and national levels for the selected agriculture variables**

Provide an overview of the most recent and important outlooks at European and national levels for the selected agriculture variables. This implies providing a summary or synthesis, a comparison and an analysis of the main results. Due attention will have to be paid to the modelling tools used to undertake the projections. This review should be limited to 5 pages maximum in the final report.

#### **5.3 Detailed description and discussion of the driving forces for the selected agriculture variables**

Provide a detailed description and discussion of the (economic, sectoral, political and social) driving forces for the selected agriculture variables and how the key driving forces affect (presently and in the future) farmers' and consumers' behaviours (e.g. risk attitude, technology adoption, etc.). Provide a detailed description and discussion of how the key driving forces and their impact on farmers' and consumers' behaviours are reflected/modelled within the quantitative tool to be used for the projections. Both demand and supply side (sectoral and technical) driving forces will have to be analysed. The key driving forces include the following, which is a non-exhaustive list:

1. Demand side:

- Population trends (net growth rates, etc.)
  - Economic growth
  - Food consumption, split up into beef, pork, poultry, eggs, milk, cereals and vegetables, and possibly by sectors (e.g. households/domestic sector, agriculture, services).
  - Meat and crop prices
  - Social and lifestyles changes (vegetarianism, preference for organic products, buying locally, etc.)
2. Supply side
- Farming population trends (net growth rates, ageing, geographical distribution, etc.)
  - Farm size
  - Crop production yields
  - Housing of livestock
  - Technological change/shift
  - Manure system
  - Efficiency of farming appliances
  - Irrigation system and water availability
  - EU Common Agricultural Policy (i.e. market policies, income support payments, rural development policies, etc.)
  - Development of competing activities (tourism, etc.)

A sub-set of key driving forces should be defined in light of their importance for the selected agriculture variables in the future and the policy options. The selection criteria of the driving forces should be made explicit.

Undertake a discussion of the key assumptions, modelling approach and tools to be used to undertake the projections (capabilities, drawbacks and limitations of the approach). The discussion will also focus on the capabilities and drawbacks of the modelling tool to simulate the effects of the key driving forces.

#### **5.4 Analysis of the future development of the key driving forces and running the baseline scenario for the selected agriculture variables**

The baseline scenario for the selected agriculture variables will be based on an analysis of the future development of the key driving forces. The main uncertainties will be identified and discussed. The baseline scenario should include as much as possible all the agreed EU policies up to the end of 2003 (i.e. including 2003 CAP reform negotiations). For the development of the projections, due attention will also be paid to global issues (e.g. World Trade Organisation (WTO) arrangements, etc.). In order to ensure consistency and coherence between EEA's outlooks activities across sectors and themes, the assumptions on the future development of the driving forces will have to build on existing driving forces used by the EEA for the SoEOR2005 report, in particular for population trends, economic growth or water availability.

Report on the baseline scenario: results should cover the list of selected agriculture variables given in Appendix A. Main implications for environment policies of EEA member countries are to be discussed. The key findings, as well as the possible early warnings, will have to be highlighted. A comparative assessment of the baseline scenario with the most recent and important outlooks for the selected agriculture

variables will also be done. The sensitivity runs on key driving forces will be reported and the baseline projection will be re-interpreted in light of these.

### **5.5 Development of two alternative scenarios to the baseline projection for the selected agriculture variables**

The contractor will develop two alternative scenarios to the baseline projection based on an alternative analysis of the future development of the key driving forces. Storylines will be developed, including possible policies and measures, and options affecting the future development of the agriculture sector, e.g. contrasting a liberalised versus a protected EU agriculture market. Alternative assumptions for technological change/shift or social trends could also be the focus for such scenarios. The alternative scenarios will be discussed and agreed between the contractor and the EEA, taking into account the advices/comments from an Advisory Group (see below). The EEA intends to set-up an Advisory Group, consisting of representatives from the Commission (DG ENV, DG AGRI, DG TREN, DG RTD) and additional experts, for the air and climate change scenarios in the SoEOR2005 report. A sub-group could focus on the agriculture outlooks.

The two alternative scenarios will be reported on the same level of detail as the baseline projection. Attention will be paid to the comparison of the results with those of the baseline projection and their analysis. Policy options included in the scenarios and their effects on the selected agriculture variables will also have to be discussed. The key findings, as well as the possible early warnings, will have to be highlighted. A comparative assessment of the alternative scenarios with the most recent and important outlooks for the selected agriculture variables will also be done.

The main role of the Advisory Group is to provide comments and advice for the development of the baseline and alternative scenarios. The Advisory Group will meet with EEA staff and the contractor in Copenhagen as appropriate.

### **5.6 Final report to the EEA**

The results of the study shall be reported to the EEA in an interim report summarising the results of tasks 5.2 and 5.3 and providing proposals for task 5.4 and 5.5 (no later than four months after signing the contract), a final draft report (no later than eight months after the signing of the contract) and a final report (no later than nine months after the signing of the contract). These reports should contain the following indicative chapters, which will be further discussed and defined with the EEA during the course of the study:

- Executive summary
- Chapter 1. Introduction (key questions to be answered, relevance and consistency issues, links with other EEA's outlook activities, etc.)
- Chapter 2. Methodology for undertaking the study (modelling tools, assessment approach, etc.)
- Chapter 3 Detailed description and discussion of the (economic, sectoral, political and social) demand and supply side driving forces for the selected agriculture variables. Discussion of the sub-set of key driving forces in light of their importance to the selected agriculture variables in the future and the policy options. The capabilities and drawbacks of the

	modelling tool to simulate the effects of the key driving forces are discussed.
Chapters 4	Analysis of the future development of the key driving forces and the baseline scenario; the selected agriculture variables are reported. The main uncertainties affecting the selected agriculture variables are discussed and the sensitivity runs on key driving forces are reported. Rationales for the development of alternative scenarios to the baseline projection. Discussion of the policy options to be included.
Chapter 5	Assessment of the future development of the key driving forces in the alternative scenarios to the baseline projection. Comparison of the results of the alternative scenarios with those of the baseline projection.
Chapter 6	A comparative assessment of the results of the study (i.e. baseline projection, sensitivity runs and alternative scenarios) with the most recent and important outlooks at European and national levels for the selected agriculture variables. This implies providing a summary or synthesis, a comparison and an analysis of the main results.
Chapter 7	Conclusions: main findings, key signals and possible early warnings. References Annexes (with data results tables of all the scenarios)

## 6. Deliverables and timetable

The contractor must deliver according to the following timetable:

Within a month after signing of the contract	Kick-off meeting (in Copenhagen) or tele/videoconference with EEA project managers to discuss the detailed activities and implementation plan. The contractor will be provided with relevant statistical data on agriculture by the EEA.
No later than three months after signing of the contract	Progress meeting (in Copenhagen) or tele/videoconference with EEA project managers.
No later than four months after signing of the contract	Delivery of an interim report summarising the results of tasks 5.2 and 5.3 and providing proposals for task 5.4 and 5.5. Discussion and agreement between the contractor and the EEA experts on the development of the two alternative scenarios to the baseline projection.
Within seven months of signing of the contract	Delivery of draft report to the EEA containing drafts of all chapters: the report should be format edited. Delivery of draft database of results (in Microsoft Access or Excel formats).
No later than seven months and a half after the signing of the contract	Comments from the EEA to draft report.
No later than nine months after the	Delivery of final report to EEA: the

signing of the contract	report should include EEA's comments on the draft version and be language and format edited. Delivery of final database of results (in Microsoft Access or Excel formats).
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### **Appendix A - List of (selected) agriculture variables**

Below are given the variables and sub-variables (1) for which the results shall be reported as a minimum and (2) those which are considered important but not essential and therefore should be delivered if feasible only.

#### **1. Variables for which the results shall be reported as a minimum**

##### **Livestock**

- Livestock patterns (i.e. number of living animal):
  - \* Dairy cows
  - \* Other cattle
  - \* Sows
  - \* Fattening pigs
  - \* Laying hens
  - \* Other poultry (if possible distinguishing between "chickens (broilers)" and "other poultry" like geese, turkeys, ducks)
  - \* Sheep and goats

##### **Fertilizers**

- Fertilizers consumption: use of nitrogen (N, split into consumption of "UREA" and "OTHER N mineral fertilizers"), phosphate (P) and potassium (K) mineral fertilisers.
- Cropping patterns (i.e. areas and volumes): cereals (wheat, barley, oat, rye, etc.), maize, rice, oilseed rape, permanent crops (e.g. vineyard, fruits and olive trees), etc.

##### **Supplementary information**

- Macroeconomic assumptions used in the projections (e.g. exchange rates).
- Assumptions about the agricultural policies taken into account, i.e. anticipated no change of WTO agreements or not, EU policies, etc.
- The assumed changes (in time) in productivity for animals, i.e. change in off-take (slaughter) weights, milk production, egg production.
- Assumptions about the improvement in efficiency of application (if they are taken into account or not and how), i.e. better timing, etc.

#### **2. Variables considered important but not essential; deliver if feasible.**

##### **Livestock**

- Livestock patterns (i.e. number of living animal):
  - \* Fur animals
  - \* Horses (if possible distinguishing between "agricultural horses" and "recreational horses")

**Other activities**

- Area enrolled in agri-environment schemes
- Organic farming (area)
- Oilseed crops intended for the production of biodiesel.
- Area of other bio-energy crops, e.g. plants for bio-ethanol production and short-rotation coppice

**Supplementary information**

- Nitrogen and carbon excretion for animals listed above (this will be used to assess emission factors).
- Percent of animals kept on solid manure and liquid manure systems and a discussion of potential future developments, e.g. potential impact of animal welfare-related policies, etc.
- Application of sewage sludge on agricultural land as fertilizer.

**Emissions**

- Nitrous oxide (N<sub>2</sub>O).
- Methane (CH<sub>4</sub>).
- Ammonia (NH<sub>3</sub>).
- Emission factors (for the same pollutants).



**IDENTIFICATION SHEET**

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

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

\_\_\_\_\_

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

Contact person: \_\_\_\_\_

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

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

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,
- Stephane Isoard

Which, for the purpose of the signature of this contract, is represented by Mr Peter Bosch,  
Programme Manager, acting pursuant to a delegation of the 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:

Outlooks on selected agriculture variables for the 2005 State of the Environment and Outlook  
Report.

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 9 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 .....[Amount in figures] ([Amount in words] ..... ) (VAT Excluded) covering all expenses incurred in the course of execution of this 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 (20 % ) ,

EURO .....[Amount in figures], payable within 30 calendar days upon approval by the Agency of the draft report with all draft chapters, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying this interim payment request (40 %),

And EURO .....[Amount in figures] payable within 30 calendar days upon approval by the Agency of the final report, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying the final payment request (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.

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	Description of work (Terms of Reference)
- 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:

[.....]

Signed in duplicate in English  
in ..... on .....[Date]

For the Agency:

Peter Bosch  
Programme Manager

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”)**

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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.

**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)
- Where applicable, inscription in the trade register (copy)
- Where applicable, 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 (if appropriate)
- 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)