

**CONSULTANT CONTRACT**

**CONTRACT REF No. XXXX/BXXXX.EEA.XXXXX**

**The European Environment Agency**, hereinafter called "the Agency", which, for the purposes of the signature of this contract is represented by Mr. Domingo JIMENEZ-BELTRAN, Executive Director of the Agency

on the one part

and

whose official address is:

VAT Nr :

represented by

hereinafter referred to as "the contractor"

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 task :

- 

The programme of work is set out in Annex I which, with the other annexes, forms an integral part of the contract.

**Article 2 - Duration**

This contract will take effect from the date of signature and will end **months** after the date of end of the work described in article I of the contract.

### Article 3 - Reports & Documents

The task entrusted to the contractor under this contract shall be the submission of reports.

The types and numbers of reports to be submitted to the Agency are described in annex II.

### Article 4 - Financial dispositions

1. In consideration of the services performed under this contract, the Agency shall pay to the contractor a maximum amount of                      • for each actual day of work up to a total maximum amount of                      • , **VAT xxcluded.**

It is agreed that the said amount shall cover all expenditures incurred by the contractor in the performance of this contract, with the exception of expenditure as referred to in Article 4 par. 2.

2. The contractor's travel expenses, with the exception of local transport costs, and subsistence expenses and those of his staff, and any expenses for the shipment of equipment or unaccompanied luggage directly connected with the performance of the tasks specified in article 1 of this contract shall be reimbursed in accordance with the special provisions of Annex IV with a maximum amount of                      • .
3. Payments shall be made within 60 days of receipt of the invoice and shall be deemed to have been made on the date on which they are debited to the Agency's account. All payments will be done upon presentation of an invoice.

The Agency may, however, after giving notice to the Contractor, defer payment if the services covered by the request for payment are contested by the Agency or if the vouchers in support of the invoice are incomplete. Where payment is so deferred, the Agency shall not be liable to pay interest or indemnities of any kind.

All request for payment and any complaints shall be sent to the following address :

The European Environment Agency  
For the attention of: The Budget and Finance Department  
Kongens Nytorv 6  
DK - 1050 Copenhagen

The Agency shall be bound to comply with payment periods only if requests for payment are presented at the above address.

4. The payments shall be made to account no.

in the name of

with

bank identification code (BIC code):

#### Article 5 - General conditions and applicable law

1. 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 III to this contract, which the contractor hereby declares to have read and agreed to.
2. This contract shall be subject to Danish law.
3. The Agency and such persons whom are authorised for this purpose by the Executive Director shall be entitled to carry out audits and controls, have access to all books, documents, 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 6 - Non-performance or delayed performance

1. Of any of the obligations arising from this contract, and regardless of the consequences provided for under the law applicable thereto, the beneficiary shall forthwith inform the Agency, with the relevant details, of any event that is liable to prejudice or delay the performance of this contract. The parties concerned shall agree together on the measures to be taken.
2. If no agreement can be reached concerning the delayed performance or/and the non-performance by the beneficiary the Agency may automatically terminate the contract without recourse to any legal proceedings, where no action is taken by the beneficiary within one month of receiving formal notice by registered letter.
3. Furthermore, without prejudice to such termination, the Agency may require reimbursement of all or a 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, as well as the interest incurred on overdue payments at the rate in force on the exchange market in the country of the beneficiary or failing that, in Denmark, for three month's deposits in euross, starting the day when the amounts to be reimbursed were received by the beneficiary. The amount due shall be notified to the contractor by registered mail and reimbursed to the Agency within two months of the notification, failing which the rate of interest on the amounts to be reimbursed shall be raised by 2 % points.

## Article 7 - Jurisdiction

Any dispute between the Agency and the contractor or any claim by one party against the other under this contract which cannot be settled by the contracting parties out of court, shall be brought before the Copenhagen courts.

## Article 8 - Administrative provisions

1. Any amendment to this contract, the annexes thereto or the general terms and conditions applicable to contracts awarded by the European Environment Agency shall be the subject to a supplementary written agreement on the same terms as the contract; a verbal agreement shall not be binding on the contracting parties.
2. The reference number indicated on the first page of this contract as well as the subject of the contract mentioned in article 1 must be mentioned in all relevant reports. For all letters and financial documents with reference to the performance of this contract, only the reference number is compulsory.
3. Any communication with reference to the performance of this contract shall be in written form and shall be sent to the following address :

For the Agency:

EUROPEAN ENVIRONMENT AGENCY

For administrative and financial matters for the attention of :

The Budget and Finance Department

For technical aspects only, For the attention of :

Kongens Nytorv 6  
DK - 1050 Copenhagen K

For the contractor, For the attention of

## Article 9 - Tax

1. The Agency shall, in respect of its financial interest in the contract, be 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 European Environment Agency and the Government of Denmark of 17 August 1995.

2. The contractor **is/is not** subject to VAT The VAT number of the contractor is XXX

3. The VAT number of the European Environment Agency is: **DK 18 13 98 39**.

Article 10 - Annexes

1. The following are annexes to this contract:

<b>Annex I</b>	Technical annex
<b>Annex II</b>	Reports and documents
<b>Annex III</b>	General terms and conditions applicable to contracts awarded by the European Environment Agency.
<b>Annex IV</b>	Reimbursement of travelling expenses

2. In case of conflict between dispositions of the annexes and those of the contract, dispositions of the contract will prevail.

Done at Copenhagen on  
in three copies, in the English language.

For the contractor:

For the Agency:

D. JIMENEZ-BELTRAN  
Executive Director