### Service Contract No. xxxxxx

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

- Kongens Nytorv 6, DK-1050 Copenhagen K, Denmark,
- Bert Jansen, Project Officer

which, for the purpose of the signature of this contract, is represented by Mr Sigfus Bjarnason, Programme Manager acting pursuant to a delegation of the Interim 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
VAT registration number:
Represented by:[Position of the signatory],

## **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 provide the European Environment Agency with services relating to:

usability of the web site

of the other part, have agreed as follows:

• user survey amongst the primary target audience of the web site

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 one year.

# **Article 3 - Financial provisions**

- 3.1 In consideration of the services performed under this contract, and up to a maximum of EURO......the Agency shall pay to the contractor:
- (a) The sum of EURO ..... for each day of work.
- (b) A sum of up to a maximum of EURO ......covering all travel and subsistence expenses incurred in the course of execution of the contract.
- 3.2 Payments shall be made as follows:
- (a) Concerning the sums agreed in Article 3.1(a):
  - EURO ...... payable within 60 days upon receipt by the Agency of an invoice, following the signature of the contract (20% of the total amount of the contract).
  - EURO ......, payable within 60 days upon receipt by the Agency of an invoice following approval of the interim report (40% of the total amount of the contract).
  - EURO ...... payable within 60 days upon receipt by the Agency of an invoice following approval of the final report (40% of the total amount of the contract).
- (b) Expenses incurred under Article 3.1(b) shall be reimbursed on receipt of an invoice and supporting **original** documentation (e.g. ticket stubs, invoice, boarding passes etc.) in accordance with **Annex IV** of the contract.
- (c) Invoices shall indicate the contract number and shall be sent to the contact person and Agency address as referred above.
- (d) 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**

Annex I	Description of work	

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

Annex III VAT exemption form – if applicable Annex IV Reimbursement of travel expenses

1. The following are annexes to this contract:

2. In case of conflict between provisions of the contract and those of the annexes, the provisions of the contract shall take precedence. In case of conflict between provisions of Annex II and the provisions of other annexes, those of Annex II shall take precedence.

For the contractor:	For the Agency:		
Signed in duplicate in English inon[ <mark>Date</mark> ]	Signed in duplicate in English in Copenhagen on[Date]		