



## Procedure for submitting an offer for Tender EEA/RNC/03/012

1. Tenders are to be submitted (according the publication in the Official Journal)
  - either by registered mail, posted not later than **03.11.03** (postmark);
  - or by delivery (in person or by an authorised representative or private courier service) to Ronan Uhel, The European Environment Agency, Kongens Nytorv 6, DK-1050 Copenhagen K **not later than 16.00 on 03.11.03**, 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/03/012. 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: Information base and pre-processing of key data on the main interactions between Europe's environment and worldwide developments.**

#### **Open call for Tender**

**EEA/RNC/03/012**

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

According to the European Environment Agency Regulation (1210/90/EEC, amended in EC/993/1999) article 2, 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 EEA 'State of the Environment and Outlook Report', entitled 'Europe's Environment at the Turn of the Century' was published in 1999. The EEA has recently initialised the preparation of its next State of the Environment and Outlook report (SoEOR2005), which is expected to be published in 2005, in order to comply with the EEA Council Regulation and to support the mid-term review of the 6th Environment Action Programme (6EAP) of the European Union. The report will provide an assessment of both past trends and outlooks for Europe's environment.

It is the current thinking of the EEA that SoEOR2005 will be a brief and concise report supplemented by a number of sub-reports, including a sub-report with the working title "Europe's environment and the Global dimension: key interactions". Additional information about SoEOR2005 and other sub-reports can be found in Annex VIII. For this sub-report on the global dimension, the EEA needs to compile a list of relevant information sources on the basis of which data and qualitative information can be exploited for an indicator-based assessment.

#### **2. Overall objective of EEA work on analysing the interactions between Europe's environment and the worldwide developments**

The enlarged EU, being a leading economic and political region on the international scene, bears an important responsibility within the 'global governance' process. What

is the share of Europe in the array of environmental problems of the world? Do some of these problems have their origin in Europe? How in turn international issues affect Europe's management of its environment? Can one anticipate the effects on the environment, somewhere outside Europe, of Europe's economic growth? And so on.

This will be the first report by the EEA to attempt addressing such questions in a structured way. It will provide - data allowing - more than an up-to-date analysis of the EU 'footprint' on other regions in the world. The report will try to illustrate the order of magnitude of EU/global interactions when it comes to the need for integrated policies on environmental sustainability issues. To this end, the report will take into consideration sustainability features such as global responsibility, distributional equity, adaptability and security, decoupling. The issue of trade and environment is a central one in this context as it covers the question of flows of goods and services (footprint), the development of environment standards (policies, business behaviour), the issue of damaging subsidies, 'responsible' investments, in other words main aspects related to the debate for a global governance.

When considering the Implementation Plan of World Summit on Sustainable Development (Johannesburg, Sept. 2002), all Multi-lateral Environmental Agreements, environment-oriented direct investments and policy guidelines on impact assessments (like in trade policies), there appear to be a wealth of policy documents which include in their objectives the preservation/protection of the global environment. Subsequently, the EU commitment to these policies expresses the role, the share and the contribution of the EU to this end. However, in contrast, there exist only a limited and highly-fragmented set of targeted actions towards reaching such objectives. This renders any evaluation of progress difficult, in addition to the lack of an appropriate information basis on EU-global interactions related to environment.

The aim with the sub-report is to contribute, via illustrative cases, to increase the understanding of what these interactions are and how one can relate them to existing policy objectives or not.

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

The EEA needs to compile a list of relevant information sources addressing the linkages between the environmental issues in Europe and the international and European socio-economic and political matters that relates to effects on the environment.

The specific objective of the work is to provide an information base on data, studies and assessment reports relevant for analysing the key features of respective impacts of European and worldwide political/social/economical developments on Europe's and other regions' environmental conditions. Though trends over the past 30 years will be the main focus, sources providing long-term tracking (past and future) data and studies will also be appropriate to compile.

### **4. Results**

The work will result in:

- a) The compilation of information sources in the form of a database structured around the main interactions between Europe's environment and the global dimension;
- b) Extraction and pre-processing of data for the production of indicator fact sheets.

Unless justified on better usability premises, the database should be developed in Excel format. The indicator fact sheets will be developed in Word format, according to the EEA template.

A technical report shall be provided to the EEA in a final edited report in English no later than eleven months after the signing of the contract<sup>1</sup>.

## 5. Activities

### 5.1. Main tasks: compilation of information sources and indicator fact sheets

The EEA has elaborated a first tentative list of contents for the sub-report on global dimension, which is detailed hereafter:

Chapt.	Title	Pages
<b>SECTION I: INTRODUCTION AND DRIVING FORCES</b>		
<b>1.</b>	<b>Framing the Global/EU environmental interactions</b>	5
1.1.	What are the key challenges <ul style="list-style-type: none"> <li>• Meeting European needs, consuming world resources (responsibility, equity, decoupling, irreversible damages)</li> <li>• Vulnerability to global changes (adaptability, intergenerational equity)</li> <li>• Global governance (trade policies, international environmental commodity agreements)</li> </ul>	
1.2.	Current policy context and state-of-action	
<b>2.</b>	<b>European economies depend on the world's environment</b>	15
2.1.	Resources (footprints): stocks, flows, accounts and impacts	
2.2.	Movement of European polluting productions	
2.3.	Prospects of European lifestyles (consumption patterns) and their impacts	
<b>3.</b>	<b>Global changes: Europe's share</b>	15
2.1	Contribution to global changes (climate change, ozone, biodiversity loss)	
2.2.	The prospects of mitigation: Europe's efforts vs. world's trends	
2.3.	Vulnerability to changes: distribution of Europe's ecosystems goods and services, human security	
<b>4.</b>	<b>The case of trade and environment</b>	25
4.1.	What are the main EU trade flows with an environmental dimension	
4.2.	Their environmental impacts: selected case studies	
4.3.	The potential effects of environment integration on trade flows: selected case studies	
4.4.	The use of trade measures to support environmental objectives	

<sup>1</sup> The EEA shall provide the contractor with guidelines on writing styles and formatting of the report.

<b>5.</b>	<b>Measures, policies and options to address the environmental effects of EU/Global interactions</b>	<b>15</b>
5.1.	EU/international comparisons on progress towards major MEAs	
5.2.	Natural and man-made resources (technologies): substitutes or complement; selected case studies, use of the precautionary principle	
5.3.	Setting European environmental standards: effects (selected case studies)	
5.4.	Sustainability impact assessments of multilateral trade agreements	
5.5.	'Responsible' investment: the role of foreign direct investments	
5.6.	Ethical responsibility of business (behaviour, stewardship)	
<b>Total</b>		<b>75</b>

#### *5.1.1. Information sources*

The contractor is expected to identify relevant sources of material addressing the topics selected in this list of contents and to appraise these sources in terms of:

- usefulness of the material (pertinence, soundness, reliability)
- accessibility to the EEA users (confidential/public, paper/web support).

The bidders are expected to comment on this aspect of identification of sources as well as on criteria for selection of sources of information.

Once selected, the source of information and the information itself will be described according to common description fields which will relate to the topics from the list of contents above. The detailed description fields will be agreed upon by the EEA and the contractor at the inception meeting and will be used to structure the database.

The information source can be any type of available source from public, academic, research and business sectors.

#### *5.1.2. Indicator fact sheets*

In parallel to the compilation of the database on information sources, the contractor will, in consultation with EEA, identify main indicators that would substantiate the assessment of the sub-issues indicated in the list of contents above. These indicators, which can be based on illustrative case studies, should then be calculated by processing data from the selected information sources, in combination with existing EEA data sources (see section 5.2. below). The indicator will be presented in a fact sheet according to the EEA template.

The indicator fact sheets will be:

- written in English (UK);
- consistent with EEA's writing style.

The indicator data sheets will contain:

- all graphs used in the corresponding fact sheet, included as a separate sheet in the spreadsheet file, followed by
- a sheet with the data used for the graph, including the graph's title, unit(s), source(s) and note(s), linked to
- a sheet with manipulated data (gap filling et cetera), linked to
- a sheet containing the raw data as received from the source of data.
- A 'read-me'-sheet, mentioning the exact and complete reference to the source(s) (preferably with internet-links), possible links to other spreadsheets and useful notes and remarks.

The word processor used in this project is Word. Data are exchanged as Excel spreadsheets. All material is to be delivered in a format compatible with the EEA's computer system (i.e. Office 2000). It is expected that Word and Excel functionality will be fully used (e.g. caption and cross-references in order to avoid fault references on the one hand and to simplify reuse of charts and tables in other documents than the indicators fact sheet on the other).

## **5.2. Links to related EEA products and activities**

EEA will ensure access to relevant EEA information and reports, including data stored in the EEA information system, and if needed help to get access to data/information from other international organisations and the EIONET network.

In addition, the sub-report on the global dimension, due to its scope, will link to most of the SOER 2005 sub-reports (see Annex VIII), if not rely on these sub-reports to articulate the main messages. While looking at these links, the following can be highlighted:

- SR1 (Household consumption): consumption patterns have a direct influence on trade (products/standards), some influence on exports of industrial production, and are connected to other activities (e.g.; international tourism). The development of a sustainable consumption & production plan provides the policy context here.
- SR2 (Enlargement): the extension of the internal market to the new countries can provide appropriate case studies on, for instance, the effects of trade agreements on the environment.
- SR3 (Loss of biodiversity): the issues of footprint (including preservation of goods and services of ecosystems), global responsibility and equity are very present here
- SR4 (Use of natural resources): idem. Europe's contribution to the Millennium goal on Water provides another context here
- SR5 (Policy integration): progress towards integrating the concerns of the EU impacts on the world's environment should be analyzed.

- SR6 (Climate change and energy): climate change is a global issue for which Europe's policies on mitigation and adaptation interacts with other policies in other regions. Europe's contribution to the Millennium goal on Energy provides another context here.
- SR7 (outlooks): Assumptions on global socio-economic developments are part of the approach.
- SR9 (health): perhaps the most difficult area where to see clear links. Causation needs to be studied more precisely.

The EEA will organise for the necessary exchange of information with the experts working on the related sub-reports. The contents of the exchange of information will be appraised as the respective works develop.

## 6. Location of work

The work shall be executed from the contractor's offices, with regular contacts with Ronan Uhel, the EEA Project Manager. An inception meeting, as well as one progress meeting (1 day meeting) will take place at the EEA headquarters, Copenhagen.

## 7. Report to the EEA

The work prepared by the contractor shall be documented in a technical report, which shall be submitted to the EEA in five paper copies and a floppy/CD disc (in Word format). This short technical report should provide an evaluation of the outcomes of the project (difficulties, potentials) and formulate recommendations for a similar study in the future, the maintenance of the database on information sources and the indicator factsheets.

## 8. Timetable.

Within a month after signing of the contract	Kick-of meeting or teleconference with EEA project manager(s) in Copenhagen to clarify activities and fine-tune the work plan
No later than two months after signing of the contract	<ul style="list-style-type: none"> <li>• Progress report on the process of identifying relevant information sources</li> <li>• Draft proposal for organizing the Excel database</li> <li>• First proposals for main indicators</li> </ul>
No later than three months after signing of the contract	<ul style="list-style-type: none"> <li>• First review of potential information sources</li> <li>• Demo of the database</li> <li>• First indicator fact sheets</li> </ul>
No later than five months after signing of the contract	<ul style="list-style-type: none"> <li>• Final review of potential information sources and compilation of the database</li> <li>• Final drafting of indicator fact sheets</li> </ul>
No later than seven months after the	<ul style="list-style-type: none"> <li>• Delivery of database and edited indicator</li> </ul>

signing of the contract	fact sheets <ul style="list-style-type: none"> <li>• Delivery of technical report. The report should include the EEA comments on the draft version and be format edited</li> </ul>
If needed before and after the delivery of the final report	The contractor shall be available to the EEA for responding to questions of clarification that may arise from the consultations on the draft and/or final report



Call for tender EEA/RNC/03/012

Annex III

**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,
- Ronan Uhel

Which, for the purpose of the signature of this contract, is represented by Mr Jock Martin,  
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:

Information base and pre-processing of key data on the main interactions between Europe’s environment and worldwide developments.

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 11 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 first indicator fact sheets, subject to the acceptance of the invoice and, where appropriate, of the other documents accompanying the interim final 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
- 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:

For the Agency:

[.....]

Jock Martin  
Programme Manager

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

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)
- Inscription in the trade register (copy)
- 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)



## **Information on SoEOR2005 and sub-report 1 and sub-report 8**

### **The EEA State of the Environment and Outlook Report (SoEOR2005)**

The EEA State of the Environment and Outlook report (SoEOR2005) and its sub-reports are being prepared for possible publication in 2005, to comply with the EEA Council Regulation and to support the mid-term review of the 6<sup>th</sup> Environmental Action Programme. It is the current thinking of the EEA that SoEOR2005 will be a brief and concise report supported by the following sub-reports:

1. European household consumption and the environment – trends, outlooks and policy effectiveness
2. Environmental aspects of enlargement
3. Conserving ecosystems and biodiversity (ecosystem goods and services)
4. Sustainable use and management of natural resources
5. Policy integration
6. Climate change and the use of clean energy
7. European environment outlook
8. Global issues – Europe's impact on the global environment
9. Environment and health

The reports will cover all EEA member and participating countries. They will cover trends in the 20th century, with a focus on 1990 – present, and outlooks to 2010/20 and beyond where appropriate.



## **Sub-report 1: European household consumption and the environment – trends, outlooks and policy effectiveness**

This will be the first report by the EEA providing an assessment of the past trends and future outlooks for the European household sector and its environmental effects. The report will focus on the recent and possible future changes in the consumption of the main goods and services by European households, the major environmental effects of consumption and the effectiveness of policies to limit these effects.

The report will provide information at a regional, national and local level in EEA member countries (EU countries, Accession countries, EFTA countries, other participating countries) focusing on past trends from 1990 onwards and possible future outlooks to 2020. When information is provided on a national or local level it will often not cover all countries, but will be used to provide examples.

Section I of the report (SR1) will introduce the political and institutional context (chapter 0) and analyse the economic and social drivers underlying changes in consumption patterns and the distributive effects of consumption policies (chapter 1). Section II will focus on the consumption “inside” the households of food (chapter 2), water (chapter 3), energy (chapter 4) and other goods (chapter 5). Section III will focus on waste and material flows from consumption inside households and will thus contain a chapter on waste and material flows from household consumption (chapter 6). Section IV will focus on consumption outside the households of mobility and transport (chapter 7), tourism (chapter 8), recreational services (chapter 9) and environmental protection services (chapter 10). Each of the chapters in sections II, III and IV will assess, provide information on and analyse the recent trends and future outlooks, the environmental effects of consumption and the policy effectiveness and policy options. Section IV will identify the main patterns in European household consumption and the ex-post and ex-ante effectiveness of household consumption policies (chapter 11).

EEA outlooks and projections will be included in chapter 1 (driving forces), chapter 3 (water use), chapter 4 (energy use), chapter 6 (waste and material flows), chapter 7 (mobility and transport) and chapter 11 (changing consumption patterns and policy effectiveness). For the remaining chapters, scenarios and outlooks prepared by others will be included to the extent possible.



## Draft outline of sub-report 1 (excluding executive summary, conclusions etc)

Chapt.	Title	Pages
<b>SECTION I: INTRODUCTION AND DRIVING FORCES</b>		
<b>0.</b>	<b>Introduction: Purpose and context</b>	2
0.1.	Purpose: Sub-report of SOEOR2005; input to EU and UN policy process; information to public and decision-makers	
0.2.	The political and institutional context: UN (Agenda 21; framework of programmes on consumption and production; accounting; poverty); EU (6EAP; EU SD Strategy; enlargement; Cardiff process; thematic strategies)	
<b>1.</b>	<b>Household consumption driving forces and policies</b>	7
1.1.	Economic driving forces of consumption: income level and distribution; interest rates; production; technology (including internet); public and private expenditures; budgets; advertising; geographical distribution of population	
1.2.	Social driving forces of consumption: changing lifestyles, ageing; household size; increased leisure time; demand for housing; demand for mobility; consumers attitude to the quality of the products; the poverty issue	
1.3.	Consumption and production policies, technology and its distributive effects: e.g. larger impacts on poorer households, energy taxes.	
<b>SECTION II: CONSUMPTION INSIDE THE HOUSEHOLDS</b>		
<b>2.</b>	<b>Household food consumption</b>	7
2.1	Trends (and outlook) in food consumption: historical; from post-war scarcity to the over-consumption; demand vs. prices and quality; trade incl. Imports; health concerns	
2.2.	Environmental effects of food consumption (including waste; resource use; water, soil and air pollution from agriculture and food industry)	
2.3.	Policy effectiveness, policy options and distributive effects (including labelling; economic instruments; regulation)	
<b>3.</b>	<b>Household water use</b>	5
4.1.	Trends and outlook in household water use (possibly by functions: alimentation, washing and irrigation; sewerage and wastewater; health aspects)	



4.2.	Environmental effects of household water use: resources and pollution	
4.3.	Policy effectiveness, policy options and distributive effects (including policy effectiveness of household water pricing)	
<b>4.</b>	<b>Household energy use</b>	5
5.1.	Energy use trends and outlooks (by functions: housing, transport and type of energy: electricity, gas, diesel, coal, fuel wood)	
5.2.	Environmental effects of household energy use (climate change and air pollution)	
5.3.	Policy effectiveness, policy options and distributive effects (including technology, economic instruments)	
<b>5.</b>	<b>Household consumption of other goods</b>	7
3.1.	Trends (and outlook) in consumption of other goods: Durable goods (refrigerators; freezers; electric cookers; clothes washers; clothes dryers, dishwashers; microwaves; air conditioning; TVs; stereos; computers; mobiles); non-durable goods (clothes, hygiene products etc)	
3.2.	Environmental effects of consumption of other goods (including energy and water use; waste; effects from production, chemicals in the environment etc.)	
3.3.	Policy effectiveness, policy options and distributive effects (including technology; taxes and other economic instruments; regulation)	
SECTION III: WASTE AND MATERIAL FLOWS FROM CONSUMPTION INSIDE THE HOUSEHOLDS		
<b>6.</b>	<b>Waste and material flows from household consumption</b>	7
6.1.	Trends in material flows related to household consumption	
6.2.	Trends and outlooks for waste flows from households (municipal waste, packaging waste, electronic waste; hazardous waste, management)	
6.3.	Environmental effects of waste flows from households	
6.4.	Policy effectiveness, policy options and distributive effects	
SECTION IV: CONSUMPTION OUTSIDE THE HOUSEHOLDS		
<b>7.</b>	<b>Meeting household mobility and transport needs</b>	7
7.1.	Trends and outlook for household mobility and transport (by functions and modes)	
7.2.	Environmental effects of transport by households (emissions; compare with goods transport; impacts on ecosystems and on quality of life; noise and time spent)	



7.3	Policy effectiveness, policy options and distributive effects	
<b>8.</b>	<b>Tourism</b>	5
8.1.	Trends (and outlook) for tourism (Eurostat statistics, TOUERM)	
8.2.	Environmental effects of tourism (emissions; land use; water use; waste; frequentation of natural sites)	
8.3	Policy effectiveness, policy options and distributive effects	
<b>9.</b>	<b>Household consumption of recreational services</b>	5
9.1	Trends (and outlook) for household consumption of recreational services (e.g. access of citizens to forests and green areas, parks, beaches, various landscapes, biodiversity, species etc)	
9.2	Distributional issues (of access to recreational services)	
9.3	Effectiveness of policies to ensure access to recreational services	
<b>10.</b>	<b>Household consumption of environmental protection services</b>	6
10.1	Introduction on public procurement	
10.2	Household consumption of environmental protection services	
10.3	Policy effectiveness, policy options and distributive effects	
<b>SECTION IV: CONSUMPTION PATTERNS AND POLICY EFFECTIVENESS</b>		
<b>11.</b>	<b>Changing consumption patterns and evaluation of policy effectiveness</b>	7
11.1	Main patterns identified in recent and possible future household consumption	
11.2	Effectiveness of policies to limit environmental effects of household consumption (ex-post policy effectiveness)	
11.3	Policy options and possible effects (ex-ante policy effectiveness)	
<b>Total</b>		<b>70</b>

### Sub-report 1 relations to policy objectives (6EAP, SDS and others)

The aim is that the report will contribute to the European and global policy processes to change consumption and productions patterns. At an informal meeting of EU countries on sustainable consumption and production in June 2003 Member countries expressed a considerable interest in the report and in it being used as an input in the European policy process on sustainable consumption and production.

The report is related to the mid term review of 6EAP, in particular the actions identified in 6EAP to

- “promote sustainable production and consumption patterns...”;
- “improve collaboration and partnerships with consumers and their



- organisations”;
- “help ensure that individual consumers... are better informed... with a view to achieving sustainable consumption patterns”; and
  - “improve collaboration and partnerships with consumer groups.

It is also linked to the EU thematic strategies and to the EU Sustainable Development Strategy and its implementation.



## **Sub-report 8: Europe's environment and the Global dimension: key interactions** (working title)

### **Storyline**

The enlarged EU, being a leading economic and political region on the international scene, bears an important responsibility within the 'global governance' process. The consideration of the environmental dimension in this context of 'globalization' has been fluctuating over the past decade; however, it seems that since the Doha World Trade Organization meeting and the Johannesburg Summit on Sustainable Development the concerns for environment integration in international public and business policies are getting articulated. There is growing consensus today that, all evidence showing, environmental degradation and resource depletion can amplify or cause conflict and instability. Environmental or resource problems that substantively diminish incomes or employment result in increasing poverty and crime, cause environmental and health hazards, aggravate insecurity, social tensions and political instability, and pose threats to national security. Furthermore, conflicts over shared natural resources and ecosystems may lead to tensions within and between States. All this undermines the efforts of the countries themselves and of the international community to promote an economically prosperous, and environmentally and socially sound 'globalized development'.

What is the share of Europe in the array of environmental problems of the world? Do some of these problems have their origin in Europe? How in turn international issues affect Europe's management of its environment? Can one anticipate the effects on the environment, somewhere outside Europe, of Europe's economic growth? And so on. This will be the first report by the EEA to attempt addressing such questions in a structured way. It will provide - data allowing - more than an up-to-date analysis of the EU 'footprint' on other regions in the world. The report will try to illustrate the order of magnitude of EU/global interactions when it comes to the need for integrated policies on environmental sustainability issues. To this end, the report will take into consideration sustainability features such as global responsibility, distributional equity, adaptability and security, decoupling. The issue of trade and environment is a central one in this context as it covers the question of flows of goods and services (footprint), the development of environment standards (policies, business behaviour), the issue of damaging subsidies, 'responsible' investments, in other words main aspects related to the debate for a global governance.

The report, due to its scope, will link to most of the SOER 2005 sub-reports, if not rely on these sub-reports to articulate the main messages. While looking at these links, the following can be highlighted:

- SR1 (Household consumption)): consumption patterns have a direct influence on trade (products/standards), some influence on exports of industrial production, and



are connected to other activities (e.g.; international tourism). The development of a sustainable consumption & production plan provides the policy context here.

- SR2 (Enlargement): the extension of the internal market to the new countries can provide appropriate case studies on, for instance, the effects of trade agreements on the environment.
- SR3 (Loss of biodiversity): the issues of footprint (including preservation of goods and services of ecosystems), global responsibility and equity are very present here
- SR4 (Use of natural resources): idem. Europe's contribution to the Millennium goal on Water provides another context here
- SR5 (Policy integration): progress towards integrating the concerns of the EU impacts on the world's environment should be analyzed.
- SR6 (Climate change and energy): climate change is a global issue for which Europe's policies on mitigation and adaptation interacts with other policies in other regions. Europe's contribution to the Millennium goal on Energy provides another context here.
- SR7 (outlooks): Assumptions on global socio-economic developments are part of the approach.
- SR9 (health): perhaps the most difficult area where to see clear links. Causation needs to be studied more precisely.

### Draft outline (excluding executive summary, conclusions etc)

Chapt.	Title	Pages
<b>SECTION I: INTRODUCTION AND DRIVING FORCES</b>		
<b>1.</b>	<b>Framing the Global/EU environmental interactions</b>	5
1.1.	What are the key challenges <ul style="list-style-type: none"> <li>• Meeting European needs, consuming world resources (responsibility, equity, decoupling, irreversible damages)</li> <li>• Vulnerability to global changes (adaptability, intergenerational equity)</li> <li>• Global governance (trade policies, international environmental commodity agreements)</li> </ul>	
1.2.	Current policy context and state-of-action	
<b>2.</b>	<b>European economies depend on the world's environment</b>	15
2.1.	Resources (footprints): stocks, flows, accounts and impacts	
2.2.	Movement of European polluting productions	
2.3.	Prospects of European lifestyles (consumption patterns) and their impacts	



<b>3.</b>	<b>Global changes: Europe's share</b>	15
2.1.	Contribution to global changes (climate change, ozone, biodiversity loss)	
2.2.	The prospects of mitigation: Europe's efforts vs. world's trends	
2.3.	Vulnerability to changes: distribution of Europe's ecosystems goods and services, human security	
<b>4.</b>	<b>The case of trade and environment</b>	25
4.1.	What are the main EU trade flows with an environmental dimension	
4.2.	Their environmental impacts: selected case studies	
4.3.	The potential effects of environment integration on trade flows: selected case studies	
4.4.	The use of trade measures to support environmental objectives	
<b>5.</b>	<b>Measures, policies and options to address the environmental effects of EU/Global interactions</b>	15
5.1.	EU/international comparisons on progress towards major MEAs	
5.2.	Natural and man-made resources (technologies): substitutes or complement; selected case studies, use of the precautionary principle	
5.3.	Setting European environmental standards: effects (selected case studies)	
5.4.	Sustainability impact assessments of multilateral trade agreements	
5.5.	'Responsible' investment: the role of foreign direct investments	
5.6.	Ethical responsibility of business (behaviour, stewardship)	
<b>Total</b>		<b>75</b>

### ***Relation to policy objectives (6EAP, SDS and others)***

If considering the WSSD Implementation Plan, all Multi-lateral Environmental Agreements, environment-oriented direct investments and policy guidelines on impact assessments (like in trade policies), there appear to be a wealth of policy documents which include in their objectives the preservation/protection of the global environment. Subsequently, the EU commitment to these policies expresses the role, the share and the contribution of the EU to this end. However, in contrast, there exist only a limited and highly-fragmented set of targeted actions towards reaching such objectives. This renders any evaluation of progress difficult, in addition to the lack of an appropriate information basis on EU-global interactions related to environment. The aim with the sub-report is to contribute, via illustrative cases, to increase the understanding of what these interactions are and how one can relate them to existing policy objectives or not.



The Commission Communication COM(2002) 82 final (“Towards a global partnership for sustainable development”) complements the strategy endorsed by the Göteborg European Council in defining the European Union’s contribution to global sustainable development. The Communication sets out the six priorities listed below, which are then detailed in terms of priority objectives and EU actions:

- Harnessing globalisation: trade for sustainable development;
- Fighting poverty and promoting social development;
- Sustainable management of natural and environmental resources;
- Improving the coherence of EU policies;
- Better governance at all levels;
- Financing sustainable development.

The 6EAP, in describing the principles and overall aim states that “The Programme shall stimulate:

- the positive and constructive role of the European Union as a leading partner in the protection of the global environment and in the pursuit of a sustainable development; the Community institutions, taking full account of the need to promote transparency and access to information, to ensure that environmental considerations are fully reflected in Commission policy initiatives, including relevant decisions and legislative proposals; awareness and public participation;
- the development of a global partnership for environment and sustainable development;
- the integration of environmental concerns and objectives into all aspects of the Community's external relations.”

The external dimension is also reflected in the EU thematic strategies, such as Climate change and Biodiversity. Article 9 of 6EAP goes on describing the objectives and priority areas for action on international issues:

“1. The aim set out in Article 2 on international issues and the international dimensions of the four environmental priority areas of this Programme involve the following objectives:

- the pursuit of ambitious environmental policies at the international level paying particular attention to the carrying capacity of the global environment;
- the further promotion of sustainable consumption and production patterns at the international level;
- making progress to ensure that trade and environment policies and measures are mutually supportive.

2. These objectives shall be pursued by means of the following priority actions:

(a) integrating environment protection requirements into all the Community's external policies, including trade and development cooperation, in order to achieve sustainable development by inter alia the elaboration of guidelines;

(b) establishing a coherent set of environment and development targets to be promoted for adoption as part of ‘a new global deal or pact’ at the World Summit on



Sustainable Development in 2002;

(c) work towards strengthening international environmental governance by the gradual reinforcement of the multilateral cooperation and the institutional framework including resources;

(d) aiming for swift ratification, effective compliance and enforcement of international conventions and agreements relating to the environment where the Community is a Party;

(e) promoting sustainable environmental practices in foreign investment and export credits;

(f) intensify efforts at the international level to arrive at consensus on methods for the evaluation of risks to health and the environment, as well as approaches of risk management including the precautionary principle;

(g) achieving mutual supportiveness between trade and the needs for environmental protection, by taking due account of the environmental dimension in Sustainability Impact Assessments of multilateral trade agreements to be carried out at an early stage of their negotiation and by acting accordingly;

(h) further promoting a world trade system that fully recognizes Multilateral or Regional Environmental Agreements and the precautionary principle, enhancing opportunities for trade in sustainable and environmentally friendly products and services;

(i) promoting cross-border environmental cooperation with neighbouring countries and regions;

(j) promoting a better policy coherence by linking the work done within the framework of the different conventions, including the assessment of interlinkages between biodiversity and climate change, and the integration of biodiversity considerations into the implementation of the United Nations Framework Convention on Climate Change and the Kyoto Protocol. “