

Draft FRAMEWORK CONTRACT

(Call for Tender EEA/TIE/99/010)

CONTRACT REF Nos. 3252/B.1999/EEA.xxxxxxx

The European Environment Agency, hereinafter called “the Agency”,
Kongens Nytorv 6, 1050 Copenhagen K, represented by Domingo Jimenez
Beltran, Executive Director

on the one part and
XXXX

hereinafter referred to as “the contractor”,
whose official address is:

XXXX

VAT Nr : (DK: SE-nr.) XXXX

represented by XXXX, as authorized signatory of the other part

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 :

-

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 is concluded for a period of three years from XXXX to XXXX, both dates inclusive, with possible renewal twice, each renewal being for a period of one year. Once that period has elapsed:

- no new Specific Agreements (or order forms) may be concluded;
- the provisions of the present Framework contract shall continue to apply to any Specific Agreements (or order forms) still in force until the date of their expiry.

Specific Agreements (or order forms) shall enter into force no earlier than the date on which they are signed. Their validity shall not extend beyond one year from the date of expiry of this Framework Contract.

Article 3 - Payment conditions

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

The European Environment Agency
To the attention of: Jef Maes
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 addresses.

The payments shall be made to

account no. XXXX
account holder XXXX
with XXXX
bank identification code (BIC code): XXXX

Article 4 - 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 II 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 5 - 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 euros, 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 6 - 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 7 - 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
Kongens Nytorv 6
DK - 1050 Copenhagen K

- For administrative and financial matters to the attention of :
Jef Maes
- For technical aspects only, to the attention of : Ove Caspersen

For the contractor, to the attention of :

XXXX

Article 8 - 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 to 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.

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

For the purposes of the application of Article 3 and 4 of the said Protocol, the Contractor shall comply with instructions of the Agency.

Article 9 - Annexes

1. The following are annexes to this contract:

Annex I Technical annex

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

Annex III Reimbursement of travel 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 XXXX in three copies, in the English language.

For the contractor:

For the Agency:

D. JIMENEZ-BELTRAN
Executive Director