

**STANDARD FORM FRAMEWORK CONTRACT (hereinafter “contract”)
CONTRACT REF. EEA/ADM/03/005**

The European Environment Agency, hereinafter called “the Agency”,
Whose official address and contact person are:

- Kongens Nytorv 6 ,DK-1050 Copenhagen K, Denmark
- Domingo Zorrilla

Which, for the purpose of the signature of this contract, is represented by Mrs Jacqueline
McGlade, 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.....

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, and in accordance with the order forms placed for its execution, to perform the
following tasks:

- **Cleaning of the premises of the European Environment Agency**

The description of work is set out in Annex I.

ARTICLE 2 - DURATION OF CONTRACT

1. This contract is concluded for an initial period of 36 months with effect from the date on which it is signed by both parties.
2. It may be renewed once, tacitly for a period of one year. It may be terminated by either of the parties by sending the other party a registered letter no later than 6 months before the expiry of the contract period.
3. The total duration of the contract cannot exceed four consecutive years.
4. Once the contract has expired:
 - a. No new order may be placed,
 - b. The provisions of the contract shall continue to apply to any order still in force until the date of its expiry.
5. Orders 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 the contract.

ARTICLE 3 – FINANCIAL PROVISIONS

1. Prices shall be expressed in euro (€) and shall not be affected by any changes in the rate of the euro against other currencies. Prices shall be fixed and not subject to revision for the first year of performance of the contract. Prices shall not vary according to the amount of services requested.
2. The Contractor may not assign financial claims on the Agency.
3. Payments shall be made as follows:

Monthly, within 30 calendar days upon receipt by the Agency of an admissible payment request subject to the acceptance of the invoice and, where appropriate, of the other supporting documents.
4. Invoices shall indicate the contract number and shall be sent to the Agency at the address and to the contact person as referred above.
5. Payments shall be made into the *contractor's* bank account as mentioned in the contract.

ARTICLE 4 - REVISION OF PRICES

1. From the beginning of the second year of the contract, prices may be revised upwards or downwards each year on the anniversary of the date on which it was signed, where such revision is requested by one of the parties by registered letter no later than three months before that date.
2. The adjustment shall be determined by the trend in [the consumer price index in the Member State of origin of the services offered/ index Euro 15]¹ [or] [index Euro 12]² [Select the appropriate option] as expressed in euro and published for the first time by the Office for Official Publications of the European Communities, in the Eurostat monthly bulletin (Theme 2 – Economy and Finance, collection Detailed Tables, *Money, Finance and the Euro: Statistics*).

For the purposes of this contract, revision shall be based on the consumer price index and calculated in accordance with the following formula:

$$P = Po (0,2 + \frac{0,8 I}{Io})$$

Where

- P is the new price;
- Po is the price in the original tender;
- Io is the harmonized consumer price index for the Member State where the contractor's registered office is located /or index Euro 15 [when the contractor's registered office is located in a Member State not participating in the Euro] or index Euro 12 [when the contractor's registered office is located in a Member State participating in the Euro] for the month in which the validity of the tender expires;
- I is the index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

ARTICLE 5 – IMPLEMENTATION OF THE CONTRACT

1. Whenever the Agency wishes tasks to be performed in accordance with article 1, it shall send an order form to the contractor specifying the terms and conditions, including at least its duration of validity, the period of performance, the price, timetables for delivery, and place of delivery.
2. Within 15 working days upon receipt by the Agency of the order, the contractor shall return it, duly signed and dated, thereby acknowledging receipt of this order and acceptance of the terms and conditions.

¹ When the contractor's registered office is located in a Member State not participating in the Euro.

² When the contractor's registered office is located in a Member State participating in the Euro.

3. The order takes effect as from the date it has been signed by both parties.

ARTICLE 6 - GENERAL CONDITIONS

1. The Contractor hereby declares that he is familiar with and accepts the “General terms and conditions applicable to contracts awarded by the European Environment Agency”, which shall apply in respect of all matters not specifically covered by this contract or the annexes, and govern order forms placed under it.
2. Signature of the contract does not place the Agency under any obligation whatsoever to send an order form. It does not confer on the contractor any exclusive right to perform the tasks referred to above.
3. Acceptance of this contract and conclusion of orders resulting from it imply that the Contractor waives all other terms of business.

ARTICLE 7- TERMINATION

1. The Agency may terminate this contract and any order forms placed under it, in whole or in part, with immediate effect and without being required to pay compensation in the event of a judicial settlement order, bankruptcy or liquidation.
2. If the contractor fails to perform his obligations under an order forms placed pursuant to this framework contract, the Agency may suspend payment.
3. In the event of such failure, the Agency may, after notice has been given and if no action has been taken by the contractor within fifteen working days, terminate the contract and any order form placed under it, by registered letter with acknowledgment of receipt.

ARTICLE 8 – ADMINISTRATIVE PROVISIONS

All communications, reports, and complaints concerning the performance of this contract or arising from an order shall be in written form and indicate its number as well as its subject and shall be sent to the address of the contracting party and where relevant for the attention of the contact person as mentioned above.

ARTICLE 9 – TAXATION

1. 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.

2. The VAT number of the Agency is: DK 18 13 98 39.

ARTICLE 10 - 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 Tender
- Annex IV Order form

In case of conflict between the provisions of the contract and those of the orders, the provisions of the latter shall take precedence.

In case of conflict between the provisions of the above-mentioned annexes and either of these documents, the latter shall take precedence.

For the contractor:

For the Agency:

[.....]

[.....]
Jacqueline McGlade
Executive Director

Signed in duplicate in English
in on[Date]

Signed in duplicate in English
in Copenhagen on[Date]

ORDER FORM**ANNEX IV**

Contract ref. no. B /C EEA. <i>(to be quoted in all correspondence)</i>		Contractor's bank details	
Date:		Name of bank:	
		Bank code:	Address:
N° of pages:		Account No.:	

Country of origin:	Contractor:	VAT N°:
Currency:		

This order is subject to "General conditions applicable to contracts awarded by the European Environment Agency". The price quoted is all-inclusive and VAT should be specified separately. Other conditions concerning sale or work do not apply.

Description of goods	Code	Quantity	Price	
			Unit price	Total EUR
TOTAL including Costs of Delivery + VAT				
TOTAL VAT Included				
Place for delivery:	EEA			
Payment Conditions:	30 days after receipt of the invoice at the Agency			

Authorisation of the EEA		Acceptance Order and Conditions approved	
Prepared by:		Stamp: <i>(company stamp if possible)</i>	
Date and Signature:		Date:	
		Signature of Contractor:	