

TECHNICAL SPECIFICATION

11-06-2002

Developing a High Nature Value farming area indicator

Invitation to tender EEA/.....

Project manager: Ybele Hoogeveen

1. Introduction

1.1 Background

Agriculture manages approximately 50% of all land in Europe. Regional farming traditions and extensive management practices have resulted in rich cultural landscapes with associated high biodiversity, commonly referred to as High Nature Value farming areas. Due to intensification of European agriculture, however, their extent has decreased and considerable biodiversity loss has occurred. The importance of HNV farming areas is recognised in several EU documents, such as the Rural Development Regulation 1257/1999 (as an objective for agri-environment schemes), the EC Biodiversity Action Plan for Agriculture, and Commission Communications on agri-environmental indicators (COM(2000) 20 and COM(2001) 144).

It is difficult to give an accurate and comprehensive European picture of the current situation and extent of remaining HNV farming areas. In spite of previous work during the 1990s, there is no consistent and commonly accepted indicator that combines relevant data on farming practice and associated biodiversity. Many relevant data sources are insufficiently detailed or have regional gaps. However, maintaining and developing HNV farming areas is crucial for protecting biodiversity on farmland in Europe. Policy measures, such as agri-environment schemes, should adequately target the remaining HNV farming areas.

An indicator for High Nature Value farming areas is urgently required to:

- a) determine which farming systems in Europe are most important for agricultural biodiversity,
- b) monitor their geographical distribution,
- c) assess the targeting of agri-environmental policy measures, and
- d) gain insight into the impact of CAP regimes on biodiversity rich farming systems.

As a contribution to agri-environmental indicator development in the framework of a Memorandum of Understanding between DG Agri, DG Env, DG Eurostat, DG JRC and the EEA, and in view of the expected IRENA project on agri-environmental indicators, the EEA has therefore decided to include the development of a HNV farming area indicator in its 2002 work programme.

1.2. Previous work

On 21 and 22 February, an expert meeting was held at EEA to discuss options for the development of a HNV farming area indicator and discuss data availability. In general, there was a preference for an approach, in which farming characteristics (*input/product/management* parameters) would be combined with biogeographical data (*quality* parameters). It appeared very difficult to find HNV farming parameters that are suitable across Europe, since farming practices show big regional variation. Instead the most promising approach appeared to be to build on a simple classification of regional farming systems. In spite of the difficulty of developing a detailed concept during just one meeting, some preliminary parameters, that would be relevant in the development of a HNV farming area indicator, were proposed (see table 1).

Table 1. Preliminary HNV parameters.

Farming characteristics	Nature quality
Input use (fertiliser/pesticide/fodder import)	Landscape diversity parameters
Management practices (crop rotation)	Share of semi-natural habitats
Livestock density	Presence of key species
Biomass production/ ha of Utilized Agricultural Area (UAA)	

Data availability was not discussed in detail, given the general character of the preliminary parameters. Among other options, remote sensing techniques, as applied in Corine Land Cover, were considered helpful, but at present their resolution and discerning power are insufficient to delineate for example semi-natural grasslands. Sample based land use inventories, such as the LUCAS project, may provide useful additional data, but relevant agro-environmental aspects are still insufficiently covered in current surveys. For modelling and interpreting land use data as well as agricultural production trends, several tools are available (MARS, ELPEN, CAPRI).

The recommendations included further research into the link between farm management and farmland biodiversity and pilot studies to test different approaches for the development of a HNV farming area indicator. A second expert meeting on the basis of a further developed HNV concept was also recommended. A summary record of the results of the expert meeting is attached in annex 1.

2. Objective of the contract

The objective of the contract is to develop and test a HNV farming area indicator at EU level, on the basis of an in-depth analysis of presently available data. Secondly, the contractor should evaluate possibilities and availability of data for expanding the HNV farming area indicator, and related data sets, to all EEA member countries. The indicator to be developed should allow for a precise geographical definition of HNV farming areas and should be validated in three pilot regions. It needs to meet the general criteria as given in the Commission Communication on agri-environmental indicators (COM (2001) 144 final):

1. *policy-relevance* - address key environmental issues;
2. *responsiveness* – change sufficiently quickly in response to action;
3. *analytical soundness* – be based on sound science;
4. *measurability* – be feasible in terms of current or planned data availability;

5. *ease of interpretation* – communicate essential information in a way that is unambiguous and easy to understand;
6. *cost effective* – costs in proportion to the value of information derived.

In addition, the work under the contract should build on the outcome of the expert meeting taking into account the set of preliminary parameters. Close co-ordination of work under the contract with other work at the EEA, such as the expected project on biodiversity implementation indicators, and the European Topic Centres for Terrestrial Environment as well as Nature Protection and Biodiversity needs to be ensured at all times. Consultation and co-operation with other partners in the Memorandum of Understanding between DG Agri, DG Env, DG Eurostat, DG JRC and the EEA is also essential.

3. Tasks

The tasks to be performed are:

1. *Survey of datasets* – Screening of available data (including those of administrative nature) at EU level, as well as in all EEA member countries, for their suitability as basis for the development of a HNV farming area indicator.
2. *Conceptual development of HNV farming area indicator* – Selection of relevant parameters and elaboration of a quantitative aggregation protocol, that will enable a geographical definition of HNV farming areas in the EU. This task is expected to build on a simple classification of regional farming systems as outlined in section 1.2. Tasks 1 and 2 have to be performed in an iterative process.
3. *Elaboration of a map of HNV farming areas in the EU* – on the basis of presently available data and work under tasks 1 and 2 a map of HNV farming areas at a scale of 1 : 1,000,000 has to be elaborated.
4. *Analysis of possibilities for extending the HNV farming area indicator to all EEA member countries plus Switzerland*- investigation of available data sets as well as possible (future) tools for developing a HNV farming area indicator at nearly pan-European level.
5. *Validation of results and approach through consultation with regional experts with relevant expertise in the fields of agriculture as well farming related landscapes and biodiversity* – The indicator and resulting map as defined through tasks 1 to 4 need to be validated through a technical consultation of experts with relevant background knowledge in three pilot regions in Europe (representative for agricultural systems in Western Europe/Scandinavia; Central/Eastern Europe and Southern Europe, respectively.)
6. *Evaluation of project results and recommendations for future work* – The implications of the project results for the further development of a HNV farming area indicator must be analysed. Minor adaptations need to be incorporated into the indicator directly. Major consequences that require a follow-up must be clearly signalled.

Completion of the work is estimated to require between 250 – 300 working days. Approximately 40 % of that amount is likely to be spent on tasks 1 and 2. However, these figures should be taken as guidance only.

4. Geographic coverage

The HNV farming area indicator must in principle be applicable in all EEA member countries: All EU Member States (EU15), plus Norway, Iceland, Liechtenstein, Bulgaria, Czech Republic, Slovak Republic, Estonia, Latvia, Lithuania, Poland, Hungary, Romania, Slovenia, Cyprus, Malta and Turkey. Options for extending the work to Switzerland should be investigated.

5. Time schedule and organisation of work

The work should begin within three weeks of signing the contract and be executed in discussion with the respective EEA Project Manager over a period of twelve months.

The results of tasks 1 and 2 should be presented to the EEA Project Manager for approval before starting tasks 3 and 4.

There are no special requirements regarding the location of work. It is envisaged that three meetings with the EEA Project Manager will be necessary:

- a) at project start-up;
- b) for approval of results of tasks 1) and 2);
- c) to discuss final draft.

Under the coordination of the EEA project manager, co-operation with the EEA Topic Centres on Terrestrial Environment as well as Nature Protection and Biodiversity should be sought.

6. Reports and documents to be submitted

The consultant should submit the following reports:

- An interim report on the results of tasks 1) and 2) including the proposed final selection of pilot areas, approximately five months into the project;
- A map of HNV farming areas in the EU at the scale 1 : 1,000,000;
- A final draft report four weeks before the end of the project;
- All datasets related to the elaboration of the proposed HNV farming area indicator at pan-European level and to the map of HNV farming areas in the EU.
- A final report at the end of the project.

The final report and the map of HNV farming areas in the EU must be suitable for publication as a technical report of the EEA.

7. Payment

- 30 % within 60 days of signing of the contract;
- 40 % within 60 days of acceptance of the interim report;
- the balance within 60 days of acceptance of the final report.

8. Contract

In drawing up the bid, the tenderer should bear in mind the provisions of the **standard contract** attached to this invitation to tender (Annex I).

This contract can be extended according to the original conditions. Such an extension has to be applied for at least one month before expiry of the original contract.

9. The tender must include:

- all the information and documents required by the authorising department for the appraisal of tender, on the basis of the award criteria in Section 12;
- the price in accordance with Section 10.

10. Prices

- Prices must be fixed amounts in EURO. Apart from a total offer for the services, rates per day should be given.
- Travel and subsistence expenses likely to be incurred in the course of execution of the contract are not covered by daily rates. Estimated travel and subsistence expenses must thus be indicated separately. (Travel and subsistence expenses will not be taken into account when deciding whom to award the contract to.)
- Travel and subsistence expenses shall be reimbursed in accordance with the rules and conditions relating to the payment of missions expenses in force at the Agency.

The estimate of costs should be based on Annexes I/III/IV of these specifications and include any travel required to meet representatives of the Agency. In any event it should include the maximum amount of travel and subsistence expenses payable for the services provided.

11. Tenders from **consortiums** of firms or groups of service providers, contractors or suppliers must specify the role, qualifications and experience of each member or group.

12. Contract awarding criteria

Contract will be awarded to the tenderer whose offer is the most advantageous taking into account:

- The consultants knowledge of the relationship between agricultural land use and biodiversity;
- the consultants' understanding of European farming systems as well as the impact of different farm management methods on the diversity of landscape structures and agricultural biodiversity;
- the consultants' knowledge of available agri-environmental data sources;
- the consultants' experience in analysing agri-environmental statistics and land use data, preferably at the European level;
- a proven track record in timely delivery of high-quality work in similar areas;
- price and quality.

ANNEXES

Annex I : Model for standard study contract

Annex II: Reports and documents

Annex III: General terms and conditions applicable to contracts awarded by the EEA

Annex IV: Reimbursement of travel expenses

Annex V: VAT and excise duty exemption form

STUDY 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. Gordon McINNES, Interim 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 study :

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 signature of the contract.

The task entrusted to the contractor shall be completed at the latest months after the date of signature of this contract.

Article 3 - Financial dispositions

1. In consideration of the services performed under this contract, the Agency shall pay to the contractor a maximum amount of € , **VAT xxcluded**.

It is agreed that the said amount shall cover all expenditure incurred by the contractor in the performance of this contract, including a maximum amount of € for travelling expenses.

Article 4 - Payment conditions

1. In derogation from article 10, paragraph 2 of the General Conditions applicable to contracts awarded by the European Environment Agency, this amount will be paid as follows:

FEES	€
€	payable within 60 days after presentation of an invoice, following the signature of the contract (30%) .
€	payable within 60 days after presentation of an invoice, and acceptance by the Agency of the 1st Interim report (40%) .
€	payable within 60 days after presentation of an invoice, and acceptance by the Agency of the Final report (30%) .

TRAVEL EXPENSES¹ € (MAXIMUM)

€ payable within 60 days after presentation of one or several invoices with all supporting documents.

- Reimbursements will be made in accordance with Annex IV of this contract (Reimbursement of travelling expenses).
- Invoices for travelling expenses must be issued at the latest within two months after the expenses were incurred.

2. 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
 To 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.

3. The payments shall be made to account no.

in the name of

with

bank identification code (BIC code):

¹ Only applicable if travel expenses have been incurred

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 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 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 to the attention of :

The Budget and Finance Department

For technical aspects only, to the attention of :

Kongens Nytorv 6
DK - 1050 Copenhagen K

For the contractor, to 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**.

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 10 - Annexes

1. The following are annexes to this contract:

Annex I	Technical annex
Annex II	Reports and documents
Annex III	General terms and conditions applicable to contracts awarded by the European Environment Agency.
Annex IV	Reimbursement of travelling expenses
Annex V	VAT exemption form

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:

Gordon McINNES
Interim Executive Director

REPORTS AND DOCUMENTS

The work carried out by the Contractor under the contract will be subject to the following reports, copies of which must be sent to the Agency by the Contractor.

Interim reports or documents

The reports or documents will describe the work carried out and the results obtained during each period or phase, the duration of which is specified below, and state in particular:

- the effects, if any, of the results obtained on the overall work covered by the contract;
- the work programme planned for the following period.

Reference periods:

Final report

The final report will describe the overall work carried out and the results obtained under the contract. It will also contain a summary of the main results obtained.

The draft report must be submitted to the Agency **not later than** **months after the signature of the contract.**

The Agency will then either inform the Contractor that it approves the draft or will send him its comments.

Within a month of receiving any such comments from the Agency, the Contractor will send the Agency its final report.

The final report will be deemed to have been approved by the Agency if it does not expressly inform the Contractor of any comments within a month of its receipt.

**GENERAL TERMS & CONDITIONS APPLICABLE TO CONTRACTS AWARDED
BY THE EUROPEAN ENVIRONMENT AGENCY**

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 supplying services under conditions identical to those governing the supply of services by a member of the European Environment Agency's staff. The Contractor and his staff may not be members of the European Environment Agency's staff.

Article 2 - Secondary obligations of the Contractors

- (1) The Contractor to the European Environment Agency undertakes to perform the tasks assigned to him according to the highest professional standards. 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 to the European Environment Agency undertakes to provide the Agency with any information it may request for the management of the contract. 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.
- (3) 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 to the European Environment Agency shall undertake to send the Agency all information and documents in his possession on 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 therefrom. 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 European Environment Agency.

Article 4 - Permits and licences

- (1) 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.
- (2) The European Environment 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.

Article 5 - Spread of risk

- (1) 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 European Environment 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 European Environment 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 European Environment Agency for any damage they 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 European Environment 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 European Environment Agency, duly noted by the European Environment 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 European Environment Agency. This provision shall not affect the application of Article 6(2) of these General Terms & Conditions.

Article 8 - Termination of the contract and services to third parties

- (1) The Contractor to the European Environment Agency shall not, without the prior and explicit approval of the European Environment Agency, 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.
- (2) Even where the European Environment 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 European Environment Agency under the contract.
- (3) Save where the European Environment 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 European Environment 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 European Environment 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 European Environment 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 European Environment 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, in which copyright or any other right of ownership already exists and hereby affirms 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 European Environment 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 written approval of the European Environment Agency.

Article 10 - Methods of payment

- (1) Payments shall be made in euro (€).
- (2) At the request of the Contractor, the Agency may pay him an advance equal to 30% of the amount due on completion of the contract. In addition to the requirement of the second paragraph of Article 45 of the Financial Regulation applicable to the Budget of the European Environment Agency, payment of the advance may be made conditional upon the furnishing by the Contractor of proof that he has lodged a deposit 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 additional amount shall be repaid by the Contractor to the European Environment 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) Reimbursable travel and subsistence expenses shall be paid, where appropriate, on production of supporting documents including receipts, used tickets and boarding pass.
- (5) Payments shall be made within 60 days of the due date.
- (6) The Contractor, whose registered office or place of abode shall be situated within the territory of one of the Member States of the European Environment Agency, shall be required to name a bank within the territory of his country of domicile for the payment of the sums due to him under the contract.

Article 11 - Provisions relating to taxation

- (1) If the tax laws to which he is subject require the Contractor to pay VAT on fees received under the contract, the amount of VAT shall be included in the sums paid by the Environment Agency in return for services rendered.
- (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 European Environment Agency.

(3) Tax laws:

For Belgium

Direct exemption for transactions of 5.000 Bfr or more. The invoices shall be marked "*Exemption from VAT, Article 42, Paragraph 3.3 of the Code, Circular No. 2/1978*".

For the Grand Duchy of Luxembourg

Services rendered in the Grand Duchy of Luxembourg for 10.000 Flux or more for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax. The invoices shall be marked "*Articles 8 and 9 of the Regulation of the Grand Duchy of 19 December 1969, Article 47 of the law of 5 August 1969 (Recueil de Législation A - No. 66 of 24 December 1969)*".

For the Netherlands

Services rendered in the Netherlands for official purposes of the European Environment Agency shall be zero rated (cf. *Resolution of 14 March 1969 No. 69/1649 - Wet op de Omzetbelasting 1968*).

For Italy

Services rendered in Italy for 100.000 Lires or more inclusive of tax for official purposes of the European Environment Agency shall benefit from direct exemption. The invoices shall be marked "*Decrees of the President of the Republic No. 687 of 23 December 1974 - Italian Official Journal No. 338 of 28 December 1974 - and No. 288 of 2 July 1975 - Italian Official Journal No. 183 of 11 July 1975*".

For France

Services as referred to in Article 259B of the "Code général des Impôts" rendered outside France for official purposes of the European Environment Agency shall be granted exemption from Value Added Tax (note of the "*Ministère de l'Economie et des Finances of 29 July 1980, Official Bulletin - Direction Générale des Impôts, note No. 201 of 18 November 1980*").

For the other Member States

If the Contractor is required, under the fiscal laws to which he is subject, to pay VAT on the sums paid under this contract, the amount of the tax shall be included in the sum referred to in Article 4 of the contract.

The contractor shall, at the request of the European Environment 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 12 - Amendments or additions to the contract

- (1) The provisions of the contract and the annexes thereto may be amended or supplemented only by means of an additional agreement signed by each of the parties or their authorised representatives.
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REIMBURSEMENT OF TRAVEL EXPENSES

The reimbursement of travel & 'per diem' expenses occasioned by a convocation of a Contractor to the European Environment Agency 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 accounts 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) Transfer of professional materials or non-accompanied luggage

Subject to prior approval by the Agency.

c) Daily allowance

The daily allowance is to include **all** expenses relating to:

- accommodation;
- meals;
- local transport including taxis.

NOTES:

Taxis are not chargeable.

For information only:

The current daily allowances are as follows (*)

Austria	:	EUR	89,42	Belgium	:	EUR	149,63
Denmark	:	EUR	179,28	Finland	:	EUR	158,97
France	:	EUR	130,29	Germany	:	EUR	127,10
Greece	:	EUR	113,19	Ireland	:	EUR	165,20
Italy	:	EUR	129,82	Luxembourg	:	EUR	143,48
Netherlands	:	EUR	147,69	Portugal	:	EUR	142,98
Spain	:	EUR	141,30	Sweden	:	EUR	158,97
United Kingdom:		EUR	199,21				

(*) Rates are decreased with 25% when the mission exceeds 4 weeks.

**EUROPEAN COMMUNITY
CERTIFICATE**

VAT AND EXCISE DUTY EXEMPTION

**(Directive 77/388/EEC - Article 15 (10) and
Directive 92/12/EEC - Article 23 (1))**

Serial No. (optional)

1. ELIGIBLE INSTITUTION/INDIVIDUAL

Designation/name: **European Environment Agency**

Street and No. **Kongens Nytorv 6**

Postal code, place: **1050 Copenhagen K**

(Host) Member State: **Denmark**

2. COMPETENT AUTHORITY FOR ISSUING THE STAMP

(Name, address and telephone No.)

Ministry of Foreign Affairs

Protocol Department

DK-1448 Copenhagen K

Tel.: +45 33 92 00 00

3. DECLARATION BY THE ELIGIBLE INSTITUTION OR PERSON

The eligible institution hereby declares

(a) that the goods and/or services set out in box 5 are intended ¹

for the official use of

a foreign diplomatic mission

a foreign consular representation

an international organisation

an armed force of a State being a party to the
North Atlantic Treaty (NATO)

for the personal use of

a member of a foreign diplomatic mission

a member of a foreign consular representation

a staff member of an international organisation

(designation of the institution (see box 4))

(b) that the goods and/or services described at box 5 comply with the conditions and limitations applicable to the exemption in the host Member State mentioned in box 1, and

(c) that the information above is furnished in good faith. The eligible institution or individual hereby undertakes to pay to the Member state from which the goods were dispatched or from which the goods and/or services were supplied, the VAT and/or excise duty which would be due if the goods and/or services did not comply with the conditions of exemption, or if the goods and/or services were not used in the manner intended.

Copenhagen,

Place, date

Name and status of signatory

Signature

4. STAMP OF THE INSTITUTION (in case of exemption for personal use)

Place, date

Stamp

Name and status of signatory

Signature

¹ Put a cross in the appropriate box

5. DESCRIPTION OF THE GOODS AND/OR SERVICES, FOR WHICH THE EXEMPTION FROM VAT AND/OR EXCISE DUTY IS REQUESTED

A. Information concerning the supplier/authorised warehouse keeper

(1) Name and address

(2) Member State

(3) VAT/excise number

B. Information concerning the goods and/or services

No.	Detailed description of goods and/or services ² (or reference to the attached order form)	Quantity or Number	Value excluding VAT and/or excise duty		Currency
			Value per unit	Total value	
Total amount					

6. CERTIFICATION BY THE COMPETENT AUTHORITY OR AUTHORITIES OF THE HOST MEMBER STATE

The consignment/supply of goods and/or services described in box 5 meets

totally

up to a quantity of _____ (number)³

the conditions for exemption from VAT and/or excise duty.

_____ Place, date

Stamp

_____ Name and status of signatory (ies)

_____ Signature (s)

7. PERMISSION TO DISPENSE WITH STAMP

By letter No _____ of _____

(reference to file) (date)

_____ has been permitted by

designations of eligible institution

_____ to dispense with the stamp under box 6.

(designations of the competent authority in the host Member State)

_____ Place, date

Stamp

_____ Name and status of signatory

_____ Signature

² Delete space not used: This obligation also applies if order forms are attached

³ Goods and/or services not eligible should be deleted in box 5 or on the attached order form

Explanatory notes

1. For the supplier and/or the authorised warehouse keeper, this certificate serves as a supporting document for the tax exemption of the supplies of goods and services or the consignments of goods to eligible institutions/individuals referred to in Article 15 (10) of Directive 77/388/EEC and Article 23 (1) of Directive 92/12/EEC. Accordingly, one certificate shall be drawn up for each supplier/warehouse keeper. Moreover, the supplier/warehouse keeper is required to keep this certificate as part of his records in accordance with the legal provisions applicable in his Member State. In case a Member State does not grant a direct exemption for the supply of services and, therefore, proceeds to exempt the supply by reimbursing the tax to the beneficiary specified in box 1, this certificate should be attached to the request for reimbursement.
2.
 - a) The general specification of the paper to be used is as laid down in the Official Journal of the European Communities No C 164 of 1.7. 1989, p. 3.

The paper is to be white for all copies and should be 210 millimetres by 297 millimetres with a maximum tolerance of 5 millimetres less or 8 millimetres more with regard to their length.

For an exemption from excise duty the exemption certificate shall be drawn up in duplicate:

 - one copy to be kept by the consignor
 - one copy to accompany the administrative accompanying document
 - b) Any unused space in box 5.B. is to be crossed out so that nothing can be added.
 - c) The document must be completed legibly and in a manner that makes entries indelible. No measures or overwriting are permitted. It shall be completed in a language recognised by the host Member State.
 - d) If the description of the goods and/or services (box 5.B. of the certificate) refers to a purchase order form drawn up in a language other than a language recognized by the host Member State, a translation must be attached by the eligible institution/individual.
 - e) On the other hand, if the certificate is drawn up in a language other than a language recognized by the Member State of the supplier/warehouse keeper, a translation of the information concerning the goods and services in box 5.B must be attached by the eligible institution/individual.
 - f) A recognized language means one of the languages officially in use in the Member State or any other official language of the Community which the Member State declares can be used for this purpose.
3. By its declaration in box 3 of the certificate, the eligible institution/individual provides the information necessary for the evaluation of the request for exemption in the host Member State.
4. By its declaration in box 4 of the certificate, the institution confirms the details in boxes 1 and 3(a) of the document and certifies that the eligible individual is a staff member of the institution.
5.
 - a) The reference to the purchase order form (box 5.B. of the certificate) must contain at least the date and order number. The order form should contain all the elements that figure at box 5 of the certificate. If the certificate has to be stamped by the by the competent authority of the host Member State, the order form shall also be stamped.
 - b) The indication of the excise No as defined in Article 15(a), paragraph 2 (a), of Directive 92/12/EEC of the authorised warehouse keeper is optional; the VAT identification No must be indicated.
 - c) The currencies should be indicated by means of a three-letter code in conformity with the international ISO 4217 standard established by the International Standards Organisation⁴.
6. The above mentioned declaration by the eligible institution/individual shall be authenticated at box 6 by the stamp(s) of the competent authorities of the host Member State. It is up to the competent tax authority to obtain such agreement.
7. To simplify the procedure, the competent authority can dispense with the obligation on the eligible institution to ask for the stamp in the case of exemption for official use. The eligible institution should mention this dispensation at box 7 of the certificate.

⁴ As an indication, some codes relating to currencies currently used: BEF (Belgian franc), DEM (German mark), DKK (Danish kroner), ESP (Spanish peseta), FRF (French franc), GBP (Pound sterling), GRD (Greek drachma), IEP (Irish pound), ITL (Italian lire), LUF (Luxembourg franc) NLG (Dutch guilder), PTE (Portuguese escudo), ATS (Austrian schilling), FIM (Finnish mark), SEK (Swedish kroner), USD (United States dollar).



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CONTRACT NOTICE

Works

Supplies

Services

X

Reserved for the Publication Office

Date of receipt of the notice _____

Identifier _____

Is this contract covered by the Government Procurement Agreement (GPA)? NO YES **X**

SECTION I: CONTRACTING AUTHORITY

I.1) OFFICIAL NAME AND ADDRESS OF THE CONTRACTING AUTHORITY

Organisation European Environment Agency	For the attention of Mr Jimmy Flindt
Address Kongens Nytorv 6	Postal code 1050
Town Copenhagen K	Country Denmark
Telephone +45 33 36 71 50	Fax +45 33 36 71 99
Electronic mail (e-mail) Jimmy.flindt@eea.eu.int	Internet address (URL) http://org.eu.int/tenders

I.2) ADDRESS FROM WHICH FURTHER INFORMATION CAN BE OBTAINED:

As in I.1 **X**

If different, see Annex A

I.3) ADDRESS FROM WHICH DOCUMENTATION MAY BE OBTAINED:

As in I.1 **X**

If different, see Annex A

I.4) ADDRESS TO WHICH TENDERS/REQUESTS TO PARTICIPATE MUST BE SENT:

As in I.1 **X**

If different, see Annex A

I.5) TYPE OF CONTRACTING AUTHORITY*

Central level

EU Institution

Other **X** (EU Body)

Regional/local level

Body governed by public law

SECTION II: OBJECT OF THE CONTRACT

II.1) DESCRIPTION

II.1.1) Type of works contract (in case of works contract)

Execution	Design and execution	Execution, by whatever means of a work, corresponding to the requirements specified by the contracting authority
-----------	----------------------	--

II.1.2) Type of supplies contract (in case of supplies contract)

Purchase	Rent	Lease	Hire-purchase	A combination of these
----------	------	-------	---------------	------------------------

II.1.3) Type of service contract (in case of service contract)

Service category **STUDY**

II.1.4) Is it a framework agreement ? * NO YES

II.1.5) Title attributed to the contract by the contracting authority *

Study contract for developing a High Nature Value farming area indicator _____

II.1.6) Description/object of the contract (use continuation sheet if necessary)

See continuation sheet with description of the project (background and purpose of the contract)

II.1.7) Site or location of works, place of delivery or performance

European Environment Agency

NUTS code * _____

II.1.8) Nomenclature

II.1.8.1) Common Procurement Vocabulary (CPV) *

	Main vocabulary	Supplementary vocabulary (when applicable)		
Main object	73.00.00.00-2	-	-	-
Additional	74.14.19.00-8	-	-	-
objects	90.31.10.00-0	-	-	-
	. . . -	-	-	-
	. . . -	-	-	-

II.1.8.2) Other relevant nomenclature (CPA / NACE / CPC) _____

* Field not indispensable for publication

II.1.9) Division into lots (for details about lots use Annex B as many times as needed)

NO YES

Tenders may be submitted for: one lot several lots all lots

II.1.10) Will variants be accepted (where applicable)

NO YES

II.2) QUANTITY OR SCOPE OF THE CONTRACT

II.2.1) Total quantity or scope (including all lots and options, if applicable)

250 - 300 working days required _____

II.2.2) Options (if applicable). Description and time when they may be exercised (if possible)

II.3) DURATION OF THE CONTRACT OR TIME LIMIT FOR COMPLETION

Either: Period in month/s **15** and/or days (from the award of the contract)

Or: Starting / / and/or ending / / (dd/mm/yyyy)

SECTION III: LEGAL, ECONOMIC, FINANCIAL AND TECHNICAL INFORMATION

III.1) CONDITIONS RELATING TO THE CONTRACT

III.1.1) Deposits and guarantees required (if applicable)

III.1.2) Main terms of financing and payment and/or reference to the relevant provisions (if applicable)

General terms and conditions applicable to contracts awarded by the European Environment Agency. _____

III.1.3) Legal form to be taken by the grouping of suppliers, contractors or service providers to whom the contract is awarded (if applicable)

III.2) CONDITIONS FOR PARTICIPATION

III.2.1) Information concerning the personal situation of the contractor, supplier or service provider and information and formalities necessary for the evaluation of the minimum economic, financial and technical capacity required

III.2.1.1) Legal position – means of proof required

III.2.1.2) Economic and financial capacity – means of proof required

III.2.1.3) Technical capacity – means of proof required

III.3) CONDITIONS SPECIFIC TO SERVICES CONTRACTS

III.3.1) Is provision of the service reserved to a specific profession?

NO YES

If yes, reference of the relevant law, regulation or administrative provision

III.3.2) Will legal entities be required to state the names and professional qualifications of the personnel responsible for execution of the contract?

NO YES

SECTION IV: PROCEDURE

IV.1) TYPE OF PROCEDURE

Open Accelerated restricted
Restricted Accelerated negotiated
Negotiated

IV.1.1) Have candidates already been selected? (for negotiated procedure only and if applicable)

NO YES *If yes, provide details under Other information (section VI)*

IV.1.2) Justification for the choice of accelerated procedure (if applicable)

IV.1.3) Previous publication concerning the same contract (if applicable)

IV.1.3.1) Prior information notice concerning the same contract (if applicable)

Notice number in OJ content list /S - of / / (dd/mm/yyyy)

* Field not indispensable for publication

IV.1.3.2) Other previous publications

Notice number in OJ content list /S - of / / (dd/mm/yyyy)

IV.1.4) Envisaged number of suppliers which will be invited to tender (when applicable)

Number or: Minimum / Maximum

IV.2) AWARD CRITERIA

A) Lowest price

or

B) The most economically advantageous tender in terms of: **X**

B1) criteria as stated below (in descending order of priority where possible) **X**

The contract will be awarded to the tenderer whose offer is the most advantageous taking into account:

- the consultants knowledge of the relationship between agricultural land use and biodiversity;
- the consultants' understanding of European farming systems as well as the impact of different farm management methods on the diversity of landscape structures and agricultural biodiversity;
- the consultants' knowledge of available agri-environmental data sources;
- the consultants' experience in analysing agri-environmental statistics and land use data, preferably at the European level;
- a proven track record in timely delivery of high-quality work in similar areas;
- price and quality.

Tenders from consortiums of firms or groups of service providers or contractors shall specify the role, qualifications and experience of each member or group.

In descending order of priority : NO **X** YES

or:

B2) criteria as stated in contract documents

IV.3) ADMINISTRATIVE INFORMATION

IV.3.1) Reference number attributed to the file by the contracting authority * Ref. no. **EEA/EAS/002/02**

IV.3.2) Conditions for obtaining contract document and additional documents

Obtainable until / / (dd/mm/yyyy) *37 days from the date of publication in OJ*

Price (where applicable) _____ Currency _____

* Field not indispensable for publication

Terms and method of payment _____

IV.3.3) Time-limit for receipt of tenders or requests to participate (*depending whether it is an open, restricted or negotiated procedure*)

/ / (dd/mm/yyyy) or **52** days from dispatch of notice

Time (*when applicable*): _____

IV.3.4) Dispatch of invitations to tender to selected candidates (*In restricted and negotiated procedure*)

Estimated date : / / (dd/mm/yyyy)

ANNEX A

1.2) ADDRESS FROM WHICH FURTHER INFORMATION CAN BE OBTAINED

Organisation	For the attention of
Address	Postal code
Town	Country
Telephone	Fax
Electronic mail (e-mail)	Internet address (URL)

1.3) ADDRESS FROM WHICH DOCUMENTATION MAY BE OBTAINED

Organisation	For the attention of
Address	Postal code
Town	Country
Telephone	Fax
Electronic mail (e-mail)	Internet address (URL)

1.4) ADDRESS TO WHICH TENDERS/REQUESTS TO PARTICIPATE MUST BE SENT

Organisation	For the attention of
Address	Postal code
Town	Country
Telephone	Fax
Electronic mail (e-mail)	Internet address (URL)

ANNEX B – INFORMATION ABOUT LOTS

LOT n°

1) Nomenclature

1.1) Common Procurement Vocabulary (CPV) *

	Main vocabulary				Supplementary vocabulary <i>(when applicable)</i>			
Main object	.	.	.	-	-	-	-	-
Additional objects	.	.	.	-	-	-	-	-
	.	.	.	-	-	-	-	-
	.	.	.	-	-	-	-	-
	.	.	.	-	-	-	-	-

1.2) Other relevant nomenclature (CPA/NACE/CPC) _____

2) Short description _____

3) Scope or quantity _____

4) Indication about different starting/delivery date *(if applicable)*

Starting / / (dd/mm/yyyy) / delivery / / (dd/mm/yyyy)

LOT n°

1) Nomenclature

1.1) Common Procurement Vocabulary (CPV) *

	Main vocabulary				Supplementary vocabulary <i>(when applicable)</i>			
Main object	.	.	.	-	-	-	-	-
Additional objects	.	.	.	-	-	-	-	-
	.	.	.	-	-	-	-	-
	.	.	.	-	-	-	-	-
	.	.	.	-	-	-	-	-

1.2) Other relevant nomenclature (CPA/NACE/CPC) _____

2) Short description _____

* Field not indispensable for publication

3) Scope or quantity _____

4) Indication about different starting/delivery date (if applicable)

Starting / / (dd/mm/yyyy) / delivery / / (dd/mm/yyyy)

..... (Use present annex as many times as necessary)

II.1.6 Description of the project

Background

Agriculture manages approximately 50% of all land in Europe. Regional farming traditions and extensive management practices have resulted in rich agricultural landscapes with associated high biodiversity, commonly referred to as High Nature Value farming areas. Due to intensification of European agriculture, however, their extent has decreased and considerable biodiversity loss has occurred. The importance of HNV farming areas is recognised in several EU documents, such as the Rural Development Regulation 1257/1999 (as an objective for agri-environment schemes), the EC Biodiversity Action Plan for Agriculture, and Commission Communications on agri-environmental indicators (COM(2000) 20 and COM(2001) 144).

It is difficult to give an accurate and comprehensive European picture of the current situation and extent of remaining HNV farming areas. In spite of previous work during the 1990s, there is no consistent and commonly accepted indicator that combines relevant data on farming practice and associated biodiversity. Many relevant data sources are insufficiently detailed or have regional gaps. However, maintaining and developing HNV farming areas is crucial for protecting biodiversity on farmland in Europe. Policy measures, such as agri-environment schemes, should adequately target the remaining HNV farming areas.

An indicator for High Nature Value farming areas is urgently required to:

- a) determine which farming systems in Europe are most important for agricultural biodiversity,
- b) monitor their geographical distribution,
- c) assess the targeting of agri-environmental policy measures, and
- d) gain insight into the impact of CAP regimes on biodiversity rich farming systems.

Purpose of the contract

The purpose of the contract is to develop and test a HNV farming area indicator at EU level, on the basis of an in-depth analysis of presently available data. Secondly, the contractor should evaluate possibilities and availability of data for expanding the HNV farming area indicator, and related data sets, to all EEA member countries. The indicator to be developed should allow for a precise geographical definition of HNV farming areas and should be validated in three pilot regions. It needs to meet the general criteria as given in the Commission Communication on agri-environmental indicators (COM (2001) 144 final):

1. *policy-relevance* - address key environmental issues;
2. *responsiveness* - change sufficiently quickly in response to action;
3. *analytical soundness* - be based on sound science;
4. *measurability* - be feasible in terms of current or planned data availability;
5. *ease of interpretation* - communicate essential information in a way that is unambiguous and easy to understand;
6. *cost effective* - costs in proportion to the value of information derived.

Close co-ordination of work under the contract with other work at the EEA, such as the expected project on biodiversity implementation indicators, and the European Topic Centres for Terrestrial Environment as well as Nature Protection and

Biodiversity needs to be ensured at all times. Consultation and co-operation with other partners in the Memorandum of Understanding for Cooperation on Agri-Environmental Indicators between DG Agri, DG Env, DG Eurostat, DG JRC and the EEA is also essential.

Tasks

1. *Survey of datasets* – Screening of available data (including those of administrative nature) at EU level, as well as in all EEA member countries, for their suitability as basis for the development of a HNV farming area indicator.
2. *Conceptual development of HNV farming area indicator* – Selection of relevant parameters and elaboration of a quantitative aggregation protocol, that will enable a geographical definition of HNV farming areas in the EU. Tasks 1 and 2 have to be performed in an iterative process.
3. *Elaboration of a map of HNV farming areas in the EU* – on the basis of presently available data and work under tasks 1 and 2 a map of HNV farming areas at a scale of 1 : 1,000,000 has to be elaborated.
4. *Analysis of possibilities for extending the HNV farming area indicator to all EEA member countries plus Switzerland* - investigation of available data sets as well as possible (future) tools for developing a HNV farming area indicator at nearly pan-European level.
5. *Validation of results and approach through consultation with regional experts with relevant expertise in the fields of agriculture as well as farming related landscapes and biodiversity* – The indicator and resulting map as defined through tasks 1 to 4 need to be validated through a technical consultation of experts with relevant background knowledge in three pilot regions in Europe (representative of agricultural systems in Western Europe/Scandinavia; Central/Eastern Europe and Southern Europe, respectively.)
6. *Evaluation of project results and recommendations for future work* – The implications of the project results for the further development of a HNV farming area indicator must be analysed. Minor adaptations need to be incorporated into the indicator directly. Major consequences that require a follow-up must be clearly signalled.