

Draft FRAMEWORK CONTRACT EEA/ITS/02/004

The European Environment Agency, hereinafter called “the Agency”, Kongens Nytorv 6, 1050 Copenhagen K, represented by Gordon McInnes, Interim Executive Director on the one part and xxxxxxxxxxxxxxxx

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

VAT Nr: (DK: SE-nr.)

represented by xxxxxxxxxxxx, as authorized 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:

- services relating to audiovisual procurement and production work for EEA

Article 2 - Duration

2.1 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.

2.2 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.

2.3 This contract imposes no obligation on the Agency to purchase services from the contractor.

Article 3 - Prices

Prices shall be fixed as follows in accordance with those quoted in the contractor's offer and are not subject to revision for the first year of performance of the contract:

- xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

From the beginning of the second year of the contract, the contribution may be changed 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.

The adjustment shall be determined by the trend in consumer prices in the country of origin of the services offered, 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, Series B - Short-term trends, ECU-EMS Information).

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

$$P = P_o (0,2 + 0.8 \frac{I}{I_o})$$

where

- P is the indexed contribution;
- P_o is the contribution in the original tender, if necessary, changed by application of article 5;
- I_o is the consumer price index for the country of origin of the services offered for the month in which the validity of the tender expires, 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, Series B - Short-term trends, ECU-EMS Information);
- I is the index for the month corresponding to the date of receipt of the letter requesting a revision of the contribution.

Article 4 - 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 shall be sent to the following address:

The European Environment Agency
For the attention of: Linda Jandrup
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.xxxxxxxxxxxxxxx, account holder xxxxxxxxxxxxxxxx with xxxxxxxxxxxxxxxx bank identification code (BIC code):

Article 5 - General conditions and applicable law

- 5.1 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.
- 5.2 This contract shall be subject to Danish law.
- 5.3 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

- 6.1 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.
- 6.2 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.
- 6.3 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 that cannot be settled by the contracting parties out of court, shall be brought before the Copenhagen courts.

Article 8 - Administrative provisions

- 8.1 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.
- 8.2 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.
- 8.3 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, for the attention of: Sigfus Bjarnason
For technical aspects only, for the attention of: Ove Caspersen

For the contractor, for the attention of:

Article 9 - Tax

- 9.1 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.

- 9.2 The contractor *is* subject to VAT.
- 9.3 The VAT number of the European Environment Agency is: DK 18 13 98 39.
- 9.4 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

10.1 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

10.2 In case of conflict between dispositions of the annexes and those of the contract, dispositions of the contract will prevail.

Done at Copenhagen in two copies on XXXX.

For the contractor:

For the Agency: