



European Environment Agency



ANNEX III

DRAFT SPECIFIC CONTRACT No XXX
Implementing Framework service contract No EEA/MDI/14/002

The European Environment Agency (hereinafter referred to as "the Agency"), acting on behalf on the European Commission, which is represented for the purposes of the signature of this specific contract by Mr Chris Steenmans, Head of Programme, of the one part,

and

[official name in full]

[official legal form]

Statutory registration number: [complete]

[official address in full]

VAT registration number: [complete]

hereinafter referred to as "the Contractor", represented for the purposes of the signature of this specific contract by [insert title, first name and surname], of the other part,

collectively "the contracting parties",

HAVE AGREED

the **Special Conditions** below and the following Annexes:

Annex 1 – Request for service dated [complete]

Annex 2 – Contractor's specific tender dated [complete]

which form an integral part of this specific contract.

The terms set out in the Special Conditions shall take precedence over those in the annexes. The terms set out in the request for service (Annex 1) shall take precedence over those in the Contractor's specific tender (Annex 2).

Subject to the above, the several instruments forming part of the specific contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Agency subject to the rights of the Contractor under Article I.8 of the framework contract should he dispute any such instruction.

SPECIAL CONDITIONS

ARTICLE 1 – SUBJECT

- 1.1 This specific contract implements Framework service contract No EEA/MDI/14/002 (hereinafter referred to as “the framework contract”) signed by the Agency and the Contractor on *[insert date]*.
- 1.2 The subject of this specific contract is *[complete with a short description]*.
- 1.3 The contractor undertakes, on the terms set out in the framework contract and in this specific contract and the annexes thereto, to perform the *[following]* tasks *[:[complete with a short description]]* *[specified in Annex 1]*.

ARTICLE 2 – DURATION

- 2.1 This specific contract shall enter into force *[on the date on which it is signed by the Agency]* *[on [insert date]¹]*.
- 2.2 The duration of the execution of the tasks shall not exceed *[[complete] months]* *[[insert date]]*. This period and all other periods specified in the specific contract are calculated in calendar days. Execution of the tasks shall start from *[the date of entry into force of this specific contract]* *[[insert date]]*. The period of execution of the tasks may be extended only with the express written agreement of the contracting parties before such period elapses.

ARTICLE 3 – PRICE

- 3.1 The total price to be paid by the Agency under this specific contract shall be EUR *[insert amount in figures and in words]* covering all tasks executed.

The price also covers any fee payable to the Contractor in relation to the vesting of rights in the European Union and where applicable the transfer of rights to the European Union and any use of the results by the Agency.

- 3.2 In addition to the price *[no reimbursable expenses are foreseen]* *[expenses up to the amount of EUR [insert amount in figures and in words] will be reimbursed according to the provisions of the framework contract]*.

ARTICLE 4 – PAYMENT ARRANGEMENTS²

- 4.1 *[Pre-financing]*

¹ if it has already been signed by both contracting parties

² These provisions shall be tailored according to the nature and scope of the request for service.

Following signature of this specific contract by the Agency, a pre-financing payment of *[complete in figures]* % of the total price specified in Article 3.1 shall be made to the Contractor within 30 (thirty) days of the receipt of the relevant invoice indicating the reference number of the framework contract and of this specific contract and of a duly constituted financial guarantee [for a corresponding amount] [equivalent to at least *[complete in figures]* % of the total price specified in Article 3.1].

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The guarantor shall stand as first-call guarantor and shall not require the Agency to have recourse against the principal debtor (the Contractor). The guarantee shall specify that the guarantor shall pay to the Agency at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The Agency shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

4. Interim payment

At the end of the period indicated in Annex 1, an interim payment of *[complete in figures]* % of the total price specified in Article 3.1 shall be made to the Contractor within 30 (thirty) days of the receipt [and approval] of the relevant invoice indicating the reference number of the framework contract and of this specific contract accompanied by the relevant supporting documents relating to the services carried out which are provided for in Annex 1.

If a technical report is a condition for payment, on receipt the Agency shall have 30 (thirty) days to:

- approve it, with or without comments or reservations, or suspend approval and request additional information; or
- reject it and request a new report.

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Agency request a new report because the one previously submitted has been rejected, this shall be submitted within 30 (thirty) days. The new report shall likewise be subject to the above provisions.

4. Payment of the balance

Within 30 (thirty) days of completion of the tasks referred to in Annex 1, the Contractor shall submit to the Agency an invoice indicating the reference number of the framework contract

and of this specific contract, accompanied by the relevant supporting documents relating to the services carried out which are provided for in the request for service (Annex 1).

If a technical report is a condition for payment, on receipt the Agency shall have 30 (thirty) days to:

- approve it, with or without comments or reservations, or suspend approval and request additional information; or
- reject it and request a new report.

If the Agency does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Agency requests a new report because the one previously submitted has been rejected, this shall be submitted within 30 (thirty) days. The new report shall likewise be subject to the above provisions.

Payment shall be made within 30 (thirty) days from the date of receipt [and approval] of the relevant invoice and supporting documents.

SIGNATURES

For the Contractor,

[insert company name

Title, first name, surname and function]

Signature[s]: _____

Done at _____, on

In duplicate in English

For the Agency,

Chris Steenmans

Head of Programme

Signature: _____

Done at Copenhagen, on