

SERVICE AGREEMENT

Contract-No: **xxx**

for

EU4GREEN SERVICES OF EU ETS MRVA EXPERT

Please note, that yellow highlighted text/passages will be adapted according to the final selection or proposals

concluded between

UMWELTBUNDESAMT GmbH (UBA)

and

[NAME] ([COUNTRY])

Contract-No: XXX

This Service Agreement, which is hereafter referred to as the “Agreement” or the “Contract”, is made by and between the following Parties, which are hereafter referred to as a “Party” or collectively the “Parties”,

Umweltbundesamt GmbH,

a Limited Company registered in Austria (Registry number / “Firmenbuchnummer”: FN 187010s),
having its registered address at Spittelauer Lände 5, A-1090 Wien, Austria,
which is hereafter referred to as the “Principal”

and

xxx

a **person/company/institution/consortium** registered in **xxx** (Registry number **xxx**),
having its **registered** address at, **xxx**
which is hereafter referred to as the “Contractor”

whereas

The Principal has entered into a contract with the European Commission, DG NEAR, which is hereafter referred to as the “Client”, for the execution of the Project “EU 4 Green Recovery: Support the implementation of the Green Agenda for the Western Balkans” which is hereafter referred to as the “Project”, all as laid down in the European Union Contribution Agreement with the contract number IPA/2021/429-949, which is hereafter referred to as the “Main Contract”;

The Principal requires the Contractor to supply certain Services, which are hereafter referred to as the “Services” to the Principal and to the Client and to organizations, institutions and individuals in the **Western Balkan countries**, which are hereafter referred to as the “Recipients”, as laid down in this Contract.

The Contractor, having presented to the Principal that it has the professional skills and resources, has agreed to provide the Services on the terms and conditions as laid down in this Contract. The Contractor shall ensure that it meets the eligibility criteria as laid down in the tender documents and does not fall under exclusion criteria described in the tender documents.

In all references to persons, the formulation used refers to men, women and diverse alike, even if the masculine form has been chosen for easier readability.

It is hereby agreed as follows:

This Contract shall become effective on **xxx**, which is hereafter referred to as the “Starting Date”, and shall end when all Services have been provided and all obligations of the Parties have been fulfilled unless terminated earlier according to provisions as set forth in this Contract.

This Contract together with its additional parts, annexes (as they may be supplemented or amended from time to time) and references contains the entire Agreement between the Parties hereto and supersedes all other understandings and negotiations, whether oral or written, with respect to the subject matter and the transactions contemplated by this Contract. This Contract may not be altered or amended except by the written agreement of the Parties. No other duties, obligations, liabilities or warranties than those expressly provided in this Contract shall be applied.

This Contract consists of this contract part and the following additional parts, which constitute an integral part of this Contract:

- Part 1 The Special Conditions, which are hereafter referred to as the “Special Conditions”
- Part 2 The General Conditions, which are hereafter referred to as the “General Conditions”

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Should this contract part and additional parts contain conflicting provisions, this contract part shall prevail and the additional thereafter in the above order.

The Parties have each caused this Agreement to be signed and delivered in **two** originals, one for each Party, by their duly authorized representatives:

For and on behalf of
Umweltbundesamt GmbH

Mag.^a Dr.ⁱⁿ Verena Ehold
Managing Director

Date:

Signature:

For and on behalf of
Umweltbundesamt GmbH

DI Dr.ⁱⁿ Hildegard Aichberger MBA
Managing Director

Date:

Signature:

For and on behalf of

xxx

Name: xxx

Date:

Signature

Part 1 SPECIAL CONDITIONS

- (1) In consideration of satisfactory performance and acceptance of the Services, the Principal shall make to the Contractor payments as set forth in this Contract. The Remuneration for Services is defined in Part 1.2 Financial Specifications' of this Agreement.

The contractual amount is set to a maximum of € xxxx (in words: xxxxx Euros).

- (2) The services on the Project will be carried out in a spirit of mutual trust between the Parties. Any reasonable request made by one Party to have part of its work treated in a confidential manner with respect to third parties shall be honoured by the other Party, insofar as this request does not contravene conditions of the Main Contract or the § 4 Confidentiality of the General Conditions of this Contract.
- (3) The overall management of the Project will be done from the Principals registered office in Austria. The Contractor will make every reasonable effort to facilitate and where appropriate assist the Principal in the execution of its responsibilities.
- (4) All Services by the Contractor need to be accepted by the Principal and is a prerequisite for any payments receivable by the Contractor.
- (5) Time shall be of the essence as regards to the performance by the Contractor of its obligations under this Contract.
- (6) All documents and correspondence under this Contract in relation between the Parties shall be in the English language.
- (7) All measures, weights and dimensions shall be in the metric system.
- (8) These Special Conditions consist of this contract part and the following additional parts, which constitute an integral part of the Special Conditions:
- Part 1.1 Services / Scope of Work
 - Annex 1 (Tender Specifications) to Annex 2 (Bid Form) and Annex 4 (Information Sheet Partner Recipients) form an integral part of the Special Conditions, Part 1.1.
 - Part 1.2 Financial Specifications
 - Part 1.3 Time Schedules
 - Part 1.4 Banking Details
 - Part 1.5 General Conditions of the Main Contract¹

- (9) The Contractor shall confirm agreement to the terms of this Contract by his signature. If the Contract is not returned in due time of xxx weeks, the Principal reserves the right, at its sole discretion, to declare this Contract void. No payment will be made to the Contractor until the signed contract document is returned to the Principal.

¹ Part 1.5 is available under <https://www.umweltbundesamt.at/en/eu4green>

Part 1.1 Services

- (1) This Contract is governed by the terms and conditions of the Main Contract, as signed by the Principal and the Client. The conditions of the Main Contract together with its annexes and references, together with its Terms of Reference and its submitted proposal(s), form an integral part of this Agreement, insofar as disclosed, in parts or at the whole, by the Principal to the Contractor.
- (2) The Contractor assumes the responsibility for the Services, as specified in the Request for Proposal (Annex 1) and the Contractors Bid-form (Annex 2), which form an integral part of the Special Conditions.
- (3) The Contractor guarantees that the services agreed under the Contract are not jeopardised in the light of the Covid-19 crisis, that the operations of the Contractor's company are guaranteed to the extent necessary and are not currently affected by any closure imposed by the authorities. A violation of this performance guarantee constitutes a serious breach of contract within the meaning of § 14 of the General Conditions.
- (4) If, after the signing of the Contract, the Contractor's ability to perform his obligations should cease substantially, in particular by reason of a new regulatory requirement, or if at least the contractually agreed deadlines can no longer be met or a provision of the services is no longer possible to the contractually agreed extent, the Contractor shall inform the Umweltbundesamt GmbH immediately.
- (5) Termination of this Contract by the Principal is permissible at any time without giving reasons subject to a **three-month** period of notice.
- (6) The agreed Services / partial Service shall be considered as finally accepted when the Principal does not demand improvements within 30 days after the acceptance procedure. All improvements are to be made within a reasonable period of grace and without any additional claims for payment.

Part 1.2 Financial Specifications

- (1) The applicable currency of this Contract is the EURO, and all financial transactions between the Principal and the Contractor, unless otherwise agreed case by case, shall be made in EURO.

The concrete formulation with regard to the VAT procedure can only be defined on the basis of the concrete offer.

- (2) The international value added tax identification numbers (VAT ID) (outside the EU a VAT registration number) of the Parties are the following.

VAT ID of Umweltbundesamt GmbH: ATU45908200

VAT ID of xxx: [xxx]

- (3) This paragraph and the following table outlines the basis on which services are entrusted to the Contractor and further specifies the above defined contractual amount, the maximum possible total Contractor's financial reward for its involvement in the Project.

Remuneration for Services:

Xxx (insert table as appropriate)

The Contractor is under obligation to deal with and pay all taxes due on this payment relating to this Contract himself, and he must indemnify and hold the Principal harmless, as the case may be, in this respect.

- (4) The following payment schedule is agreed between the Parties, which may be subject to amendments according to the specifications of this Agreement from time to time:

Quarterly invoice after completion and acceptance of the partial Services

Payment will be made via bank transfer in EUR after reception of the corresponding payment from the Client by the the Principal (payment of the Client for the respective service due this Contract to the Principal is a condition precedent for payments to the Contractor).

- (5) The submission of the invoice shall include the following supporting documentation:

Xxx

- (6) An orderly invoice (partial or final invoice) must comprise all the invoice characteristics as defined in the relevant statutory regulations (in particular in § 11 Austrian Turnover Tax Act – UStG), quoting the Contract number, the VAT ID number of the Contractor (insofar as applicable) and in the case of partial invoices a listing of those Services which are being billed and charged under Part 1.1. Advance and/or partial payments have to be mentioned in the final invoice and deducted from the total amount.

Part 1.3 Time Schedules

- (1) The following time schedule is agreed:
 - a. The starting date of Services is xxx (...)
 - b. Participation in additional meetings as requested by the Principal
 - c. Completion of Services until xxx
 - d. other
- (2) Whenever any Party becomes aware of any event or condition, which may adversely affect the timely performance of the Services, each Party shall promptly notify the other in writing and give account of the reasons for such delay and the proposed steps to be taken to remedy the situation.

Part 1.4 Banking details of Parties

- (1) All financial transactions of the Principal in the execution of this Service Agreement shall be made to and from the following bank account:

Account Holder:	Umweltbundesamt GmbH
Bank Name:	Erste Bank der Österreichischen Sparkasse AG
Bank Address:	Am Belvedere 1, 1100 Vienna, Austria
IBAN:	AT74 2011 1822 1333 2800
SWIFT / BIC:	GIBAATWWXXX
Currency:	EURO account
Routing Bank (RB):	-
RB Account number:	-
RB SWIFT / BIC:	-

- (2) All financial transactions of the Contractor in the execution of this Service Agreement shall be made to and from the following bank account:

Account Holder:	xxx
Bank Name:	xxx
Bank Address:	xxx
IBAN:	xxx
SWIFT / BIC:	xxx
Currency:	EURO account
Routing Bank (RB):	xxx
RB Account number:	xxx
RB SWIFT / BIC:	xxx

Part 1.5 Disclosure of parts of the Main Contract

The Principal has entered into a contract with the European Commission, DG NEAR. The following parts of the Main Contract are disclosed to the Contractor, hereby imposed and form an integral component of this Agreement:

- (1) General Conditions of the Main Contract - Annex II (Annex 3)

Part 1.6 Representatives of Parties

- (1) The duly authorized representative for and on behalf of UBA for all matters concerning and this Service Agreement is:

Mr/Ms xxx

Address:

Tel:

Fax:

Email:

Mr/Ms xxx herewith delegates the right of decision of UBA for all matters concerning the management of this Service Agreement, except the right of decision to change, amend or terminate this Service Agreement for and on behalf of UBA, to:

Mr/Ms xxx

Address:

Tel:

Fax:

Email:

- (2) The duly authorized representative for and on behalf of xxx for all matters concerning this Service Agreement is:

Mr/Ms xxx

Address:

Tel:

Fax:

Email:

Mr/Ms xxx herewith delegates the right of decision of xxx for all matters concerning the management of Service Agreement, except the right of decision to change, amend or terminate this Service Agreement for and on behalf of xxx, to:

Mr/Ms xxx

Address:

Tel:

Fax:

Email:

ANNEXES

Annex 1	Request for Proposal
Annex 2	Bid-Form
Annex 3	General Conditions of the Main Contract - Annex II
Annex 4	Information Sheet Partner Recipients