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SERVICE AGREEMENT

Contract-No: 21615-Cx/AT-xx-2025/1

for the program

Recovery through a Circular Economy and Pollution Reduction in the Eastern Partnership countries (EU4Green Recovery East)

on the subject

Xxx

Yellow highlighted passages - please adapt or select accordingly

Blue parts – please delete in the final version

concluded between

UMWELTBUNDESAMT GmbH (UBA)

and

[NAME] ([COUNTRY])

Firmenbuchgericht: Handelsgericht Wien; Firmenbuchnummer: FN 187010s; DVR 0492221
Bankverbindung: Erste Bank, Kto. Nr. 822-133-328/00, BLZ 20111, BIC GIBAATWWXXX, IBAN AT742011182213332800

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 company/institution registered in Austria (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 Program “Recovery through a Circular Economy and Pollution in the Eastern Partnership countries (EU4Green Recovery East)”, which is hereafter referred to as the “Program”, all as laid down in the European Union Contribution Agreement with the contract number 700002623, which is hereafter referred to as the "Main Contract"; In respect to the provisions of the General Conditions of the Main Contract (Annex II), the Contractor shall, subject to the provisions in this Contract accept the same responsibilities, obligations and liabilities towards the Principal as he accepts towards the Client in respect of the Services (back-to-back-principle), unless otherwise agreed. The Contractor shall ensure that it meets the eligibility criteria applicable to the award of the Main Contract and does not fall under the exclusion criteria described in the tender documents.

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 of the water resources and environmental data sector in the Eastern Partnership countries of the EU, 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.

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 include either [DD.MM.YYYY] or [on the date it is mutually signed], which is hereafter referred to as the “Starting Date”, and include either [shall end when all Services have been provided] or [DD.MM.YYYY] 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 Agreement:

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”

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

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 € xxx (in words: xxx). *Add either* [In addition, the Contractor may invoice travel expenses incurred up to a maximum amount of € xxx (net amount) upon presentation of receipts.] or [This contractual amount includes travel expenses up to a maximum amount of € xx (net amount),and will only be reimbursed upon presentation of receipts]. Due to the national regulation Reverse Charge is applied.

The Principal is not obliged to request the maximum contract volume.

(2) The work on the Program 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 Program will be done from the Principals headquarters 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) The Principal and the Contractor confirm that they obtain all statuatory obligations of confidentiality and secrecy as well as data protection according to the General Data Protection Regulation (DSGVO, EU 2016/679) and the Austria Data Protection Act, Federal Law Gazette No 1 165/1999 as amended from time to time. The Contractor is obliged to maintain secrecy to all knowledge received while performing any services due to this contract, unless the Principal discharges the Contractor in writing from this obligation.

Furthermore the Contractor has to ensure that all other persons which he may engage for performing this contract are bound to the same obligations of secrecy and data protection. The Contractor shall only involve employees, other vicarious agents or subcontractors which are agreed in writing to the secrecy requests according to Art 28 DSGVO. In this regard strict liability shall apply to the Contractor.

The Contractor and the principal conclude a particular Agreement in writing for all services including any personal data processing according to the DSGVO.

If the contract or deliverables in question are affected by a request for information, the contracting authority will inform the contractor and give the contractor the opportunity to comment, within seven days, on any

statutory requirement of secrecy of the relevant content. If the contractor does not reply, the contracting authority will decide independently on any confidentiality requirements and, if necessary before providing information, it will carry out any necessary redactions.

Any personal data shall be used only for performing this contract. After the end of this contract data processing shall not be allowed and all personal data shall be deleted, except a legal obligation enforces to store them.

(7) All documents and correspondence under this Contract in relation between the Parties shall be in the English language.

(8) All measures, weights and dimensions shall be in the metric system.

(9) 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

Part 1.2 Financial Specifications

Part 1.3 Time Schedules

Part 1.4 Banking Details

Part 1.5 Disclosure of parts of the Main Contract

Part 1.6 Annexes

(10) The Contractor shall confirm agreement to the terms of this Contract by his signature. If the Contract is not returned in due time, 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 duplicate copy is returned to the Principal.

Part 1.1 Services

(1) It is the overall objective of this Agreement to xxx.

(2) 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.

(3) The Contractor assumes the responsibility for the following Services, as specified in Annex 2 the Terms of Reference (ToR) which form an integral component of the Special Conditions.

(4) If, after the signing of the Contract, the Contractor's ability to perform his obligations should cease completely, 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 results of the Services by the Contractor are agreed to be documented as specified, in Annex 2 the Terms of Reference (ToR), which form an integral component of the Special Conditions.

(7) 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.

(8) The point of contact and requests to the Principal for the Contractor is the following:

<Name Umweltbundesamt expert>

<EU4GRE Position of the expert>

Phone: +43 131304 xxxx / mobile if available xxx

E-Mail: xxx@umweltbundesamt.at

(9) The point of contact of the Contractor for all issues related to the implementation of the Services is:

<Name>

<EU4GRE Position>

Phone: +43 131304 xxxx / mobile if available xxx

E-Mail: xxx@xxx

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. Reverse Charge is applicable.

(2) For parties from the EU, Switzerland, UK or Norway, the VAT identification number must be provided below. Parties that do not have an EU VAT number (e.g., third-country entrepreneurs) must provide proof of their entrepreneurial status. *Include either* [The Contractor does not invoice any VAT (the Main Contract is registered in <insert the country> and therefore VAT exempt)] *or* [According to its own information the Contractor is not subject to VAT]. *If the Contractor is VAT exempted, the reason has to be declared*

VAT ID of Umweltbundesamt GmbH: ATU45908200

VAT ID of xxx: [xxx]

(3) This paragraph and the following table outlines the basis on which work is 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 Program.

Remuneration for Services

Item		*Quantity*	*Unit price*		*Total**
Professional fees per full day service	up to	5 days	€ 750.00	up to €	3,750
Travel costs (transportation costs, daily allowance)		n.a.			
Total				up to €	3,750*

*This is the net amount. *Include either:* According to its own information the Contractor is not subject to VAT *or* is subject to xx % VAT. Due to the national regulation in Austria, reverse charge is applied

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 in this respect.

If travel is likely use either

Eventual travels expenses will be reimbursed up to € xxx. Travel expenses include transportation costs and daily allowances. Transportation costs will be reimbursed on real cost basis upon submission of proofing documents, daily allowances according to programme requirements and rules. This is a maximum assumption of travel costs; it is possible that there will be no travel.

Any travel must be agreed with the Principal in advance

Or

Travel expenses include transportation costs and daily allowances. Transportation costs will be reimbursed on real cost basis upon submission of proofing documents, daily allowances according to programme requirements and rules. The above in the table listed travel cost is a maximum assumption.

Any travel must be agreed with the Principal in advance

If no travel is foreseen, delete both clauses

(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:

- (First) Advance payment in the amount of EUR xxx,- after signing the contract
- First partial invoice after completion and acceptance of the partial Service less the advance payment – the resulting difference will be payed out
- Second partial invoice …
- Final invoice after completion and acceptance of the services (if only down payments and final invoice is agreed, please include the following: less the advance payment - the resulting difference will be paid out).

Payment will be made via bank transfer in EUR after reception of the corresponding payment from the Client by 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 a time-sheet approved by the expert of the Principal mentioned under Part 1.1 (8), and supporting documentation for all eligible expenses claimed. The submission of the final invoice shall include in addition an activity report and/or the deliverables agreed under Part 1.1. For all air or rail travel, original ticket stubs must accompany claims and be presented together with embarkation cards for every flight covered by an air ticket; failure to do so may result in the Contractor being held liable to pay the cost of travel.

(6) An orderly invoice (advance, 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 for 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 include either [DD.MM.YYYY] or [on the date it is mutually signed],

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 Main Contract). 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, ANNEX II of the Main Contract (Annex 3)

(2) Description of Action, ANNEX I of the Main Contract (Annex x)

Part 1.6 Annexes

(1) The following documents are annexed to these Special Conditions and form an integral part of the Agreement:

Annex 1	Part 2 of the Service Agreement: General Conditions
Annex 2	Terms of Reference (ToR)
Annex 3	General Conditions of the Main Contract
Annex 4	Description of Action (DoA) of the Main Contract
Annex 5	Data Processing Agreement
Annex 6	Bid Form
Annex xx	xxx

(2) In the event of a conflict between these Special Conditions and any Annex thereto, the provisions of the Special Conditions shall take precedence. In the event that the terms of this Agreement contradict or deviate to the Main Contract, the terms of the Main Contract shall take precedence.

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

Please ensure that the signatures are not on a page alone!

For and on behalf of Umweltbundesamt GmbH	For and on behalf of xxx
Dr. Gerhard Pulfer EU4GRE Project Lead	Name: xxx
Date:	Date:
Signature:	Signature