



**SPECIFIC CONTRACT No 3436/R0-COPERNICUS/EEA.58136**

Implementing Framework service contract No

**EEA/IDM/R0/16/009/Czech Republic**

The European Environment Agency (hereinafter referred to as “*the Agency*”), acting under delegated tasks by the European Commission, represented for the purposes of the signature of this specific contract by Chris Steenmans, Head of programme Data and Information Services, of the one part,

and

CENIA, Czech Environmental Information Agency  
Statutory registration number: CZ45249130  
Vršovická 1442/65  
Prague 10, 100 10  
Czech Republic

hereinafter referred to as “*the Contractor*”, represented for the purposes of signature of this specific contract by Mr Miroslav Havránek, Director, on the other part,

**HAVE AGREED**

to the Special Conditions and the Annexes below 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 services (Annex 1) shall take precedence over those in the Contractor’s specific tender (Annex 2).

All documents issued by the Contractor (end-agreements, general terms and conditions, etc.) except its specific tender (Annex 2) are held inapplicable, unless explicitly specified in the Special Conditions of this specific contract. In all circumstances, in the event of contradiction between the provisions in this specific contract and documents issued by the Contractor, this specific contract shall prevail, regardless of any provision to the contrary in the Contractor’s documents.

Subject to the above, the provisions in the Special Conditions and the Annexes forming part of this specific contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such provisions shall be explained or rectified by a written instruction issued by the Agency.

Furthermore, each provision in the Special Conditions and the request for service (Annex 1) is severable and distinct from the others. If a provision is or becomes illegal, invalid or unenforceable to any extent, it must be severed from the remainder provisions of the specific contract. This does not affect the legality, validity or enforceability of any other provisions of the specific contract, which continue in full force and effect. The illegal, invalid, or unenforceable provision must be replaced by a legal, valid and enforceable substitute provision which corresponds as closely as possible with the

actual intent of the parties under the illegal, invalid or unenforceable provision. The replacement of such provision must be made in accordance with Article II.20 of the framework service contract. The specific contract must be interpreted as if it had contained the substitute provision as from its entry into force.

## **SPECIAL CONDITIONS**

### **ARTICLE 1 – SUBJECT**

- 1.1** This specific contract implements Framework service contract No EEA/IDM/R0/16/009/Czech Republic (hereinafter referred to as “*the framework contract*”) signed by the Agency and the Contractor on 12/07/2017.
- 1.2** The subject of this specific contract is Post-production verification of the HRL’s for the 2018 reference year and support and testing of future CLC+ (2nd generation CLC methodological improvements and developments), based on CLC2018 products.
- 1.3** The Contractor undertakes, on the terms set out in the framework contract and this specific contract and the annexes thereto, which form an integral part of it, to perform the tasks, including deliverables, specified in Annex 1.

### **ARTICLE 2 – ENTRY INTO FORCE AND DURATION**

- 2.1** This specific contract shall enter into force on the date on which it is signed by the last contracting party.
- 2.2** The provision of the services shall start from the date of entry into force of this specific contract.
- 2.3** The period for performance of the services shall not exceed 31/12/2021. This period and any other periods specified in this specific contract are calculated in calendar days. The period for performance of the services may be extended only by written agreement of the contracting parties before such period elapses.

### **ARTICLE 3 – PRICE**

- 3.1** The maximum price payable under this specific contract is EUR 33,190.56 (thirty-three thousand one hundred and ninety euros .56) covering all services to be provided.

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 in accordance with the provisions in Article II.7 of the framework contract.

### **ARTICLE 4 – PAYMENT ARRANGEMENTS**

- 4.1** Pre-financing

Within 30 (thirty) calendar days from the date when the specific contract enters into force as specified in Article 2.1, the Contractor may claim a pre-financing payment of 40% of the total amount specified in Article 3.1. The Contractor shall send the Agency an invoice to [REDACTED] for the pre-financing payment.

The Agency shall pay the pre-financing within 30 (thirty) calendar days of receiving the invoice.

#### 4.2 Interim payment

At the end of the period indicated in the request for services (Annex 1), the Contractor may claim an interim payment corresponding to 30 % of the total amount specified in Article 3.1. The Contractor shall send the Agency an invoice to [REDACTED] for the interim payment accompanied by the following documents:

- Deliverable 1.3 Interim Project report, as specified in Annex 1.

The Agency shall have 60 (sixty) calendar days from receiving any submitted documents to approve them and to pay the invoice for interim payment. If the Agency has observations to make within that period of scrutiny, it shall send them in writing to the Contractor and suspend the time limit for payment in accordance with Article II.15.5 of the framework contract. The Contractor shall have 15 (fifteen) calendar days to submit additional documents or information or a new version of the documents if the Agency requires it. The Agency shall give its approval and pay the invoice for interim payment within the remainder of the period of scrutiny mentioned above, unless it rejects partially or fully the submitted documents.

#### 4.3 Payment of the balance

Within 30 (thirty) calendar days after the period for performance of the services specified in Article 2.3 has elapsed, the Contractor may claim the payment of the balance of the total amount specified in Article 3.1. The Contractor shall send the Agency an invoice to [REDACTED] for the payment of the balance due under this specific contract accompanied by the following documents:

- a list of all pre-existing rights to the results or parts thereof or a declaration stating that there are no such pre-existing rights, as provided for in Article II.7.6 of the framework contract;

- Deliverable 1.7 Final Project report, as specified in Annex 1.

The Agency shall have 60 (sixty) calendar days from receiving any submitted documents to approve them and to pay the invoice for balance payment. If the Agency has observations to make within that period of scrutiny, it shall send them in writing to the Contractor and suspend the time limit for payment in accordance with Article II.15.5 of the framework contract. The Contractor shall have 15 (fifteen) calendar days to submit additional documents or information or a new version of the documents if the Agency requires it. The Agency shall give its approval and pay the invoice for balance payment within the remainder of the period of scrutiny mentioned above, unless it rejects partially or fully the submitted documents.

### ARTICLE 5 – COMMUNICATIONS

For the purposes of this specific contract and without prejudice to the provisions of Article I.6 of the framework contract, communications shall be sent to the following addresses:

For the Agency:

European Environment Agency  
Att.: Ana Sousa  
Kongens Nytorv 6  
1050 Copenhagen K, Denmark  
[REDACTED]



For the Contractor:

CENIA, Czech Environmental Information Agency  
Att.: Lenka Rejentová  
Vršovická 1442/65  
Prague 10, 100 10  
Tel: +420 267 125 294  
E-mail: [lenka.rejentova@cenia.cz](mailto:lenka.rejentova@cenia.cz)

**ARTICLE 6 – ANNEXES**

The following annexes form an integral part of this specific contract:

Annex 1 – Request for service of 29/06/2020

Annex 2 – Contractor’s specific tender of 09/07/2020

**SIGNATURES**

For CENIA, Czech Environmental Information Agency,  
Miroslav Havránek,,  
Director

For the European Environment Agency,  
Chris Steenmans,  
Head of Programme

Signature 

Signature:  \_\_\_\_\_

Done at Prague, on

Done at Copenhagen, on

In duplicate, in English