

**FRA**

EUROPEAN UNION AGENCY FOR FUNDAMENTAL RIGHTS

CONTRACT AMENDMENT N° 1 to**Multiple Framework Service Contract****F/SE/10/03-A Lot 4 - Denmark****Data collection and research services on fundamental rights issues**

The European Union Agency for Fundamental Rights (hereinafter referred to as "the Contracting Authority"), and with its seat at Schwarzenbergplatz 11, Vienna, Austria, which is represented for the purposes of the signature of this Contract by

of the one part,

and

The Danish Institute for Human Rights

FRA	
REG.	1050
Date	08. Juli 2013
DIR	ECR
HRP	FJ
ADMIN	✓
CAR	

(hereinafter referred to as 'the Contractor'), represented for the purposes of the signature of this Amendment by

of the other part,

HAVING REGARD to the Contract No F/SE/10/03-A Lot 4 Denmark – concluded between the Contracting Authority and the Contractor on 08/08/2011 (hereinafter referred to as "the Contract"),

WHEREAS the Contractor has informed the Contracting Authority about changes of its legal entity and financial identification,

HAVE AGREED AS FOLLOWS:

Article 1

Article 1.6 of the Contract, BANK ACCOUNT, is replaced as follows:

Payments shall be made to the Contractor's bank account denominated in euro, stated in the Contractor's financial identification form set out in Annex IV as follows:

Name of bank:

Address of branch in full:

Exact designation of account holder:

IBAN code:

Article 2

Article 1.7 of the Contract, GENERAL PROVISIONS, is replaced as follows:

Any communication relating to the Contract shall be made in writing and shall bear the Contract and order or specific contract reference numbers. Ordinary mail shall be deemed to have been received by the Contracting Authority on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

Contracting Authority:

European Union Agency for Fundamental Rights

to the attention of ,

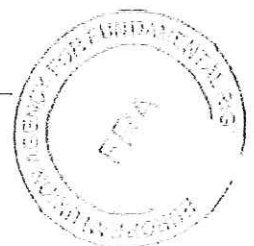
Schwarzenbergplatz 11,

Vienna 1040,

Austria

Contractor:

The Danish Institute for Human Rights



The following persons are empowered to supervise the performance of this Contract for the Contracting Authority:

Administrative matters:

Technical matters:

The following person(s) is (are) empowered to supervise the performance of this Contract for the Contractor:

Administrative and technical matters:

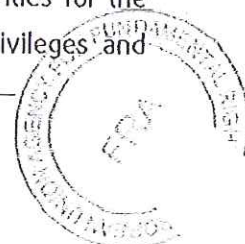
Article 3

Article 1.11 of the Contract, FISCAL PROVISIONS, is replaced as follows:

The Contracting Authority is in respect of its financial interest in this Contract exempt from all duties and taxes, including value added tax.

The Contract is subject to Value Added Tax. The Value added Tax registration No. of the contractor is:

If the Contractor is not exempt from Value Added and other Taxes, he shall make available to the Contracting Authority, upon request, all supporting documents which the Contracting Authority might need in order to apply to the tax authorities for the reimbursement pursuant to Articles 3 and 4 of the Protocol on the Privileges and



Immunities of the European Communities of any duties and taxes paid in the course of the performance of this Contract.

Where the Contractor is exempt from Value Added Tax, he is required to submit proof from to this effect from his tax authorities or by a professional, who enjoys special public trust (certifies accountant, attorney).

If the contract is subject to VAT outside Austria, but within the scope of application of Council Directive 77/388/EEC of 17 May 1977 in its current legally valid wording, the Contractor declares to accept and process (submit to the relevant tax authorities) the duly filled form according to Art. 15/10 of the specified Directive in order to enable the Contracting Authority to pay the net price of the contract excluding VAT instead of relying on VAT refund. In this case, the Contracting Authority will only pay the net remuneration of the Contract excluding VAT.

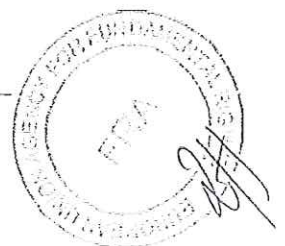
Article 4

Annex IV of the Contract, Financial Identification Form and Legal entities, are replaced by the forms attached in the present amendment.

Article 5

All the other provisions of the Contract shall remain unchanged and shall continue to apply for the period of duration of the contract indicated in Article 1.2 of the contract.

The present amendment and its annex shall form an integral part of the Contract and it shall enter into force after signature by the last Contracting Party, the FRA.



SIGNATURES

For the Contractor,

For the Contracting Authority,

signature[s]:

signature[s]:

Done at Graz Date: July 4. 2013 Done at Vienna Date: 24-7-13

In duplicate in English.

Annex: Financial Identification Form and Legal entities

