



**Chaussee de Vleurgat 15  
1050 Brussels  
Belgium  
tel: +32 2 736 20 91**

## **CONTRACT FOR CONSULTANCY SERVICES**

**Title: Research on menstrual products, baby nappies and wet wipes: (i) analysis of their environmental and economic impacts and (ii) the legal and technical measures to address their impacts in Europe”**

**Project nr: 2019-Rezero-Menstrual products, baby nappies and wet wipes study**

## **CONSULTANCY AGREEMENT**

This Agreement is made between:

- (1) Zero Waste Europe, Chaussee de Vleurgat 15, 1050 Brussels, Belgium, and represented by Joan Marc Simon, Director (hereinafter referred to as 'ZWE')
- and
- (2) Rezero, Fundació prevenció residus i consum, Bruc 91, 4a planta, 08009, Barcelona, Spain, and represented by Rosa Garcia Segura, General Director (hereinafter referred to as 'the Consultant')

Referred to together as the “Parties”;

WHEREAS:

We would like to carry out research in order to be able to understand better the state of play of single use menstrual products (e.g.: pads and tampons), baby nappies and wet wipes, including their environmental and economic impacts as well as the policy framework and the existing possibilities to address these impacts in Europe, including promoting the availability of reusable, plastic-free and toxic-free solutions.

ZWE has agreed to contract the services of the Consultant and the Consultant has agreed to undertake such services as hereinafter set out in the project specification.

IT IS AGREED as follows:

### **1. DEFINITIONS**

- 1.1. In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

Agreement: means this agreement including the Schedules

'Project' means the creation, development and implementation of the Agreement undertaken by the Consultant.

Schedule(s) mean(s) any schedule to this agreement.

'Service(s)' mean(s) the agreed services carried out by the Consultant to complete the Project;

- 1.2. The heading to the clauses of this Agreement are for convenience only and shall be disregarded when interpreting this Agreement.

## **2. APPOINTMENT**

- 2.1. ZWE hereby engages the Consultant and the Consultant hereby agrees to undertake a project details of which are set out in the Schedule hereto ('the Project') subject to the terms and conditions set out in this Agreement.

## **3. DUTIES, OBLIGATIONS AND TIMELINE**

- 3.1. The Consultant will provide services to ZWE as follows\*:

- I. A first report (hereinafter "1<sup>st</sup> Report") with a comprehensive description of the environmental and economic problems involved in the production and consumption of single-use menstrual products, baby nappies and wet wipes in Europe through data gathering and analysis, focusing on the:
  - a. consumption trends and prevention potential through the use of reusable solutions;
  - b. environmental impacts: either due to the extraction of natural resources for their production, the greenhouse gas emissions during their management and treatment or the pollution of the environment, and marine environment;
  - c. economic impacts: for public administrations (due to the collection, management and treatment of waste, clean ups and problems in public sanitation systems), as well as for consumers, such as an estimation of the economic savings that can be obtained by replacing single-use products for reusable solutions.
- II. A second report (hereinafter "2<sup>nd</sup> Report") on the legal and technical measures to address at a European and regional level the production and consumption of single-use menstrual products, baby nappies and wet wipes in Europe, including:
  - a. policy review: this part of the study will be commissioned to a law firm specialized in environmental law to assess the legal reserve, competence framework and the appropriate regulatory regime and identify legal barriers and opportunities to regulate the production and consumption of these products;
  - b. normative and technical proposals: a series of regulatory and technical proposals, applicable both at the European and regional level, will be formulated aiming at reducing the environmental and economic impacts of these products;
  - c. analysis and promotion of existing initiatives: a collection of information and benchmark of initiatives already taken by European regions or other regions around the world, encouraging a consumption reduction of these items and the availability and accessibility of existing solutions (e.g.: reusable items).
- III. Annexes with relevant data to facilitate the understanding of the report and the methodology used for the different calculations for both reports.

*\*please refer to the attached proposals for detailed outline of the reports content*

- 3.2. The Service shall be completed and the final work be submitted no later than 29<sup>th</sup> November 2019.

- 3.3. The Services shall be supplied in accordance with the specific instructions of Larissa Copello, staff member of ZWE designated as 'Contract Officer' in charge of the Agreement for the ZWE.

3.4. The layout and design of both reports will be done separately by a professional designer contracted by ZWE.

3.5. The Consultant will develop the Project in accordance with the following timeline:

Work to commence by:	10 May 2019
Milestone (1 <sup>st</sup> report): First draft for comment	18 September 2019
Milestone (2 <sup>nd</sup> report): First draft for comment	25 October 2019
Milestone (1 <sup>st</sup> report): Final report	15 November 2019
Milestone (2 <sup>nd</sup> report): Final report	29 November 2019

**4. FEES**

**IMPORTANT NOTICE:** Zero Waste Europe is not registered for VAT purposes and does NOT have a VAT number. Therefore, **ZWE should be invoiced as a private consumer**. Services supplied to private individuals (B2C services) are **taxed at the supplier's place of establishment**. (Art 46 of the EU VAT Directive 2008/8/EC) The reverse charge mechanism does NOT apply. The service should therefore be considered to be delivered in the country where the consultant is legally registered and the same VAT rate should be applicable as for a supply to a private Individual from the supplier's country.

More information on VAT for services can be found here:

**[Http://ec.europa.eu/taxation\\_customs/taxation/vat/how\\_vat\\_works/vat\\_on\\_services/index\\_en.htm#supply\\_services](http://ec.europa.eu/taxation_customs/taxation/vat/how_vat_works/vat_on_services/index_en.htm#supply_services)**

4.1. In consideration of the Services rendered by the Consultant under this Agreement ZWE shall pay to the Consultant a fee of:

- I. 1<sup>st</sup> Report: 4,670 EUR (four thousand six hundred and seventy euros), with VAT included; and
- II. 2<sup>nd</sup> Report: 5,808 EUR (five thousand eight hundred and eight euros), with VAT included;

on receipt of a proper VAT invoice always provided that the Consultant shall render proper invoices for the fees payable hereunder.

The schedule of payment will be as follows: 100% of the total fee will be paid upon completion.

The Consultant will send the invoice with the agreed amounts to ZWE at the time of the delivery of the final report.

4.2. Any additional work will be agreed in writing by the contract officer.

4.3. ZWE reserves the right to withhold all or any part of a payment due hereunder if at any time the Services rendered during the Project do not meet the reasonably agreed standards.

4.4. The Consultant shall be responsible for all expenses (including travel and accommodation expenses) incurred by him/her in connection with his/her duties hereunder.

4.5. All sums payable in this Agreement unless otherwise stated are inclusive of Value Added Tax which shall be payable to such sums.

**5. CONFIDENTIALITY**

5.1. The Consultant shall not reveal to any person any of the confidential information concerning the organisation, business, finances, transactions or affairs of ZWE which may come to his/her knowledge during the carrying out of the services hereunder and shall keep with complete

secrecy all confidential information entrusted to him/her and shall not use or attempt to use any such information in any manner which may injure or cause loss either directly or indirectly to ZWE or may be likely to do so. This restriction shall continue to apply without limit in point of time but shall cease to apply to information or knowledge which may come into the public domain otherwise than by the fault of the Consultant.

- 5.2. The Consultant shall not disclose any material, obtained or produced for the purposes of the Project or disclose or publish the contents of any report prepared in connection with the Project to any person, unless first approved in writing by ZWE.
- 5.3. The Consultant shall not disclose to any third party the content or nature of the Project before the same are made publicly accessible by ZWE.

## **6. INTELLECTUAL PROPERTY RIGHTS**

- 6.1. All information, data and documents provided by ZWE in any form whatsoever remain the exclusive properties of ZWE.
- 6.2. The Consultant represents and warrants to ZWE that it owns the copyrights and any other applicable intellectual property rights on the design and on all materials used for the Project. Regarding the preliminary design work (including sketches and unused ideas) that does not form part of the design work used by the client, intellectual property rights remain with the consultant.
- 6.3. The Consultant shall assign to ZWE all intellectual property rights on the Project. Such assignment takes place as the Project progresses. Such assignment is made for the duration of protection of the intellectual property rights (and their possible extensions) and worldwide. It is explicitly agreed that the price of such assignment is included in the fees provided under Clause 4 above.
- 6.4. The Consultant acknowledges and agrees that upon receipt of payment for native design files ZWE has the right to amend, update, copy or replicate any elements of the Project produced by the Consultant for the purposes of this Agreement for an indefinite period.
- 6.5. ZWE warrants that it owns any rights or required authorisations and that it shall hold the Consultant harmless against any claim from third parties which would allege owning intellectual property rights on any elements (including texts, images, logos, graphs, pictures, videos, files...) that ZWE asked the Consultant to integrate in the Project or to use for its development. ZWE remains the owner of any elements or data it provided to the Consultant.
- 6.6. The Consultant is authorized to use any project outcomes for other purposes under the condition of adequate referencing to the ZWE Project deliverables.

## **7. TERMINATION**

- 7.1. If the Consultant shall be unable to perform its duties hereunder by reason of capability or qualifications, be guilty of any serious or persistent misconduct or breach or non-observance of any of the terms of this Agreement or shall neglect or fail or refuse to carry out its duties hereunder, shall become bankrupt or make any arrangement or composition with its creditors, ZWE shall be entitled to terminate this Agreement forthwith without payment and shall be entitled to recover any monies paid to the Consultant for which it has not received any Services from the Consultant hereunder.
- 7.2. ZWE retains the right in any event to terminate this Agreement with a notice of two weeks.

- 7.3.** If this Agreement is terminated pursuant to Clause 7.2. but not otherwise, the Consultant shall be entitled to a rateable proportion of any sum or sums payable hereunder to the proportion of the work done under this Agreement.
- 7.4.** Termination of this Agreement for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the right to recover damages from the other and all provisions which are expressed to survive this Agreement shall remain in full force and effect.
- 7.5.** The following clauses will remain fully effective after the termination of this Agreement: Clause 5, 6, 7 and Clause 10.

**8. ASSIGNMENT OR SUB-CONTRACTING**

- 8.1.** The Consultant shall not assign or sub-contract any of his/her rights or duties under this Agreement without the written prior consent of ZWE, besides item 3.1, II, a.

**9. DOCUMENTS**

- 9.1.** On completion of the Services the Consultant shall give any documents, data or other materials used or collated in connection with the Project to ZWE forthwith.

**10. GENERAL**

- 10.1.** This Agreement is in substitution for and shall replace all former and existing agreements or arrangements between the Consultant and ZWE.
- 10.2.** Precedence: in case of contradiction between this agreement and the Schedules, this agreement shall prevail.
- 10.3.** It is agreed that the relationship between the Parties is that of an independent contractor with its customer or client. Nothing in this Agreement shall constitute a Contract of Employment. The Consultant shall perform its duties under the Agreement on an independent basis and in full liberty as regards time and manner of performance (except as regards compliance with the timeline and completion dates provided under Clauses 3.3 and 3.4 above). The Consultant expressly agrees that its independence constitutes an essential element of this Agreement without which the Parties would not have concluded this Agreement.

The Consultant shall be responsible for paying its own income tax, national insurance contributions and Value Added Tax, and all other taxes due, imports, levies, penalties or interest whatsoever.

The Consultant shall be responsible for making all payments to staff (i.e. employees, directors, agents or subcontractors) in accordance with the terms and conditions of the agreement between the Consultant and its staff. The Consultant represents and warrants to ZWE that in providing the Services, the Consultant bears sole responsibility for the payment of all applicable tax and social security contributions which may be found due from the Consultant's staff in relation to any payments or arrangements made under this Agreement. The Consultant shall promptly and regularly pay any and all social security contributions due from its staff and shall account to the competent tax authorities' any and all taxes due in relation to the provision of the Services.

- 10.4.** The Consultant indemnifies, and agrees to keep indemnified ZWE in respect of any claims that may be made by the relevant authorities against ZWE in respect of income tax or national insurance contributions relating to the Services.

## ZWE consultancy agreement

- 10.5. No failure or delay on the part of ZWE in exercising any right or remedy under this Agreement shall be construed or operated as a waiver thereof nor shall any single or partial exercise of any right or remedy as the case may be.
- 10.6. The Consultant warrants that by virtue of entering into this Agreement he/she will not be in breach of any express or implied terms of any contracts with or of any other obligation to any third party.
- 10.7. The validity, construction and performance of this Agreement shall be governed by Belgian law and the parties hereto submit exclusively to the jurisdiction of the Courts of Brussels (Belgium).

This Agreement is made in two originals on the date signed by the parties hereto, or the later of the dates if the parties sign on different dates. Each party acknowledges having received one original.

### The Consultant

Name: Rosa Garcia

Position: Director

Place: Barcelona

Date: 29 October 2019

Signature:



### For and on behalf of ZWE

Name: Joan Marc Simon

Position: Director

Place: Brussels

Date: 29 October 2019

Signature:

