



EUROPEAN MEDICINES AGENCY  
SCIENCE MEDICINES HEALTH

**Revision 04 March 2019**

EMA/403774/2015

Administration Division

## Terms and conditions for the payment of the Agency's invoices

### 1. Scope

These Terms and Conditions apply to the payment of the Agency's invoices.

### 2. Payment Terms

2.1 The Agency's invoices are payable within 30 (thirty) days of the date of the invoice ("Due Date") unless alternative deadline is stipulated in the applicable legislation.

2.2 All payments shall be made to the Agency in Euros by means of a bank transfer to the Agency's bank account.

2.3 All payments must be received by the Agency net of all bank charges and withholding taxes whatsoever.

2.4 In the event of non-payment of an invoice by the Due Date, the Agency reserves the right to:

2.4.1 charge interest at the rate applied by the European Central Bank to its principal refinancing operations, as published in the C series of the Official Journal of the European Communities, in force on the first calendar day of the month in which the Due Date falls increased by three and a half percentage points as provided in Regulation (EU, Euratom) 2018/1046 and EMA's Financial Regulation, and/or

2.4.2 refuse to provide the requested services or to suspend all the services and procedures under way; and/or

2.4.3 effect recovery by enforcement of any guarantee lodged in advance; and/or

2.4.4 effect recovery by legal action.

2.5 Should the Agency incur costs, charges and expenses in connection with collection of fees or disbursements, these will be paid by the customer, in addition to interest charges as outlined in 2.4.1 above.

2.6 In the event that the customer is owed a fixed sum by the Agency, which is not disputed by either the customer or the Agency, the Agency reserves the right, subject to giving prior written notification to the customer, to offset such sum from the payment due and owing from the customer.

**Official address** Domenico Scarlattilaan 6 • 1083 HS Amsterdam • The Netherlands

**Address for visits and deliveries** Refer to [www.ema.europa.eu/how-to-find-us](http://www.ema.europa.eu/how-to-find-us)

**Send us a question** Go to [www.ema.europa.eu/contact](http://www.ema.europa.eu/contact) **Telephone** +31 (0)88 781 6000

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2.7 Should the customer raise a query regarding an invoice, such query will not suspend the payment period. Should such query result in a correction of the concerned invoice, the invoice will be credited and the paid amount will be reimbursed or offset against a new invoice.

### **3. Waiver**

3.1 A waiver by the Agency of any right under these terms and conditions is only effective if it is in writing and it applies only to the customer to whom the waiver is addressed and the circumstances for which it is given.

3.2 Unless specifically provided in writing to the customer, rights arising under these terms and condition are cumulative and do not exclude rights provided by law.

### **4. Severance**

4.1 If any provision (or part of a provision) of these terms and conditions is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions will remain in force.

4.2 If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were modified, that provision will apply with whatever modification is necessary to make it valid, enforceable and legal.

4.3 The parties agree, in the circumstances referred to in condition 4.1, to attempt to substitute for any invalid, unenforceable or illegal provision a valid, enforceable and legal provision which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

### **5. Assignment**

5.1 The customer shall not, without the prior written consent of the Agency, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.

5.2 The Agency may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under these terms and conditions.

### **6. No Partnership or Agency**

6.1 Nothing in these terms and conditions is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

### **7. Rights of Third Parties**

7.1 These terms and conditions are made for the benefit of the parties to it and (where applicable) their successors and permitted assigns and is not intended to benefit, or be enforceable by, anyone else.

## **8. Notices**

8.1 Notices given under these terms and conditions shall be in writing, sent for the attention of the person, and to the address or fax number provided by the customer (or such other address, fax number or person as the customer may notify to the Agency) and shall be delivered personally, sent by fax or sent by pre-paid, first-class post or recorded delivery. A notice is deemed to have been received, if delivered personally, at the time of delivery, in the case of fax, at the time of transmission, in the case of pre-paid first class post or recorded delivery, 48 hours from the date of posting and, if deemed receipt under this condition 8.1 is not within business hours (meaning 9.00 am to 5.30 pm Monday to Friday on a day that is a business day), at 9.00 am on the first business day following delivery. To prove service, it is sufficient to prove that the notice was transmitted by fax, to the fax number of the party or, in the case of post, that the envelope containing the notice was properly addressed and posted.

## **9. Complete Agreement**

9.1 These terms and conditions represent the full and final agreement of the parties regarding these terms and conditions and supersedes all previous terms and conditions.

## **10. Amendment of these Terms and Conditions**

10.1 The Agency reserves the right to amend these terms and conditions without prior notice. In the event that any changes are made, the revised terms and conditions shall be published on the EMA's website (<https://www.ema.europa.eu/en/human-regulatory/overview/fees/how-pay>).

## **11. Variation**

11.1 Subject to Clause 10, no variation by the customer, of these terms and conditions or of any of the documents referred to in them shall be valid unless it is in writing and agreed by or on behalf of each of the parties.

## **12. Jurisdiction**

12.1 The parties irrevocably agree that the courts of Brussels shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with these terms and conditions or their subject matter.

## **13. Governing law**

13.1 These terms and conditions and its subject matter, shall be governed by and construed in accordance with the law of Belgium.

## **14. Disclaimer**

The European Medicines Agency endeavours to ensure that all information in its invoices is correct and up to date; however it reserves the right to correct any clerical errors which might occur.