

Annex 1

Questionnaires – final version

- Questionnaire to project beneficiaries (1998 and 1999 calls for proposals) – English version
 - Questionnaire to project beneficiaries (2000 call for proposals) – French version
- Questionnaire to other representative RML organisations – Spanish version

Questionnaire for regional and minority language organisations that received European Commission funding in the period 1998-2000

On behalf of the European Commission (EC), the Interarts Foundation is currently conducting an evaluation of the EC's actions in support of regional and minority languages since 1998, in order to improve its work in this field. The following questionnaire is sent to those organisations that received funding in the period 1998-2000.

We would be very grateful if you could answer and return it to us by 3 October, 2003. You can contact us at jbalta@interarts.net if you need any further help.

Your organisation

1. Contact details

- Name of funded project:
- Name of organisation:
- Address:
- Telephone:
- Fax:
- E-mail:
- Website:
- Contact person:

2. Status – please tick as appropriate:

- | | |
|--------------------|---------------------------|
| Association | Secondary school |
| NGO | University |
| Local authority | Broadcasting organisation |
| Regional authority | Private company |
| National authority | Other – please specify: |
| Primary school | |

3. Sectors of activity – please tick as appropriate:

- | | |
|-----------------------|--------------------------------|
| Education | Research |
| Arts and culture | General (eg. public authority) |
| Media and audiovisual | Other – please specify: |
| Language promotion | |

4. Number of people working within the organisation:

- | | Number |
|------------------------------|--------|
| - Paid staff, full-time | _____ |
| - Paid staff, part-time | _____ |
| - Voluntary staff, full-time | _____ |
| - Voluntary staff, part-time | _____ |

5. Funding sources over the project period, in approximate %:

- | | % |
|--|----------|
| - Public funding (national, regional, local sources) | _____ |
| - EU funding | _____ |
| - Self-financing (eg. services, sales) | _____ |
| - Membership fees | _____ |
| - Donations | _____ |
| - Sponsors | _____ |
| - Others – please specify: | _____ |

Your project

6. Approximately, how many people were direct users / beneficiaries of the project's results? This refers to schoolchildren, book users, attenders to cultural events, audience of media projects, etc. Please specify to which group your users / beneficiaries belong.

7. What positive effects in language use as a result of your project could be noticed since it finished?

8. Are you aware of other projects that have benefited from the outcomes of yours during its completion or after it ended?

Yes No Doesn't know

If your answer is yes, please specify:

9. Did the project lead to the establishment of permanent contacts with foreign organisations or bodies representing other minority and regional language communities? Please specify their name and the nature of exchanges.

10. To what extent did the project reach its initial objectives? Please rate on a 0 (did not fulfil objectives) to 10 (fulfilled all its objectives) scale.

0 – 1 – 2 – 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10

If you think that some objectives were not reached, please explain what they were and which factors influenced this outcome:

11. To what extent do you think your project was innovatory? Please rate on a 0 (no innovation) to 10 (maximum innovation) scale.

0 – 1 – 2 – 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10

Please specify what elements made it innovatory:

12. To what extent was the European Commission's management of the project correct? Please rate on a 0 (bad management) to 10 (excellent management) scale.

0 – 1 – 2 – 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10

Please indicate which factors you think should be improved:

13. Did any of the European Commission's requirements create difficulties before, during or after the project's development? Please specify.

Your organisation and the EU

14. The following is a list of European Union funding programmes. Could you tell us which of these programmes you know and to which have you applied for or obtained funding from in the last five years (1998-2003)? Please circle as appropriate. Please note that “?” means “Doesn't know”.

	Knowledge			Funding sought			Funding obtained		
Leonardo	Yes	No	?	Yes	No	?	Yes	No	?
Socrates	Yes	No	?	Yes	No	?	Yes	No	?
Youth / Jeunesse	Yes	No	?	Yes	No	?	Yes	No	?
Cult2000/Kaleidosc/Raph/Ariane	Yes	No	?	Yes	No	?	Yes	No	?
Town-twinning / Jumelage	Yes	No	?	Yes	No	?	Yes	No	?
Interreg	Yes	No	?	Yes	No	?	Yes	No	?
Others (excluding Language)	Yes	No	?	Yes	No	?	Yes	No	?

15. What factors make it difficult for you to access European Union funding? Please tick as appropriate (more than one if necessary).

- Lack of information on existing programmes
- Lack of own funds
- Lack of time to prepare applications
- Lack of information on possible partners
- Lack of language skills
- Non-meeting of eligibility criteria
- Loss of interest after previous unsuccessful applications
- Others – please specify:

16. Do you have any regular sources of information on European Union news and funding opportunities? Circle as appropriate.

Yes – No

If your answer is yes, can you specify which:

- Local or regional authority publication in your own language.
- Local or regional authority publication in a language other than your own.
- National government publication in your own language.
- National government publication in a language other than your own.
- European Union websites
- European Union printed publications – please specify:
- European Bureau for Lesser Used Languages (EBLUL) publications
- European Bureau for Lesser Used Languages (EBLUL) website
- Mercator Centres' websites – please specify:
- Mercator Centres' publications – please specify:

Publications by another European network or organisation – please specify:

17. Do you know the European Bureau for Lesser Used Languages (EBLUL) and its activities? Circle as appropriate.

Yes – No

If yes, could you indicate how you became familiar with EBLUL?

18. Do you know the Mercator Centres' activities, focusing on issues of education, legislation and media concerning regional and minority languages? Circle as appropriate.

Yes – No

If yes, could you indicate how you became familiar with the Mercator centres?

Your organisation now

19. To what extent have the main priorities of your organisation changed since your funded project ended?

20. In your view, which role should the European Union play in supporting regional and minority languages?

21. Please add any other information that you think is relevant to the object of the evaluation.

Questionnaire pour les organisations représentatives des langues régionales et minoritaires en Europe ayant reçu des fonds de la Commission Européenne dans la période 1998-2000

Pour le compte de la Commission Européenne, la Fondation Interarts est actuellement en train de conduire une évaluation sur les activités entreprises par la Commission en appui aux langues régionales et minoritaires à partir de 1998, afin d'améliorer le travail de la CE dans ce domaine. Le questionnaire suivant est envoyé à toutes les organisations qui ont reçu des fonds dans la période 1998-2000. Une version légèrement différente de ce questionnaire a été créée pour les organisations qui ont reçu des financements dans l'appel à proposition 2000, car nous sommes conscients qu'actuellement certains projets ne sont pas encore terminés.

Nous vous serions reconnaissants de bien vouloir nous répondre et nous faire parvenir ce questionnaire au plus tard le 3 Octobre 2003. Pour plus d'informations : mmendez@interarts.net. Veuillez nous rendre le questionnaire par e-mail, courrier ou fax (voir notre adresse en bas de page). Merci beaucoup.

Votre organisation

1. Coordonnées

- Nom du projet financé
- Nom de l'organisation
- Adresse:
- Téléphone:
- Téléfax:
- Email:
- Site Web:
- Personne à contacter:

2. Type d'organisme – cochez la case correspondante

- | | |
|--------------------------|-------------------------------|
| Association | Ecole secondaire |
| ONG | Université |
| Administration locale | Compagnie de production media |
| Administration régionale | Société privée |
| Administration nationale | Autres – veuillez spécifier: |
| Ecole primaire | |

3. Secteur de l'activité – cochez la case correspondante:

- | | |
|--------------------------|--|
| Education | Recherche |
| Arts et culture | Tous (par ex. administration publique) |
| Media et audiovisuel | Autres – veuillez spécifier : |
| Aménagement linguistique | |

4. Nombre de personnes qui travaillent dans l'organisation:

- | | Nombre |
|---------------------------------|---------------|
| - Personnel payé, plein temps | _____ |
| - Personnel payé, temps partiel | _____ |
| - Bénévoles, plein temps | _____ |
| - Bénévoles, temps partiel | _____ |

5. Sources du financement de l'organisation pendant la durée du projet, % approximatif:

	%
- Financement public (local, régional, national)	_____
- Financement UE	_____
- Autofinancement (par ex. services, ventes)	_____
- Droits d'inscription (par ex. dans une association)	_____
- Donations	_____
- Sponsors	_____
- Autres – veuillez spécifier:	_____

Votre projet

6. Approximativement, combien de personnes ont utilisé / bénéficié des résultats du projet? (Elèves, utilisateurs des livres, participants aux manifestations culturelles, publique des projets media, etc.) Veuillez spécifier à quel groupe appartiennent vos utilisateurs/bénéficiaires

7. Si votre projet n'est pas encore terminé, croyez-vous que des groupes utiliseront ses produits finaux (publications, manifestations, etc.) dans l'avenir ? Si vous avez répondu affirmativement, veuillez spécifier.

8. Quels effets positifs dans l'usage de la langue avez-vous remarqué?

9. Est-ce que le projet a conduit à l'établissement de contacts permanents avec des organisations étrangères ou avec des organisations qui représentent d'autres communautés en langues minoritaires ou régionales ? Veuillez spécifier les langues représentées.

Si votre projet est terminé, ces contacts ont été prolongés ensuite ?

Oui – Non

10. Si votre projet est fini, dans quelle mesure le projet a atteint ses objectifs initiaux ? (veuillez préciser l'échelle de 0: pas d'objectifs atteints à 10:tous les objectifs ont été atteints)

0 – 1 – 2 – 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10

Si vous pensez que des objectifs n'ont pas été atteints, veuillez les spécifier et expliquer les éléments qui ont influencé ce résultat :

11. Dans quelle mesure considérez-vous votre projet innovateur? (veuillez préciser l'échelle de 0 : pas d'innovation à 10 : maximum d'innovation)

0 – 1 – 2 – 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10

Veuillez spécifier les éléments novateurs de votre projet:

12. Dans quelle mesure la gestion du projet par la Commission Européenne a été correcte? (veuillez préciser l'échelle de 0:mauvaise gestion à 10 : excellente gestion)

0 – 1 – 2 – 3 – 4 – 5 – 6 – 7 – 8 – 9 – 10

Veuillez indiquer les éléments à améliorer :

13. Est-ce que quelques unes des conditions imposées par la Commission Européenne ont créé des difficultés avant, pendant, après le développement du projet ? Veuillez spécifier

Votre organisation et l'UE

14. Voici une liste de programmes financés par l'Union Européenne. Veuillez spécifier les programmes que vous connaissez, les programmes auxquels vous avez posé votre candidature et les programmes dont vous avez obtenu des financements dans les dernières cinq années (1998-2003). Veuillez entourer la bonne réponse

	Connaissance	Financ. demandé	Financ. obtenu
Leonardo	Oui Non NSP	Oui Non NSP	Oui Non NSP
Socrates	Oui Non NSP	Oui Non NSP	Oui Non NSP
Youth / Jeunesse	Oui Non NSP	Oui Non NSP	Oui Non NSP
Cult2000/Kaleid/Raph/Ariane	Oui Non NSP	Oui Non NSP	Oui Non NSP
Jumelage des villes	Oui Non NSP	Oui Non NSP	Oui Non NSP
Interreg	Oui Non NSP	Oui Non NSP	Oui Non NSP
Autres (excl. Language)	Oui Non NSP	Oui Non NSP	Oui Non NSP

15. Quels sont les éléments qui ont rendu difficile l'accès au financement de l'Union Européenne ? Veuillez cocher la/les case/s correspondant/es

- Manque d'informations sur les programmes existants
- Manque de ressources propres
- Manque de temps pour préparer la candidature
- Manque d'informations sur les partenaires possibles
- Manque de compétences linguistiques
- Non-satisfaction des critères de sélection
- Perte d'intérêt suite à de précédentes candidatures sans succès
- Autres – veuillez spécifier:

16. Avez-vous régulièrement accès aux informations sur les nouvelles et sur les opportunités de financement de l'Union Européenne ? Veuillez entourer la bonne réponse.

Oui – Non

Si vous avez répondu affirmativement, veuillez spécifier:

- Publication de l'administration locale ou régionale dans votre langue
- Publication de l'administration locale ou régionale dans une autre langue
- Publication du Gouvernement National dans votre langue
- Publication du Gouvernement National dans une autre langue
- Site Web de l'Union Européenne
- Publications de l'Union Européenne – veuillez spécifier:
- Publications du European Bureau for Lesser Used Languages (EBLUL)
- Site Web du European Bureau for Lesser Used Languages (EBLUL)
- Sites Web des centres Mercator – veuillez spécifier:
- Publications des centres Mercator – veuillez spécifier:
- Publications d'autres organisations et réseaux européens– veuillez spécifier:

17. Connaissez-vous le European Bureau for Lesser Used Languages (EBLUL) et ses activités ? Veuillez entourer la bonne réponse

Oui – Non

Si vous avez répondu affirmativement, pouvez-vous indiquer comment vous avez connu EBLUL ?

18. Connaissez-vous les activités des centres Mercator par rapport aux langues minoritaires et régionales ? Veuillez entourer la bonne réponse

Oui – Non

Si vous avez répondu affirmativement, pouvez-vous indiquer comment vous avez connu les centres Mercator?

Votre organisation actuellement

19. Si votre projet est fini, dans quelle mesure les priorités principales de votre organisation ont changé depuis sa fin ?

20. A votre avis, quel rôle devrait jouer l'Union Européenne dans l'appui aux langues régionales et minoritaires?

21. Veuillez ajouter toutes les informations que vous estimez pertinentes par rapport à l'évaluation.

Cuestionario para organizaciones interesadas en las lenguas regionales y minoritarias de Europa

Por encargo de la Comisión Europea (CE), la Fundación Interarts realiza una evaluación de las acciones de la CE en apoyo a las lenguas regionales y minoritarias desde 1998, con el objetivo de mejorar el trabajo de la CE en este campo. Este cuestionario va dirigido a organizaciones relacionadas con el desarrollo de las lenguas regionales y minoritarias de Europa.

Les agradeceríamos mucho respondieran al cuestionario y nos lo retornaran antes del 3 de octubre de 2003. Pueden contactarnos en ustaiger@interarts.net en caso de necesitar alguna información adicional. Por favor, retornen el cuestionario via e-mail, correo o fax (ver direcciones a pie de página). Gracias.

La organización

1. Contacto

Nombre de la organización:

- | | |
|--------------|------------------------|
| - Dirección: | - E-mail: |
| - Teléfono: | - Website: |
| - Fax: | - Persona de contacto: |

2. Categoría – indicar según corresponda:

- | | |
|------------------------------|--------------------------------|
| Asociación | Centro de educación secundaria |
| ONG | Universidad |
| Administración local | Medio de comunicación |
| Administración regional | Empresa privada |
| Administración estatal | Otros – especificar: |
| Centro de educación primaria | |

3. Sectores de actividad – indicar según corresponda:

- | | |
|----------------------------|------------------------------------|
| Educación | Investigación |
| Cultura | Gral. (ej. administración pública) |
| Comunicación o audiovisual | Otros – especificar: |
| Promoción lingüística | |

4. Número de personas que trabajan en la organización:

- | | Nº |
|---|-----------|
| - Personal profesional, tiempo completo | _____ |
| - Personal profesional, tiempo parcial | _____ |
| - Personal voluntario, tiempo completo | _____ |

- Personal voluntario, tiempo parcial _____

5. Fuentes de financiación, en % aproximado:

	%
- Financiación pública (local, regional, estatal)	_____
- Financiación UE	_____
- Generación de recursos propios (ej. servicios, ventas)	_____
- Cuotas de socios	_____
- Donaciones	_____
- Patrocinadores	_____
- Otros – especificar:	_____

Su organización y la UE

6. A continuación presentamos una lista de programas de financiación de la Unión Europea. ¿Podrían decirnos cuáles de estos programas conocen y de cuáles han solicitado u obtenido apoyo en los últimos cinco años (1998-2003)? Por favor, marcar según corresponda.

	Conocimiento			Petición fondos			Obtención fondos		
	Sí	No	NS	Sí	No	NS	Sí	No	NS
Leonardo									
Socrates									
Juventud (Youth)									
Cult2000/Kaleid/Rafaël/Ariane									
Hermanamiento municipios									
Interreg									
Lenguas									
Otros – especificar:									

7. ¿Qué factores dificultan su petición de fondos de la Unión Europea? Por favor, indicar según corresponda, con más de una opción si es preciso.

- Falta de información sobre programas existentes.
- Falta de recursos propios.
- Falta de tiempo para preparar solicitudes.
- Falta de información sobre posibles socios.
- Falta de aptitudes lingüísticas.
- No adecuación a los criterios de elegibilidad.
- Pérdida de interés tras el rechazo de solicitudes anteriores.
- Otros – por favor, especificar:

8. ¿Disponen de fuentes de información regulares sobre noticias y fuentes de financiación de la Unión Europea? Marcar según corresponda:

Sí – No

En caso de responder sí, especifiquen:

- Publicación de una administración local o regional en su lengua propia.
- Publicación de una administración local o regional en otra lengua.
- Publicación de una administración estatal en su lengua propia.
- Publicación de una administración estatal en otra lengua.
- Webs de la Unión Europea.
- Publicaciones impresas de la UE – por favor especificar:
- Publicaciones del European Bureau for Lesser Used Languages (EBLUL)
- Webs del European Bureau for Lesser Used Languages (EBLUL)
- Webs de los Centros Mercator – por favor, especificar:
- Publicaciones de los Centros Mercator – por favor, especificar:
- Publicaciones de otras redes o entidades europeas – por favor, especificar:

9. ¿Conocen al European Bureau for Lesser Used Languages (EBLUL) y sus servicios? Por favor, marcar según corresponda y valorar su utilidad en una escala de 0 (inútil) a 10 (muy útil).

	Conocimiento			Utilidad											
- Conoce EBLUL	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?
- Conoce su website	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?
- Conoce el boletín Contact	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?

Si conoce EBLUL, ¿qué aspectos de su trabajo cree deberían mejorarse?

10. ¿Ha participado, o ha participado alguien de su organización, en alguna actividad promovida por EBLUL? Marcar según corresponda.

Sí No NS

Nombre de la actividad o proyecto:

En caso de responder sí, ¿puede indicar algún proyecto suyo que se haya beneficiado de dicha participación?

11. ¿Conocen las actividades de los Centros Mercator, que se centran en la educación, la legislación y los medios de comunicación en relación con las lenguas regionales y minoritarias? (Mercator tiene un centro especializado en educación en Leeuwarden, Países Bajos; uno especializado en legislación en Barcelona; y otro especializado en medios de comunicación en Aberystwyth, Gales). Marcar según convenga y valorar su utilidad en una escala de 0 (inútil) a 10 (muy útil).

	Conocimiento			Utilidad											
	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?
- Conoce Mercator	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?
- Conoce Mercator Educació	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?
- Conoce Mercator Legislació	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?
- Conoce Mercator Media	Sí	No	NS	0	1	2	3	4	5	6	7	8	9	10	?

¿Puede citar alguna actividad o publicación de Mercator?

Si conoce Mercator, ¿qué aspectos de su trabajo cree deberían mejorarse?

12. ¿Ha participado, o ha participado alguien de su organización, en alguna actividad promovida por Mercator? Marcar según corresponda.

Sí No NS

Nombre de la actividad o proyecto:

En caso de responder sí, ¿puede indicar algún proyecto suyo que se haya beneficiado de dicha participación?

Su organización ahora

13. En su opinión, ¿qué papel debería jugar la Unión Europea en el apoyo a las lenguas regionales y minoritarias?

14. Por favor, añada cualquier información adicional que considere oportuna para los objetivos de esta evaluación.

Annex 2

Analysis of EBLUL and the Mercator Centres

- Guide for the analysis of EBLUL
- Guide for the analysis of the Mercator Centres

Analysis of EBLUL

Introduction

The web page of the European Commission presents EBLUL in the following manner:

"The European Bureau for Lesser Used Languages (EBLUL) was set up on the initiative of the European Parliament in 1982. It is an independent non-governmental organisation financed by the European Community as an institution of European interest. EBLUL has offices in Brussels and Dublin.

Among its main activities are the following:

- *Though its network of Member States Committees, EBLUL represents the regional and minority language communities of the European Union. It promotes their common interests at European and international level and acts as a channel of communication between them and European and international bodies.*
- *It provides advice and information on regional and minority languages and linguistic diversity to policy-makers, the media, the academic community and the general public. It operates a [news service on minority language issues](#) and a documentation centre at its Brussels office.*
- *It supports regional and minority language communities in their initiatives with advice, information and networking services and facilitates their access to European funding.*
- *It coordinates a number of Europe-wide initiatives concerning regional and minority languages such as a study visits programme and a schools exchange programme."*

In the call for proposals to carry out an evaluation of Community support to RML, the Commission described the functions of EBLUL and the Mercator centres thus:

"Results expected from EBLUL and 3 Mercator centres:

- a) **Spreading information** on RMLs for all European citizens, organising seminars and conferences, promoting study visits.*
- b) Development of **European-level networks** as to permit the exchange of best practice and to build up a corpus of expertise on the basis of the existing know-how in the field of RML.*
- c) **Exchange** of experience and information between specialists in the field.*
- d) Acting as the **interface** between the EU and RML communities."*

The same document specifies that the evaluation has to cover the following topics related to EBLUL:

- *"The extent to which the structure and composition and membership of EBLUL is representative of the minority language communities of Europe and the extent to which the organisation's focus of attention and concerns reflect those of the RML communities it represents;*
- *The extent to which EBLUL has been successful in adapting to the changing political context of regional and minority languages in Europe;*

- *The extent to which EBLUL provides a useful service to the RML communities and the extent to which the services it provides satisfy the needs of RML communities at EU level;*
- *EBLUL's effectiveness and efficiency in delivering services of value to the RML communities of Europe;*
- *The extent to which EBLUL's various activities advance and complement EU policy in this domain or on the contrary are incompatible with or irrelevant to EU policy aims."*

Furthermore, during the initial project meeting in July, the Commission added the following questions:

- Do the activities of EBLUL and the three Mercator centres overlap?
- How should the distribution of activities between them be better organised to achieve the best results for RML?
- How should they co-operate better to achieve the best results for RML?
- Are they adopting the best approach to help the Commission with the enlargement and RML?
- Are they taking the best measures to help Commission to implement mainstreaming approach to RML?

Sources of information

In order to respond to these questions and to draw up a report analysing the performance of EBLUL, the following sources of information are proposed to serve as the basis of research:

- Foundational documents of the centre. Annual Reports, budgets, publications.
- Questionnaires distributed in the course of the evaluation
- Interviews with EBLUL staff and board members, and with third persons.
- Other external views. Visibility of EBLUL and its projects in Internet and in Community documents.

Proposal of Report's content

1. Introduction. Basic Description

Brief description of the resources of the centre, mission and general aims, its recent history, principal activities, internal structure, annual budget figures from the last years (broken down per basic items/headings: sources of income, areas of expense, etc.).

2. Analysis of Activities

a) General work of EBLUL:

- **Publications and other activities in communication** (web page, seminars, etc): in which languages are they published? who participates in the preparation/production? Who are they addressing? Which importance do they give to topics of interest to the EU in the linguistic field? Which RML are most often represented?

- **Services rendered**: Is there a way to find out who calls the centres, who looks for information? What type of petitions are most common? What language communities are better aware of EBLUL's services?

- **Diversity and European value added**: Do projects and activities take account of sector's diversity? Do they enable organisations to network afterwards?

b) Individual Projects financed by the EU:

- **Design and Preparation**: Who participates in the process? To what extent do they respond to the petitions received from the sector? What is the degree of internationalisation?

- **Added Value**: What difference is there between individual projects and the general day-to-day work undertaken?

c) Evaluation:

- **Methods of auto-evaluation.**

- **Impact** of these methods in the design of programmes and new activities.

- **Responsiveness** to external petitions.

3. External Relations. Perception on the part of others. Promotion of networks and support to new projects.

a) Relation to representative entities from the RML sector:

- **Responsiveness** to interests and petitions

- **Coordination**

- **Multiplier effect** of the activities initiated by EBLUL: is there any evidence of third projects of thematic networks which have emerged as a result of EBLUL's activities? How does EBLUL value these? To what extent have they been sustainable afterwards?

b) Relation to Mercator centres:

- **Clarity** in the distribution of functions.

- **Coordination** in the design and development of activities and projects.

- Forms of **communication**: frequency, usefulness.

c) Relation to the European Union

- **Regularity/frequency of contact to the Commission**

- **Assessment**: Degree of satisfaction? To what degree have changes been observed lately? Degree of satisfaction with the proposed changes (*mainstreaming*).

- **Relation to other Community bodies** (Parliament, Committee of Regions, etc)

d) Visibility and external assessment. Degree of knowledge and perception of EBLUL's usefulness (from the questionnaires and interviews with third parties, plus assessment of visibility in Internet and other information sources).

4. Assessment and Recommendations

a) Assessment according to the following criteria:

- Responsiveness to the concerns of the entities from the sector.
- Geographic reach and scope of activities. Degree of diversity shown in activities.
- Innovation of approach, capacity of updating.
- Multiplier effect and promotion of networks.
- Assessment of performance, according to the sector.
- Visibility of individual projects, effectiveness of each individual project.
- Value added of activities (in relation to those of Mercator, etc)
- Efficiency of the activities (relation results-costs)
- Knowledge of the current concerns of the European Union. Visibility given to them.
- Capacity to adapt to future EU challenges, such as *mainstreaming*, enlargement.

b) Recommendations to the European Commission.

Analysis of Mercator Centres

Introduction

The web page of the European Commission presents the network of Mercator Centres in the following manner:

*"Mercator is an **information** and **documentation** network which aims at improving the exchange and circulation of information on minority languages and cultures. It provides the general public as well as people with special interests with up to date and reliable information on the situation of the linguistic communities.*

*Mercator seeks to encourage **cooperation** and **networking** between:*

- *institutions and organizations,*
- *universities,*
- *local, regional and national authorities."*

In the call for proposals to carry out an evaluation of Community support to RML, the Commission described the functions of EBLUL and the Mercator centres thus:

"Results expected from EBLUL and 3 Mercator centres:

- a) **Spreading information** on RMLs for all European citizens, organising seminars and conferences, promoting study visits.*
- b) Development of **European-level networks** as to permit the exchange of best practice and to build up a corpus of expertise on the basis of the existing know-how in the field of RML.*
- c) **Exchange** of experience and information between specialists in the field.*
- d) Acting as the **interface** between the EU and RML communities."*

The same document specifies that the evaluation has to cover the following topics related to Mercator:

- *"The **effectiveness** and **efficiency** and **visibility** of the Mercator information network;*
- *The extent to which the current structure of each one of the three Mercator is **compatible with EU policy aims**;*
- *The size and profile of its **user base**;*
- *The **impact** of its activities on awareness and knowledge of and research on the particular RML issues dealt with."*

Furthermore, during the initial project meeting in July, the Commission added the following questions:

- Do the activities of EBLUL and the three Mercator centres **overlap**?
- How should the **distribution of activities** between them be better organised to achieve the best results for RML?
- How should they **co-operate better** to achieve the best results for RML?

- Are they adopting the **best approach** to help the Commission with the **enlargement** and RML?
- Are they taking the **best measures** to help Commission to implement **mainstreaming** approach to RML?

Sources of information

In order to respond to these questions and to draw up a report analysing the results obtained from each of the Mercator centres, the following sources of information are proposed to serve as the basis of research:

- Foundational documents of the centre. Annual Reports, budgets, publications.
- Questionnaires distributed in the course of the evaluation
- Interviews with the people in charge at the Mercator centres, and with third persons.
- Other external views. Visibility of the centres in internet and in Community documents.

Proposal of Report's content

In the following, we will present a basic structure to be used as a framework for the analysis of each Mercator centre. It is a list of maxims, of which some points may not be strictly necessary, and which by contrast could benefit from an added number of more specific questions regarding the thematic context in which each centre operates.

1. Introduction. Basic Description

Brief description of the resources of the centre, mission and general aims, its recent history, principal activities, function in its immediate environment (university centre, NGO, etc.), annual budget figures from the last years (broken down per basic items/headings: sources of income, areas of expense, etc.)

2. Analysis of Activities

a) General work of the centre:

- **Lines of research:** How do they correspond to EU priorities (foment of transnational cooperation, linguistic diversity, enlargement, etc.)? To what extent are they sensitive to the necessities of the sector? How have they evolved and developed over the years in question? Could we qualify their research as innovative?
- **Publications and other activities in communication** (web page, seminars, etc): in which languages are they published? who participates in the preparation/production? Who are they addressing? Which importance do they

give to topics of interest to the EU in the linguistic field? Which RML are most often represented?

- **Services rendered:** Is there a way to find out who calls the centres, who looks for information? What type of petitions are most common?

b) Individual Projects financed by the EU:

- **Design and Preparation:** Who participates in the process? To what extent do they respond to the petitions received from the sector? What is the degree of internationalisation?

- **Added Value:** What difference is there between individual projects and the general day-to-day work undertaken?

c) Evaluation:

- **Methods of auto-evaluation.**

- **Impact** of these methods in the design of programmes and new activities.

- **Responsiveness** to external petitions.

3. External Relations. Perception on the part of others. Promotion of networks and support to new projects.

a) Relation to representative entities from the RML sector:

- **Responsiveness** to interests and petitions

- **Coordination**

- **Multiplier effect** of the activities initiated by Mercator: is there any evidence of third projects or thematic networks which have emerged as a result of Mercator action? How does Mercator value these? To what extent have they been sustainable afterwards?

b) Relation to other research centres on languages and linguistic diversity (non-RML)

- **Participation in mutual activities**

- **Capacity to insert** the concerns of RML into linguistic research of third parties.

c) Relation to other Mercator centres:

- **Clarity** in the distribution of functions.

- **Coordination** in the design and development of activities and projects

- Forms of **communication**: frequency, usefulness.

d) Relations to EBLUL

- **Description**

- **Forms of Communication**

- **Clarity in the distribution of functions.**

e) Relation to the European Union

- **Regularity/frequency of contact to the Commission**
- **Assessment:** Degree of satisfaction? To what degree have changes been observed lately? Degree of satisfaction with the proposed changes (*mainstreaming*).
- **Relation to other Community bodies** (Parliament, Committee of Regions, etc)

f) Visibility and external assessment. Degree of knowledge and usefulness of the centres and their activities. (from the questionnaires and interviews with third parties)

4. Assessment and Recommendations

a) Assessment according to the following criteria:

- Contribution to transnational knowledge of the reality of RML in their respective fields of study.
- Responsiveness to the concerns of the entities from the sector.
- Geographic reach and scope of their activities.
- Innovation of approach, capacity of updating.
- Multiplier effect and promotion of networks.
- Assessment of their performance, according to the sector.
- Integration of RML concerns into the linguistic research of third parties.
- Added Value of activities (en relation to those of EBLUL or other entities of the sector)
- Efficiency of the activities (relation results-costs)
- Knowledge of the current concerns of the European Union
- Capacity to adapt to future EU challenges, such as *mainstreaming*, enlargement.

b) Recommendations to the European Commission.

Annex 3

Field Visits and Interviews held in the course of the evaluation

Field Visits and Interviews held in the course of the evaluation

A- Mercator Centres and EBLUL

- Durk Gorter (Mercator Education, Director)
- Alie van der Schaaf (Mercator Education, Project Coordinator)
- Adrie Kaspers (Mercator Education, Secretary)
- Afke Vreeling (Mercator Education, Web Editor)
- Elly Albers (Mercator Education, Documentalist)
- Matthijs van der Heide (Mercator Education, Programming Specialist)
- Tsjerk Bottema (Mercator Education, Research Assistant)
- Aureli Argemí (Mercator Legislation, Director)
- Sergi Vilaró (Mercator Legislation, Coordinator)
- Josep Romeu (Mercator Legislation, Financial Manager)
- Elin Haf Gruffyd Jones (Mercator Media, Project Director)
- George Jones (Mercator Media, Senior Research Officer)
- Ned Thomas (Mercator Media, Academic Director)
- Markus Warasin (EBLUL, Secretary General)
- Jelle Bakker (EBLUL, Office Manager)
- Emese Medgyesi (EBLUL, Project Officer Documentation Centre)
- Davyth Hicks (EBLUL, Eurolang Editor-in-Chief)
- Alexia Bos (EBLUL, Eurolang editor)

B- Field Visits

B1. Visit to Wales, 10-14 November 2003

Comprising interviews with:

- Professor Geraint Jenkins, University of Wales, Centre for Advanced Welsh and Celtic Studies (project funded in 1998)
- Professor Geraint Evans, University of Wales Aberystwyth, Department for Information and Library Studies (project funded in 1998; not carried out).
- Dafydd Gruffydd, Menter Môn Ltd. European Unit, Anglesey (project funded in 1998)
- Dr. Glyn Williams, formerly University of Wales, Bangor – Research Centre Wales (projects funded in 1998 and 1999)
- Mr. Meirion Jones and Ms. Bethan Griffiths, Welsh Language Board, Cardiff (project funded in 1998, 1999 and 2000)
- Mr. Elfed Roberts, Eisteddfod Genedlaethol Cymru (project funded in 1998).

The four-day visit to Wales included interviews with Mercator Media staff, as well as with six further projects that had received funding under the budget line during the three years. The high rate of successful projects, the presence of particular follow-up projects (being funded under more than one call for proposal), and the degree of

interaction with or knowledge of the regional Mercator Centre were reasons for choosing Wales.

Elements of interest included the following:

- The impact of academic studies concerning Tourism and Minority Languages (Centre for Advanced Welsh and Celtic Studies), or of RML in the new technologies (Research Centre Wales) on the expertise and knowledge of processes underlying RML protection and promotion.
- The inclusion of RML in economic developments, business initiatives and local development, as shown by the success of Menter Môn.
- The general expertise, opinion and project management of the Welsh Language Board, as an important player in the field at European as well as regional level.
- The difficulties experienced by a relatively small-scale but successful long-term project joining traditional with contemporary culture and the use of RML, such as the Eisteddfod, to continue functioning and to access alternative funding after the end of the budget line.
- The views and opinions of members of the UK or Wales EBLUL MSCs on EBLUL, and of all involved on the regional and general performance of Mercator Media.

B2. Visit to the Basque Country, 15-17 December 2003

Comprising interviews with:

- Jokin Garatea, GAIA Tecnología y Comunicación (project funded in 1999)
- Marian Galarraga, Tinko Euskara Elkartea (project funded in 1998)
- Miren Mateo and Begoña Antxustegui, Viceconsejería de Política Lingüística, Government of the Basque Country (projects funded in 1998 and 1999)
- Inmaculada Pardo, Berritzegune Vitoria-Gasteiz (formerly PAT-COP Prensa Escolar, which had a project funded in 1998)
- Felix Etxeberria (Universidad del País Vasco) and Koldo Tapia (Bertsozale Elkartea) (joint funded project in 1998)
- Pantxoia Etchegoin and Maddalen Errotabehere, Institut Culturel Basque (project funded in 1998)
- Aines (Agnès) Dufau, Centre pédagogique basque Ikas (project funded in 1998).

The three-day visit to the Basque Country comprised interviews with seven organisations in both Spain and France which had received funding for annual projects under calls for proposals in 1998 and 1999. The high rate of successful projects shown by the region and the opportunity to visit organisations in two different member states – sharing a language but reflecting rather different frameworks in social and institutional terms – were two major reasons for choosing the Basque Country.

Elements of interest of the visit included the following:

- the ability of GAIA Tecnología y Comunicación to take advantage of programmes in support of regional and minority languages while pursuing a mainstream policy of technology development, which has enabled the organisation to obtain funding from a wide variety of EC programmes as well;

- a set of educational initiatives, including activities by Tinko Euskara Elkartea and the Centre pédagogique basque Ikas, which provide schools with modern-day tools and services (CD-ROMs, educational books and films, theatre plays) in Basque;
- organisations that had managed to widen their activities with the support of EC funding, including those of the former PAT-COP Prensa Escolar, which used to publish an educational newspapers produced by pupils themselves;
- an innovative approach to learning, through new uses of traditional improvised oral expression, as that developed by the Bertsozale Elkartea alongside the University of the Basque Country, and fostering the bridges between traditional and youth culture through research and participation activities by the Institut Culturel Basque;
- the views and current projects, both on the home and international front, of the Basque Government (Spain), concerning developments in the field of RMLs.

B3. Visit to Slovene-speaking areas in Austria and Italy, 15-18 December 2004

Comprising interviews with:

- Bilingual kindergarten Ferlach (Austria - projects funded in 1998 and 1999)
- K & K, Kultur- und Kommunikationszentrum (Austria - project funded in 2000)
- Radio Agora (Austria - projects funded in 1999 and 2000)
- Radijski Oder (Italy – project funded in 1998)
- SLORI (Italy – projects funded in 1998 and 1999)

The visit to these two Slovene-speaking regions comprised visits to five different projects funded under all the calls here considered. It was selected due to the comparable possibilities it offered across two nation states, because it involved a language soon to be official language of the European Union, and because of the historically difficult political situation this language is experiencing in the border regions.

Elements of interest to this visit included:

- The ability of the Bilingual Kindergarten Ferlach to develop innovative concepts (prized by the European Commission) of bi- and trilingual education at kindergarten and primary school level with alternative education models.
- an imaginative conjunction of local history, the arts and language issues, which is provided in this rural area by the Kultur- und Kommunikationszentrum
- The success of Radio Agora to broadcast bilingually and to develop training models and best practice guides to improve the presence of RML in bilingual media, despite the political and financial constraints experienced.
- The view on local developments and the role of Italy's Slovene minority in improving the standard of Slovene used in education models, broadcasting and intergenerational use, which the Radijski Oder practically, and SLORI academically, investigated and contributed to.

B4. Visit to the Grecìa Salentina, Italy, 7-9 January 2004

Comprising interviews with:

- Silvano Palamà, Circolo Culturale Ghetonìa, Calimera, Italy (funded project, 1998)
- Di Donfrancesco, Direzione didattica statale Castrignano dei Greci, Italy (funded project, 1998)
- Luigi Orlando, formerly Distretto scolastico LE/40, Martano, Italy (funded project, 1998)
- Massimo Manera, Unione dei Comuni della Grecìa Salentina, Sternatìa, Italy (funded project, 1999)
- Antonio Anchora and Ada Fiore, Comune di Corigliano d'Otranto, Italy (funded project, 1998)

With approximately 40,000 inhabitants of whom roughly 40% speak griko, a language related to old Greek, the Grecìa Salentina was seen as an interesting example due to the ability of several organisations to obtain funding under annual calls for proposals, particularly in 1998. This, coupled with relevant initiatives for regional development (cultural tourism, strengthening of cultural identity as a source for development) and cross-border cooperation (particularly with Greece) rendered the region an interesting case in point.

Elements of interest of the visit included the following:

- civil society initiatives related to the discovery of the cultural heritage and sociolinguistic research in with a view to local development, including activities by the Circolo Culturale Ghetonìa;
- work in the educational sector aiming to foster a better knowledge of local culture, both within primary schools, as in the case of Castrignano dei Greci, and in vocational training for agents in the educational sector, in the case of the former Distretto scolastico LE/40 in Martano;
- culturally-aware public sector initiatives, geared towards the role of culture and cultural identity in regional development, which have managed to combine RML-funding with other EU support, including the Structural Funds.

B5. Visit to Southern Denmark and Sorbian-speaking regions in Germany

Comprising interviews with:

- Mr. Suchy, Stiftung für das Sorbische Volk (project funded in 1998)
- Dr. Gunter Spieß, Sorbian Institute (project funded in 1999 and 2000)
- Beata Müller Sorbisches Kultur- und Informationszentrum SKI (project funded in 1999)
- Dr. Priit Järve, European Centre for Minority Issues (not funded)
- Jesper Nielsen, Hoejskolen Oestersøen (projects funded 1998 and 1999)
- Peter Asmussen, Sønderjyllands TIC & Erhvervs Centre (project funded in 1999)
- Gösta Toft, Secretary of the Schleswig Partei, EBLUL DK-Committee

Given the increasingly endangered situation of the Sorbian language, whose youngest native speakers now approach 60 years, and its traditional culture, it was deemed particularly interesting to approach the Sorb community in Germany. Furthermore, and

despite the small size of the RML community, a series of interested projects had managed to access funding over the evaluation period. Similarly, the border region to the South of Denmark and North of Germany provided interesting complementary perspectives in a region where various minority languages, cultures and dialects coexist with the majority languages.

Particular elements of interest included the following:

- The development of unique traditional education models in Denmark to enhance the use and democratic tolerance of different minority cultures and languages among groups of young people from across Europe, an effort undertaken and sustained over the years by the Hoejskolen Oestersoeen.
- The combination of new technologies, regional development and regional languages, amongst others through presentations at the EXPO Hannover 2000, which the Sønderjyllands TIC & Erhvervs Centre helped along, also providing for networking and sustained partnerships across the borders.
- General views on the political possibilities, European enlargement, and EBLUL activities, through interviews with the Gösta Toft of the Denmark MSC, Prit Järve from ECMI, Gunter Spieß and Beata Müller.
- Initiatives on including the Sorb language in contemporary culture and media through conferences, exhibitions and other media, as the Sorbisches Kultur- und Informationszentrum SKI and the Stiftung für das Sorbische Volk have carried out.
- The Sorbian Institute's acclaimed academic cataloguing and grammatical work to ensure mechanism of secondary learning for the Sorbian languages, when generational transmission has ceased.

C – Other personal interviews

- Instituto de Desenvolvimento Social, Lisbon (funded projects, 1999 and 2000)
- Jongereinferiening Frysk Ynternasjonaal Kontakt, Leeuwarden (funded project, 1998)
- Tresoar centre (museum, library and documentation centre, not funded)

D – Telephone interviews

- Bojan Brezigar, Primorski dnevnik and president, EBLUL
- Mariló Recio (Diputación de Málaga, Spain, project funded in 2000)
- Vitelio Herrera (Union Latine, Linmiter Project, funded in 2000)
- Mireia Hernández (Acció escolar del Congrés de Cultura Catalana, projects funded in 1998 and 1999).
- Luca Ceglia, Arciragazzi Nazionale
- Patronat Granja Soldevila
- Ms. Myfanwy Owen, Canolfan Gymreg San Helen, Swansea,
- Prof. Colin Baker, University of Wales, Bangor
- Mr. David Horowitz, London Jewish Cultural Centre
- Yann Baron, Dihun Breizh
- Pilar Alcalde, Instituto de Estudios Altoaragoneses

- George Kokkinakis, University of Patras – Wire Communications Laboratory
- Davi Arneodo, Coumboscuro Centre Prouvençal
- Donald Martin / Domhnall Martainn, Comunn na Gàidhlig
- Jean-Pierre Fournioux, Parc naturel régional Livradois-Forez
- Juan Carlos Márquez Durán and Domingo Frades Gaspar. Fala y Cultura. (project in 1999)
- Teresa Casals: Departament de Recerca i Societat de la Informació i Universitat (DURSI). (project in 1999)

Annex 4

Beneficiary organisations which have replied to the questionnaire

This annex includes the list of organisations which received project funding under the calls for proposals 1998, 1999 and 2000 and have replied to the evaluation's questionnaires.

Beneficiary organisations which have replied to the questionnaire

Call for proposals 1998

- Öömrang Selskap för Språk an Skraft
- Departamento de Interior del Gobierno Vasco
- Zweisprachiger Kindergarten Ferlach
- Onderzoekscentrum Meertaligheid
- Agora
- Centro Gallego de Bruselas
- Höjskolen Östersöen (Folk High School)
- Universidad del País Vasco (2 projects)
- Asociación Cultural Arturo Campion Academia (2 projects)
- Asociación Xalao Elkartea
- Universitat de Lleida
- Ttipi-Ttapa Fundazioa
- Acció escolar del congrés de cultura catalana
- Institut d'Estudis Catalans
- Eusko Ikaskuntza – Sociedad de Estudios
- Asociación sócio-pedagógica galega
- Viceconsejería de política lingüística del Gobierno Vasco
- Instituto de estudios altoaragoneses
- Nova Escola Galega
- Generalitat de Catalunya – Institut de Sociolingüística
- CEFOCOP de Ferrol
- Doika Kultur Elkartea
- Cercle de defensa i difusió de la llengua i la cultura catalanes
- Prensa Escolar
- Institut Europeu de Programes d'Immersion
- CIG – Confederación Intersindical Galega
- Institut de recerca per l'ensenyament de la filosofia (IREF)
- Fundació Jaume Bofill
- Unesco Etxea
- Academia de la Llingua Asturiana
- CIEMEN (2 projects)
- Ligallo de Fablans de l'Aragones (L.F.A.)
- Tinko, Euskara elkartea
- Concello de Melide
- Fundación Ekintza
- Fundació Ausiàs March
- Departamento de Interior – Gobierno Vasco
- Unió General de Treballadors de Catalunya
- Romaniväestön koulutusyksikkö Opetushallitus
- Centre Culturel Universitaire – Université de Corse
- Diwan 20
- Dihun
- Tremenvoe
- Teatre Comedia dell Oc
- Associació Comte Guifré
- La Bressola

- An Here
- Association Arrels
- Centre pédagogique Basque Ikas
- Mairie de Langoiran
- Parc naturel régional Livradois-Forez
- Kuzul Skoazell Skol Diwan
- ABCM Association pour le Bilinguisme / ABCM Zweisprachigkeit (2 projects)
- Fédération Européenne des Maisons du Pays
- VISTEDIT
- Institut Culturel Basque
- University of Patras
- University of Dublin
- Direzione didattica statale – Castrignano dei Greci
- Distretto scolastico le/40
- Istituto Sloveno di Ricerche – Slor
- Circolo culturale Ghetonia
- Comunità Montana Centro Cadore
- Slovensko Deželno Gospodarsko Združenje (SDGZ-URES)
- Comboscuro Centre Prouvençal
- Comitato Provinciale di Cagliari (Arci)
- Fondazione centro culturale valdesi
- Regione autonoma Valle d'Aosta
- Radijski Oder – Rbalta radiofonica
- FASI- Federazione Associazioni Sarde Italiane
- University of Wales - Swansea
- Welsh Joint Education Committee
- Comunn na Gàidhlig

Call for proposals 1999

- Ostfriesische Landschaft
- Hoejskolen oestersoeen
- Verein der Freunde aus Sprachinseln
- Brussels Office of the European Bureau for Lesser Used Languages
- Förderverein für Jiddische Sprache und Kultur, e.V.
- Acció Escolar del Congrés de Cultura Catalana
- Institut Europeu de Programes d'Inmersió
- Grup d'Innovació i recerca per l'Ensenyament de la Filosofia
- Union Romaní
- Fundación Iniciativa Aragonesa
- GAIA, Asociación de las Tecnologías y de la Información del País Vasco
- Consejo de la juventud de Navarra
- Viceconsejería de Política Lingüística Gobierno vasco
- Federación de Centros Xuvenis Don Bosco de Galicia
- Generalitat de Catalunya. Departament d'Universitats, Recerca i Societat de la Informació
- Associació Cultural del Matarranya
- Conseil Général des Hautes-Pyrénées
- France 3 Sud
- Association Bibliothèque Medem Bibliothéque MEDEM
- Institut Occitan

- Istituto Culturale Ladino
- Fryske Akademy
- Instituto de Desenvolvimento Social
- Canolfan Gymraeg San Helen
- Welsh language Board

Call for proposals 2000

- Wissenschaftliches Institut der Bürgerlandischen Kroaten
- K&K - Kultur- und Kommunikationszentrum/Kulturni in Komunikacijski
- Agora - Arbeitsgemeinschaft offenes Radio
- Kuga Kulturvereinigung
- European Bureau for Lesser Used Languages - Brussels Office
- Sorbisches Institut e.v.
- IN3/Internet Interdisciplinary Institute - Universitat Oberta de Catalunya
- Diputación de Málaga
- La Poesia
- Union Latine
- Office régional du bilinguisme (Strasbourg)
- Institut d'Etudes Fédéralistes et Régionalistes - Fondation Emile Chanoux
- Union Generela di Ladins dla Dolomites
- Instituto de Desenvolvimento Social
- Meän Akateemi- Academia Tornedaliensis
- University of Wales (Mercator)
- London Jewish Cultural Centre (formerly the Oxford Institute for Yiddish Studies)

Annex 5

Organisations active in the field of regional and minority communities in Europe, which have replied to a questionnaire

This annex includes the list of organisations, which have replied to the evaluation's questionnaire for entities representative of or active in the field of Regional and Minority Languages.

Organisations active in the field of regional and minority communities in Europe, which have replied to a questionnaire

Albanian (Italy, Greece):

- Cattedra di Lingua e Letteratura Albanese, Università della Calabria, Arcavacata di Rende, Italy (University)

Asturian (Spain):

- Andecha Astur, Xixon/Gijon, Asturias, Spain (Regional Organisation)
- Conceyu pol Estudiu y Proteición de la Llingua Asturiana, Xixon/Gijon, Asturias, Spain (Association)

Breton (France):

- Dizolo – Skeudenn Bro Roazhon, Rennes, France (Association)
- KUZUL AR BREZHONEG, Lannion, France (Association)
- Kan an Douar, Landelehu, France (Association)
- Div Yezh, Rostren, France (Parents' Association)

Catalan (Spain, France):

- Consorci per a la Normalització Lingüística, Barcelona, Spain (Local Administration)
- Editorial Moll, Palma de Mallorca, Spain (Private Company)

Cornish (UK):

- Kesva an Taves Kernewek, Callington, United Kingdom (Association)

Corsican (France):

- Radio Pays, Montreuil, France (Association)
- Scola Corsa Bastia, Corsica, France (Association)

Croat (Austria):

- Österreichisches Volksgruppenzentrum, Vienna, Austria (NGO)

Danish (Germany):

- Dansk Skoleforening for Sydslesvig, Flensburg, Germany (Kindergarten, Primary & Secondary School)
- Flensborg Avis, Flensburg, Germany (Newspaper)
- Danish Institute of Border Region Studies, Aabenraa, Denmark (Research Institute)

Dutch (France):

- Komitee voor Frans-Vlaanderen, Roeselaren, France (Association)
- Michiel De Swaen Kring, Allennes-Les-Marais, France (Association)

Finnish & Tornedalian (Sweden):

- Svenska Tornedalingars Riksförbund, Matarenji/Övertorneå, Sweden (NGO)

Franco-Provençal (Italy):

- Effepi associazione di studi e di ricerche francoprovenzali, Ronco Canavese, Italy (Association)

Frisian (Germany, Netherlands):

- Nordfriesischer Verein, Risum-Lindholm, Germany (Association)

- Berie foar it Frysk, Leuwarden, Netherlands (Association)
- Fräsche Rädj- Friesenrat – Sektion Nord e.V., Risum-Lindholm, Germany (Association)
- Friisk Foriining, Bargum, Germany (NGO)

Friulian (Italy):

- Institut di Studis Furlans, Udine, Italy (Association)
- Dipartimento di Scienze Filosofiche e Storico Sociali-Didattica Delle Lingue Moderne, Udine, Italy (University)

Gaelic (UK):

- Highland Council, Inverness, Scotland/UK (Local Authority)
- Sgrùd Research, Dingwall, Scotland/UK (Research Unit)

Galician (Spain):

- Servicio de Normalización Lingüística- Universidade de Santiago de Compostela, Galicia, Spain (University)

German (Denmark, Italy, France, Belgium):

- Medienzentrum der Deutschsprachigen Gemeinschaft, Eupen, Belgium (Public Library)
- Belgischer Rundfunk, Eupen, Belgium (Broadcasting)

Irish:

- An tIonad Sealbhaite Agus Buanaithe Gaeilge, An Cheathrú Rua, Ireland (University)

Ladin (Italy):

- Rundfunk-Anstalt Südtirol, Bolzano, Italy (Broadcasting Organisation)
- Accademia Europea, Bolzano, Italy (Association)
- Istitut Cultural Ladin "Micurá de Rü", San Martin de Tor, Italy (Regional Authority)

Luxembourgish (Belgium):

- Arelerland a Sprooch, Sampont/Sue, Belgium (cultural association)

Macedonian:

- Research Center for Areal Linguistics, Macedonian Academy of Sciences and Arts, Skopje, Macedonia (Research Centre)

Mirandese (Portuguese):

- Centro de Estudos Mirandeses, Porto, Portugal (University Research Centre)
- FRAUGA – Associação para o Desenvolvimento Integrado de Picote, Portugal (Association)

Occitan (France, Italy, Spain):

- Institut d'Estudis Occitans (IEO), Toulouse, France (Association)
- Collectiu tà la Lenga dins lo Gèrs, Pavia, France (Informal association)
- Association Internationale d'Études Occitanes, Vienna, Austria (Association)
- FELIBRIGE, Aix en Provence, France (Association)
- Association per lo Desvolopament de l'Occitan, Mende, France (Association)
- Radio Occitania, Toulouse, France (Association)

Portuguese (Spain):

- Departament de Filologies Gallega i Portuguesa de la Universidad de Barcelona, Spain (University)

Saami (Finland, Sweden):

- The Saami Parliament in Finland, Inari, Finland (National Authority)
- Svenska Samernas Riksförbund, Umea, Sweden (Association)

Sardinian (Italy):

- IRRE Sardegna, Cagliari, Italy (Regional Public Research Institute)

Slovene (Italy, Austria):

- Primorski dnevnik, Trieste, Italy (newspaper)

Swedish (Finland):

- Hufvudstadsbladet, Helsinki, Finland (newspaper)
- Stiftelsen Skånsk Framtid, Marieholm, Sweden (NGO)
- Centre for Immersion and Multilingualism, Vaasa, Finland (University)

Welsh (UK):

- Y Lolfa, Talybont, Ceredigion, UK (Private Company)
- Welsh Channel Four S4C, Cardiff, Wales/UK (Broadcasting Company)
- Welsh Books Council, Aberystwyth, Wales/UK (National Organisation)

Annex 6

Glossary of terms used in the present evaluation

Glossary of terms used in the present evaluation

Action Plan – *Promoting Language Learning and Linguistic Diversity: An Action Plan 2004-2006* (COM(2003) 449 final), a Communication from the European Commission to the Council, the European Parliament, the Economic and Social Committee and the Committee of the Regions, was published on 24 July 2003. It was produced after a European Parliament Resolution of 13 December 2001 called for measures to promote language learning and linguistic diversity and after on 14 February 2002 the Education Council invited the European Commission to draw up proposals in these fields. A consultation document, entitled *Promoting Language Learning and Linguistic Diversity* (SEC 2002 1234), was produced by the European Commission prior to the Action Plan. The Action Plan comprises two sections. Section 1 sets out the context and the main policy objectives to be pursued. Section 2 makes concrete proposals for tangible improvements in the short term, proposing a series of actions to be taken at European level in 2004-2006.

Beneficiary organisations (*beneficiaries*) – organisations that received funding under the EC's calls for project proposals in support of regional and minority languages (see below, *individual projects*).

European Bureau for Lesser-Used Languages (EBLUL) – EBLUL is an independent non-governmental organisation financed by the European Community as an institution of European interest. It was set up on the initiative of the European Parliament in 1982. Though its network of Member States Committees, EBLUL represents the regional and minority language communities of the European Union. It promotes their common interests at European and international level and acts as a channel of communication between them and European and international bodies. It provides advice and information on regional and minority languages and linguistic diversity to policy-makers, the media, the academic community and the general public. It operates a news service on minority language issues and a documentation centre at its Brussels office. It supports regional and minority language communities in their initiatives with advice, information and networking services and facilitates their access to European funding. It coordinates a number of Europe-wide initiatives concerning regional and minority languages such as a study visits programme and a schools exchange programme.

Individual projects - The European Commission used to fund projects to promote regional and minority languages, in the framework of budget lines B3-1006 – the result of a European Parliament resolution – between 1983 and 1998, and B3-1000 in 1999 and 2000. Calls for proposals were published on an annual basis. For the years that are the subject of the present evaluation, a call for proposals to be carried out in 1998 was published in the Official Journal of the European Communities on 12 June 1997 (C-178/13); a call for proposals in 1999 was published in the Official Journal of the European Communities on 6 May 1999 (C-125/14); and a call for proposals in 2000 was published in the Official Journal of the European Communities on 16 September 2000 (C-266/15).

Intergroup for Regional and Minority Languages – the Intergroup for Regional and Minority Languages of the European Parliament – a loose, open group of MEPs and other individuals and organisations relevant to the field of RMLs in the EU context –

was set up in 1983. It currently includes members from all political groups within the European Parliament and arranges approximately four meetings per year.

Language Policy Unit – Unitl 30 April 2004 Unit B4 within Directorate B (Vocational Training) of Directorate-General for Education and Culture of the European Commission is in charge of Language Policy issues. As of 1 May 2004, Unit B4 became Unit C4 within Directorate C (Culture, Audiovisual, Sport) of Directorate-General for Education and Culture.

Mainstreaming – The European Commission's current policy for RMLs is moving away from the adoption of a specific programme towards mainstreaming, i.e. dealing with RML issues within existing EC policy instruments in the various policy areas that have an impact on language vitality. The choice was expressed by European Commissioner Viviane Reding in October 2002 at the Conference on Creating a Common Structure for Promoting Historical Linguistic Minorities within the European Union, in Helsinki, as follows: "*[We] do not feel that a separate programme for minority languages offers the most advantageous policy context for our future actions in this field. Language is an issue that cuts across many policy areas.*"

Mercator - Mercator is an information and documentation network which aims at improving the exchange and circulation of information on minority languages and cultures. It provides the general public as well as people with special interests with up to date and reliable information on the situation of the linguistic communities. Mercator seeks to encourage cooperation and networking between institutions and organizations, universities, and local, regional and national authorities. The network comprises three centres – Mercator Education (based in Leeuwarden / Ljouwert, Friesland, the Netherlands), Mercator Legislation (based in Barcelona, Catalonia, Spain) and Mercator Media (Aberystwyth, Wales, UK).

MININF (for 'Minority Information') – an EBLUL project involving cooperation with the three Mercator Centres and funded by the European Commission, MININF aims to provide any interested person with more information about RMLs through an Internet portal (lingualia.net) and to provide RMLs with opportunities for networking through electronic means. MININF's Editorial Board includes members of EBLUL, Mercator Education, Mercator Legislation and Mercator Media.

Regional and Minority Languages (RMLs) – article 1 the European Charter for Regional or Minority Languages (1992) establishes that "regional or minority languages" means languages that are: *(i) traditionally used within a given territory of a State by nationals of that State who form a group numerically smaller than the rest of the State's population; and (ii) different from the official language(s) of that State.* This does not include either dialects of the official language(s) of the State or the languages of migrants.

Annex 7
Bibliography

Bibliography

CIEMEN, *The European Union and Lesser-Used Languages*, working paper, Education and Culture Series, EDUC 108 EN (Luxembourg: European Parliament – DG Research, 2002)

European Bureau for Lesser Used Languages / European Centre for Minority Issues, *Support for Minority Languages in Europe. Final Report* (European Commission, 2002).

European Commission, *Commission Staff Working Paper. Promoting Language Learning and Linguistic Diversity – Consultation*, SEC(2002) 1234, (13 November 2002)

European Commission, *Communication from the Commission to the Council, the European Parliament, the Economic and Social Committee and the Committee of the Regions. Promoting Language Learning and Linguistic Diversity: An Action Plan 2004-2006*, COM(2003) 449 final (24 July 2003)

European Commission, *Proposal for a European Parliament and Council Decision establishing a Community action programme to promote bodies active at European level in the field of culture'*, COM (2003) 275 final (25 May 2003, Annex)

Medgyesi, E. (ed.) *Vade-Mecum. A guide to international documents on lesser-used languages of Europe*, EBLUL Documents 4 (Brussels: EBLUL 2003)

PLS Ramboll, *Interim Evaluation of the Culture 2000 Programme – Final Report* (Brussels: European Commission, 2003).

European Parliament, *European Parliament Resolution on regional and lesser-used European languages*, Minutes of 13.12.2001, Provisional Edition

European Council, *Council Resolution on the promotion of linguistic diversity and language learning in the framework of the implementation of the objectives of the European Year of Languages 2001*, (2002/C 50/01), (14 February 2002)

Reding, V. *The future of regional and minority languages in the European Union*, Conference on creating a common structure for promoting historical linguistic Minorities within the European Union. SPEECH/02/474 (Helsinki, 11 October 2002)

Price Waterhouse, European Commission DG XXII. A4, *Evaluation of the Action in favour of regional and minority languages and cultures*, Final Report. JMV/Final 8, 01/04/98

Warasin, M. *Dossier n° 10. Towards linguistic rights in the EU 2004. The promotion of linguistic diversity as part of the new constitutional treaty of the European Union*. (Brussels: EBLUL 2000)

Council of Europe, *Explanatory Report to the European Charter for Regional and Minority Languages (ETS no. 148)*

EBLUL, *Contact Bulletin*. Volume 19, Special Edition, Number 4. September 2003

Committee of the Region, *Opinion of the Committee of the Regions on the Promotion and Protection of Regional and Minority Languages*, COM-7/030 (13 June 2001).

EBLUL, *Sprachenvielfalt und Demokratie in Deutschland. Dokumentation des Kongresses vom 16.-17. November 2001 in den Landesvertretungen Niedersachsen und Schleswig Holstein, Berlin*. (Brussels: EBLUL 2002).

Mercator Media, *Proceedings of Mercator Conference on Audiovisual Translation and Minority Languages, 3-4 April 2000*. (Aberystwyth: Mercator Media 2000).

Jones, G. (ed.) for Mercator Media Project, *Mercator Media Forum Volume 4*. (Wales: University of Wales Press 2000)

Jones, G. (ed.) for Mercator Media Project, *Mercator Media Forum Volume 5*. (Wales: University of Wales Press 2001)

Jones, G. (ed.) for Mercator Media Project, *Mercator Media Forum Volume 6*. (Wales: University of Wales Press 2002)

In addition to these, activity and business reports by the European Bureau for Lesser Used Languages and the three Mercator Centres for the period under study have been analysed.

Reference to several official documents of the European Union which have been used in the course of the evaluation can be found as footnotes in several sections of the present document.

References to Internet sites mentioned in this document are correct as of late January 2004.

Annex 8

Terms of Reference



EUROPEAN COMMISSION
Directorate-General for Education and Culture

Vocational Training
Language Policy Unit

Brussels, 17 February 2003

SPECIFICATIONS

Invitation to tender No DG EAC/10/03

for the evaluation of the activities in the field of regional and minority languages

Restricted call for tender

TENDERING SPECIFICATIONS FOR THE EVALUATION OF THE ACTIVITIES IN THE FIELD OF REGIONAL AND MINORITY LANGUAGES (RMLs)

I. Context of the contract

1. Background

Since 1983 the Commission has funded projects to protect and promote regional and minority languages (RMLs) under a separate budget line B3-1006 on the basis of European Parliament resolutions. The budget for this line has increased from €100.000 in 1983 to €4m in 1998. A quarter of the budget was allocated by the Commission to the development and maintenance of structures to support the networking and cooperation of RMLs: the European Bureau for Lesser Used Languages (EBLUL) and the three Mercator centres, Mercator Education, Mercator Legislation and Mercator Media.

The budget line for RMLs was suspended in 1998 as a result of the judgement of the Court of Justice¹. In 1999 and 2000, preparatory actions to promote RMLs were financed under budget line B3-1000 (Calls for proposals published in OJ C 125 of 6.5.1999, p.14 and OJ C 266 of 16.09.2000, p. 15). Running-costs subsidies to organisations of European interest – EBLUL and three Mercator centres – continue to be allocated under budget line A-3015. Preparatory actions with a view to the adoption of a programme for RMLs were interrupted in 2000 for a lack of legal basis.

2. Basic parameters for the study

Context: Commission's policy for RMLs is moving away from the adoption of a specific programme towards mainstreaming, i.e. dealing with RML issues within existing EC policy instruments in the various policy areas that have an impact on language vitality. Instruments managed by DG Education and Culture (DG EAC) - Socrates, Leonardo, Youth, Culture 2000, Media Plus - are particularly relevant in this context. Other policies, in particular regional and rural development, cross-border cooperation, social policy and information society, also deal with issues that impact on language diversity.

Now it is necessary to evaluate the impact of previous actions in the field of RMLs in order to provide a sound basis for developing future policy in this field taking into account the forthcoming action plan to promote linguistic diversity and language learning which the Commission is going to adopt in mid-2003. In this context, a public consultation has been launched², which will run until the 28th of February 2003.

¹ C-106/96 of 12th May 1998.

² The Consultation Document "Language Learning and Linguistic Diversity" can be consulted on http://europa.eu.int/comm/education/languages/consult_en.html.

The Commission has also launched a large-scale public consultation on the future development of the EC programmes in the fields of education, training and youth after 2006³, which ends the 28th of February 2003 (some RMLs organisations has been invited by the Commission to participate in this consultation). The Culture programme 2000-2004 will also be renewed soon and a consultation will also take place.

Focus of the tender: The evaluation will cover the activities of the European Bureau for Lesser Used Languages (EBLUL) one independent NGO based in Brussels (annual budget: €800 000) and three research centres Mercator based in Leeuwarden (NL), Aberyswyth (UK) et Barcelona (ES) (annual budget: € 250 000) over a 5-year period (1998-2002). It will also cover some 300 individual projects (av. budget €30,000) over three years (1998, 1999 and 2000). The evaluation will focus on the relevance, effectiveness and efficiency with which organisations and projects subsidised have furthered EU policy aims in this area and their suitability as policy instruments in the future policy context of mainstreaming.

Previous evaluations: An evaluation of RML actions was conducted in 1996-1997. Evaluations of programmes managed by DG EAC (in particular Socrates and Leonardo) are also available and relevant. A number of other evaluations, such as that of the impact of language actions in Socrates and Leonardo, are ongoing. A study of Support for Minority Languages in Europe, which examines policy measures aimed at safeguarding and promoting RMLs at both national and EU level, has been completed and will be published soon on the website of DG EAC.

Geographical coverage: 15 Member States of the European Union.

Type: Data analysis and synthesis on the impact on EU regional and minority languages of activities funded. Recommendations with a view of mainstreaming.

Timetable: The evaluation will run for a period of 6 months [the signature of the contract is foreseen for the month of June 2003], the draft final report to be submitted by [before the end of 2003].

Budget: The budget is a maximum of €135,000, which will come from budget line B3-1000. Tenderers should foresee travel expenses required for on-the-spot visits.

Place of work: The principal place of work will be Brussels.

3. The activities in the field of regional and minority languages (RMLs)

Actions in favour of RMLs began in 1983 in the form of project funding and running-cost subsidies to organisations from one of the Member States of the European Union or one of the countries of the European Economic Area. The projects were carried out in the 40 or so regional

³The Consultation Document "The Future Development of the European Union Education, Training and Youth Programmes After 2006" can be consulted on <http://europa.eu.int/comm/education/newprogconsult>

and minority language communities in the European Union. The largest beneficiaries have been France, Italy, Spain, United Kingdom, Austria and Finland, which account for some two-thirds of Europe's RML communities. Project funding came to an end in 2000, but some projects from 2000 call for proposals are still running. The European Bureau for Lesser Used Languages (EBLUL in Brussels), and the three Mercator information centres (Mercator Education in Leeuwarden, NL, Mercator Legislation in Barcelona, ES, Mercator Media in Aberystwyth, UK) carry on their work for safeguarding and promoting RMLs.

Objectives of the activities

Generally speaking, the objective of language promotion policy is to operate directly or indirectly on one or more of the key factors that determine actual language use: capacity, opportunity and desire; that is to say people's ability to use the language, the opportunities they have to use it and their subjective motivation to do so. All three factors are interlinked and mutually dependent. For example, education has a direct impact on people's capacity to use a language, but also enhances children's opportunities to actually do so. Moreover, the fact that the language is used and taught by educated people in a public institution like a school can enhance its cultural and social prestige, and the self-confidence of the language community as a whole, thereby affecting people's motivation to use it.

The general objectives of EU activities are: to contribute to safeguarding and promoting regional and minority languages as aspects of the common European cultural heritage, and developing the European dimension of RML promotion and protection activities. These activities will be a contribution to the "Europe of knowledge" by building up the knowledge, skills and information exchange capable of facilitating the full exercise of citizenship. The ultimate objective is to contribute to a qualitative or quantitative improvement in actual RML use, but this objective is impossible to measure in the case of limited one-off initiatives of the type financed. This objective has served, however, as a general criterion in prioritising support in favour of actions with a more or less direct impact on language use. The Commission has explicitly declined to finance projects aimed at enhancing the legal or political status of RMLs.

The specific objectives are:

- a) To promote more and better-quality teaching and education in RMLs.
- b) To promote the production and dissemination of cultural goods in RMLs.
- c) To promote RML media and digital production and broadcasting.
- d) To promote the wider use of RMLs in the home, the street, the school, the workplace, and in social and public life.
- e) To promote the development and dissemination of basic materials for language revival.
- f) To promote cross-border cooperation between RMLs.
- g) Development of new information and communication technologies.
- h) To promote networking and the transfer of expertise.
- i) To promote the European dimension and Europe-wide awareness of RMLs and RML issues.

The operational objectives are:

- a) Development of educational provision, teacher training, teaching methods and materials in pre-school, school, vocational, higher and adult education and the promotion and dissemination of research, innovation, the use of new technologies and best practice in the field of education.
- b) Development and distribution of literature, theatre productions, music and cultural festivals and the promotion and dissemination of research, innovation and best practice in the field of culture.
- c) Development of audio, audiovisual and digital production and distribution, and the promotion and dissemination of research, innovation and best practice in the field of media.
- d) Information, awareness and incentive initiatives, and the promotion and dissemination of research, innovation and best practice in the field of direct language promotion.
- e) Production of linguistic resources: grammars, dictionaries, glossaries and works of language cartography, dialectology, toponymy and sociolinguistic research; promotion and dissemination of research, innovation and best practice in these areas.
- f) Exchange of information, expertise and best practice between RML communities on issues relevant to language promotion and protection.
- g) Development of databases or Internet sites for RMLs.
- h) To promote the Europe-wide collection and dissemination of information on RMLs and RML issues for decision-makers, practitioners, researchers, students and the general public. Promote the flow of information between European RML communities and European and international organisations, in particular by providing RML communities with a representative voice at EU level, providing EU institutions with a dialogue partner on issues affecting RMLs, disseminating information on EU initiatives and funding opportunities of relevance to RML communities and facilitating access by RML communities to EC funding sources for initiatives relevant to language promotion and protection.

Objectives a) to g) relate essentially to projects, though h) the European dimension was expected to be present to some extent in all initiatives financed. Projects financed in the period in question cover most of these objectives. On average, a) education accounted for just over 50% of funding, and b) culture, c) media, d) direct language promotion and e) linguistic resources for 10-15% each. A certain number of projects contained an element of f) cross-border cooperation and very small number of projects focused on g). The 1999 call for proposals focused on education and the 2000 call for proposals gave greater emphasis to the European dimension.

Objective h) relates essentially to EBLUL and the Mercator network, though Mercator Media and Mercator Education also participate in the wider objectives of their respective specialist domains.

Expected outcomes/results:

The expected outcome of activities in this area is a material contribution to achieving the general and relevant specific objectives. In some cases, particularly concerning the smaller, weaker and more isolated communities, the fact of "Europe" taking an interest in their language has had a psychological impact on the self-confidence of the language community in excess of the material impact of the project itself. All activities are expected to develop a European dimension in terms of partnerships, networks and the exchange of expertise and best practice.

Results expected from projects:

- a) The promotion of the language: the project must significantly promote the use of the language.
- b) Strengthening the European dimension: the project must offer added value for the Union, e.g. the establishment of a genuine partnership between at least two language communities or Member States which could lead to transfers of experience and knowledge from one region to another.
- c) The multiplier effect: the number of likely beneficiaries, the impact of the results and/or the products of the initiative must be significant.
- d) Innovatory dimension: the project must use the most-up-to-date resources, methods and technologies available (new information and communication technologies, new production and teaching methods, etc).

Results expected from EBLUL and 3 Mercator centres:

- e) Spreading information on RMLs for all European citizens, organising seminars and conferences, promoting study visits.
- f) Development of European-level networks as to permit the exchange of best practice and to build up a corpus of expertise on the basis of the existing know-how in the field of RML.
- g) Exchange of experience and information between specialists in the field.
- h) Acting as the interface between the EU and RML communities.

4. Background documents

<http://europa.eu.int/comm/education/langmin.html>

<http://www.uoc.edu/euromosaic/>

Report on [the Implementation and Results of the European Year of Languages 2001](#),
<http://europa.eu.int/comm/education/languages/actions/year2001.html>

Article 151 of the Treaty Establishing the European Community

Resolution on a Community Charter of Regional Languages and Cultures and on a Charter of Rights of Ethnic Minorities, (Arfé I, adopted by the European Parliament on 16 October 1981, OJ C 297, p. 57)

Resolution on Regional and Minority Languages (Arfé II, adopted by the European Parliament on 11 February 1983, OJ C 68, p. 103 – 14.03.1983)

Resolution on the Languages and Cultures of Regional and Ethnic Minorities in the European Community (Kuijpers, adopted by the Parliament on 30 October 1987, OJ C 318, p. 160–30.11.1987)

Resolution on Linguistic and Cultural Minorities in the European Community (Killilea, adopted by the European Parliament on 9 February 1994, OJ C 61, p. 110 – 28.02.1994)

Resolution on Regional and Lesser-Used European Languages (adopted by the European Parliament on 13 December 2001)
<http://www3.euoparl.eu.int/omk/omnsapir.so/pv2?TYPEF=B5&PRG=QUERY&APP=PV2&FILE=BIBLIO01&NUMERO=770&YEAR=01&LANGUE=EN>

Opinion on the Promotion of Regional and Minority Languages (adopted by the Committee of the Regions on 13 June 2001, CdR 86/2001 fin EN/o)

Resolution on the Promotion of Linguistic Diversity and Language Learning in the framework of the implementation of the objectives of the European Year of Languages 2001 (adopted by the Council on 14 February 2002, Doc 2002/C 50/01, OJ C 50, 23.02.2003))

II. Purpose of the contract

1. Purpose of the evaluation

1.1 General purpose

The purpose of the evaluation is to provide input for the future policy orientation in the area of regional and minority languages (RMLs) by evaluating, on the basis on a thorough analysis of past activities, which activities can most effectively contribute to future policy orientations in this field and how best they can achieve this. Mainstreaming in RMLs will require an additional effort in information and awareness-raising about EC funding opportunities, as well as in providing advice and assistance to minority language communities wishing to take advantage of them.

1.2 Specific purpose

The objectives of the evaluation are twofold:

(1) To analyse the content and quality of projects financed in the three-year period 1998-2000 with the aim of drawing conclusions concerning future treatment of RML projects in the context of mainstreaming;

(2) To analyse the structure, organisation and activities of bodies in receipt of running-costs grants over the five-year period 1998-2002 in order to evaluate their effectiveness in furthering EU policy objectives in this field drawing conclusion concerning the suitability of their activities in the policy context of mainstreaming.

The evaluation should address issues such as:

- **Project funding**

- The impact of the size of projects financed and number of partners involved on the accessibility of EU funding to regional and minority language communities;
- The extent to which the projects financed reflect a specific EC contribution to this domain;
- The extent to which the activities and organisations financed could have benefited from other EC programmes and actions;
- The extent to which the projects financed contributed to achieve the specific objectives.

- **EBLUL**

- The extent to which the structure and composition and membership of EBLUL is representative of the minority language communities of Europe and the extent to which the organisation's focus of attention and concerns reflect those of the RML communities it represents;
- The extent to which EBLUL has been successful in adapting to the changing political context of regional and minority languages in Europe;
- The extent to which EBLUL provides a useful service to the RML communities and the extent to which the services it provides satisfy the needs of RML communities at EU level;
- EBLUL's effectiveness and efficiency in delivering services of value to the RML communities of Europe;

- The extent to which EBLUL's various activities advance and complement EU policy in this domain or on the contrary are incompatible with or irrelevant to EU policy aims.
- **Mercator**
 - The effectiveness and efficiency and visibility of the Mercator information network;
 - The extent to which the current structure of each one of the three Mercator is compatible with EU policy aims;
 - The size and profile of its user base;
 - The impact of its activities on awareness and knowledge of and research on the particular RML issues dealt with.

2. Duration of the contract

The contract will start on [the signature of the contract is foreseen for the month of June 2003] and will end on [end of contract foreseen for the end of January 2004].

3. Methodology

Tenderers are invited to propose a suitable and precise methodological framework for conducting the intended evaluation in accordance with the following methodology:

- 1) For all activities: questionnaire with a representative sample of leading actors in the area of language promotion and language policy. The sample should include at least all the 300 projects beneficiaries and also the representatives of minority linguistic and cultural organisations, official language promotion bodies, minority language media, local/regional authorities, minority language education establishments and organisations, government departments or agencies responsible for language, culture, education and minority issues. The questionnaire should deal with such issues as visibility of, satisfaction with and confidence in EBLUL and its various services, visibility and satisfaction with Mercator, visibility and satisfaction with project funding. The questionnaire shall be complemented by a telephone interview to a selected number of the most important actors in the field.
- 2) For project funding: desk-based research on the basis of project documentation (initial applications, final reports and products) supplemented by telephone interviews of grant beneficiaries. A restricted number of on-the-spot visits (5x3 days estimated) chosen strategically to maximise impact in terms of coverage of different types of RML community and of projects and relevant contact persons.
- 3) Evaluation of EBLUL should be based on:
 - (a) Desk-based research based on analysis of the following documents:
 - Work programmes, budgets and activity reports;
 - EBLUL statutes, mission statements, other relevant policy documents, minutes, reports, financial accounts and other records;
 - Products of activities (publications, databases, websites, evidence of use of services).
 - (b) Face-to-face interviews in Brussels with members of EBLUL and relevant EU institutions (Commission, European Parliament, Committee of the Regions) and telephone interviews with members of EBLUL member-state committees, dealing with issues of the organisation's structure, performance and policy orientations.

- (c) Questions on visibility and satisfaction with EBLUL included in questionnaire.
- 4) Evaluation of the three Mercator centres should be based on:
- (a) Desk-based research based on analysis of the following documents :
 - Work programmes, budgets and activity reports;
 - Mercator statutes , legal situation, financial accounts and other records;
 - Products of activities (publications, databases, websites, evidence of use or services);
 - (b) On-the-spot visits (3 days est.) to Barcelona (ES), Leeuwarden (NL) and Aberystwyth (UK) and face-to-face interviews with project staff.
 - (c) Questions on visibility and satisfaction with Mercator included in questionnaire.

Tenderers may propose additional or more specific methods for carrying on the evaluation and obtain the expected results presented in Chapter II.1, above.

4. Monitoring of the evaluation

The evaluation will be carried out under the auspices of the European Commission (Directorate General for Education and Culture - Unit B4 – Language Policy). A steering group will follow up the evaluation work. It will be led by the Language Policy Unit and composed of Commission officials. It will approve the consultant's reports, assist in access to relevant data and give its opinion on the inception, interim and final reports prior to their approval by the Commission (DG EAC). The steering group will comment on the reliability of the information included and verify that the terms of reference have been met.

III. REPORTS AND DOCUMENTS TO BE SUBMITTED

The Commission will require the contractor to submit an inception report two weeks after the signature of the contract. Starting from the date of the signature of the contract, an interim report will be submitted four months after and a final report six months after containing a detailed financial statement, in 5 copies in each case.

Inception report

Three weeks after contract signature a meeting will be organised with the selected contractor to finalise the work-plan and the methodology for the work to be undertaken, and to discuss and clarify possible open questions and issues. The inception report will have to be submitted at least one week before of the meeting and should provide a detailed description of the methodology, as well as a detailed calendar of the activities and the on-the-spot visits. The inception report will be submitted in English or French.

Interim report

4 months after the start of the contract, an interim report will have to be submitted to the Commission. This interim report should present the first main findings of the work undertaken, describe the methodology, the problems encountered. This report should provide an updated work-plan (based on the experience of the first 4 months) ensuring the submission of the final report within the contractual deadline. The interim report will be submitted in English or French.

Final report

6 months after the start of the contract, a draft version of the final report will have to be submitted to the Commission. The final report will describe the work accomplished and the results obtained when carrying out the contract, and will be submitted in English or French. It must contain a substantial executive summary (maximum 5 pages) in English or French.

The final report will have to address the following points:

- (2) Descriptive and analytical elements concerning resources used, and on results, outcome and impact, partnerships and comments on administrative procedures;
- (3) Interpretations of results with assessments of the relevance of the actions and of positive and negative elements regarding efficiency and effectiveness;
- (4) Explanations/interpretations of results, identifying causes, positive or negative factors;
- (5) Conclusions and recommendations for the improvement of activities, evaluation of effectiveness and/or efficiency in order to redefine and/or reorient objectives and, most importantly, for implementation of the mainstreaming approach to RMLs.

The Commission will then inform the contractor of its acceptance of this report, or will pass on its observations. Within 15 days of receiving the Commission's observations, the contractor will submit the final report in definitive form taking account of these observations.

In the absence of observations from the Commission within a month after the date of receipt of the draft report, the contractor will be entitled to request its acceptance of the report in writing.

The final report will be considered as being accepted by the Commission if, within a month after the receipt of this request, the Commission has not explicitly made its observations to the contractor.

IV. PAYMENT

The payment procedures are as follows:

- an initial payment of 30% of the total amount within 45 days of the signature of the contract by the two parties;
- a second payment of 40 % of the total amount within 45 days of the approval by the Commission of the interim report ;
- payment of the balance within 45 days of the approval of the Final Report by the Commission.

Payments will be made to the bank account of the contractor upon presentation of invoices. Tenderers should indicate in their submissions their bank details (account number, account holder, name, address and bank code of the branch, BIC/SWIFT code) (Annex 5 "Information concerning the tenderer" may be used).

V. MODEL CONTRACT

Tenders must be drawn up in accordance with the provisions laid down in the model contract attached to this invitation to tender (Annex 1).

VI. PRICE

Tenderers should note the following points regarding their bid price.

- For indicative purposes, the budget for this tender will be €135,000 (including travel and subsistence costs).
- Prices must be quoted in Euro. Tenderers from States outside the Euro zone must use the conversion rates published in the Official Journal of the European Communities, C series, on the publication date of this call for tenders.
- Prices must be fixed amounts (in Euro), and will be firm and final.
- The tender price will include a separate estimate of costs for travel and for subsistence. The estimate should be based on Annexes 1, 3, 4 and 6 to these Specifications and represent the maximum amount of travel and subsistence payable for all the services provided.

Tenderers will be asked to take part in meetings organised by the Commission in Brussels to plan and implement the programme of work. As a minimum, the following meetings are planned and should be budgeted for in the financial plan to be submitted by tenderers:

- an initial meeting with the Commission to discuss and finalise the work-plan and the methodologies (3 weeks after the contract signature). One week before this meeting the contractor will have to submit an inception report containing a detailed description of methodology, as well as a detailed calendar of activities and on-the-spot visits.
- a meeting to present and discuss the draft final report (10 days after it has been received by the Commission);

Tenderers should not send more than two persons to the above-mentioned meetings. They should indicate in advance of each meeting the number and names of the persons who will attend.

- Prices must be quoted free of all duties, taxes and other charges, including VAT, as the European Communities are exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities; the amount of VAT should be shown separately.

VAT will not be taken into account during the consideration of the prices of the different tenders.

The submission should include a declaration indicating whether or not the tenderers are subject to VAT and, where relevant, the VAT number.

VII. LANGUAGES

Bids must be drawn up in one of the official languages of the European Union. The inception, interim and final reports must be submitted in English or French.

VIII. AWARD CRITERIA

The contract will be awarded to the tenderer presenting the bid offering the best value for money, on the basis of the following criteria:

- the relevance and quality of the methodology proposed;
- the coherence of the work programme, including the timetable, with the tasks to be carried out;
- the qualification and experience of the proposed experts, including competence in languages relevant to the evaluation (English, French, Spanish, Italian obligatory, German an asset);
- price (resulting from a clear and complete budgetary plan)

During the assessment of tenders, each of the first three criteria will have the same weight for the award of the contract.

IX. GENERAL TERMS AND CONDITIONS

Submission of a tender implies acceptance of the general terms and conditions (specified in chapter II of the contract and in annex 6) and of all the provisions set out in these specifications and in the invitation to tender and, where applicable, additional documents.

X. GEOGRAPHICAL ELIGIBILITY OF TENDERERS

This invitation to tender is open to tenderers from the Member States of the European Union, the European Economic Area and the signatory states to the GATT treaty, in accordance with the principle of reciprocity.

XI. PERIOD OF VALIDITY OF TENDER

Tenderers must keep their bids open, in respect of all the conditions therein, for a period of six months after the deadline for the submission of bids.

XII. LETTER OF PRESENTATION

Bids must be submitted accompanied by a letter of presentation signed by the tendering organisation or a person duly authorised by him. Annex 5 ("Information concerning the tenderer") may be used for this purpose.

Signature of the tender commits the tenderer vis-à-vis the contracting authority. The tenderer must indicate clearly the organisation's identity: full legal name; abridged name (if relevant); acronym (if relevant); legal status (association, company, university etc.); VAT n° (if relevant); address; banking references; all other relevant information.

XIII. SUBMISSION OF THE TENDERS

Tenders must be submitted in triplicate (a clearly identified original and two copies:

- a) either by registered mail, posted no later than 12 March 2003 (as evidenced by date of postmark),
- b) or by personal delivery (by the tenderer or any person authorised to act on behalf of the tenderer, including private courier services), by no later than 12 March 2003 (16h00),

to the following address:

European Commission
Directorate-General Education and Culture
Unit B4
Attn Ms. Sylvia VLAEMINCK
Rue Belliard 7 – room 6/42
1049 Brussels.

In the case of personal delivery, proof of submission will be a receipt dated and signed by the official who takes delivery of the documents.

Bids must be submitted in two envelopes, one inside the other, both of them sealed. The inner envelope, addressed to the above-mentioned Commission department, should also be marked: “Invitation to tender n° DG EAC/10/03 – **Not to be opened by the internal mail department**”.

If self-sealing envelopes are used they must also be sealed with adhesive tape, across which the sender must place his signature.

<p>Note: Late delivery will lead to the tender being excluded from the award procedure.</p>
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XIV. COST OF DESPATCH

The Costs of despatching the tender shall be borne by the tenderer.

XV. OPENING OF THE TENDERS

An opening board will be set up to open the tenders and check whether the procedures for the submission of tenders have been complied with any tender declared by the board not to satisfy the conditions laid down shall be rejected.

XVI. PARTIAL SERVICES AND VARIANTS

Tenderers may not submit bids for only part of the services required. Variants are not allowed.

XVII. SECURITY OR GUARANTEES

The Commission may require the tenderer to provide a bank guarantee (or other security) to cover the total amount of the contract, including the reimbursable costs, as a guarantee against the correct fulfilment of the contract. The guarantee shall be paid back as and when payments are made by the Commission to the contractor. In the case of non-fulfilment of the contract, of delay in its fulfilment or of a failure to meet quality standards, the Commission shall be compensated for any damage, interests and expenses incurred in compensating for the loss, by deduction from the guarantee, whether this has been provided directly by the contractor or by a third party.

XVIII. PUBLICATION

Rights concerning the evaluation reports and documents and those relating to its reproduction and publication will remain the property of the European Commission. No document based, in whole or in part, upon the work undertaken in the context of this contract may be published without the prior formal written approval of the European Commission.

XIX. INFORMATION ON THE OUTCOME OF THE BIDS

Tenderers will be informed of the outcome of their bid.

ANNEXES TO THE SPECIFICATIONS

- 1 Model Standard Service Contract
- 2 Reports and documents
- 3 Summary Financial Tables
- 4 Indicative table of average costs for travel to Brussels
- 5 Information concerning the tenderer
- 6 General terms and conditions applicable to the tendering procedure

ANNEXES

ANNEX 1

SERVICE CONTRACT

CONTRACT NUMBER – [complete]⁴

The European [*Atomic Energy*] Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [name in full, function, department]⁵,

of the one part,

and

[official name in full]
[*official legal form*]⁶
[*statutory registration number*]⁷
[official address in full]
[*VAT registration number*]

(hereinafter referred to as "the Contractor"), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part,

HAVE AGREED

the Special Conditions and the General Conditions below and the following Annex[es]:

Annex 1 - Technical Specifications and Monitoring

[*Annex 2 – Reporting*]⁸

which form[s] an integral part of this contract (hereinafter referred to as "the Contract").

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annex[es].

⁴ Options [*in italics*] to be deleted where not applicable.
Options [in roman] to be completed.

⁵ The Commission official must be an authorising officer (or an authorising officer by delegation or subdelegation) designated in accordance with Note No 60008 of 22 February 2001 "Mise en place de la Charte des ordonnateurs".

⁶ Delete if contractor is a natural person or a body governed by public law.

⁷ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

⁸ To be used only where content and procedure for reporting are complex. In other cases the provisions on reporting may be included in Annex 1 "Technical Specifications".

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1. The Contract is [short description of subject].

I.1.2. The Contractor shall execute the tasks assigned to him in accordance with the Technical Specifications annexed to the Contract (Annex 1).

ARTICLE I.2 - DURATION

I.2.1. The Contract shall enter into force [*on the date on which it is signed by the last contracting party*]⁹ [*or on indicate date if it has already been signed by both contracting parties*]⁶.

I.2.2. Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

I.2.3. The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from [*date of entry into force of the Contract*] or [*indicate*]. The period of execution of the tasks may be extended only with the express written agreement of the parties before the tasks have been completed.

[I.2.4. *The Contract may be renewed [complete]¹⁰ for a period of [complete]¹¹ only with the express written agreement of the parties before the tasks have been completed. Renewal does not imply any modification or deferment of existing obligations.*]

ARTICLE I.3 – AMOUNT

[I.3.1.] The [*maximum*]¹² total amount to be paid by the Commission for all tasks executed under the Contract shall be EUR [*amount in figures and in words*] covering all tasks executed.

[I.3.2 *The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of duration of the Contract.*

From the beginning of the second year of performance of the Contract, the amount(s) may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in the [harmonised] consumer price index [complete]¹³ published for the first time by [the Office for Official Publications of the

⁹ As a rule the Commission signs last.

¹⁰ Specify number of times (once, twice...).

¹¹ Specify length of the period of renewal (number of months, years...).

¹² Where it is not possible to set out in Annex 1 a detailed schedule for execution of the tasks (on a regular basis), the Authorising Officer must keep written evidence of the tasks ordered in accordance with Article I.6.

¹³ Specify the consumer price index, e.g.:

- “MUICP”: (euro zone) for a contract expressed in euro (as a general rule);
- “EICP”: (EU-15) when the contract is executed in the European Union (outside the euro zone);

European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics)].

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{I_r}{I_o}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

I_o = index for the month [in which the validity of the tender expires] [corresponding to the final date for submission of tenders];

I_r = index for the month [corresponding to the date of receipt of the letter requesting a revision of prices] [in which the adapted prices take effect].]¹⁴

[I.3.3. *In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Technical Specifications up to a maximum amount of EUR [amount in figures and in words]. The daily subsistence allowance referred to in Article II.7.4(d) shall be EUR [complete].]*

ARTICLE I.4 – PAYMENTS¹⁵

Payments under the Contract shall be made in accordance with Article II.4.

[I.4.1. Pre-financing:

Within [complete]¹⁶ days of [the latest of the following dates:]

the date on which the Contract was signed by the last contracting party¹⁷,

[the receipt of a request for pre-financing]

[the receipt of a duly constituted financial guarantee equal to at least EUR [amount in figures and in words]¹⁸

a pre-financing payment of

-
- consumer price index of the State in whose currency contract price is expressed:
 - a) index of the State where the contractor is mainly based; or
 - b) index of the State where the service will be mainly carried out.

¹⁴ The invitation to tender shall state clearly whether the price is subject to revision or not.

¹⁵ The insertion of pre-financing and interim payment clauses is optional but there must always be provision for payment of the balance (the words 'of the balance' must clearly be omitted if there is no provision for other payments).

¹⁶ The maximum payment period allowed is thirty days under the rules for the implementation of the new Financial Regulation, unless otherwise provided in the contract.

¹⁷ Where the contractor is the last to sign, this clause should be worded as follows: "the date of receipt of the signed contract by the Commission".

¹⁸ This guarantee shall be mandatory for pre-financing payments exceeding EUR 150 000.

EUR [amount in figures and in words] equal to [complete]%¹⁹ of the total amount referred to in Article I.3.1

shall be made.]

[I.4.2. Interim payment:

Each request for interim payment shall be valid if accompanied by²⁰

[an interim technical report in accordance with the instructions laid down in Annex 1 [Annex 2]]

the relevant invoices

[statements of reimbursable expenses in accordance with Article II.7]

provided the above documents have been approved by the Commission.

The Commission shall have [twenty - forty-five - sixty]²¹ days to approve or reject the documents, and the Contractor shall have [complete] days in which to submit new documents.

Within [complete]²² days of the date on which the documents accompanying a request for payment are approved by the Commission, an interim payment corresponding to the relevant invoices shall be made.]

[I.4.2.] [I.4.3.] Payment of the balance:

The request for payment of the balance shall be valid if accompanied by²³

[the final technical report in accordance with the instructions laid down in Annex 1 [Annex 2]]

the relevant invoices

[statements of reimbursable expenses in accordance with Article II.7]

provided the above documents have been approved by the Commission.

The Commission shall have [twenty - forty-five - sixty]²⁴ days to approve or reject the documents, and the Contractor shall have [complete] days in which to submit new documents.

Within [complete]²⁵ days of the date on which the documents accompanying a request for payment are approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

¹⁹ The initial payment shall not exceed 30% of the global amount of the contract.

²⁰ Delete where not applicable.

²¹ Twenty days for simple contracts, sixty days for contracts requiring complex technical assessment, and forty-five days for all other contracts.

²² The maximum payment period allowed is thirty days under the rules for the implementation of the new Financial Regulation, unless otherwise provided by the contract.

²³ Delete where not applicable .

²⁴ Twenty days for simple contracts, sixty days for contracts requiring complex technical assessment, and forty-five days for all other contracts.

~~[[I.4.2.] [I.4.3.] [I.4.4.]~~ *Performance guarantee:*

Option 1

A performance guarantee corresponding to 10% of the total value of the Contract shall be constituted by deduction[s] from [the] interim payment[s]. Release of the guarantee implies final acceptance of the services.

Option 2

A performance guarantee corresponding to 10% of the total value of the Contract shall be constituted by deductions from [the] interim payment[s] and from the balance. It shall be withheld for up to [complete] months from the date of payment of the balance. Release of the guarantee implies final acceptance of the services.

Option 3

An amount corresponding to 10% of the total value of the Contract shall be withheld for up to [complete] months from the date of payment of the balance in order to constitute a performance guarantee, release of which implies final acceptance of the services.]

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, identified²⁶ as follows:

Name of bank: [complete]

Address of branch: [complete]

Exact designation of account holder: [complete]

Full account number including codes: [complete]

[IBAN²⁷ code: [complete]]

²⁵ The maximum payment time allowed is thirty days under the rules for the implementation of the new Financial Regulation, unless otherwise provided by the contract.

²⁶ By a document issued or certified by the bank.

²⁷ BIC code for countries with no IBAN code.

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. It shall be sent to the following addresses:

Commission:

European Commission
Directorate-General [complete]
[Directorate [complete]]
[Unit [complete]]
[Postcode and city]

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[*Company name*]
[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1.** The Contract shall be governed by the national substantive law of [*country of competent authorising officer, as provided by the internal rules for the implementation of the budget*]²⁸.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of [*seat of competent authorising officer, as provided by the internal rules for the implementation of the budget*]²⁹.

[ARTICLE I.8 – OTHER SPECIAL CONDITIONS³⁰]

²⁸ As a general rule, the country where the institution to which the authorising officer belongs has its seat, except where duly justified (see following footnote).

²⁹ As a general rule, the seat of the institution to which the authorising officer belongs, except where duly justified.

Such exceptions include for example: a service/supply contract concluded by a Representation of the Commission in a Member State.

³⁰ To be completed by the department responsible following consultation of the Central Contracts Cell (DG BUDG).

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

II.1.1. The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

II.1.2. The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

II.1.3. Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

II.1.4. The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

II.1.5. The Contractor may neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

II.1.6. The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him. They may not be given orders direct by the Commission.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the working relationship between the Commission and the Contractor.

II.1.7. In the event of malfunction, either involving the action of one or more members of his staff, or due to the fact that his/their expertise does not correspond to the profile required by the Contract, the Contractor shall replace him/them without delay. The Commission shall have the right to request the replacement of any member of staff, stating its reasons for so doing, if the member of staff is working on Commission premises. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started. In such event the Contractor shall give priority to solving the problem rather than determining liability.

II.1.9. Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its

right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose sanctions, as provided for in Article II.16.

ARTICLE II.2 – LIABILITY

II.2.1. The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of misconduct or negligence on the part of the Commission.

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall indemnify the Commission in full and undertakes to provide compensation in the event of any action, claim or proceeding brought against it by a third party as a result of damage caused by the Contractor in performance of the Contract.

II.2.4. In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

II.2.5. In the event of any action brought by a third party against the Contractor in connection with performance of the Contract, the Commission may assist the Contractor if a written request is made by the Contractor to this effect. Expenditure incurred by the Commission to this end shall be borne by the Contractor.

II.2.6. The Contractor shall take out the insurance required by the relevant legislation against risks and damage relating to performance of the Contract. He shall take out supplementary insurance if he deems it necessary and appropriate in order to perform the Contract. A copy of all insurance contracts shall be sent to the Commission should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken if necessary. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2. The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing :

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by an authorised bank or financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work evidenced by acceptance of the services or approval of the interim report(s). The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be discharged the following month. The cost of providing such guarantee shall be borne by the Contractor.

II.4.2. Interim payment :

At the end of each of the periods indicated in Annex 1 the Contractor shall submit to the Commission for approval a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex 1 or Annex 2 (where applicable);
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

On receipt of the documents the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve them, with or without comments, reservations or requests for additional information; or

- to request new documents.

If the Commission does not react within this period, the documents shall be deemed to have been approved. Approval of the documents accompanying the request for payment does not imply recognition either of the regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests new documents, these shall be submitted within the period of time indicated in the Special Conditions. The new documents shall likewise be subject to the above provisions.

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission for approval a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex 1 or Annex 2 (where applicable);
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

On receipt of the documents the Commission shall have the period of time indicated in the Special Conditions in which :

- to approve them, with or without comments, reservations or requests for additional information; or
- to request new documents.

If the Commission does not react within this period, the documents shall be deemed to have been approved. Approval of the documents accompanying the request for payment does not imply recognition either of the regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests new documents, these shall be submitted within the period of time indicated in the Special Conditions. The new documents shall likewise be subject to the above provisions.

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.5.1. Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.5.2. The periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been produced.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgement of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter.

II.5.3. In the event of late payment the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (“*the reference rate*”) plus

seven percentage points (“*the margin*”). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Communities. Interest shall be payable for the time elapsed between expiry of the payment deadline and the date of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

II.5.4. The Financial Regulation applicable to the general budget of the European Communities imposes a limitation in the form of a final date for implementation on legal commitments towards third parties extending over more than one financial year by which all the phases of execution have to be completed and the payments made.

This final date shall be determined by adding to the date on which the tasks have to be completed :

- the maximum periods laid down for the submission of reports and other documents required from the Contractor,
- the maximum periods laid down for their approval,
- the maximum payment period,
- where applicable, the maximum period laid down for acceptance of the services and release of the performance guarantee.

In the event of amendment of the date on which the tasks have to be completed or of the periods indicated above, the final date for implementation shall automatically be modified accordingly.

ARTICLE II.6 – RECOVERY

II.6.1. If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

II.6.2. In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Such interest rate is published in the C series of the Official Journal of the European Communities. Interest shall be payable for the time elapsed between expiry of the payment deadline and the date of payment.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as receivable by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for. The agreement of the Contractor is not required.

II.6.4. The Contractor is aware that the Commission may formally establish an amount as being receivable from persons other than States by means of a decision which shall be enforceable within the meaning of Article 256 of the EC Treaty.

ARTICLE II.7 - REIMBURSEMENTS

II.7.1. The Commission shall reimburse the expenses provided for in the Special Conditions which are directly connected with execution of the tasks specified in Article I.1.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary on production of original supporting documents, including receipts and used tickets.

II.7.3. Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance is payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

II.7.5. The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

ARTICLE II.8 – OWNERSHIP OF THE RESULTS- INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights already exist.

ARTICLE II.9 – CONFIDENTIALITY

II.9.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to the performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.9.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to

third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.10.1. The Commission shall be entitled to use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, information relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports.

II.10.2. The Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

II.10.4. The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II.11 - TAXATION

II.11.1. The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.11.2. The Contractor recognises that the Commission is, as a rule, exempt from all taxes and dues, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

II.11.3. The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and dues, including VAT.

II.11.4. Invoices presented by the Contractor shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

II.12.1. Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making them available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.12.2. If either of the contracting parties is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgement of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.12.3. Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.12.4. The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

II.13.1. The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.13.2. Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract.

II.13.3. The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

II.14.1. The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

II.14.2. In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.15 – TERMINATION

II.15.1. The Commission may terminate the contract in the following circumstances:

- a) where a change in the Contractor's legal, financial, technical or organisational situation could have a significant effect on the Contract;
- b) where performance of the Contract has not actually commenced within three months of the date foreseen for the commencement of execution of the tasks, and the new date proposed, if any, is considered unacceptable by the Commission;
- c) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- d) where the Contractor has failed to perform the Contract;
- e) where the Contractor has been found guilty by the competent bodies of serious professional misconduct;
- f) where the Contractor is declared bankrupt, is wound up, has ceased trading, has been wound up by court order or is in composition with his creditors entailing suspension of business, is in receivership or is in any other comparable situation provided for by the laws or regulations of his country;
- g) where the Contractor has made false, incomplete or incorrect statements or has failed to provide information in an attempt to obtain the Contract or any benefit resulting therefrom, or where this was the effect of his action;
- h) where the Contractor has, intentionally or by negligence, committed an irregularity in performance of the Contract or in relation to other contracts concluded with an institution, organ or agency of the European Communities and, more generally, in the event of fraud, corruption or any other illegal activity detrimental to the Communities' financial interests on the part of the Contractor.

II.15.2. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract.

II.15.3. Registered letter with acknowledgement of receipt or equivalent shall initiate the termination procedure. Where prior notice is not required (points c), e), f) g) and h)), termination shall take effect from the day after the day on which the letter terminating the Contract is received.

Where prior notice is required (points a), b) and d)), termination shall take effect after a period of three months, which shall start to run on the date on which the letter terminating the Contract is received. The Contractor may submit arguments against termination within thirty days. In the absence of reaction on his part or of written withdrawal of the termination notice by the Commission within thirty days of the receipt of such arguments, the termination procedure shall be maintained.

II.15.4. Consequences of termination:

In the event of the Commission terminating the Contract in accordance with this Article, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required

by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Contractor shall be entitled to remuneration for the tasks carried out in accordance with Annex 1 and accepted by the Commission. The Contractor shall accept as the aggregate liability of the Commission payment of the contract price corresponding to the tasks executed by him in accordance with the Contract as at the effective date of termination. However, in the event of termination on the grounds set out in points (b), (c), (d), (e), (g) or (h) of Article II.15.1, the Commission may recover any sums paid to the Contractor under the Contract.

ARTICLE II.16 – PENALTIES AND SANCTIONS

II.16.1. Under the Financial Regulation applicable to the general budget of the European Communities, all contractors who have been found to have seriously failed to meet their contractual obligations are subject to financial penalties representing 2% to 10% of the total value of the contract in question. This rate may be increased to 4% to 20% in the event of a repeat offence within five years of the first infringement.

II.16.2. Should the Contractor fail to perform his obligations under the Contract within the time specified in Article I.2, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may impose a sanction of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this sanction within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal of the sanction by the Commission within thirty days of the receipt of such arguments, the decision imposing sanctions shall become enforceable.

ARTICLE II.17 – CHECKS AND AUDITS

II.17.1. The Contractor shall provide free of charge all the detailed information requested by the Commission or by an outside body of the Commission's choice with a view to checking that the Contract is being properly performed.

II.17.2. The Contractor shall keep at the Commission's disposal the original or, in exceptional cases, duly authenticated copies of all documents relating to the Contract for a period of five years from payment of the balance.

II.17.3. The Commission may, at any time within the period specified in the paragraph above, arrange for an audit to be carried out either by an outside body of its choice or by the Commission departments themselves. The object of such an audit shall be limited to checking that the Contractor has complied with the Contract. The cost shall be borne by the Commission.

II.17.4. In order to carry out these audits, the Commission departments and the outside bodies concerned shall have total on-the-spot access, notably to the Contractor's offices, at all times and to all the information needed to check that the Contractor has complied with the Contract, including information in electronic format.

II.17.5. The European Court of Auditors and the European Anti-Fraud Office shall have the same rights as the Commission, notably right of access, for the purpose of checks and audits.

ARTICLE II.18 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

SIGNATURES

For the Contractor,
[*Company name/forename/surname/function*]

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in [language].

ANNEX 1 (BIS)

Technical Specifications and Monitoring³¹

The purpose of this Annex is to enable the Commission to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.

- (a) The Technical Specifications comprise the tender submitted by the Contractor and accepted by the Commission on the basis of invitation to tender³² No [complete].
- (b) So that the Commission can regularly identify the progress made in execution of the tasks in accordance with the Technical Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:
 - (i) schedule of interim reports – terms for approval, structure and content ;
 - (ii) schedule of audits to be carried out in accordance with Article II.17 of the Contract.

³¹ The following instructions are to be followed but not published.

³² One of the best practices is to publish the technical specifications on a form to be completed and returned by the Contractor.

ANNEX 2

REPORTS AND DOCUMENTS

Work carried out by the Contractor in performance of the contract will be the subject of the following reports, 5 copies of which must be sent to the Commission by the Contractor.

Inception report

Three weeks after contract signature a meeting will be organised with the selected contractor to finalise the work-plan and the methodology for the work to be undertaken, and to discuss and clarify possible open questions and issues. The inception report will have to be submitted at least one week before of the meeting and should provide a detailed description of the methodology, as well as a detailed calendar of the activities and the on-the-spot visits. The inception report will be submitted in English or French.

Interim report

4 months after the start of the contract, an interim report will have to be submitted to the Commission. This interim report should present the first main findings of the work undertaken, describe the methodology, the problems encountered. This report should provide an updated work-plan (based on the experience of the first 4 months) ensuring the submission of the final report within the contractual deadline. The interim report will be submitted in English or French.

Final report

6 months after the start of the contract, a draft version of the final report will have to be submitted to the Commission. The final report will describe the work accomplished and the results obtained when carrying out the contract, and will be submitted in English or French. It must contain a substantial executive summary (maximum 5 pages) in English or French.

The final report will have to address the following points:

- (6) Descriptive and analytical elements concerning resources used, and on results, outcome and impact, partnerships and comments on administrative procedures;
- (7) Interpretations of results with assessments of the relevance of the actions and of positive and negative elements regarding efficiency and effectiveness;
- (8) Explanations/interpretations of results, identifying causes, positive or negative factors;
- (9) Conclusions and recommendations for the improvement of activities, evaluation of effectiveness and/or efficiency in order to redefine and/or reorient objectives and, most importantly, for implementation of the mainstreaming approach to RMLs.

The Commission will then inform the contractor of its acceptance of this report, or will pass on its observations. Within 15 days of receiving the Commission's observations, the contractor will submit the final report in definitive form taking account of these observations.

In the absence of observations from the Commission within a month after the date of receipt of the draft report, the contractor will be entitled to request its acceptance of the report in writing.

The final report will be considered as being accepted by the Commission if, within a month after the receipt of this request, the Commission has not explicitly made its observations to the contractor.

TRAVEL COSTS (in Euro)

TRAVEL COSTS FOR MEETING DG EAC
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Number of persons	Category of staff*	Number of journeys**	Means of travel	Duration	Total costs of journeys	Total costs of sojourns***	TOTAL (Euro)

- * - e.g.: consultant, expert, secretariat
- ** - return tickets
- *** - hotels etc. (e.g. 2 nights at €100 / night: 2 x 100)

Explanatory comments:

TRAVEL / COUNTRIES VISITED

Number of persons	Type of staff *	Number of journeys**	Means of travel	Country / -ies visited (per country)	Duration	Total costs of journeys	Total costs of sojourns***	TOTAL (Euro)

- * - e.g.: consultant, expert, secretariat...
- ** - return tickets
- *** - hotels et (e.g. 2 nights at 100 Euro/night: 2 x 100)

Explanatory comments:

OVERHEAD COSTS*

DETAIL	SUB-TOTAL
TOTAL	

* explain the mode of calculation

Explanatory comments:

ESTIMATION OF OTHER COSTS*

DETAIL	SUB-TOTAL
TOTAL	

* detail the costs foreseen: e.g.: rent, communication, office expenses, translation, etc.

Explanatory comments:

ANNEX 4

**INDICATIVE TABLE OF AVERAGE COSTS FOR
TRAVEL TO MEET COMMISSION IN BRUSSELS**

Place of origin	Means of transport	Travel costs	Subsistence costs
BRUSSELS	-	-	-
ATHENS	Plane *	1.114	149,63
BONN	Train	98	149,63
COPENHAGEN	Plane*	840	149,63
DUBLIN	Plane*	650	149,63
HELSINKI	Plane*	1.100	149,63
THE HAGUE	Train	64	149,63
LISBON	Plane*	1.112	149,63
LONDON	Plane*	459	149,63
LUXEMBURG	Train	66	149,63
MADRID	Plane*	1.122	149,63
PARIS	Train	103	149,63
ROME	Plane*	907	149,63
STOCKHOLM	Plane*	1.052	149,63
VIENNA	Plane*	1.060	149,63

** Tariff in the class next below first class (Business Class)*

ANNEX 5

Information concerning the tenderer

The tenderer's identity

Business name (complete legal name):

Abridged name (if relevant):

Acronym (if relevant):

The applicant's legal status (association, commercial company, university etc):

N° of VAT (if relevant):

Address of the seat

Street:

N°:

Postal code:

City:

Country:

The tenderer's banking references

Name of the bank:

Street:

N°:

Postal code:

City:

Country:

Code of the bank:

N° of bank account:

BIC CODE (SWIFT):

Holder of the tendering organisation's principal account:

Name and first name:

Title or quality within the tendering organisation:

References relating to the call for tenders

N° call for tenders: DG EAC/... /XXX

Title:

N° batch and title of the batch (if relevant):

Total price quotation (without VAT and in Euro):

Person who will sign the contract (Name, first name):

acting in the capacity as:

Date:

SIGNATURE:

ANNEX 6

PROVISIONS RELATING TO TENDERS AND THE AWARD OF CONTRACTS

ARTICLE 1 – Tenders

1.1 The submission of a tender in response to an invitation to tender issued by the Commission, including the Joint Research Centre, entails:

- (i) acceptance by the tenderer of all the terms and conditions stipulated in the invitation to tender, in the general terms and conditions applicable to the contract and in the special terms and conditions, if any;
- (ii) waiver of the tenderer's own terms of business.

Save as otherwise expressly provided in the invitation to tender, the tenderer shall be bound by his tender for a period of three months from the date on which it was forwarded to the Commission.

1.2 Tenders must:

- (i) be drawn up preferably on the tenderer's headed paper or on the Commission's reply form;
- (ii) be signed by the tenderer or his duly authorised agent;
- (iii) be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures;
- (iv) be submitted inside two sealed envelopes; the inner envelope addressed to the department indicated in the invitation to tender, should be marked "Invitation to tender – Not to be opened by the internal mail department"; If self-adhesive envelopes are used, they shall be sealed with adhesive tape and the tenderer shall sign across this tape;
- (v) be sent not later than the final date specified in the invitation to tender, either by registered post, the postmark being conclusive in this respect, or delivered by hand, in which case a dated receipt must be obtained from the Commission.

ARTICLE 2 – Prices

2.1 The Commission, including the Joint Research Centre, enters into contracts and makes payments in Euro. Prices must accordingly be expressed in Euro.

2.2 Tenders shall indicate separately the total contract price and, if the special terms and conditions or equivalent documents so require, each of its constituent parts together with any taxes, customs duties, and packing, carriage and/or insurance costs.

Assembly costs and the cost of any other services forming an integral part of the supplies must be shown separately, in accordance with any instructions to this effect laid down in the special terms and conditions.

2.3 The Communities are exempt from customs duties, indirect taxes and sales taxes under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities of 8 April 1965 (OJ No 152, 13 July 1967). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by immediate exemption. The successful tenderer shall be given the necessary instructions by the Commission.

2.4 If an invitation to tender relates specifically to several items or lots, the tenderer shall quote separately for each item or lot for which he is tendering. He may indicate any price reduction he is prepared to grant in the event of being awarded a contract either for all the items or lots or for a specified group of items or lots.

He may also make his tender conditional on being awarded the entire contract or a specified part thereof.

2.5 Save as otherwise expressly provided in the invitation to tender, the contract prices shall be firm and not subject to revision.

ARTICLE 3 – Awarding of contracts

3.1 The contracts shall take the form of a written agreement between the parties.

3.2 A contract shall be concluded upon notification to the tenderer that his tender has been accepted. Such notification shall be in the form of a purchase order or letter.

3.3 If the acceptance does not conform in all respects to the tender or if notification is received after the period of validity of the tender has expired, conclusion of the contract shall be subject to the tenderer's agreement in writing.

3.4 The contract may also take the form of a service contract, in which case the general conditions set out in chapter II of the contract, shall apply.

3.5 The Commission reserves the right to conclude the contract in the form of a standard-form general contract, particularly in cases where the exact quantities and the precise timing of delivery or execution cannot be specified in advance. The standard-form general contract is binding on both parties as regards elements which are fixed inalterably and unequivocally at the time at which the contract is concluded, such as price, subject-matter, basic implementing procedures, and duration.

3.6 Where there is no difference in the nature of the services to be provided or security of supply cannot be guaranteed because of the size of the contract or the urgent nature of the services and the response time, the Commission may also conclude a "multiple standard-form general contract" with a number of successful tenderers. In this case, the authorising department shall draw up a list of contractors, selected in accordance with the award criteria set out in the specification, in the order in which they are to be contacted. If the first contractor on the list is unavailable (this shall not constitute non-performance within the meaning of Article 13(1)), the Commission may approach the second contractor, and so on. The authorising department shall indicate, both in the notice of contract and in the specification, the number of tenderers with whom it intends to conclude a contract, the rules for contacting them in turn and the other relevant arrangements.

ARTICLE 4 – No obligation to award the contract

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. Should the invitation to tender cover several items or lots, the Commission reserves the right to award a contract for only some of them. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.
