



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Dialogue, Social Rights, Working Conditions, Adaptation to Change
Health, Safety and Hygiene at Work

Study Service Contract

Contract title **Contract for an in-depth study of the socio-economic, health and environmental impact of a possible Community initiative on the protection of EU healthcare workers against blood-borne infections due to needlestick injuries and other sharp instruments.**

Contract reference No **VC/2007/0544**
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/F/4**

Prior information O.J. ref. No of notice publication: 'L'

Call for tender DG EMPL ref. No: VT/2007/049 of

Tender information O.J. ref. No of notice publication:

EPIC Record No:/.../.....

Databases SMART record No: 2007/0017

Service category No: A12

Other accounting information

Commitment No **SI2.**
This commitment No **must** be quoted in correspondence relating to **invoices / payments.**

Type of Contract V/SE/STUSEC02

The European 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 Jose Ramon BIOSCA
DE SAGASTUY, Head of Unit - EMPL/F/4, Employment, Social Affairs and Equal
Opportunities DG,

on the one part,

AND

.....(*official name in full*),
registered legal form:,
statutory registration number:,
official address in full:,
VAT registration number:,
(hereinafter referred to as “**the Contractor**”),
represented for the purposes of the signature and management of the present Contract by
.....(*forename and name in full*),(*function*),

of the other part,

HAVE AGREED

the Special Conditions and the General Conditions below and the following Annexes:

- **Annex I** Tender Specifications (Invitation to Tender No. VT/2007/049 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of)
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor

which forms 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 Annexes. The terms set out in the Tender Specifications (Annex I) and in the Breakdown of prices (Annex III) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is the following study: **Contract for an in-depth study of the socio-economic, health and environmental impact of a possible Community initiative on the protection of EU healthcare workers against blood-borne infections due to needlestick injuries and other sharp instruments..**

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

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. The date of signature of the present Contract is that of the date stamp applied by the postal services of Employment, Social Affairs and Equal Opportunities DG on the title page of the present Contract after it has been signed by both parties.

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 6 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

The Commission is not obliged to react to any request for extension of the duration of the tasks received less than 30 days before expiry of the period of execution or with less than one third of the period of execution left to run, whichever period is the shorter.

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

The maximum total amount to be paid by the Commission under the Contract shall be EUR (*amount in figures*) covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

I.3.3. *Travel, subsistence and shipment expenses*

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 Tender Specifications up to a maximum amount of EUR 0.01. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.2.1.

Article I.4 **Payment periods and formalities**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the

invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default of negligence on the part of the Contractor.

I.4.1. Pre-financing

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 shall be made.

I.4.2. Interim payment

Requests for interim payment by the Contractor shall be admissible if accompanied by

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 40% of the total amount referred to in Article I.3.1, shall be made.

I.4.3. Payment of the balance

The request for payment of the balance of the Contractor shall be admissible if accompanied by:

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 shall be made.

I.4.4. Performance guarantee

Not applicable.

Article I.5 Bank account

Payments shall be made to the Contractor's bank account denominated in euro ¹, identified ² as follows:

- Name of bank:
- Address of branch in full:
- Exact designation of account holder:
- Full account number including codes:
- IBAN or, if non available, BIC code: —

Article I.6 General administrative provisions

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

¹ Or local currency where the receiving country does not allow transactions in EUR.

² By a document issued or certified by the bank.

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/F/4
B-1049 Brussels (Belgium)

Contractor

..... (Mr/Mrs/Ms + forename and name)
..... (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 Belgium.

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 Brussels.

Article I.8 Other special conditions**Definition of the term “payment request” regarding the interests for late payments**

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 45 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.4, the period of 45 calendar days shall start only on the date when both the complete payment request has been registered and the report has been approved (or the certificate of final acceptance has been signed) by the Commission, provided the Commission has itself respected the time limits set in the present Contract and its annexes for such approvals.

Data protection

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Employment, Social Affairs and Equal Opportunities DG. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

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 shall 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.

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 contractual relationship between the Commission and the Contractor.

II.1.7. In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. 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 and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. 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 penalties or liquidated damages 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 wilful misconduct or gross 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 provide compensation in the event of any action, claim or proceeding brought against the Commission 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. The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant 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 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. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. 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, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is 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 a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same article to cover pre-financing under the Contract. Such guarantee

may be replaced by a joint and several guarantee by a third party. 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 at the latest 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. 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 released 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 I the Contractor shall submit to the Commission 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 I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report 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 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 I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report 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 payment 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 properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

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 Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

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. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3. The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due 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.

Article II.7 Reimbursements

II.7.1. Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

II.7.2. Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

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 shall be 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 exist prior to the Contract being entered into.

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 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 Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

II.10.2. Unless otherwise provided by the Special Conditions, 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 duties, 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 duties, including VAT.

II.11.4. Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and 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 it 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. Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment 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 and shall bear exclusive liability for proper performance of 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 by the Commission

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;

- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

II.15.2. In case of *force majeure*, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.15.3. Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.15.4. Consequences of termination

In the event of the Commission terminating the Contract in accordance with this article and without prejudice to any other measures provided for in the Contract, 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 Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

Article II.16 Liquidated Damages

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, 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 decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision 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 by the Commission within thirty days of the receipt of such arguments, the

decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

Article II.17 Checks and Audits

II.17.1. Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.

II.17.2. The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

II.17.3. In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

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.

Article II.19 Suspension of the Contract

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

Signatures

1. For the Contractor,

..... (forename and name)

..... (position)

..... (company name)

2. For the Commission,

Jose Ramon BIOSCA DE SAGASTUY

Head of Unit - EMPL/F/4

Employment, Social Affairs and Equal

Opportunities DG

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2007/049 of

1. Background

1.1. PROGRESS Programme

1.1.1. Context

In its Social Agenda (2005-2010), the EU has set itself the overall strategic goal of promoting more and better jobs and offering equal opportunities for all. The realisation of the Social Agenda draws on a combination of instruments comprising Community legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

Until now, the open methods of coordination in the fields of employment and social inclusion/social protection were applied on the basis of two distinct Community programmes. Equally, the promotion of gender equality and of the non-discrimination principle was at the core of two distinct Community programmes. Lastly, the promotion of labour law, including health and safety regulations, was dealt with under separate measures.

With a view to fostering greater coherence and simplification in the way Community programmes are delivered, the Commission proposed that all these separate programmes now be merged into a single framework programme, PROGRESS.

Decision No 1672/2006 establishing a Community programme for employment and social solidarity – PROGRESS - was adopted by the European Parliament and the Council on 24 October 2006 and published in the Official Journal on 15 November 2006.

The overall aim of PROGRESS is to financially support the implementation of the EU objectives for employment and social affairs, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

Its purpose is to support the core functions of the European Community relating to the fulfilment of its Treaty-delegated tasks and the exercise of the powers conferred on it in the fields of employment and social affairs. It will support initiatives aimed at reinforcing the role of the Community in the following areas: proposing EU strategies; implementing and monitoring EU objectives and their translation into national policies; transposing and monitoring the uniform application of Community legislation; promoting the cooperation and coordination mechanisms between Member States, and cooperating with the social partners and organisations which represent civil society.

More specifically, PROGRESS will support:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- (4) the effective implementation of the principle of non-discrimination and the promotion of its mainstreaming in all Community policies (section 4);
- (5) the effective implementation of the principle of gender equality and the promotion of its mainstreaming in all Community policies (section 5).

The programme is divided up into five policy sections, namely: (1) Employment, (2) Social protection and inclusion, (3) Working conditions, (4) Antidiscrimination and diversity, (5) Gender equality.

In this context, PROGRESS pursues the following general objectives, as set out in Article 2(1) of the Decision:

- (1) to improve the knowledge and understanding of the situation in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;

- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community legislation, where applicable, and Community policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance awareness among stakeholders and the general public of the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of the key EU networks to promote, support and further develop EU policies and objectives, where applicable.

This call for tenders is issued in the context of the implementation of the 2007 Annual Work Programme, which can be consulted at:

http://ec.europa.eu/employment_social/progress/docs_en.html

1.2. Background of this invitation to tender

In recent years, the Members of the European Parliament have submitted many questions to the Commission asking it to adopt legislative initiatives to improve the protection of workers in the healthcare sector from the risks of infection due to injuries caused by needles and other medical instruments.

On 6 July 2006, the European Parliament adopted a Resolution concerning the protection of European healthcare workers from blood-borne infections due to needlestick injuries³. It calls on the Commission “to submit to the Parliament, on the basis of Articles 137 and 251 of the Treaty, within three months of the adoption of this Resolution, a legislative proposal for a directive amending Directive 2000/54/EC”⁴.

Despite the lack of harmonised statistics at European level on the extent and seriousness of this issue, it is a recognised fact that the staff of hospitals and healthcare services (nurses, doctors, etc.), particularly in certain services and activities (emergency, intensive care, surgical interventions, etc.), very often face the risk of infection caused by needlestick injuries and injuries caused by other sharp instruments (surgical knives, stitching devices, etc.). The consequences can be very grave, namely risks of infections liable to cause very serious illnesses such as viral hepatitis or AIDS.

Needlestick injuries are caused by the accidental perforation of the skin by a needle which may be contaminated with the blood of a patient. Contaminated needles can transmit more than 20 dangerous blood-borne pathogens, including the hepatitis B, hepatitis C and HIV viruses. These injuries mainly affect nursing staff, but doctors and other healthcare workers are also at considerable risk, as are the staff responsible for cleaning and laundry.

It is mainly as a result of percutaneous injuries caused by sharp, hollow objects which have been used to collect blood that healthcare workers contract potentially fatal blood-borne illnesses in the workplace. Some studies estimate the number of needlestick injuries at around one million a year in Europe⁵.

High-risk procedures include blood collection, intravenous cannulation and percutaneous injections. Tiny quantities of blood can transmit potentially fatal infections.

The prevalence of these infections is considerably higher in the health sector than among the general population⁶. Around 10% of the EU working population work in the health and social services sector,

³ 2006/2015(INI)

<http://www.europarl.europa.eu/sides/getDoc.do?pubRef=-//EP//TEXT+TA+P6-TA-2006-0305+0+DOC+XML+V0//EN>

⁴ Directive 2000/54/EC of the European Parliament and of the Council of 18 September 2000 on the protection of workers from risks related to exposure to biological agents at work (seventh individual directive within the meaning of Article 16(1) of Directive 89/391/EEC). *OJ L 262, 17.10.2000, pp. 21–45.*

⁵ a) EPINet Data. Dee May RGN, DMS. Study carried out between July 2000 and June 2001. b) Surveillance of Occupational Exposures in Italy: the SIROH programme, Gabriella De Carli, Vincent Puro, Vincenzo Puro, Giuseppe Ippolito, and the SIROH group, SIROH, 6 – 2002. c) EPINet Spain, 1996 – 2000. Hernandez – Navarette MJ, Arribas – Llorent JL, Campins Marti M, Garcia de Codes Ilario. d) Risk of Hepatitis C Virus Transmission following Percutaneous Exposure in Healthcare Workers, 2003 – G De Carli, V Puro, G Ippolito, and the Studio Italiano Rischio Occupazionale da HIV (SIROH) Group.

and a considerable number of them are employed in hospitals. The health sector is therefore one of the most important sectors of employment in Europe.

1.2.1. Relevant Community legislation

Framework Directive 89/391/EEC on the introduction of measures to encourage improvements in the safety and health of workers at work⁷ provides for general prevention measures to be implemented with a view to protecting the safety and health of workers. It contains minimum requirements concerning, among other things, the assessment of risks, as well as the informing, training and consultation of workers. In particular, Article 6 of this Framework Directive lays down general principles of prevention which employers are obliged to implement, namely "avoiding risks", "combating the risks at source" and "replacing the dangerous by the non-dangerous or the less dangerous".

In addition to the Framework Directive, some of the individual directives are also applicable in relation to the prevention of risks of infection among staff in the healthcare sector:

- a) Directive 2000/54/EC on the protection of workers from risks related to exposure to biological agents at work² contains provisions intended to prevent these risks and lays down specific minimum requirements in this field.
It establishes employer obligations regarding risk prevention. In particular, in the case of any activity likely to involve a risk of exposure to biological agents, the nature, degree and duration of workers' exposure must be determined in order to make it possible to assess any risk to the workers' health or safety and to lay down the measures to be taken.
- b) Directive 89/655/EEC concerning the minimum safety and health requirements for the use of work equipment by workers at work⁸ (as amended by Directives 95/63/EEC⁹ and 01/45/EC¹⁰), the aim of which is to guarantee a better level of safety for workers using work equipment, such as the medical equipment used in hospitals. The employer must pay attention to the specific working conditions and risks for workers when selecting work equipment in order to eliminate or minimise these risks. Where it is not possible to use work equipment which does not endanger the health and safety of workers, the employer must minimise these risks. Furthermore, appropriate instructions and training must be provided for workers using work equipment.
- c) Directive 89/656/EEC on the minimum health and safety requirements for the use by workers of personal protective equipment at the workplace¹¹ provides that personal protective equipment shall be used when the risks cannot be avoided or limited by technical means or by methods or procedures of work organisation. All personal protective equipment must be appropriate for the risks involved, without itself leading to any increased risk. It must correspond to existing conditions at the workplace and fit the wearer correctly.

Reference should also be made to Directive 93/42/EC¹² concerning medical devices, Annex I Part II of which provides that "The devices and manufacturing processes must be designed in such a way as to eliminate or reduce as far as possible the risk of infection to the patient, user and third parties. The design must allow easy handling and, where necessary, minimise contamination of the device by the patient or vice versa during use." The EC marking must be affixed to all medical devices used, thereby certifying conformity with the essential requirements of the aforementioned Directive before being placed on the market.

⁶ a) University of Wuppertal Hofmann F, Kralj N, Beie M. Needle stick injuries in healthcare - frequency, causes and preventive strategies. *Gesundheitswesen*. May 2002; 64(5):259-66. b) Schroebl S., Infektionsrisiko durch Nadelstichverletzungen für Beschäftigte im Gesundheitsdienst, in Dokumentationsband über die 40. Jahrestagung der Gesellschaft für Arbeitsmedizin und Umweltmedizin e.V., Rindt-Druck, Fulda 2000; fortgeführt und ergänzt, persönliche Mitteilung.

⁷ *OJ L 183 of 29.6.1989*

⁸ *OJ L 393 of 30.12.1989*

⁹ *OJ L 79 of 29.03.1996*

¹⁰ *OJ L 195 of 19.07.2001*

¹¹ *OJ L 393 of 30.12.1989*

¹² *OJ L 169 of 12.07.1993*

1.2.2. Initiatives at Community level

On 24 February 2005, the European Parliament adopted a Resolution on promoting health and safety at the workplace¹³. Among other points, this Resolution "Calls on the Commission to ensure that the Member States implement the specific preventive measures necessary to protect healthcare workers from injuries caused by needles and other medical sharps in view of the risk of infection from potentially fatal blood-borne pathogens (group 3 biological agents); notes that these should include the appropriate application of training, safe working practices and medical technology incorporating sharps protection mechanisms, and that the applicable guidance provided by the European Agency for Safety and Health at Work (FACTS 29, ISSN 1681-2123) should be employed to determine the minimum standard of protection; considers, nevertheless, that Directive 2000/54/EC also requires further revision to specifically address the risk arising from work with needles and other medical sharps".

Following this Resolution, the European Parliament adopted a Resolution on 6 July 2006 concerning the protection of European healthcare workers from blood-borne infections due to needlestick injuries. It calls on the Commission "to submit to the Parliament, on the basis of Articles 137 and 251 of the Treaty, within three months of the adoption of this Resolution, a legislative proposal for a directive amending Directive 2000/54/EC" ("biological agents at work"). The annex to the Resolution contains "detailed recommendations as to the content of the proposal requested".

The legislative amendment proposed by the European Parliament to the Directive on biological agents at work consists essentially of amendments to Articles 2 "Definitions" and 15 "Health and veterinary care facilities other than diagnostic laboratories". These amendments concern, in particular, discontinuation of the use of cannulae where other safe and effective solutions exist, the use – where they exist – of appliances with safety features, the modification of work practices that pose a risk of needle injury – including an end to the use of recapping needles – and certain specific provisions concerning the training and information provided for workers and post-exposure prophylaxis.

In December 2006, in accordance with Article 138 of the Treaty, which provides that "before submitting proposals in the social policy field, the Commission shall consult management and labour on the possible direction of Community action", the Commission launched the first stage of a consultation of the social partners on the protection of European healthcare workers from blood-borne infections due to needlestick injuries. The purpose of the consultation is initially to obtain the opinion of the social partners on a possible Community initiative on this subject.

Furthermore, in 2005, the Commission started work on the evaluation of the practical application of Directive 2000/54/EC on biological agents at work in the Member States and in the workplace. An invitation to tender was launched in 2005 with a view to selecting an external independent contractor responsible for supplying the information needed to identify the practicalities of implementing the Directive, which involved pinpointing the difficulties which might be encountered by workers, employers and the public authorities. The contractor submitted the final report in December 2006.

¹³ 2004/2205(INI). OJ C 304 E of 1.12.2005

2. Purpose of the Contract

The subject of the contract is an in-depth study of the socio-economic, health and environmental impact of a possible Community initiative on the protection of EU healthcare workers from blood-borne infections due to needlestick injuries and other sharp instruments. The study must take into account and present in a clear manner and as objectively as possible all the elements likely to have an effect on the envisaged initiatives (options 2 and 3) and the consequences of a lack of action (option 1 status quo), in particular health-related aspects (e.g. the number of actual accidental injuries and the possible rate of reduction), social aspects (e.g. reduction of absenteeism, impact on employment, gender issues, etc.), economic aspects (e.g. direct and indirect costs linked to a potential initiative, including the administrative costs and the cost/benefit ratio) and environmental aspects (e.g. waste management).

The impact study must provide a quantitative and qualitative analysis of the potential effects of adopting a Community initiative, and of a possible combination of a number of initiatives of varying scope. The following options must at least be analysed in detail:

Option 1: No action. The European Union does not take any new initiatives in this field. The Community and national regulatory provisions on the subject are considered to be sufficient and remain in force.

Option 2: Community initiative(s) of a non-binding nature for the Member States, such as:

- the production of practical guides for the dissemination of good practices for prevention and risk assessment;
- the adoption of a Community recommendation encouraging the Member States to take the necessary measures to improve prevention and worker protection, in particular through the detailed and rigorous implementation of existing legislation;
- the launch of an information campaign by the European Agency for Safety and Health at Work to raise awareness among workers and employers of the need for greater compliance with the prevention and worker protection measures;
- the establishment of voluntary agreements at European or sectoral level between the social partners (representatives of workers' and employers' organisations) containing voluntary measures to improve prevention and worker protection.

Option 3: Legislative initiative at Community level to amend Community legislation on the protection of the health and safety of workers, and more particularly Directive 2000/54/EC (biological agents at work), in order to introduce stricter specific measures for prevention and protection, namely:

- the use of instruments – such as syringes and needles – with safety features;
- the use of safe and effective systems to minimise the use of cannulae;
- the modification of work practices which pose a risk of needle injury in order to make them safer;
- a complete end to the recapping of needles;
- the training of workers in the safe use and disposal of needles and other medical sharps in special containers intended for this purpose, and in the correct handling of these containers;
- the general provision of written instructions and notices indicating the procedures to be followed in the event of an accident or incident involving needles or other medical sharps;
- immediate and effective response and follow-up to any accidental exposure, including rapid post-exposure prophylaxis;
- the offer of vaccination against hepatitis B to all workers who may come into contact with needles and other medical sharps;
- the recording in a special register of all injuries caused by needles or other medical sharps.

Option 4: Legislative initiative at Community level to amend Directive 93/42/EEC on medical devices with a view to reducing risks "at source" through the establishment of the "essential requirement" for needles, syringes and other medical sharps to be fitted with safety features in order to avoid risks of accidental injury.

For each of the aforementioned options, the study must give a clear, systematic presentation of the foreseeable effects in order of importance and probability.

3. Tasks to be performed by the Contractor

(including description of output documents to be created by the Contractor and submitted to the Commission for its approval)

3.1 Description of the tasks

In particular, the following tasks must be carried out, for which the Contractor must follow all the analytical stages and the global approach laid down in the Commission's "Impact Assessment Guidelines"¹⁴ SEC/2005/791, taking account of any updates:

The Contractor must draft a final report including the impact assessment, which must above all cover certain analytical questions:

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¹⁴ (http://ec.europa.eu/governance/impact/docs/key_docs/sec_2005_0791_en.pdf; http://ec.europa.eu/governance/impact/docs/key_docs/sec_2005_0791_anx_en.pdf; It is also advisable to align the methodology to the EC Evaluation Guide (http://europa.eu.int/comm/budget/evaluation/pdf/pub_eval_activities_full_en.PDF) which presents distinctive tools used in the structuring phase, the collecting phase, and the analysing and judging phases.

a) Problem definition:

- What is the actual nature, scope, magnitude and development of the problem of accidental injuries caused by needles and other sharps?
- What, in particular, are the effects in terms of health at work for the affected workers (e.g. number of infections, effects on absenteeism, psycho-social effects)?
- What are the consequences for healthcare establishments and services (e.g. in terms of loss of efficiency, additional costs, organisational effects)?

b) Impact assessment:

- What would be the quantifiable effects of implementing each of the options?
- What would be the most probable economic impact (including aspects relating to the competitiveness and efficiency of health institutions and national health services, access to health services and direct and indirect health costs and organisational and administrative costs), social impact (e.g. a reduction in absenteeism, the impact on employment, gender issues), and environmental impact (e.g. impact on the waste collection, management and recycling procedure, including potential risks for the staff responsible for handling such waste)?
- What would be the impact of each of the options in terms of work organisation (e.g. organisational measures required and impact on the workload for the implementation of each of the options)?
- What would be the impact of each of the options in terms of reducing risks to the health and safety of workers? What would be the "residual" risks not covered by the measures involved in each option?

c) Comparing the options:

- What would be the objective advantages and disadvantages of each of the options? In particular, a presentation of the comparison between options 2, 3 and 4 in relation to option 1 (no action).
- Which option or combination of options could offer the best results? In this context, special attention should be paid to the principles of subsidiarity and proportionality.

d) Evaluation and monitoring:

- What measures would need to be implemented for the ongoing evaluation of the results for each of the options?

The study must take account of, and make explicit reference to, the most important and up-to-date analyses, reports and articles featured in relevant technical and scientific publications. The study must also provide a description and analysis of the effectiveness of the measures adopted in this field by the Member States of the European Union and other developed countries – particularly the United States following the adoption in 2000 of the "Needlestick Safety and Prevention Act" – together with objective information permitting an evaluation of the impact of these American regulations in practice and a comparison between the situation in the EU and in the United States.

The Contractor must submit a final report containing all the aforementioned elements, structured in a logical, coherent and comprehensible manner.

An interim report will first be presented to the Commission according to the time schedule indicated below.

3.2. Guide and details of how the tasks are to be carried out

The Contractor must prepare the methodology for carrying out the impact assessment. In its bid, the Contractor must describe the stages in the assessment, presenting the various methodologies proposed for each stage (structure, data collection, analysis and opinion).

The bid must include an outline of the final report.

For the implementation of the assessment, the Contractor must take into account and comply with the needs of the Commission and the existing rules on impact assessments ("Impact Assessment Guidelines"¹⁵, EU Administrative Cost Model¹⁶, minimum consultation standards, etc.).

The final report must show that the various options have been analysed in detail. All the information collected during the analysis process must be included in annexes, in order to facilitate a clear understanding of the arguments used. The summary of the final report must be written and laid out in such a way as to allow a non-specialist to follow the reasoning of the assessment.

The aim of the PROGRESS Programme is to promote gender mainstreaming in all five of its policy sections and in the commissioned or funded activities. Consequently, the Contractor will take the necessary steps to ensure that its proposed team and/or staff respects the gender balance at all levels. It will also pay due attention where appropriate to the gender dimension of the service it is asked to deliver, as detailed in the description of tasks.

Equally, the needs of disabled people shall be duly acknowledged and met while performing the requested service. This will in particular entail ensuring equal access for people with disabilities to the facilities or services provided where the Contractor organises training sessions and conferences, issues publications or develops specialist websites.

Lastly, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. The Contractor shall therefore foster an appropriate mix of people, irrespective of their ethnic origin, religion, age and qualifications.

In its activity report accompanying the request for the final instalment, the Contractor will be required to detail the steps and measures it took to meet these contractual provisions.

4. Expertise required ¹⁷

See Annex IV.

Specific requirements other than those mentioned in Annex IV

To carry out these tasks, the tenderer must show that it has a team with proven experience in carrying out impact assessments and in the specific field of the prevention of risks to the health and safety of healthcare workers, particularly biological risks. It must also demonstrate its ability to carry out the tasks involved in carrying out the impact assessment.

5. Schedule of reports – Terms for approval, structure and content

See Article I.4.

¹⁵ Impact Assessment Guidelines SEC (2005) 791

http://ec.europa.eu/governance/impact/docs/key_docs/sec_2005_0791_en.pdf

Annexes to Impact Assessment Guidelines

http://ec.europa.eu/governance/impact/docs/key_docs/sec_2005_0791_anx_en.pdf

¹⁶ Annex 10 to IA Guidelines (http://ec.europa.eu/governance/impact/docs/sec_2005_0791_anx_10_en.pdf).

¹⁷ See Article II.1 as regards the replacement of experts.

Specific requirements other than those mentioned in Article I.4 (e.g. schedule of interim reports)

.....

The work is to be carried out in not more than six (6) months from the date of signature of the contract. It will cover the following stages:

- (1) During the first month, an initial meeting with the European Commission (Unit EMPL F/4), assisted by a Monitoring Group (MG), will be held in Luxembourg or Brussels. The Contractor will be invited to take part in this meeting in order to present its work plan and discuss practical methods of executing the contract and the work.
- (2) Not more than three (3) months after signature of the contract, the Contractor will present to the European Commission (Unit EMPL F/4) an interim report (in hard copy and in standard electronic format) describing the progress of work in relation to the timetable laid down, a summary of the results obtained so far and initial draft conclusions. The interim report must be in English and French. The Commission (EMPL F/4) will submit this report as soon as possible to the MG, which will meet during the month after it receives the interim report to discuss and, if necessary, provide guidance for the continuation and finalisation of the work. The conclusions of the meeting of the MG will be taken into account by the Contractor in preparing its draft final report. The Contractor will be invited to attend this meeting of the MG.
- (3) Not more than five (5) months after signature of the contract, the Contractor will present to the European Commission (Unit EMPL F/4) a draft final report in English and French. This will be again examined by the Monitoring Group during a meeting to be held in Luxembourg or Brussels within fifteen (15) days of receipt of the draft final report by the Commission (EMPL/F4). The Contractor will also be invited to attend this meeting of the MG.
- (4) The European Commission (Unit EMPL F4) may submit objections and comments to the Contractor within fifteen (15) days of receipt of the draft. The Contractor will then have fifteen (15) days to present its final report, taking these objections and comments into account or presenting another point of view. When submitting the final report, the Contractor may obtain written confirmation of acceptance.

Notes:

The draft final report and the final report will include a summary of the main results obtained. The methodology and detailed work plan, and the various reports mentioned in this section, must be submitted to the European Commission (Unit EMPL F/4) in triplicate on paper and in a standard electronic format. The Contractor must also provide a copy of the information collected and used in drawing up the final report. At the request of the Contractor, this information will be treated as confidential.

6. Schedule of audits to be carried out in accordance with Article II.17 of this Contract

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7. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

| Description | Unit price in € | Max. No of units | Unit type | Sub-total per item | Total amounts in € |
|---|--------------------|------------------------|--------------|-----------------------|-----------------------|
| FEES AND DIRECT COSTS (fixed prices) | | | | | |
| Experts' fees (to be specified for each expert) | | | | | 0,00 |
| Details | 0,00 | 0 | w.d. | 0,00 | |
| Other direct costs (to be specified) | | | | | 0,00 |
| Details | 0,00 | 0 | unit | 0,00 | |
| Sub-total "Fees and Direct Costs" (Art. I.3.1) | | | | | 0,00 |
| REIMBURSABLE EXPENSES (max. prices) | | | | | |
| Travel expenses | | | | | 0,00 |
| Journeys for experts as mentioned in Annex I | | | | | |
| Details | 0,00 | 0 | trip | 0,00 | |
| Provision for supplementary journeys effected upon request of the Commission | | | | | |
| Details | 0,00 | 0 | trip | 0,00 | |
| Accommodation expense | | | | | 0,00 |
| Hotel for experts as mentioned in Annex I | | | | | |
| Details | 0,00 | 0 | pers. | 0,00 | |
| Provision for supplementary accommodation upon request of the Commission | | | | | |
| Details | 0,00 | 0 | pers. | 0,00 | |
| Subsistence expense | | | | | 0,00 |
| Subsistence expenses for experts as mentioned in Annex I | | | | | |
| Details | 0,00 | 0 | w.d. | 0,00 | |
| Provision for supplementary subsistence upon request of the Commission | | | | | |
| Details | 0,00 | 0 | w.d. | 0,00 | |
| Shipment and/or other reimbursements (to be specified) | | | | | 0,00 |
| Details | 0,00 | 0 | unit | 0,00 | |
| Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above) | | | | | |
| Calculation base | 0,00 | | | | |
| Contingencies: approx. % of calculation base | | 0 | % | 0,00 | |
| Sub-total "Reimbursable Expenses" (Art. I.3.3) | | | | | 0,00 |
| Overall Total | | | | Maximum | 500,000 € |

w.d. = 1 working day for 1 expert

Additional information to the Breakdown of prices

See attached document: pages.

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the

Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ¹⁸ in the required format(s), but does not include the reimbursable expenses defined below.

N.B. Duration of the services: This includes, besides the time necessary for the carrying out of the services themselves, the necessary time for preparatory work, trips and travelling back and forth between the offices of the Contractor and/or the expert(s) and the places where the services are being carried out and for meetings with the services of the Commission, as well as time for the preparation of reports and output documents related to the work.

2.2. Reimbursements

If the reimbursement of expenses is foreseen in the Special Conditions, the Commission will reimburse only:

- the subsistence expenses of the Contractor and his staff,
- travel expenses (other than local transport costs),
- expenses for the shipment of equipment or unaccompanied luggage,

directly connected with performance of the tasks specified in Article I.1. of this Contract.

2.2.1 DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries. They will be paid for each calendar day spent on mission away from the usual place of work, provided that the corresponding assignment is of a short-term nature. The DSA will vary according to the country in which the missions are to be carried out.

Daily subsistence allowances (DSA) are to be calculated as follows according to the length of the mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: 0.5 DSA;
- more than 12 hours, but not more than 24 hours: 1 DSA;
- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

The agreed rates (in EUR per calendar day) to be used for the purposes of the present Contract are set as follows:

| Destinations | DSA in EUR | Maximum hotel price in EUR | Destinations | DSA in EUR | Maximum hotel price in EUR |
|-------------------|------------|----------------------------|--------------------|------------|----------------------------|
| AT Austria | 95,00 | 130,00 | IT Italy | 95,00 | 135,00 |
| BE Belgium | 92,00 | 140,00 | LT Lithuania | 68,00 | 115,00 |
| BG Bulgaria | 70,00 | 205,00 | LU Luxembourg | 92,00 | 145,00 |
| CY Cyprus | 93,00 | 145,00 | LV Latvia | 66,00 | 145,00 |
| CZ Czech Republic | 75,00 | 155,00 | MK Macedonia | 50,00 | 160,00 |
| DE Germany | 93,00 | 115,00 | MT Malta | 90,00 | 115,00 |
| DK Denmark | 120,00 | 150,00 | NL The Netherlands | 93,00 | 170,00 |
| EE Estonia | 71,00 | 110,00 | PL Poland | 72,00 | 145,00 |
| EL Greece | 82,00 | 140,00 | PT Portugal | 84,00 | 120,00 |
| ES Spain | 87,00 | 125,00 | RO Romania | 60,00 | 170,00 |
| FI Finland | 104,00 | 140,00 | SE Sweden | 97,00 | 160,00 |
| FR France | 95,00 | 150,00 | SI Slovenia | 70,00 | 110,00 |
| HR Croatia | 60,00 | 120,00 | SK Slovakia | 80,00 | 125,00 |
| HU Hungary | 72,00 | 150,00 | TR Turkey | 55,00 | 165,00 |
| IE Ireland | 104,00 | 150,00 | UK United Kingdom | 101,00 | 175,00 |

¹⁸ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

2.2.2 *Travel expenses*

Travel expenses shall be reimbursed following the provisions of Article II.7.3.

3. Additional provision

It is understood that the Parts “Fees and Direct Costs” and “Reimbursable Expenses” are set as provisions only. They constitute a maximum for the overall cumulative value of all services rendered by the Contractor under the present Contract – they will be due only if services are actually rendered to the Commission according to this Contract and its Annexes, both in quantity and in quality.

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ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

| <i>Level of qualification</i> | <i>Category of personnel</i> |
|-------------------------------|---|
| I | Highly qualified expert having assumed important responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 15 years professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed. |
| II | Highly qualified expert having assumed responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 10 years professional experience of which at least 4 must be connected with the professional sector concerned and the type of tasks to be performed. |
| III | Certified expert having received a high-level training in his/her profession, recruited for his/her thought and creativity skills as regards professional practise. He/she must have at least 5 years professional experience of which at least 2 must be connected with the professional sector concerned and the type of tasks to be performed. |
| IV | Junior expert, newcomer to the profession but holding a university degree or equivalent training related to the professional sector concerned and the type of tasks to be performed. |

2. List of experts assigned

| <i>Full names of experts assigned</i> | <i>Level of Qualification (I to iv, see above)</i> |
|---------------------------------------|--|
| M..... | |
| M..... | |
| M..... | |
| M..... | |

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

- **(option 1: the Contractor is subject to VAT and his place of fiscal imposition is in Belgium)**

Local supplies and services

Supplier with fiscal imposition place in Belgium – delivery address in Belgium

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, par. 3.3, VAT Code).
The European Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

2. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified.

In view of VAT exemption, invoices addressed to the European Commission should bear the mention: “Exonération de la TVA, article 42, § 3.3, du code de la TVA” or “Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

The above indication is given only as piece of information. The Contractor must refer to the Belgian national laws.

- **(option 2: the Contractor is subject to VAT and his place of fiscal imposition is a Member State other than Belgium)**

Intra-community supplies and services

Supplier with fiscal imposition place in a Member State other than Belgium – delivery address in Belgium

1. VAT exemption level

The European Commission benefits of a direct exemption of VAT for all invoices of EUR 123.95 and more.

2. Use of form 15.10

To allow the Contractor to justify to the fiscal authorities an invoicing to the European Commission using a 0% VAT rate (direct exemption) or to enable the benefit of the exemption by reimbursement, it is necessary to use the form 15.10.

These forms have recently been up-dated, and the new versions are the only ones to remain in official use. They entered into force on 01.04.1997, with a new ref. XXI/03278 – 01.04.1997.

See attached document: 2 pages and 1 page of explanatory notes.

3. Signature of the form 15.10 – Delegation of signature

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the European Commission – ref. ET 76430 of 22.12.1992 (This ref. No should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by the Director General of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified. Concerning the direct VAT exemption or VAT exemption by the way of reimbursement, the invoice shall bear all the necessary mentions.

The above indication is given only as piece of information. The Contractor must refer to the national laws in force in his Member State of fiscal imposition.

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- ▶ **(option 3: the Contractor is not subject to VAT)**

Not applicable to the present Contract.

- ▶ **(option 4: the country of fiscal imposition of the Contractor is unknown)**

Provisions to be applied depending on the country of fiscal imposition of the Contractor..

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