



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration

**Inclusion, Social Policy Aspects of Migration, Streamlining of Social Policies**

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### Study Service Contract

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*Contract title*

**STUDY ON STAKEHOLDERS' INVOLVEMENT IN THE IMPLEMENTATION OF THE OPEN METHOD OF COORDINATION IN SOCIAL PROTECTION AND SOCIAL INCLUSION – FINANCED UNDER THE PROGRESS PROGRAMME**

*Contract reference No*

**VC/2008/0325**

The above title and reference No **must** be quoted in **all** correspondence with the Commission.

*Contractor*

.....  
.....

#### Other administrative information

*Department*

**DG EMPL/E/2**

*Prior information*

O.J. ref. No of notice publication: —

*Call for tender*

DG EMPL ref. No: VT/2008/059 of .....

*Tender information*

O.J. ref. No of notice publication: —

*EPIC*

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

*Databases*

SMART record No: .....

*Service category*

No: A27

#### 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 Antonia  
CARPARELLI, Head of Unit - EMPL/E/2, 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/2008/059 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.

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## I. **Special conditions**

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### Article I.1 **Subject**

**I.1.1.** The subject of the Contract is the following study: **STUDY ON STAKEHOLDERS' INVOLVEMENT IN THE IMPLEMENTATION OF THE OPEN METHOD OF COORDINATION IN SOCIAL PROTECTION AND SOCIAL INCLUSION – FINANCED UNDER THE PROGRESS PROGRAMME.**

**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 18 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 350 000.00 covering all tasks executed.

**I.3.2. *Price revisions***

Not applicable.

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

Not applicable.

### 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 or 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,

provided the report has been approved by the Commission.

The Commission shall have 60 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,

provided the report has been approved by the Commission.

The Commission shall have 60 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 <sup>1</sup>, identified <sup>2</sup> 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:

#### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/E/2  
B-1049 Brussels (Belgium)

<sup>1</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>2</sup> By a document issued or certified by the bank.

**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 60 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 60 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.

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## **II. General conditions**

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### **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 and set out the reasons for the suspension 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 shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, 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 acknowledgement 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,

Antonia CARPARELLI

Head of Unit - EMPL/E/2

Employment, Social Affairs and Equal  
Opportunities DG

Done at ..... (*place*), Done at Brussels,

..... (*date*) ..... (*date*)

In duplicate in English.

Draft  
Draft

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## Tender Specifications and Monitoring

### ANNEX I

Tender No. VT/2008/059 of .....

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#### 1. Title of the contract

STUDY ON STAKEHOLDERS' INVOLVEMENT IN THE IMPLEMENTATION OF THE OPEN METHOD OF COORDINATION IN SOCIAL PROTECTION AND SOCIAL INCLUSION - FINANCED UNDER THE PROGRESS PROGRAMME - Reference n° VT/2008/059

#### 2. Background

The Social Agenda (2005-2010)<sup>3</sup> has fixed as its overall strategic goal to promote more and better jobs and to offer equal opportunities for all. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

The Decision n°1672/2006<sup>4</sup> establishing a Community programme for employment and social solidarity – PROGRESS was adopted by the European Parliament and the Council on 24 October and published in the OJ on 15 November.

PROGRESS aims at supporting the core functions of the European Community towards fulfilling its Treaty-delegated tasks and powers in its respective areas of competence in the employment and social sphere. *PROGRESS's* mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that end, PROGRESS is instrumental in:

- providing analysis and policy advice on PROGRESS policy areas;
- monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;
- promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- relaying the views of the stakeholders and society at large.

More specifically, PROGRESS supports:

- (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);

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<sup>3</sup> For information on the Social Agenda see: [http://ec.europa.eu/employment\\_social/social\\_policy\\_agenda/social\\_pol\\_ag\\_en.html](http://ec.europa.eu/employment_social/social_policy_agenda/social_pol_ag_en.html)

<sup>4</sup> Official Journal L 315 of 15.11.2006, p. 1–8

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:315:0001:0008:FR:PDF>

- (4) the effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- (5) the effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

The present Call for tenders is issued in the context of the implementation of the 2008 annual plan of work which is consultable at the Progress' website:

[http://ec.europa.eu/employment\\_social/progress/docs/progress\\_005\\_en.pdf](http://ec.europa.eu/employment_social/progress/docs/progress_005_en.pdf)

EU Member States and the European Commission consider the participation of the stakeholders as one of the central objectives of the coordination of social inclusion policies in the Member States.

Participation of citizens in policy development is crucial for democracy and increases the quality of the policy-making. Good governance, transparency and the involvement of stakeholders in the design, implementation and monitoring of policy is one of the overarching objectives of the Open Method of Coordination on Social Protection and Social Inclusion.

Member States are regularly asked to report on measures to meet this objective. The Joint Report on Social Protection and Social Inclusion provides some evidence that governance of EU and national social policies is actually being strengthened and that stakeholders, including the people directly affected by poverty and exclusion, are increasingly involved in preparing social programmes and measures.

Still, the quality of the involvement leaves a lot to be desired, since the stakeholders' role is still weak in the phase of policy conception and is only rarely extended to the implementation and follow-up of policies. The degree and quality of involvement are also very different across the Member States.

Moreover, there is a need to develop appropriate methodological tools and criteria to assess and compare the extent and the quality of this involvement in the different Member States.

### **3. Subject of the contract**

The study will analyse the key challenges in relation to the governance dimension of the revised Common objectives for the fight against poverty and social exclusion adopted by the Council in March 2006, and in particular of the involvement of stakeholders, and will assess the effectiveness of measures and mechanisms in place in meeting these challenges.

It will be based on action-oriented research and analysis – including on the basis of an appropriate literature review.

It will aim at identifying, describing, and analysing the different ways in which stakeholders are involved in the EU-led open method of coordination in the Member States in a cross-comparative perspective, and proposing a methodology to the Commission for further work on participation and governance-related issues in the context of the Open Method of Coordination.

The study will also analyse – in the light of the existing institutional setting in the Member States – the main characteristics and issues at stake related to the stakeholders' role in designing, monitoring and assessing social inclusion policies at sub-national level.

Finally, the study will identify examples of good practice that could be disseminated among the Member States and discussed at the Social Protection Committee.

The study will ultimately support the implementation of better policies and the improvement of governance in the fields of social inclusion and social protection policy, thereby contributing to the implementation of the Open Method of Coordination in the social sphere. It should help in drawing Commission's guidelines on the degree and quality of the stakeholders' involvement, including through specific assessment grids and indicators.



## 4. Tasks to be carried out by the contractor

### 4.1 Description of the tasks

The study will firstly draw on existing research and data and be based on a preliminary review of literature on participation and involvement of stakeholders in the elaboration, monitoring and assessment of the social inclusion policies in the Member States, in the context of the Open Method of Coordination. The study must also take account of international studies and experiences in the broader area of participation to policy-making.

The study should cover the 27 Member States.

The contractor will also select a sample of Member States (minimum of 8 countries) for further analytical work (case studies).

The contracting party will undertake the following tasks:

#### 1. Carry out the study – identifying in particular:

- the actors involved (relevant ministries and agencies; representatives of national, regional and local governments, NGOs; social partners; social services providers; users' associations; voluntary sector; people experiencing poverty, etc.) as well as the criteria set by the public authorities to involve these partners;
- the methods tested by Member States for gathering the views of these actors (national consultative meetings or committees; discussion seminars or fora; working groups; workshops; questionnaires; video-conferences; facilities for "interactive" consultation of small groups of stakeholders; etc.);
- at which stage(s) of the process the involvement takes place (agenda setting; problem analysis; policy development; decision making; implementation; monitoring; evaluation) including any evidence of consultation mechanisms thought for specific groups (e.g. children and young people; migrants; people with disabilities; etc.);
- the nature of this involvement (information; exchange of views; consultation; advice; etc.) and the extent to which Member States have set mechanisms to ensure a real involvement, including setting appropriate time schedule and providing adequate resources;
- the specific initiatives taken by Member States to take account of the voice of people experiencing poverty (participation in consultative seminars; involving NGOs representatives in steering groups; specific enquiries; studies; development of "participatory methodologies"; etc.) and if these initiatives are coupled with an appropriate level of resources and facilitation techniques (e.g. opportunities for capacity building; specific toolkits; training; professional facilitators; etc.);
- the specific arrangements for stakeholders involvement in the implementation phase (round tables, seminars, national or regional conferences; use of National anti-poverty umbrella; setting up a formal stakeholders group) as well as to review and assess progress regularly;
- arrangements to better articulate the priorities set at national level with the responsibilities of regional or local authorities (specific co-ordination committees; work on targets and indicators; multi-annual outcome targets for national policy priorities; methodology or common framework for creating local and regional action plans; etc.) and to strengthen co-operation and co-ordination between central, regional and local authorities;
- any kind of information and guidance (website; media campaigns; ad-hoc publications; dissemination of NAPs; events; public debates; public opinion surveys;

etc.) provided to the citizens about social inclusion policies, as well as any kind of information, involvement, debate at the level of the national parliaments related to the elaboration, monitoring and assessment of the national inclusion policies;

- any clear evidence that Member States have been learning from one another throughout these years of implementation of the OMC and examples of good practice across the EU that can assist Member States to strengthen their systems and improve the quality of stakeholders' involvement.

This will be done through study visits and/or sending questionnaire(s) or conducting telephone interviews to get viewpoints from relevant organisations, including national, regional and local authorities, research institutes, and civil society's representatives. An assessment grid setting the main elements and criteria to assess the quality of the participation of the stakeholders in the implementation of the OMC will also be prepared.

The template for discussion that will be used to guide the exchange, the assessment grid, the questionnaire or other material will have to be discussed and agreed upon in advance by the Contracting Authority.

For each Member State, and based on the assessment grid mentioned above, a country report will present in short the situation in each of the Member State – in English and in the language of the country which the report is referring to – should be drafted with indications of the people interviewed.

## **2. Organise a seminar**

The contractor will present the interim findings of this work in a draft report – including a first draft of recommendations on “quality participation assessment criteria” – and test these at a two half-day seminar during the eleventh month of the contract. This would involve relevant policy makers, experts and social partners and NGOs working in the area of fighting poverty and social exclusion. The costs of the seminars are to be covered by the contractor.

The organisation of the seminar must include:

- identifying the participants and agreeing this with the Commission (about 70 participants);
- identifying appropriate venue, including in terms of accessibility for participants with disabilities;
- reserving seminar rooms with appropriate audiovisual equipment, technical support and a stand for documentation;
- providing coffee breaks and refreshments during the seminar;
- sending invitations to participants and being responsible for the communication on all organisational issues;
- drafting the agenda and the minutes in cooperation with the Commission;
- handling all relevant documents, before and after the seminar;
- identifying and inviting the speakers in agreement with the Commission (it may be necessary to foresee fees for some of them);
- handling the accommodation and transport reservation and reimbursement of participants, speakers and experts.

## **3. Finalise the study**

- amend the study in the light of the conclusions of the seminar;

- include in the final study a 5/6 pages executive summary for wide dissemination;
- in addition to the study and executive summary, realise an 8 pages paper leaflet in English, French and German for wide dissemination.

## 4.2 Execution of tasks detailed in the contract

### *Quality and participatory process*

The credibility and legitimacy of the whole exercise which is at stake will very much depend on the process that will be followed mainly for defining the conceptual framework. Therefore, the Contracting Authority attaches the utmost importance to the process that will guide the carrying-out of the services to be performed by the Contractor. Quality and participatory process is consubstantial of the requested services and an absolute prerequisite for their successful performance.

### *Deliverables of the study*

The study shall consist of the following deliverables:

- An **assessment grid** – to be agreed upon with the Commission – setting the main elements and criteria to assess the quality of the participation of the stakeholders in the implementation of the OMC.
- **27 Country reports**, based on the assessment grid. These reports should not be longer than 2/3 pages for each country and should be made available in EN and the language of the country which they refer to.
- A minimum of **8 "case studies" reports** on the selected sample of Member States mentioned above under point 5.1.
- **A report presenting the outcome of the examination of stakeholders' involvement in the implementation of the OMC – including recommendations on "quality participation assessment criteria"**. This report should not be longer than 50 pages and should be made available in EN, FR and DE and in electronic and paper format.
- **Discussion paper** – This part of the report should be of 15 pages maximum (in addition to the key points mentioned below, under point 7.3). It would serve the purpose of feeding into the debate that the European Commission will conduct together with the Member states' authorities for further work on participation and governance-related issues in the context of the Open Method of Coordination. The paper should be made available in EN, FR and DE and in electronic and paper format.
- **A final activity report** in English presenting the main elements related to the conduct of the study by the Contractor. It should also comprise among other things as annexes missions and meetings reports.

## 4.3 How the activities should be carried out

The PROGRESS Programme aimed at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that:

- Gender equality issues are taken into account when relevant for the drafting of the technical offer/proposal by paying attention to the situation and needs of women and men;
- Implementation of the requested tasks includes a gender perspective by considering systematically women and men dimension;

- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed.
- Its proposed team and/or staff respects the gender balance at all levels.

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

Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. This entails that the Contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability.

The Contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions.

#### **4.4 *Contacts with the Contracting Authority***

In executing this contract, the Contractor will be expected to work closely with the Contracting Authority and the Contractor should, to that end, foresee the need for at least 4 meetings. Moreover, the possibility of oral presentations, with the Commission in Brussels to display the conclusions of the work carried out so far with the view of refining and amending if needed the various deliverables, should be foreseen.

Budgetary provisions should therefore be earmarked. To perform the services requested, missions abroad will be necessary. The planning of missions to be submitted with the inception note will have to be first approved by the Contracting Authority. Budgetary provisions should also be earmarked in case publication(s) or data related to the proposed services have to be purchased for the purpose of fulfilling the contract.

### **5. Professional qualifications required**

See Annex IV.

### **6. Time schedule and reporting**

See Article I.2.

The period of execution of the contract is maximum **18 months**. The contract will actually start after both parties have signed the contract.

#### **6.1 Reporting**

The study is expected to produce an inception report, and interim report and a final report, on the basis of the following indicative schedule.

- Kick-off meeting – to prepare for this meeting the contractor is expected to provide a short discussion paper (~ 21 days after project start) including a first draft of a grid to assess the quality of the participation of the stakeholders in the implementation of the OMC mentioned above, under 5.2
- Inception report (mid-month 3)
- Meeting between contractor and Commission representatives to discuss the inception report (end month 3)

- Draft interim report (mid-month 8) – including the 27 country reports and the 8 "case studies" reports
- Meeting between contractor and Commission representatives to discuss the interim report, and to discuss where further analysis is required (end month 9)
- Interim report (end month 10) to be presented and tested at the seminar which will take place at month 11
- Delivery of a draft final report (month 17) taking account of the results of the seminar
- Meeting with the Commission to discuss draft final report (mid-month 18)

On each of the meetings the consultants are expected to present the actual state of the project and the most important new findings/elements.

The **inception report** must be submitted in English within 10 weeks after the date of signature of the contract by the last of the two parties. The contracting authority will comment on the inception report within fourteen calendar days of its receipt. The inception report should set out in details the methodology that will be used for undertaking the requested services. In particular, the note will present the details of the stakeholders identified at Community, national and sub-national levels and a draft template that would guide the discussion with them, as well as the assessment grid, the questionnaire or other material to be used.

The **draft interim report** must be submitted in English plus electronic version within eight months of the date of the signature of the contract by the last of the two parties. The contracting authority will comment on the interim report within – thirty calendar days of its receipt.

The **interim report** must be submitted in English in 1 original and 2 copies plus electronic version within ten months of the date of the signature of the contract by the last of the two parties. It should provide preliminary findings – including a first draft of recommendations on “quality participation assessment criteria” – to be presented and tested during the seminar which will take place in the eleventh month from the signature of the contract by the last of the two parties. The contracting authority will comment on the interim report within sixty days of its receipt.

The **draft final report**, including a draft executive summary, a discussion paper and the final activity report, must be submitted in English within 17 months of the date of signature of the contract by the last of the two parties. It must take into account the results of the seminar mentioned above. The contracting authority will comment on the draft final report within sixty days of its receipt. The consultant is expected to send 3 copies of the draft final report to the contracting authority.

This document must provide the conclusions of the Contractor in respect of the questions raised within the terms of reference and must be clearly based on evidence generated through the study. The analysis provided must be clear and explicit. The draft final report should also contain recommendations developed on the basis of the conclusions reached by the Contractor.

It is essential that the report be clear, unambiguous and comprehensible for the non-specialist. Any potential reader must be able to understand:

- a complete description of the work done;
- a presentation of the results obtained;
- any comments, suggestions or recommendations judged useful or necessary by the Contractor

The **final report and executive summary** must be submitted one month after the approval of the draft final report. The contracting authority will comment on the final report within sixty days of its receipt.

The Contractor is expected to send a total of **three (3) paper copies** of the final report to the responsible body and **the electronic versions** of the documents.

The report as well as the executive summary must be provided in English. It must take into account the results of the assessment of the draft final report and discussions with the contracting authority on the draft final report insofar as these do not interfere with the autonomy of the Contractor in respect of their conclusions.

## 6.2 Additional requirements

*Additional requirements* (specific deadlines for the performance of tasks):

In addition to the above:

- The Contractor will be expected to meet with the relevant Commission services with the view of preparing the inception note.
- Oral presentations in Brussels might be considered. In that context, the Commission will inform well in advance of the scheduled dates and objectives of the presentations.

## 6.3 Progress reporting requirements

1- As a matter of principle, with a view to favouring appropriate monitoring and valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide for each of the tasks required under the present Call

- Presentation of their key points in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German. Other Community languages would be welcome, though not compulsory.
- An executive summary in 5/6 pages in English, French and German unless otherwise specified in the section "tasks to be carried out",

2- In accordance with the General conditions, the Contractor is under the obligation to acknowledge that the present service is delivered on behalf of the Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars, as follows.

*This publication/conference/training session is supported by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme is managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.*

The seven-year Programme targets all stakeholders who can help shape the development of appropriate and effective employment and social legislation and policies, across the EU-27, EFTA-EEA and EU candidate and pre-candidate countries.

The Programme has six general objectives. These are:

- (1) to improve the knowledge and understanding of the situation prevailing 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 law, where applicable, and

- 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 the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
  - (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

For more information see:

[http://ec.europa.eu/employment\\_social/progress/index\\_en.html](http://ec.europa.eu/employment_social/progress/index_en.html)

For publications it is also necessary to include the following reference: "The information contained in this publication does not necessarily reflect the position or opinion of the European Commission"

With regard to publication and any communication plan linked to the present service, the Contractor will insert the European Union logo, and if any another logo developed for the employment and social solidarity fields, and mention the European Commission as the Contracting Authority in every publication or related material developed under the present service contract.

*PROGRESS* will be implemented through a results-based management - RBM. Managing for outcomes and results is about working to maximise results for European citizens. This includes:

- Identifying the most important results for European citizens;
- Managing for these results, including setting clear desired results, implementing plans based upon these results and learning about 'what works' in the process;
- Seizing opportunities to work together whenever this helps achieve the results.

As a first step, a Strategic Framework for the implementation of *PROGRESS* has been developed in collaboration with Member states and organisations from the civil society. The Strategic Framework provides the framework for implementing *PROGRESS*, complemented by the Performance Measurement, which defines *PROGRESS* mandate, its long-term and specific outcomes. See in Annex I the overview of *PROGRESS* performance measurement framework. For more information on the strategic framework, please visit *PROGRESS* website: [http://ec.europa.eu/employment\\_social/progress/framework\\_en.htm](http://ec.europa.eu/employment_social/progress/framework_en.htm)

The Commission will in that context monitor the effect of *PROGRESS* supported or commissioned initiatives and consider how these initiatives contribute to *PROGRESS* outcomes as defined in the Strategic Framework. In that context, the Contractor will be asked to work in close cooperation with the Commission and/or persons authorised by it to define their expected contributions and the set of performance measures against which their contribution will be assessed. The Contractor will be asked to collect and report on its own performance on a regular basis to the Commission and/or persons authorised by it. In addition, the Contractor will make available to the Commission and/or persons authorised by it all documents or information that will allow *PROGRESS* performance measurement to be successfully completed and to give them the rights of access.

## **1. Additional information to the Tender specifications and monitoring**

See attached document(s): 6 pages.

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## **Contractor's Tender**

### **ANNEX II**

Registre CAD Ref. No. .... of .....

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See attached document: ..... pages.

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

<i>Description</i>	<i>Unit price in €</i>	<i>Max. No of units</i>	<i>Unit type</i>	<i>Sub-total per item</i>	<i>Total amounts in €</i>
<b>FEES AND DIRECT COSTS</b> <i>(fixed prices)</i>					
<i>Experts' fees (to be specified for each expert)</i>					<i>0,00</i>
Details	0,00	0	w.d.	0,00	
<i>Other direct costs (to be specified)</i>					<i>0,00</i>
Details	0,00	0	unit	0,00	
<b>Total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>
<b>Overall Total</b>					<b>0,00</b>

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) <sup>5</sup> 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,

<sup>5</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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:

<i>Destinations</i>	<i>DSA in EUR</i>	<i>Maximum hotel price in EUR</i>	<i>Destinations</i>	<i>DSA in EUR</i>	<i>Maximum hotel price in EUR</i>
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	58,00	169,00	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 F.Y.R. of 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	52,00	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

### 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.

## 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>

### 3. CVs of experts assigned

See Annex II.

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## Fiscal provisions regarding invoicing by the Contractor

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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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