



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Equality between Men and Women, Action against Discrimination, Civil Society
Action against Discrimination, Civil Society

Study Service Contract

Contract title

Mapping study on the trade unions practices in fighting discrimination and promoting diversity

Contract reference No

VC/2008/0295

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

Contractor

.....
.....

Other administrative information

Department

DG EMPL/G/4

Prior information

O.J. ref. No of notice publication: —

Call for tender

DG EMPL ref. No: VT/2008/003 of

Tender information

O.J. ref. No of notice publication:

EPIC

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

Databases

SMART record No:

Service category

No: A10

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 Stefan OLSSON,
Head of Unit - EMPL/G/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/2008/003 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: **Mapping study on the trade unions practices in fighting discrimination and promoting diversity.**

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 15 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 400 000.00 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*

Not applicable.

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 80% 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 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:

Commission

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

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

² 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.

Other additional special conditions

Provisions amending conditions laid out in Article 1.4.2 and 1.4.3 of the contract

Payments will be made at intervals throughout the contract period as a function of the progress made, the reports and deliverables submitted and the quality of the work undertaken.

Modalities applicable to this contract will be:

- 6 weeks after signature of the contract, the contractor can submit to the Commission a formal request for a first interim payment accompanied by the inception note and the relevant invoice covering actual costs. Acceptance by the Commission of the inception note is a precondition for payment.

The total amount of this first interim payment cannot exceed 20 % of the total amount, specified under point 14 of the tender specifications.

- 5 months after signature of the contract, the contractor can submit to the Commission a formal request for a second interim payment of maximum 40 % of the total amount specified under point 14 of the tender specifications, accompanied by an interim report as specified under point 10.1.B of the tender specifications and the relevant invoice covering actual incurred costs. Acceptance by the Commission of the interim report is a precondition for payment.

- 10 months after signature of the contract, the contractor can submit to the Commission a formal request for a third interim payment of maximum 20 % of the total amount specified under point 14 of

the tender specifications, accompanied by a first draft (working version) of the publication as specified under point 10.1.C of the tender specifications and the relevant invoice covering actual incurred costs. The total amount of these three interim payments cannot exceed 80 % of the total amount referred to in Article 1.3.1.

For each request for payment, the Commission shall have 60 days from receipt to approve or reject the interim report or any other deliverables specified under point 10.1 of the tender specifications, and the contractor shall have 30 days in which to submit additional information or a new deliverable. Within 30 days of the date on which the deliverables are approved by the Commission, an interim payment corresponding to the relevant invoices shall be made.

- 14 months after signature of the contract, the Commission can make a final payment covering the balance due, payable upon written request, submitted along with the final publication and the activity report, a final financial statement on the total budget execution, final invoice and after approval of the final publication, activity report and the final invoice.

The Commission shall have 60 days from receipt to approve or reject the publication and/or the activity report, and the contractor shall have 30 days in which to submit additional information or a new publication and/or activity report.

Within 30 days of the date on which the final publication and the activity report are approved by the Commission, payment of the balance of the total amount referred to in article 1.3.1 shall be made.

In particular, as mentioned at point 7 of the tender specifications on "Guide and details of how the tasks are to be carried out", the contractor is required to explain in its final activity report its achievements in meeting the described equal opportunities provisions.

Draft
Draft

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 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,
Stefan OLSSON
Head of Unit - EMPL/G/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/2008/003 of

1. TITLE OF THE CONTRACT

Mapping Study on the Trade Unions practices in fighting discrimination & promoting diversity (VC/2008/295)

2. PROGRESS INTRODUCTION

2.1 GENERAL CONTEXT

The Social Agenda (2005-2010) 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 establishing a Community programme for employment and social solidarity – PROGRESS was adopted³ by the European Parliament and the Council on 24 October 2006.

2.2 OBJECTIVES AND CONTENT

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 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 effect, PROGRESS will be 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 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 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).

³ OJ of the EU L 315 of 15.11.2006

2.3 PROGRESS ANTI-DISCRIMINATION SECTION

Finally, Article 7 (a) aims at improving the understanding of the situation in relation to discrimination, in particular through analysis and studies and, where appropriate, the development of statistics and indicators as well as by assessing the effectiveness and impact of existing legislation, policies and practices; whereas Article 9 foresees to finance analytical activities, by carrying out studies, analyses and surveys and dissemination of their results, which may be implemented, where appropriate, within a trans-national framework.

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

http://ec.europa.eu/employment_social/progress/annwork_en.htm

3. BACKGROUND INFORMATION

3.1 ANTI-DISCRIMINATION AT EUROPEAN LEVEL

According to Article 6(2) of the Treaty on European Union, the Union shall respect fundamental rights, as guaranteed by the European Convention on Human Rights.

The right of all individuals to equality before the law and to protection from discrimination is a fundamental right which is essential in order to allow any democratic society to function properly. It helps to achieve the objectives of promoting economic and social progress and a high level of employment by increasing economic and social cohesion. In Amsterdam, in June 1997, the Heads of State and Government agreed to strengthen the European Union's capacity to act in this area by introducing Article 13 of the Treaty establishing the European Community, which gives the Community specific powers to take action to combat discrimination based on sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation.

On 29 June and 27 November 2000, on the basis of proposals presented by the Commission in November 1999, the Council adopted three key instruments intended to prevent and combat discrimination based on racial or ethnic origin, religion or belief, age, disability or sexual orientation:

1. Directive 2000/43/EC (Race Equality Directive) prohibits discrimination based on racial or ethnic origin in a wider range of fields such as employment, education, provision of goods and services and social protection;
2. Directive 2000/78/EC (Employment Equality Directive) prohibits discrimination in employment and excludes all discrimination based on religion or belief, disability, age or sexual orientation;
3. Community action programme to combat discrimination (Council Decision 2000/750/EC)⁴.

Under both Directives one identical article⁵ targets the role of social dialogue, stating that:

1. *Member States shall, in accordance with national traditions and practice, take adequate measures to promote the social dialogue between the two sides of industry with a view to fostering equal treatment, including through the monitoring of workplace practices, collective agreements, codes of conducts, research or exchange of experiences and good practices.*
2. *Where consistent with national traditions and practice, Member States shall encourage the two sides of the industry, without prejudice to their autonomy to conclude, at the appropriate level, agreements laying down anti-discrimination rules in the fields referred to in Article 13, which fall within the scope of collective bargaining. These agreements shall respect the minimum requirements laid down by this Directive and the relevant national implementing measures.*

The strategic approach characterised by a combination of instruments - legislation backed up by a policy programme - has mostly drawn on the experience of the Community in combating gender discrimination. This approach is aimed at achieving the following three strategic objectives:

- ✓ **Ensuring a uniform application of Community law** - The purpose of the EU anti-discrimination legislative framework is "to lay down a set of principles on equal treatment

⁴ Now replaced by PROGRESS anti-discrimination section

⁵ Respectively article 11 for Directive 2000/43/EC and article 13 for Directive 2000/78/EC

covering key issues, including definition of discrimination extending to indirect discrimination, protection against harassment, the possibility for positive action, appropriate remedies and enforcement measures. These principles would be applied in all Member States, thus providing certainty for individuals about the common level of protection from discrimination they can expect⁶.

- ✓ **Promoting effective policies to combat discrimination and promote equality** – If legislation prohibiting discrimination is an absolute prerequisite, it is nevertheless unable on its own to achieve the goal of creating a society which is free from discrimination. Deep-rooted and multi-faceted disadvantages faced by people often for reasons related to their belonging to a particular group impede them to fully participate and contribute at all levels of society. The different nature and scale of the phenomenon of discrimination calls for a new emphasis on a more positive conception of equality, placing new responsibilities on governments to identify and address issues of socio-economic disadvantage and systemic discrimination and to implement positive legislative and programmatic measures in both the public and private sectors.
- ✓ **Altering attitudes and behaviours towards a society which is more conducive to equality** - The aim of any law is to alter the behaviour of those subject to regulation in order to achieve the desired outcome. The law plays in that context the role of a catalyst or stimulus, which triggers a process for social change. In the concerned field, it aims to promote recognition and acceptance within the community of the principle that all people, whatever their personal characteristics, have an equal right to be treated fairly as the rest of the community. Thus, the approach aims at altering changes to community awareness (recognition) and changes to attitudes (acceptance). Recognition implies an awareness or knowledge of the right of people not to be discriminated against, whatever their personal characteristics, but acceptance goes further, implying that the community agrees such rights are due to them and considers them as being legitimate and equal members of the community.

The Union and the Member States have already undertaken serious efforts to combat discrimination and promote equality. Nonetheless, the fight against discrimination continues to constitute a major challenge for the EU, if genuine equality is to be achieved in practice. Indeed, despite much progress, discrimination on grounds of racial or ethnic origin, religion or belief, disability, age and sexual orientation continues to exist in the EU.

The 2007 European Year of Equal Opportunities for All was an opportunity to renew a shared vision of Europe where all people enjoy a life free from discrimination and to reaffirm that realising full equality of opportunities is essential for the growth, cohesion, prosperity and well being of Europe and its people.

The Council Resolution on the Follow-up of the 2007 European Year of Equal Opportunities for All (2007)⁷ invites civil society and the social partners to participate actively in the development and promotion of policies and measures on non-discrimination and equality, and to promote diversity and equal opportunities policies within public and private organisations, as well as enterprises.

Business case for Diversity

The 'Business Case for Diversity' is a concept, which developed because the promotion of diversity in companies is increasingly seen as a strategic business response to more diverse societies, customers, marketplaces and human resource pools. While anti-discrimination legislation provides the 'push factor' in encouraging business to develop and implement internal diversity policies, the 'Business Case for Diversity' is looking at the 'pull factors' that should, once recognised, encourage companies to embrace and manage diversity.

The 'Business Case for Diversity' argues that companies have real business benefits to gain from the adoption of diversity practices. The challenge lies in identifying and measuring benefits to be gained from active diversity policies and in disseminating information on benefits more widely throughout Europe.

⁶ Communication from the Commission, to the Council, the European Parliament, the Economic and social Committee and the Committee of the Regions on certain Community measures to combat discrimination – COM (1999) final 564

⁷ Council Resolution 2007/C 308/01

A study "*The Business Case for Diversity – Good Practices in the Workplace*"⁸ was carried out for the European Commission in the course of 2005. Its aim was to promote the development of diversity policies by businesses. It included a survey among 3000 businesses, from blue chips to small and medium-sized enterprises (SMEs). They were asked about their attitudes to and policies on diversity in the workplace.

The around 800 responses to the survey clearly showed that companies are making steady progress in the implementation of diversity and equality strategies at the workplace. Companies surveyed indicated that they were doing this not only just for ethical and legal reasons, but also for the clear business benefits they bring.

The European Commission wishes to carry out further analysis of the Business Case for Diversity in SMEs and of the contribution intermediary organisations working with or for SMEs can make to the promotion of diversity management in SMEs. It also wishes to take the Business Case for Diversity further through a number of activities, including representative surveys among business on initiatives such as enhanced co-operation with business schools or diversity charters. To this end a new project⁹ "*Activities promoting and developing the Business Case for Diversity*" has been commissioned in 2007.

3.2 TRADE UNIONS, THEIR FIGHT AGAINST DISCRIMINATION AND THEIR ACTION TO PROMOTE DIVERSITY

Within civil society, the social partners have a particular role and influence, which flow from the very nature of the subjects they cover and the interests they represent in connection with the world of work. As above mentioned, discrimination in the workplace on grounds of age, disability, religion or belief, sexual orientation, ethnic or racial origin is prohibited.

Trade unions as the recognised representatives of workers can combat discrimination in many ways, such as:

- negotiating with employers at all levels (EU, national, sectors, companies) to ensure that discrimination in the workplace is eliminated and that equal opportunities are promoted;
- providing a means for expressing and addressing the needs of workers who are discriminated against in the workplace;
- supporting victims of discrimination in securing a settlement with the employer (alternative dispute resolution);
- supporting victims of discrimination in their search for access to justice;
- promoting equality and diversity in the workplace and in the sector;
- establishing mechanisms to influence decision-making by employers and Government;
- mainstreaming non-discrimination and equal treatment in public policy, collective bargaining and workplace practices;
- co-operating with employers, organisations and authorities to combat discrimination and to promote diversity;
- monitoring, documenting and denouncing discrimination at the workplace;
- ensuring that equality is prominent on the political agenda and encouraging campaigns and action to eliminate stereotypes and prejudice as well as to promote equality.

For several years now, numerous initiatives to combat discrimination and/or promote diversity have been taken by a series of concerned stakeholders: the trade unions themselves at EU, national, sectoral or enterprise level, be it the workers' unions (e.g. ETUC and its industry federations) or the professional and managerial staff's representations, (e.g. CEC-European Managers or Eurocadres), commissioning research, organising conferences, mobilising members or developing instruments such as diversity toolkits; the Commission services promoting social dialogue activities or using the existing funding programmes to develop, for example, new training schemes including trade unions as one of

⁸ http://ec.europa.eu/employment_social/fundamental_rights/pdf/events/busicase_en.pdf

⁹ http://ec.europa.eu/employment_social/emplweb/tenders/tenders_en.cfm?id=1265

the targeted audiences (e.g. EQUAL¹⁰ or the Community Action Programme against discrimination¹¹, including the 'For Diversity. Against Discrimination' information campaign¹²).

In the framework of the 2007 European Year of Equal Opportunities for All¹³, a number of countries among the 30 participating in the Year have consulted with their national trade unions when designing their national strategies for the Year. Trade Unions were not only identified as partners, in particular in the national campaigns carried out by these countries in order to raise awareness about the rights of their population to live a life free of discrimination, but some of the trade unions were also involved as Action Leaders (e.g. NSZZ Solidarność in Poland ...); for activities aiming at raising awareness among the school community (teachers and students) on the meaning of discrimination and the existence of stereotypes, teachers and/or professors' unions were often directly involved either as actors or as targeted public to be made more aware of anti-discrimination legislation and/or of diversity issues (e.g. Ireland, Romania, France ...).

In the Eurobarometer survey¹⁴ on attitudes of Europeans towards discrimination that the Commission carried out during summer 2006 in the 25 Member States and the two accession countries¹⁵, and that was published in January 2007, 42% of Europeans placed schools and universities as the first actors in society, -in front of parents and the media-, who can help combating discrimination. More generally speaking, professionals who are delivering public services to society can be seen as having a stronger responsibility in either perpetuating or fighting stereotypes and prejudices. Many unions have already started reflecting on these responsibilities (e.g. unions of teachers and professors, media professionals, postal and telecoms' agents ...).

Unfortunately however, in that same survey, only 8% of Europeans indicate trade unions as key actors to combat discrimination.

All these efforts, responding to real issues, are interesting, but disparate, and should be made more visible, in particular to the general public. Therefore, there is a clear need to build upon these initiatives, connecting them wherever possible across the various discrimination grounds addressed, and to create across the EU a sustainable impact and a reliable and visible basis for transferring good practice.

4. PURPOSE OF THE CONTRACT

The contractor will be asked to provide the Commission with a structured mapping of the most significant and/or innovative initiatives taken *by* trade unions 1) to combat discrimination at the workplace based on five¹⁶ of the six grounds foreseen under Article 13 of the EC Treaty and/or 2) to promote diversity in the working environment across the 27 Member States, as well as the EFTA/EEA States (Iceland, Lichtenstein, Norway), Croatia, Turkey, Serbia and the Former Yugoslav Republic of Macedonia.

Building upon these results, the contractor will be asked to classify these initiatives, to assess their outcome and impact, to identify potential gaps (with a particular focus on the new Member States) and to provide suggestions for further action, in particular on how best practices can be made more visible and used, and how the Commission can better support the awareness of trade unions' activities in that field.

5. PARTICIPATION

- (1) The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

¹⁰ http://ec.europa.eu/employment_social/equal/index_en.cfm

¹¹ http://ec.europa.eu/employment_social/fundamental_rights/policy/proga_en.htm

¹² <http://www.stop-discrimination.info/>

¹³ <http://equality2007.europa.eu>

¹⁴ http://ec.europa.eu/employment_social/eyeq/index.cfm?page_id=342

¹⁵ Bulgaria and Romania, which became Member States from 1 January 2007 onwards

¹⁶ i.e. racial and ethnic origin, religion and belief, age, disability and sexual orientation.

- (2) Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.
- (3) In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. Bids submitted by applicants from third countries that have not concluded such an agreement may be accepted, but may also be rejected.

6. TASKS TO BE CARRIED OUT BY THE CONTRACTOR

1.1. Description of the tasks

- **TASK 1: Mapping of the most significant and/or innovative initiatives taken by the trade unions to combat discrimination at the workplace and/or to promote diversity in the working environment**

The contractor will be asked to identify the most significant and/or innovative initiatives¹⁷ (i.e. events, projects, programmes ...) that have been carried out by the trade unions over the last 5 years whether at EU level or across the 27 Member States and the EFTA/EEA States (Iceland, Lichtenstein, Norway), Croatia, Turkey, Serbia and the Former Yugoslav Republic of Macedonia, which aim at:

- a) combating discrimination at the workplace on the basis of one or several of the 5 following grounds foreseen at Article 13 of the EC Treaty, which are: racial and ethnic origin, religion and belief, disability, age and sexual orientation,

and/or

- b) promoting diversity in the working environment, in their activities as well as in the membership and the representation of the organisations, with a special focus on the unions of professionals delivering public services to the society at large (e.g. education, media, healthcare ...).

- **TASK 2: Classification of the selected initiatives, assessment of their outcome and impact, and identification of potential gaps**

In order to be able to build upon this mapping exercise, the contractor will be asked to classify the results according to the following criteria¹⁸:

- ✓ type and level (EU, national, local, sectors, companies) of unions,
- ✓ type/nature/contents of the initiative,
- ✓ article 13 grounds covered,
- ✓ origin of the funding,
- ✓ country/countries involved,
- ✓ national/trans-national character,
- ✓ co-operation with other partners (e.g. anti-discrimination NGOs, equality bodies ...)
- ✓ target audience,
- ✓ number of workers concerned
- ✓ production of materials,
- ✓ existing recommendations for further action in the selected initiatives.

In doing this classification, the contractor should provide the Commission with all relevant information details about the selected initiatives, including relevant web links.

Building upon this classification, the contractor will be requested:

- 1) to assess the outcome and, wherever possible, the impact of the selected and classified initiatives, looking in particular at the possible resulting changes either in the workplace or/and in the

¹⁷ A minimum of 100 of such initiatives would need to be presented.

¹⁸ This is a non exhaustive list, which could obviously be upgraded by the contractor on the basis of the mapping to be carried out under Task 1

membership or the representation of the unions, and if a direct connection between these two kind of changes can already be established; and

- 2) to identify potential gaps, which would need to be addressed to give these initiatives a maximum of visibility, an as wide geographical coverage as possible -across the EU Member States and the EFTA/EEA States (Iceland, Lichtenstein, Norway), Croatia, Turkey, Serbia and the Former Yugoslav Republic of Macedonia-, national/trans-national impact, inter-connection between the discrimination grounds addressed and networking possibilities¹⁹.

- **TASK 3: Suggestions for further action**

Building upon the two previous tasks, the contractor is invited to provide the Commission with suggestions for further action to be taken both at EU and national level, identifying for each of the suggestions, the main actors to be involved and focusing on the contents, scope and expected outcome of the suggested actions. Further action can either mean raising awareness on the most significant/innovative events, projects, programmes as identified, classified and assessed under Tasks 1 and 2, proposing ways to better disseminate their results and transfer them, where possible, to non covered Member States; or it can be new action emerging from the identification of potential gaps or recommendations of the selected initiatives, which so far have not received any follow up.

- **TASK 4: Follow up Seminar and Publications**

A day-long expert seminar shall be organised by the contractor in Brussels or in Madrid²⁰ to present to the Commission and other interested parties, in particular trade union representatives, the results of the 3 previous tasks as well as to validate their suggestions for further action. This meeting should not be held in Commission premises, but in an external venue e.g. a hotel conference centre, in Brussels or Madrid. Approximately 50 people should attend this seminar. The contractor will be responsible for the organisation, reimbursements of travel and accommodation expenses for the participants.

The contractor will be requested to draft a first publication based on the findings under Task 1 (mapping), Task 2 (classification and assessment of initiatives selected in the mapping, and identification of gaps) and 3 (suggestions for further action). This work will be done in close co-operation with the European Commission's services and European trade union representatives.

This publication, which should summarise the work carried out under Tasks 1, 2 and 3, should respect the following specifications:

- The maximum length of the final text should be not more than 50 pages;
- Within these 50 pages, an Executive Summary of no more than 5 pages should be produced, that could be used as a basis for a Press release with key findings of the study;
- The contractor should submit the text in English, French and German;
- The text should be provided to the European Commission in Word and charts in Excel;
- The contractor should secure the rights and provide the Commission with 10 photos to illustrate the text.

A second publication should be produced targeting the wider public, summarising the main findings of the study and illustrating them with 15 good practices covering, if possible, all the various kinds of initiatives that will be identified through this research and ensuring an as wide geographical coverage as possible in order for the larger audience to feel concerned.

- The maximum length of the final text should be not more than 20 pages;
- The contractor should submit the text in English, French and German;
- The contractor should secure the rights and provide the Commission with 10 photos to illustrate the text.

The layout, printing and distribution of both publications, including the Executive Summary of the first publication, are not covered by this call for tenders. It is intended that these tasks should be

¹⁹ Again this list of expected outcome is not exhaustive and should be upgraded upon suggestion by the contractor

²⁰ Or any other Spanish big city, as Spain will hold the EU Presidency during the 1st semester of 2010

undertaken by the company that holds the publication framework contract with DG Employment, Social Affairs and Equal Opportunities and by the EC Publications Office.

The first publication (or at least a working version of it) should be ready for distribution at the seminar mentioned above, as it would be the basis of the discussions to be held during the seminar. The feedback and conclusions of the seminar would then be built into a final draft of this publication.

- **HORIZONTAL TASK: Close co-operation with European trade union representatives**

In carrying out the above-mentioned tasks, the contractor will closely collaborate and consult with the European representatives of trade unions, in particular the European Trade Union Confederation (ETUC), its industry federations, Eurocadres and CEC. The Commission is ready to provide their relevant contact details. The Commission intends to set up a Steering Committee to monitor this study, in which trade union representatives will be invited to participate.

In particular for the classification and assessment exercise (Task 2) and the drafting of suggestions for further action (Task 3), the views of European trade union organisations and of other relevant partners should be heard and taken into account.

7. GUIDE AND DETAILS OF HOW THE TASKS ARE TO BE CARRIED OUT

The PROGRESS Programme aims 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 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 his/her staff and team. This entails that the contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, ability and sexual orientation.

The contractor will be required to detail in his/her activity report accompanying the request for the final instalment the steps and achievements s/he made towards meeting these contractual provisions.

8. RIGHTS

- (1) Any results, products or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the contract, shall be owned solely by the European Communities, 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.
- (2) Should the contractor use third-party copyright material, whether textual or artistic, for the purpose of the performance of the contract, s/he shall have sole responsibility for taking the necessary steps to obtain unfettered rights from the copyright holder(s), or from his/her or their legal representative, to include, print, publish, and sell the material, for the full legal term of copyright, in whole or in part, in all editions, forms and media, and in any language whatsoever, as well as for the European Commission itself further to license reproduction or translation thereof.

- (3) Any costs associated to such rights shall be borne by the contractor, who ensures that any other conditions linked to the rights are fulfilled, in particular concerning the appropriate acknowledgement of the source material.

9. PROFESSIONAL QUALIFICATIONS REQUIRED

See Annex IV of the draft contract, CVs and classification of experts.

The contractor will need to show the capacity to run large scale networks at European level and have a proven capacity to manage the administrative and financial aspects of such a project.

See also point 17 on "Selection Criteria".

10. TIME SCHEDULE AND DELIVERABLES

The duration of the contract will be **15 months** from the entry into force of the contract.

For details, see Article I.2 of the draft contract.

The specific deadlines for the completion of each of the Tasks set out at point 6 will be agreed between the Commission and the contractor, on the proposal of the contractor to the Commission.

10.1 DELIVERABLES

The following deliverables will be required covering all Tasks as outlined at point 6:

A. An inception note shall be submitted to the Commission for approval 6 weeks after the contract takes effect. It should present **the state of the art** in the field of trade unions practices in combating discrimination at the workplace and/or in promoting diversity in the working environment as well as the methodology the contractor intends to follow to undertake Tasks 1, 2 and 3.

B. Interim report

5 months after the signature of the contract, an interim report has to be submitted to the European Commission, summarising the progress achieved and detailing the remaining foreseen future activities until the completion of the contract. This report should not be longer than 10 pages.

C. Working version of the Publications

10 months after the signature of the contract, a first draft (working version) of the 1st publication summarising the methodology and presenting the findings under Task 1 (mapping), Task 2 (classification and assessment of initiatives selected in the mapping, and identification of gaps) and 3 (suggestions for further action) should be produced, in view of the seminar to be organised.

A first draft (working version) of the 2nd publication targeting the wider public, summarising the main findings of the study and illustrating them with 15 good practices should be produced.

Additionally, the contractor should provide the Commission with all preparatory details for the Seminar foreseen under Task 4, including in particular information about its venue (outside the Commission premises) and a tentative list of 50 participants meant to be the proper audience to discuss the findings of Tasks 1, 2 and 3 and validate the suggestions for further action.

D. Seminar

12 months after the signature of the contract, a day-long seminar should be organised by the contractor in Brussels or Madrid to present to the Commission and other interested parties the results of the 3 previous tasks and its working version of the 1st publication.

E. Final version of the Publications and draft final activity report

13 months after the signature of the contract, building upon the seminar's discussions and conclusions, a draft final version of the two publications should be submitted for approval to

the Commission. The maximum length of the final text for the 1st one should be not more than 50 pages, including up to 5 pages of Executive Summary. The maximum length of the final text for the 2nd one should be not more than 20 pages.

The contractor should submit both texts in English, French and German. The texts should be provided to the European Commission in Word and charts in Excel. The contractor should secure the rights to and provide the Commission with 10 photos for each publication to illustrate the text.

14 months after the signature of the contract, the contractor will present to the Commission for approval a draft final activity report of no more than 20 pages, presenting the whole process of carrying out this study, including short minutes of the seminar held at month 12.

11. PUBLICITY AND INFORMATION REQUIREMENTS

1.- As a matter of principle, with a view to favouring valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the contractor will be required to provide - either upon specific request or in any event with the final activity report - for each of the tasks required under the present call, the following:

- 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, even if not compulsory.
- And an executive summary in 5 pages in English, French and German, unless otherwise more precisely described 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/activity is delivered on behalf of/with the support 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 for under 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.

PROGRESS 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 effect, PROGRESS will be 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*

For more information see:

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 publications 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.

12. REPORTING REQUIREMENTS

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 at annex II, the overview of PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website²¹.

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 loyally 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 his/her 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): pages.

²¹ http://ec.europa.eu/employment_social/progress/index_en.html

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

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)					
TASK 1					
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	
TASK 2					
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	
TASK 3					
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	
TASK 4					
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
Overall Total					0,00

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)²² 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.

²² All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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	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>
XXX	I
XXX	iv

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 Stefan OLSSON, Head of Unit - EMPL/G/4 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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