



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Equality between Men/Women, Action against Discrimination, Civil Society
Equality, Action against Discrimination: Legal Questions

Study Service Contract

Contract title **Mapping of the anti-discrimination legal, institutional and policy framework in Turkey and the Western Balkans**

Contract reference No **VC/2009/0331**

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/2009/006 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 **S12.**
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/2, Employment, Social Affairs and Equal Opportunities DG,

on the one part,

AND

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

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender No. VT/2009/006 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

1.1.1. The subject of the Contract is the following study: **Mapping of the anti-discrimination legal, institutional and policy framework in Turkey and the Western Balkans**

1.1.2. 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

1.2.1. 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.

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

1.2.3. The duration of the tasks shall not exceed 18 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

Article I.3 Contract price

1.3.1. Maximum total amount

The maximum total amount to be paid by the Commission under the Contract shall be EUR 500 000.00 covering all tasks executed.

1.3.2. Price revisions

Not applicable.

1.3.3. 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.

1.4.2. 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.

1.4.3. 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.

1.4.4. 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. By a

2/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

1.7.1. The Contract shall be governed by the national substantive law of Belgium.

1.7.2. 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 30 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.

Termination by either contracting party

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 30 days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

Other additional special conditions

Annex VI forms an integral part of the contract.

Article 1, paragraph 4, establishes the methods of payment.

Article I.4.2 is modified as follows:

- Interim payments

Requests from the contractor for interim payments will be admissible only if they meet the following conditions:

- Six months after signing the contract, the contractor may submit to the Commission a formal request for a first interim payment, accompanied by the first interim report referred to in point 8.3 of the Annex I and invoices relating to the actual costs, provided that it has submitted the initial report referred to in point 8.2. of the Annex I Acceptance by the Commission of the interim note and the initial report is a precondition for payment.

The total amount of this first interim payment cannot exceed 20% of the total amount specified in point I.3.1 of this contract.

Twelve months after signing the contract, the contractor may submit to the Commission a formal request for a second interim payment for an amount not exceeding 40% of the total specified in point I.3.1. of this contract, accompanied by the draft study referred to in point 8.4 of the Annex I and the corresponding invoice covering the actual costs incurred. Acceptance by the Commission of the draft study is a precondition for payment.

• Sixteen months after signing the contract, after submission of the report on the validation conference and the draft of the finalised study as specified in point 8.6 of the Annex I and after organising the one-day conference as specified in point 8.5 of the Annex I, the contractor may submit to the Commission a formal request for a third interim payment for an amount not exceeding 20% of the total specified in point I.3.1. of this contract, accompanied by the corresponding invoice covering the actual costs incurred.

The total amount of these three interim payments cannot exceed 80% of the total specified in point I.3.1 of this contract.

For each payment request, the Commission has 60 days from receipt to approve or reject the interim report or any other deliverables specified under point 8 of the Annex I, and the contractor has 30 days in which to submit additional information or a new deliverable.

Within 30 days of the date on which the reports or the study are approved by the Commission, an interim payment corresponding to the relevant invoices shall be made.

II. General conditions

Article II.1 Performance of the Contract

11.1.1. 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.

11.1.2. 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.

11.1.3. 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.

11.1.4. 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.

11.1.5. 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.

11.1.6. 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 staffs 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.

11.1.7. 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.

11.1.8. 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.

11.1.9. 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

11.2.1. 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.

11.2.2. 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.

11.2.3. 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.

11.2.4. 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.

11.2.5. 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

11.3.1. 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.

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

11.3.3. 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.

11.3.4. 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

11.4.1. 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.

11.4.2. 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.

11.4.3. 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

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

11.5.2. 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

11.6.1. 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.

11.6.2. 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.

11.6.3. 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

11.7.1. 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.

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

11.7.3. 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.

11.7.4. 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

11.9.1. 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.

11.9.2. 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

11.10.1. 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.

11.10.2. 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.

11.10.3. 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.

11.10.4. 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.

11.11.2. 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.

11.11.3. 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.

11.11.4. 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

11.12.1. *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*.

11.12.2. 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.

11.12.3. 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.

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

Article II.13 Subcontracting

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

11.13.2. 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.

11.13.3. 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

11.14.1. 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.

11.14.2. 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

11.15.1. 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.

11.15.2. 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.

11.15.3. 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.

11.15.4. 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

11.17.1. 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.

11.17.2. 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.

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

Article II.18 Amendments

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

Article II.19 Suspension of the Contract

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

Signatures

1. For the Contractor,
..... (forename and name)
..... (position)
(company name)

2. For the Commission,
Stefan OLSSON
Head of Unit - EMPL/G/2
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/2009/006 of

1- Title of the contract

Mapping of the anti-discrimination legal, institutional and policy framework in Turkey and the Western Balkans.

2-Background

2.1 The anti-discrimination legislative framework

According to Article 6(2) of the Treaty on European Union, the EU 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 strengthening economic and social cohesion. In June 1997 in Amsterdam, the Heads of State and Government agreed to enhance 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:

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

The strategy adopted, which is characterised by a combination of instruments (legislation backed up by an action programme) draws mainly on the Community's experience in combating gender discrimination. It is intended to achieve the following three strategic objectives:

- Ensuring the 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 covering key issues, including the definition of discrimination extending to indirect discrimination, protection against harassment, the possibility of taking positive action, appropriate remedies and enforcement measures. These principles would be applicable to all Member States, thus guaranteeing all individuals the equal level of protection against discrimination which they are entitled to expect".
- Promoting effective policies to combat discrimination and promote equality – Although legislation prohibiting discrimination is an absolute prerequisite, it nevertheless cannot achieve a discrimination-free society on its own. Many deeply rooted forms of unequal treatment, often against specific population groups, prevent certain people from fully participating and contributing at all levels of society. Given the varying nature and the scale of discrimination, emphasis must once again be put on a more positive vision of equality, placing new responsibilities on governments to identify and address socio-economic inequalities and systematic manifestations of discrimination, and to implement structured legislative measures in both the public and the private sector.
- Changing attitudes and behaviour to achieve a society which is more conducive to equality - The aim of any law is to alter the behaviour of those subject to it in order to achieve the desired outcome. In this respect, the law is a catalyst or trigger for a process of social change. In the current context, it aims to promote recognition and acceptance within the community of the principle that all people, irrespective of their personal characteristics, are entitled to equal treatment, in the same way as other members of the community. Thus, the approach involves bringing about change in community awareness (recognition) and behaviour (acceptance). Recognition implies an understanding or knowledge of the right of individuals not to suffer discrimination on the grounds of their personal characteristics. Acceptance goes even further by requiring the community to acknowledge that such rights are due to all individuals as legitimate, equal members of the community.

2.2 The anti-discrimination strand of PROGRESS

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 implementation of the Social Agenda is underpinned by a combination of instruments comprising EU legislation, the use of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

Decision No 1672/2006/EC establishing a Community Programme for Employment and Social Solidarity – PROGRESS was adopted by the European Parliament and the Council on 24 October 2006 and published in the Official Journal on 15 November 2006.

The purpose of the PROGRESS programme is to support the core functions of the European Community relating to the fulfilment of its Treaty-delegated tasks and the exercise of the powers conferred on it in the fields of employment and social affairs. PROGRESS aims to increase EU assistance to help Member States meet their commitments, create more and better jobs and build a more cohesive society. To that effect, PROGRESS will be instrumental in:

- providing analysis and advice in the PROGRESS policy fields;
- monitoring and reporting on the implementation of EU legislation and policies in the PROGRESS programme areas;
- promoting policy transfer, learning and support among the Member States with regard to 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) an improvement in the working environment and conditions, including health and safety at work and the reconciliation of work and family life (Section 3);
- (4) the effective implementation of the principle of non-discrimination and the promotion of its mainstreaming in all EU policies (Section 4);
- (5) the effective implementation of the principle of gender equality and the promotion of its mainstreaming in all EU policies (Section 5).

This call for tenders is issued in the context of the implementation of the 2009 Annual Work Programme, which can be consulted at:
http://ec.europa.eu/employment_social/progress/annwork_en.htm

3 - Purpose of the contract

The purpose of this contract is to prepare a study on discrimination and on the anti-discrimination legislation, stakeholders and policies in Turkey and the Western Balkans.

By "Western Balkans", this study refers to the following countries: Albania, Croatia, Bosnia and Herzegovina (BiH), Serbia, Kosovo (according to UN Security Council Resolution 1244/99), Montenegro, and the Former Yugoslav Republic of Macedonia (FYROM).

The aim of the study is to give an overview of the anti-discrimination and equality legislation and policies, and establish an inventory of discrimination and a map of the stakeholders involved in combating discrimination and promoting the principle of equality.

It will cover discrimination linked to racial and ethnic origin, religion and belief, age, disability and sexual orientation in the fields of employment, education, training, social protection, access to goods and services, social advantages and membership of a workers' organisation. The gender dimension to each of these types of discrimination must be considered, as must the aspects linked to multiple discrimination.

4- Participation in the contract procedure

Not applicable.

5- Tasks to be carried out by the contractor

The tasks to be carried out by the contractor:

Task 1: carry out a study (described in point 5.1).

Task 2: organise a conference to validate this study (described in point 5.2).

Task 3: finalise the study according to the outcome of the validation conference (described in point 5.3).

5.1- Task 1: the contractor must prepare a study to analyse the anti-discrimination legislation, stakeholders and policy in Turkey and the Western Balkans.

The contractor must draw up a study in close cooperation with the Commission services which must meet the requirements set out below.

The scope of the study shall be limited to the scope of Directive 2000/43/EC of 29 June 2000 implementing the principle of equal treatment between persons irrespective of racial or ethnic origin (the Race Directive) and of Directive 2000/78/EC of 27 November 2000 establishing a general framework for equal treatment in employment and occupation (the Employment Equality Directive).

In accordance with Articles 1 and 3 of Directive 2000/43/EC, the scope of the study shall be limited to discrimination based on racial or ethnic origin against all persons, in both the public and the private sector (including public bodies and the armed forces), in relation to:

- conditions of access to employment, self-employment and occupation, including the selection criteria and recruitment conditions, irrespective of the branch of activity and at all levels of the professional hierarchy, also covering promotion;
- access to all types and all levels of vocational guidance, vocational training, advanced vocational training and retraining, including practical work experience;
- employment and working conditions, including dismissals and pay;
- membership of and involvement in a workers' or employers' organisation, or any organisation whose members carry out a particular profession, including the benefits offered by such organisations;
- social protection, including social security and healthcare;
- social advantages;
- education;
- access to and supply of goods and services which are available to the public, including housing.

In accordance with Articles 1 and 3 of Directive 2000/78/EC, the scope of the study shall be limited to discrimination based on religion or belief, disability, age or sexual orientation, in both the public and the private sector (including public bodies and the armed forces):

- conditions of access to employment, self-employment and occupation;
- access to all types and all levels of vocational guidance, vocational training, advanced vocational training and retraining, including practical work experience;
- employment and working conditions, including dismissals and pay;
- membership of, and involvement in, an organisation of workers or employers, or any organisation whose members carry out a particular profession, including the benefits offered by such organisations.

This study will present:

- by way of introduction, the anti-discrimination legislation currently in force;
- a map of the stakeholders involved and their role;
- the most common forms of discrimination;
- anti-discrimination policies and good practices;
- lessons for the future.

The text must not exceed 50 pages (not including annexes of country-specific information, eight to ten pages per country).

- The contractor must submit the entire study (and a five-page summary) in English, French and German.
- The text should be provided to the European Commission in Word, and charts in Excel format.
- The contractor must secure the rights and provide the Commission with ten photographs to illustrate the text.
- The layout, printing and distribution of the study are not covered by this call for tender. It is understood that these tasks will be undertaken by the company which holds the publication framework contract with DG Employment, Social Affairs and Equal Opportunities and by the Office for Official Publications of the European Communities.

The publication will be ready for distribution by the time of the conference referred to in point 5.2.

5.1.1- Legislation in force

The scope of the report shall be limited to the national provisions which implement or comply with Directives 2000/43/EC and 2000/78/EC.

The Commission will therefore provide the contractor with the reports analysing the Community legislation which transposes these texts for the candidate countries (Croatia, Turkey, FYROM), and any other documents in its possession for the other countries (studies of legislation which complies with European standards).

The legislative analysis will be limited to the main principles and provisions implemented at national level. The objective is to draw up an inventory of the legislation in force.

In particular, the contractor must give a description of the national legal provisions which implement or comply with the following aspects covered by the Directives:

- the concept of direct and indirect discrimination;
- positive action;
- access to justice, including procedural guarantees (legal aid, the role of associations in legal proceedings, the existence of effective penalties and compensation in the event of discrimination);
- the shift in the burden of proof;
- protection against retaliation;
- the dissemination of information;
- the role of social dialogue;
- dialogue with the NGOs;
- bodies which promote equal treatment.

This inventory must be presented in a synoptic table for each of the countries analysed, summarising the fields covered by the legislation, the provisions in force and their correspondence with the provisions of the Directives.

5.1.2- Stakeholders and their role

The contractor must establish a map of the stakeholders involved in combating discrimination and promoting the principle of equality, covering in particular:

- national and local administrations;
- equality bodies within the meaning of Directive 2000/43/EC;
- independent authorities (mediators, etc.);
- the NGOs;
- civil society;
- trade unions;
- public and private companies;
- academia.

The contractor must assess their degree of involvement according to the grounds for discrimination in question using an estimate of:

- their financing (origin, amount);
- their form of administration (public, private, semi-public);
- the number of members and employees (paid and voluntary);

- how their role and missions concern the fight against discrimination, possibly in relation to other tasks.

To do this, the contractor will draw on a study of the available literature and of interviews carried out on location with the stakeholders in question.

This inventory must be accompanied by a synoptic table summarising the types of stakeholder for each country and the information requested on each one.

5.1.3- Inventory of discrimination

Within the scope of the study specified in point 5, and bearing in mind the difficulty of gaining a precise understanding of the phenomenon of discrimination, the contractor will endeavour to describe the most widespread types of discrimination in each of the countries concerned.

It will draw on a study of available literature, existing statistics and interviews carried out on location with the stakeholders referred to in point 5.1.2 and with involved institutions in these countries (OECD, Council of Europe).

The contractor must cover:

- the grounds for the discrimination observed;
- the field in which it occurs;
- the forms which the discrimination takes;
- an evaluation of the number of cases and their recurrence;
- the global sociological, economic and political context which could to a certain extent explain their occurrence;
- an estimate of the number of cases which may have been brought before the civil and criminal courts, followed by a concise description.

This inventory must be accompanied by a synoptic table summarising the forms taken by the discrimination in each country and a quantitative evaluation of their significance.

5.1.4- Anti-discrimination policy

Within the scope of the study defined in point 5, the contractor must provide a description of the policies and good practices to combat discrimination and promote equality, conducted and developed by the stakeholders referred to in point 5.1.2.

In particular, it must describe:

- the framework documents on strategy, reflection or policy planning adopted by the political authorities in addition to legislation;
- the information and awareness-raising campaigns;
- the financing of implementation plans;
- the training measures;
- the measures to help victims;
- the measures to facilitate access to justice;
- the financing and support for NGOs.

To do this, the contractor will draw on a study of the available literature and of interviews carried out on location with the stakeholders referred to in point 5.1.2.

This inventory must be accompanied by a synoptic table summarising the types of action taken for each country, the information requested and an estimate of their budget.

5.1.5- Lessons for the future

Based on the information gathered and its own analysis, the contractor will propose a list of lessons for the future, concerning in particular the main problems encountered in relation to discrimination and to the good practices implemented or to be implemented in these countries.

The contractor will also submit proposals and recommendations for action for the European Commission.

5.2- Task 2: the contractor must organise a conference to validate the study.

A one-day conference will be organised by the contractor in order to validate its intended study. It will be attended by the representatives of national, regional and local government, the representatives of the NGOs covering all the Member States participating in the study, and the Commission.

The conference will be organised 15 months after the signing of the contract and will involve 100 participants from the sectors listed in point 5.1.2. It will be held in one of the countries covered by the study at an external venue such as the congress centre of a hotel, and not on Commission premises.

The contractor must:

- select a suitable venue with a view to holding the validation conference (accessible for disabled participants);
- reserve meeting rooms (for a plenary meeting);
- draft the agenda in English;
- contact and invite speakers;
- send invitations to the participants;
- reserve accommodation and flights for the participants (the contractor will cover the costs for a maximum of 100 participants);
- organise interpreting services in English and French.

A concise report of the discussions held at the conference and the main conclusions will be submitted to the Commission in English. This will make it possible to identify any changes which need to be made to the study to reflect the outcome of the conference. The report should be no longer than ten pages.

5.3- Task 3: finalisation of the study

In agreement with the Commission, and in the 16th month following the signing of the contract, the contractor must update the study to bring it into line with the conference conclusions.

The contractor is required to translate the finalised study into French and German.

The Commission is responsible for printing and disseminating the report for publication.

6- Professional qualifications required

See annex IV.

7 - Guide on how the activities should be carried out

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

- Gender equality issues are taken into account when relevant for the drafting of the technical offer by paying attention to the situation and needs of women and men;
- Implementation of the requested tasks includes a gender perspective by considering systematically women and men dimension;
- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed.
- its proposed team and/or staff respects the gender balance at all levels.

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

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

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

8- Time frame and reports

See Article I.2. of this contract.

The duration of the contract shall be 18 months from the date of signature. The plan of the activities to be carried out must respect the following order:

Time frame	To be supplied or carried out
8.1 one week after signing the contract	Opening meeting between the contractor and the members of the Commission on Commission premises in Brussels
8.2 two months after signing the contract	Initial report from the contractor (three to four pages) outlining the measures taken and planned
8.3 six months after signing the contract	Interim report (15-20 pages maximum) to be submitted to the Commission
8.4 twelve months after signing the contract	task 1: submission of the draft study
8.5 fifteen months after signing the contract	task 2: conference to validate the draft study
8.6 sixteen months after signing the contract	Report on the validation conference (ten pages maximum) and draft of the finalised study
8.7 eighteen months after signing the contract	task 3: finalised study accompanied by a summary and activity report (five pages) together with the application for the last instalment.

9- Publicity and information requirements

In accordance with the General Terms and Conditions, all contractors must mention that this service or study has been commissioned by the European Community in all formats, on paper or other media, in particular in the final deliverable(s), the related report, brochures, press releases, video, software, etc., and also at conferences or seminars. In the context of the Community programme for employment and social solidarity – PROGRESS, such references must read as follows:

This (publication, conference, training session) has been carried out under the 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 pursuit of the European Union objectives in the fields of employment and social affairs, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

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, the EFTA/EEA countries and EU candidate and pre-candidate countries.

The purpose of PROGRESS is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs, and build a more cohesive society. To that effect, PROGRESS will be instrumental in:

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

For more information:

<http://ec.europa.eu/progress>

The following reference must be included for all publications: *"The information contained in this publication does not necessarily reflect the position or opinion of the European Commission"*.

The contractor will aim to include the European logo in all communication and publication plans linked to the work in question and, where appropriate, all other logos developed in the field of employment and social affairs, referring to the European Commission as the contracting authority in all publications and material developed under this contract.

10- Reporting requirements

PROGRESS will be implemented in line with the principle of results-based management (RBM). Management centred on outcomes and results aims to maximise the impact for European citizens and involves:

- identifying the most important results for European citizens;
- managing for these results, in particular by setting clear objectives, implementing plans based on these results and learning about "what works" in the process;
- seizing opportunities to work together which help to achieve the results.

As a first step, a strategic framework for the implementation of PROGRESS has been developed in collaboration with the Member states and civil society organisations. It provides the framework for implementing PROGRESS and is complemented by the performance measurement, which determines the PROGRESS mandate and its long-term and specific outcomes. The performance measurement framework is summarised in the Annex. For more information on the strategic framework, please visit the PROGRESS website.

In this context, the Commission will monitor the impact of the initiatives supported or commissioned by PROGRESS and consider how these initiatives contribute to the results specified in the strategic framework. Accordingly, the contractor will be asked to work in close cooperation with the Commission and/or persons authorised by it to define the expected contributions and the set of performance measurements against which the contribution will be assessed. The contractor will be called upon to collect data and report to the Commission and/or appointed persons on its own performance using a model to be annexed to the contract. Furthermore, the contractor will make available to the Commission and/or persons authorised by it all documents or information which make it possible to correctly measure the performance of PROGRESS, and will give them right of access.

1. Additional information to the Tender specifications and monitoring

See attached document(s): 1 page.

Contractor's Tender

ANNEX II Registre CAD Ref. No. of

See attached document: pages.

ANNEX III Breakdown of prices

1. Breakdown of prices

Description

FEES AND DIRECT COSTS	Unit price in €	Max No of units	Sub total per item	Total amounts in €
<i>Tasks 1 and 3</i>				
- Experts' Fees (to be specified for each expert)				0,00
Details	0,00	0 j.t.	0,00	
- Translations costs				0,00
Details	0,00	0 j.t.	0,00	
- Others direct costs (to be specified)				0,00
Details	0,00	0 j.t.	0,00	
Sub total Task 1 and 3				0
<i>Task 2 (Costs of Conference)</i>				0,00
Détails	0,00	0 unités	0,00	
Sub total Task 2				0
Total "Fees and Direct Costs" (Art. I.3.1)				0,00
Overall total				<u>0,000</u>

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)³ in the required format(s), but does not include the reimbursable expenses defined below.

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

2.2. Reimbursements

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

- the subsistence expenses of the Contractor and his staff,
- travel expenses (other than local transport costs),
 expenses for the shipment of equipment or unaccompanied luggage, directly connected with performance of the tasks specified in Article I.1. of this Contract.

³ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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 shortterm nature. The DSA will vary according to the country in which the missions are to be carried out.

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

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

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

<i>Destinations</i>	<i>DSA in EUR</i>	<i>Maximum hotel price in EUR</i>	<i>Destinations</i>	<i>DSA in EUR</i>	<i>Maximum hotel price in EUR</i>
AT Austria	95,00	130,00	IT Italy	95,00	135,00
BE Belgium	92,00	140,00	LT Lithuania	68,00	115,00
BG Bulgaria	58,00	169,00	LU» Luxembourg	92,00	145,00
CY Cyprus	93,00	145,00	LV Latvia	66,00	145,00
CZ Czech Republic	75,00	155,00	MK F.Y.R. of Macedonia	50,00	160,00
DE Germany	93,00	115,00	MT Malta	90,00	115,00
DK Denmark	120,00	150,00	NL The Netherlands	93,00	170,00
EE Estonia	71,00	110,00	PL Poland	72,00	145,00
EL Greece	82,00	140,00	PT Portugal	84,00	120,00
ES Spain	87,00	125,00	RO Romania	52,00	170,00
FI Finland	104,00	140,00	SE Sweden	97,00	160,00
FR France	95,00	150,00	SI Slovenia	70,00	110,00
HR Croatia	60,00	120,00	SK Slovakia	80,00	125,00
HU Hungary	72,00	150,00	TR Turkey	55,00	165,00
IE Ireland	104,00	150,00	UK United Kingdom	101,00	175,00

2.2.2 Travel expenses

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

3. Additional provision

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

ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

Nom complet des experts affectés

XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX
XXXXXXXXXXXX

*Niveau de qualification (I
à IV, voir ci-dessus)*

.....

3. CVs of experts assigned

See Annex II.

ANNEX V **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/2 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.

- ▶ **(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..