



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Equality between Men/Women, Action against Discrimination, Civil Society  
**Integration of People with Disabilities**

---

## Study Service Contract

---

*Contract title* **Supported employment schemes for people with disabilities in the EU and EFTA-EEA – good practices and recommendations in support of a flexicurity approach**

*Contract reference No* **VC/2009/0264**  
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

*Contractor* .....

### Other administrative information

*Department* **DG EMPL/G/3**

*Prior information* O.J. ref. No of notice publication: —  
*Call for tender* DG EMPL ref. No: VT/2009/028 of 20/02/2009

*Tender information* O.J. ref. No of notice publication: —  
*EPIC* Record No: ...../.../.....  
*Databases* SMART record No: 2009/0009  
*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 Johan TEN  
GEUZENDAM, Head of Unit - EMPL/G/3, 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/2009/028 of 20/02/2009) 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: **Supported employment schemes for people with disabilities in the EU and EFTA-EEA – good practices and recommendations in support of a flexicurity approach.**

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

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

### Article I.3 **Contract price**

**I.3.1. *Maximum total amount***

The maximum total amount to be paid by the Commission under the Contract shall be EUR 350 000.00 covering all tasks executed.

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

Not applicable.

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

Not applicable.

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

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

#### **I.4.1. Pre-financing**

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 20% of the total amount referred to in Article I.3.1 shall be made.

#### **I.4.2. Interim payment**

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

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 60% of the total amount referred to in Article I.3.1, shall be made.

#### **I.4.3. Payment of the balance**

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

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,

provided the report has been approved by the Commission.

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

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

#### **I.4.4. Performance guarantee**

Not applicable.

### **Article I.5 Bank account**

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

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

### **Article I.6 General administrative provisions**

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

#### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/G/3  
B-1049 Brussels (Belgium)

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

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

**Contractor**

..... (Mr/Mrs/Ms + forename and name)  
..... (function)  
..... (company name)  
..... (official address in full)

**Article I.7 Applicable law and settlement of disputes**

**I.7.1.** The Contract shall be governed by the national substantive law of Belgium.

**I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

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

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 60 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.4, the period of 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**

Article I.4.2 is amended as follows :

There will be 2 (two) Interim Payments :

Request for a first interim payment by the Contractor shall be admissible if accompanied by :  
- the interim report in accordance with the instructions laid down in Annex I of the draft contract,  
- 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, the first interim payment corresponding to the relevant invoices, up to maximum 30% of the total amount referred to in Article I.3.1 of the contract, shall be made.

Request for a second interim payment by the Contractor shall be admissible if accompanied by

- the draft final report in accordance with the instructions laid down in Annex I of the draft contract,
- 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, the first second interim payment corresponding to the relevant invoices, up to maximum 30% of the total amount referred to in Article I.3.1 of the draft contract, shall be made.

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,  
Johan TEN GEUZENDAM  
Head of Unit - EMPL/G/3  
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/2009/028 of 20/02/2009

---



### Specifications-Tender N°VT/2009/028

Supported employment for people with disabilities in the EU and EFTA-EEA – good practices and recommendations in support of a flexicurity approach

---

**1. Title of the contract:** *Supported employment schemes for people with disabilities in the EU and EFTA-EEA – good practices and recommendations in support of a flexicurity approach – VC/2009/0264*

#### 2. Background

##### 2.1 Objectives of the Progress Programme

In its Social Agenda (2005-2010), the Union 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.

*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* supports:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- (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).



Against this background, PROGRESS pursues the following general objectives, as set out in article 2.1 of the Decision:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States and in other participating countries through analysis, evaluation and close monitoring of policies;
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of key European level networks to promote, support and further develop Community policies and objectives, where applicable.

The present Call for tenders is issued in the context of the implementation of the 2009 annual plan of work which is consultable at:

[http://ec.europa.eu/employment\\_social/progress/annwork\\_en.htm](http://ec.europa.eu/employment_social/progress/annwork_en.htm).

## **2.2 The European Disability Strategy**

The present call is also to be placed in the framework of the EU disability strategy built on three pillars: (1) EU anti-discrimination legislation and measures, which provide access to individual rights; (2) eliminating barriers in the environment that prevent disabled people from exercising their abilities, and (3) mainstreaming disability issues in the broad range of Community policies which facilitate the active inclusion of people with disabilities.

In order to provide a dynamic framework for the EU disability strategy a rolling multi-annual series of EU Disability Action Plans (DAP) are established by the European Commission to ensure a coherent long term policy follow-up to the European Year of Disabled People in the enlarged Europe.

The EU Disability Strategy is spelled out in three Commission Communications<sup>3</sup>:

- Communication from the European Commission on establishing equal opportunities for people with disabilities: a European Action plan. (COM/2003/650)
- Communication from the European Commission on the situation of disabled people in the enlarged European Union: the European Action plan 2006 – 2007 (com/2005/604).
- Communication from the European Commission on the situation of disabled people in the European Union: the European Action Plan 2008-2009 (COM/2007/738)

The present third phase of the EU Disability Action Plan for 2008-2009 determines five priorities:

1. fostering accessibility of the labour market; (with explicit reference to supported employment and flexicurity)
2. boosting accessibility of goods, services and infrastructures;
3. consolidating the Commission's analytical capacity to support accessibility;
4. facilitating the implementation of the UN Convention;
5. and completing the Community legislative framework of protection against discrimination.

The Commission considers that disability is an issue of human rights and thus not a matter of discretion. The disability strategy therefore aims at the elimination of discrimination and at providing to

---

<sup>3</sup> These and other relevant documents can be found at:  
[http://ec.europa.eu/employment\\_social/index/7003\\_en.html](http://ec.europa.eu/employment_social/index/7003_en.html)

people with disabilities the same rights as non-disabled people, not only in theory but also in practice. This requires adequate policies, legislation and actions aiming at equal opportunities and defined together with disabled people themselves.

The EU and EFTA<sup>4</sup>-EEA<sup>5</sup> perceives disability essentially as the result of the dynamic interaction between a person with impairment and his or her environment. This implies the need to ensure that social constructions which lead to discrimination and stigmatisation are eliminated. Very often it is the environment that is disabling rather than the nature of the disability itself. The European Commission approach is an inclusive one, not based on the need to identify separate categories of persons with disabilities but instead focusing on the needs of individuals. This social model of disability also implies a gradual moving away from disability-specific programmes, towards a more mainstreamed and inclusive approach.

As part of this much more inclusive approach, the Commission strongly supports the mainstreaming of disability issues in Community programmes and policies in order to achieve full equality of opportunities for disabled people.

### **2.3 Employment of persons with disabilities, supported employment and the EU flexicurity framework**

In the light of the shrinking working population due to the demographic changes it is more important than ever to ensure that all groups of the population throughout working life are given a real chance to contribute to the output of the society. One of these groups is people with disabilities, as specifically mentioned in Council Conclusion nr 34 of the Spring Council of March 2006. The key challenges Member States are facing with respect to disability policy are low employment rates, a high dependency on benefits, high and increasing public spending on sickness and/or disability benefits as well as an increased poverty risk among those with disabilities. For the moment, only 50% of disabled people are employed compared to 68% of non-disabled. The inactivity rate of people with disabilities is twice that of non-disabled people. Only 15.9% of working disabled persons is provided with some assistance to work. At the same time, 43.7% of respondents believe they could work if they were given adequate assistance.<sup>6</sup>

Access to employment is a right for all individuals. This is clearly highlighted in the UN Convention on the Rights of Persons with Disabilities<sup>7</sup> and in the Charter of Fundamental Rights. The Charter in Article 15 "Freedom to choose an occupation and right to engage in work" states under point 1 that "Everyone has the right to engage in work and to pursue a freely chosen or accepted occupation" and in point 3 that "Nationals of third countries who are authorised to work in the territories of the Member States are entitled to working conditions equivalent to those of citizens of the Union". In practice persons with disabilities are far from being able to enjoy these rights. The relevant European policy framework is constituted by several Guidelines for the Employment policies of the Member States adopted as part of the European Employment Strategy calling for attracting and retaining more people in employment as well as increasing labour supply.<sup>8</sup>

The EU Disability Action Plan 2008-2009 calls for a comprehensive approach to increase the employment rate of people with disabilities through a combination of flexible employment schemes, supported employment, active inclusion, and positive measures complementing the existing European legislation on non-discrimination.

The Common Principles of Flexicurity endorsed by the European Council in December 2007 constitute the common framework for the implementation of integrated flexicurity strategies in the Member States. In line with its Communication on Flexicurity "Towards common principles of Flexicurity: More and better jobs through flexibility and security"<sup>9</sup>, the Commission will explore the opportunities for disabled persons under the Flexicurity framework.

---

<sup>4</sup> European Free Trade Area

<sup>5</sup> European Economic Area

<sup>6</sup> Labour Force Survey 2002

<sup>7</sup> In particular - Article 27

<sup>8</sup> [OJ L, 198, 26.7.2008](#)

<sup>9</sup> COM/2007/539

Flexicurity is a means to reinforce the implementation of the Lisbon Strategy, create more and better jobs, modernise labour markets, and promote good work through new forms of flexibility and security to increase adaptability, employment and social cohesion. By increasing adaptation to change and easing transitions between jobs, flexicurity aims at protecting employment and long-term employability rather than particular jobs.

Flexicurity involves the deliberate combination of (1) Flexible and reliable contractual arrangements (from the perspective of the employer and the employee, of "insiders" and "outsiders") through modern labour laws, collective agreements and work organisation; (2) comprehensive lifelong learning strategies to ensure the continual adaptability and employability of workers, particularly the most vulnerable; (3) effective labour market policies that help people cope with rapid change, reduce unemployment spells and ease transitions to new jobs; (4) modern social security systems that provide adequate income support, encourage employment and facilitate labour market mobility. This includes broad coverage of social protection provisions (unemployment benefits, pensions and healthcare) that help people combine work with private and family responsibilities such as childcare. Whereas Flexicurity is explicitly called upon to support gender equality the link with ensuring equal rights for persons with disabilities still needs to be made more explicit.

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

The contract covers the production of a study Report, a Compendium of good practice on supported employment schemes incorporating integrated flexicurity measures in the European Union and EFTA-EEA and a Directory of supporting services and the organisation of an expert meeting in Brussels. The aim of these products is to contribute to an improvement of the employment rate of person with disabilities.

To that end the study will involve a comparative analysis of supported employment schemes and integrated flexicurity policies which provide personal assistance and workplace adaptations taking into consideration the needs of disabled people in open paid employment. It will highlight the relevance and possibilities of the various forms of supported employment, by mapping and assessing existing practices in the Member States and EFTA-EEA countries, by giving recommendations for better policy design on State level, by illustrating successful applications and by facilitating access to support services in order to encourage policy makers, workers and employers alike. Supported employment schemes shall be analysed in the general framework of enhanced labour market flexibility combined with security as described in the Communication on flexicurity.

The definition, design, prevalence and usage of supported employment schemes in the Member States are widely differing. However it is acknowledged that their usage or that of similar schemes has not yet reached its full potential. There is a need to identify good practices showing results in terms of quantity and quality of growing employment in the open labour market for persons with disabilities. The research should also lead to policy recommendations to increase the use and effectiveness of supported employment.

Supported Employment shall be defined in a general sense as providing support to people with disabilities to secure and maintain paid employment in the open labour market. It may aim to facilitate the first entry into the labour market, to facilitate transitions from sheltered to regular employment or it can be a part of a rehabilitation measure. It covers all kinds of measures, providing personal assistance and workplace adaptations taking into consideration the needs of disabled people in open paid employment.

Design of supported employment process can for example consist of various elements like (1) initial information and identification services engaging the candidates, (2) vocational profiling including the identification of skills and preferences for work, (3) job finding by matching the profile with a suitable job and finding an employer, (4) workplace arrangements engaging the employer, (5) on/off the job support supporting the integration into the job and the workplace.

Seeing supported employment as an active labour market policy, it is also important to include the role of public employment services in the analysis.

Further it is important to take account of any relevant activities at European level (e.g. peer reviews, expert exchanges like those in the context of Employment Committee) that might take place on the topic (or on job retention schemes preventing early exit from the employment market and orientations

for the reform of financial compensation providing income replacement) during the time the study is carried out and to prepare the study output in a way that it can be used as input to such activities.

#### **4. Participation**

Please note that:

- 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.
- 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.

#### **5. Task to be carried out by the contractor**

##### **5.1 Description of the Tasks**

The contractor will produce a study Report, a Compendium of good practice on supported employment schemes incorporating integrated flexicurity measures in the European Union and EFTA-EEA countries and a Directory of supporting services, in regular and close co-operation with the European Commission (DG EMPL, Unit G3 Integration of People with Disabilities). In particular the contractor will undertake the following tasks:

##### **A - Mapping and analysis of national supported employment schemes and integrated flexicurity measures**

An overview of existing supported employment or similar measures in the EU and EFTA-EEA countries shall be achieved and show what measures are achieving good results. Therefore the contractor shall collect and analyse information in the 27 EU Member States and the countries of the European Economic Area (Norway, Iceland, Liechtenstein). It is equally important to highlight where supported employment or similar schemes do not exist.

The overview by Member State shall describe the concepts and their usage and their effectiveness be assessed. This shall include the identification of the legal basis, embedding in social, welfare and labour market policies, structure of maintenance and constellation and responsibilities of cooperating services (e.g. public employment services), financial ceilings, quantitative information on usage and caseloads, general impact assessment.

The following questions shall be answered:

##### **1. Definition and benchmarking with similar or related services per Country**

- Is there a “supported employment” scheme, or anything similar under another name?
- What is the precise definition used for supported employment (or equivalent) and what for sheltered employment?
- What type of “job-coaching” is used?
- By whom is the job coaching performed?
- Are there any transition measures between sheltered and supported employment?

- How is supported employment used to facilitate the entry and stimulate the integration of people with disabilities in the open labour market?
- What are the other vulnerable groups it is used for?
- Is supported employment always about paid jobs in the open labour market, or does it also involve placements with training fees, jobs in a (semi-) sheltered environment etc.
- Is supported employment identified as an active labour market measure, and identified and described as such in the National Reform Programme?
- How is supported employment combined with any other ALMP, like wage subsidies?
- Is there an integrated flexicurity approach, deliberately combining the four components of flexicurity?
- What is the average duration of formal supports? Is there an upper limit to access to the services of the job coach?
- Are there specific eligibility requirements in order to qualify for supported employment services e.g. a particular type of impairment or level of functioning?
- Is there an opportunity for those in supported employment to gain external recognition of the skills and knowledge they gain?
- Is there a limitation with regard to the level of disability? Can all persons with disabilities make use of supported employment and its access to the services, linked to the level of support needs?
- Is there any training for staff providing support services? If so, please specify.
- Are there any flexicurity measures for persons with disabilities that are different from those for the general population?

## 2. Funding

- How is supported employment financed? What are the sources? Only with public money? Which services contribute/cooperate?
- The benefit trap: is it really an advantage for people with disabilities to get out of a benefit and into a job in the open labour market?
- How flexible is it to enter and leave the benefit system when leaving a job?
- Does work pay? What is the net difference between unemployment with benefits and employed without benefits?
- What financial incentives are available for employers and employees?

## 3. Monitoring

- How is supported employment monitored? Who monitors? Are any targets set? Is there information on case loads?
- Are any statistics available on the extent of its use and on its success rate, and if yes, where?
- Paid vs. unpaid jobs: are there data on how many of the jobs obtained are 'real' paid jobs? How many are rather training placements with participants receiving a training fee? Are there data on job retention?
- Is it considered as a successful and efficient method? On what ground?
- What types of jobs are usually targeted by supported employment services?
- Are supported employment workers assisted to change jobs?
- Are there organisations offering individual future career planning in the context of supported employment?
- What data are collected on flexicurity measures and their longer term results for persons with disabilities and their employers?
- Is there an impact evaluation of activation measures on employment?

## 4. The role of (public) employment services (PES)

- How is supported employment integrated in the services of PES?
- Is PES personnel trained to provide supported employment services?
- Are private providers/employment services providing supported employment services?
- If yes, do they have performance targets and what kind?
- Does a stakeholder forum exist focusing on employment of people with disabilities, including all actors (people with disabilities, social service providers, local authorities, researchers etc?)
- What is their role in promoting/ developing integrated flexicurity schemes?

## 5. The role of other services and key actors

- What are the other services involved in the supported employment process in your state and how do they cooperate (social service, housing, transport, etc)?
- What is the role of specific service providers like rehabilitation services?
- What is the role of social partners in general and trade unions in particular?
- What is the role of non governmental organisations representing people with disabilities?
- What is the role of cooperative structures and how are they organised?

#### **6. Meeting employers' needs:**

- How good, efficient, quick is the job matching?
- What about employer satisfaction?
- Any data on how intensive/frequent the contact with employers is?
- Any data on what kind of enterprises (public/private, size, ...) are worked with most and in the most successful way?
- Any 'success methods' or appropriate training on meeting employers' needs?
- Is there any cost-benefit information for employers?

#### **7. Meeting the employee's needs**

- What is the average income of workers in supported employment?
- What is the drop out rate from supported employment services?
- Is there any information about the job satisfaction of supported employment workers?
- What about their income security?
- How are experiences with physical and functional workplace environment to specific employee's needs?

#### **8. General questions**

- What are the main advantages of supported employment?
- What are the main pitfalls?
- How can its use and effectiveness be maximised?
- To which extent could it be used for other vulnerable groups?
- What is the impact of the economic crisis on the resources made available for support schemes (in a time when support is likely to be more needed than before)?
- What are the general experiences with supported employment from a user perspective?
- Are supported employment professionals and support staff trained (training for: job coach, job finder, job carver, general).
- Does cooperation with (special needs education) schools and training centers with the focus on transition from school to adult life exist, to prevent segregation?
- How do supported employment and flexicurity interact?

Furthermore supported employment has to be put in the context of European goals and policies (social inclusion, Employment Strategy, compliance with other European legislation such as the Employment Equality Directive 2000/78/EC, European disability strategy and the UN Convention on the Rights of Persons with Disabilities, etc.)

### **B - In depth analysis**

In addition to the general analysis of supported employment an in depth analysis of at least five countries (selection to be agreed with the Commission based on a proposal of the bidder with the aim to have the most representative selection) shall be conducted. This analysis shall focus in greater detail than under A on the interaction between supported employment schemes and the Flexicurity approach. Reference shall be made to the relevant research and key documents in particular the European Commission's Communication on the common principles of Flexicurity.<sup>10</sup> It has to be assessed:

(a) How the integrated approach and inclusive concept of Flexicurity can best be applied for the benefit of people with disabilities;

(b) where the application of Flexicurity principles contributes positively to the employment situation of people with disabilities;

---

<sup>10</sup> COM (2007) 359

(c) where and in what way national policies considered Flexicurity principles in adapting employment policies for people with disabilities in the recent years and what Flexicurity elements are applied in supported employment policies;

(d) how such measures can be used to comply with the obligations of State Parties set in Article 27 of the UN Convention on the Rights of Persons with Disabilities.

### **C - Compendium of good practice**

During the mapping and analysis phase the contractor shall develop criteria for the identification of good practice in the field of supported employment and present at least:

- Five national policies including the underlying funding and share of responsibility of involved services and other relevant organisations analysed in the framework of flexicurity that are addressing the needs or are inclusive of the needs of persons with disabilities;
- Nine positive employers' experiences with supported employment schemes;
- Nine positive employees' experiences.

The examples shall cover a wide variety of cases like different kinds of impairments, different company sizes different geographical regions and new and old member states, EU and EFTA-EEA countries

The collected examples shall also be presented in form of a text that can be used as stand alone document including a preface that is suitable for distribution to the general public, possibly together with the directory of supporting services mentioned below.

### **D – Directory of supporting services (address book)**

In the course of the study, data on relevant services in the European countries which can support employers and employees shall be collected and listed covering the 27 EU Member States and the countries of the European Economic Area (Norway, Iceland, Liechtenstein). Data collected shall comprise at least: the name, address, website, email address and telephone number of the service.

The collected data shall also be presented in the form of a stand alone document in such a way that it can be easily used by the general public (requirements for language, lay-out, users instruction, table of contents, index etc).

### **E- Policy Recommendations**

The analysis on supported employment shall lead to conclusions and policy recommendations with a focus on:

- (a) How supported employment schemes can be successfully introduced or their effectiveness improved, their usage increased;
- (b) what role the EU level can play to increase the utilisation of supported employment in the Member States and EFTA-EEA countries (e.g. Legislation, funding through Structural Funds, priorities for the new disability strategy etc.);
- (c) how integrated Flexicurity policies or specific measures can contribute to successful integration of persons with disabilities in the labour market;
- (d) how the EC can comply with its relevant obligations under the UN Convention on the Rights of Persons with Disabilities, in particular in Article 27, and how it can help the Member States and EFTA-EEA countries to comply with theirs?

These recommendations shall be presented separately from the chapter with conclusions of the study report.

### **F- The organisation of an expert meeting**

The draft final report shall be presented and discussed during an expert meeting of not longer than one day at the Commission's premises in Brussels. Participants are 7-15 experts and Commission representatives. The discussions of this meeting shall feed into the final study report. The meeting should be scheduled to take place between the end of month 11 and the end of the contract period and allowing sufficient time to incorporate the meeting's findings into the final report.

## **5.2 Guide and details on how the tasks are to 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 its proposed team and/or staff respects the gender balance at all levels. It will also pay due attention when appropriate to the gender dimension of the service he is asked to deliver as detailed in the description of tasks.

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.

At the end of the work, the Contractor should provide all relevant information, results and products in a suitable format for presentation as a news item on the DG's website<sup>11</sup>. The Contractor should provide: a short summary of the outcomes in English, French and German; related documents (pdf with table of contents and internal hyperlinks); related links; images and/or graphical elements.

## **6. Professional qualifications required**

See Annex IV of the draft contract, experts' CVs.

Any replacement of experts during the period covered by the contract has to be submitted as a preliminary to the European Commission for agreement

## **7. Time schedule and reporting**

See Article I.2. of the contract.

### **7.1 Publicity and information requirements**

In accordance with the General conditions, all contractors are under the obligation to acknowledge that the present service has been commissioned for 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. In the context of the Community Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

*This (publication, conference, training session etc) is commissioned under the European Community Programme for Employment and Social Solidarity - PROGRESS (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.*

---

<sup>11</sup> <http://ec.europa.eu/social>



*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' commitment. 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](http://ec.europa.eu/employment_social/progress/index_en.html)

## **7.2 Calendar**

The duration of the tasks shall not exceed 14 months. The starting date will be the date on which the contract is signed by the last contracting party.

## **7.3 Reports**

The following reporting requirements are expected:

### **1. Inception note**

An inception note in English - including the methodological and structural part of the work - indicating the scope of research should be delivered **within 1 month** after the starting date on which the contract is signed by the last contracting party.

### **2. Interim technical report**

An interim report containing - an executive summary of maximum 2 pages in English, a comprehensive report of the work carried out including the interviews, the analysis and the conclusions in English, a methodology note (legislation and literature reviewed, interviews carried out, data or database used) should be delivered **within 6 months** after the starting date of the contract.

### **3. Draft final report**

A draft final report containing - a comprehensive report of the work carried out including the analysis and the conclusions in English, a methodology note (legislation and literature reviewed, interviews carried, data or database used) should be delivered **within 12 months** after the starting date on which the contract is signed by the last contracting party taking into account the comments of the Commission on the draft final report.

A preparatory version of the draft final report shall be presented and discussed during an expert meeting at the Commission's premises in Brussels. (7-15 experts and Commission representatives). The discussions of this meeting shall feed into the final study report. The meeting has to be organised by the successful bidder and all costs have to be covered by the bid (accessibility, personal assistance for the participants if needed, interpretation, travel and subsistence for participants).

The meeting should be scheduled to take place between the end of month 11 and the end of the contract period and allowing sufficient time to incorporate the meeting's findings into the final report.

#### 4. Final report

1. A final accessible report in English containing - a comprehensive description of the work carried out, a methodology note (legislation and literature reviewed, questionnaire, interviews carried out, data or database used, etc.) proofread by an English native speaker.
2. the concrete deliverables (all in electronic form (word or pdf and in paper copy):
  - The study report covering tasks A, B and E mentioned above and shortly describing the production of C and D in the form of a document ready for publication (max. 150 pages), clearly structured including a summary in English, French and German, a separate chapter on Conclusions as well a separate chapter on Recommendations;
  - the Compendium of Good Practice also including a short preface (indicative size max. 60 pages);
  - The Directory of supporting services in the EU 27 and the countries of the European Economic Area (Norway, Iceland, Liechtenstein) (address book);
  - a short expert meeting report (task F) including general information and the participant's contributions (max. 20 pages).

The final report shall be delivered at the **latest 14 month** after signature of the contract taking into account the comments of the Commission on the draft final report.

#### 8. Progress Programme 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 in Annex the overview of *PROGRESS* performance measurement framework. For more information on the strategic framework, please visit *PROGRESS* website.

The Commission will in that context monitor the effect of *PROGRESS* supported or commissioned initiatives and considers how these initiatives contributes 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 its own performance to the Commission and/or persons authorised by it against a template which will be annexed to the contract. 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.

#### 5. Additional information to the Tender specifications and monitoring

See attached document(s): ..... pages.

---

## Contractor's Tender

ANNEX II

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

---

See attached document: ..... pages.

Draft  
Draft

## 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 €
<b>FEES AND DIRECT COSTS</b> (fixed prices)					
Experts' fees (to be specified for each expert)	0,00	0	w.d.	0,00	0,00
Other direct costs (to be specified) Details	0,00	0	unit	0,00	0,00
<b>Sub-total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>

w.d. = 1 working day for 1 expert

#### **Additional information to the Breakdown of prices**

See attached document: ..... pages.

### 2. Calculation of amounts due under the present Contract

#### 2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s)<sup>12</sup> in the required format(s), but does not include the reimbursable expenses defined below.

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

#### 2.2. Reimbursements

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

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

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

##### 2.2.1 DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, 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.

<sup>12</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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>
.	

### 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 Johan TEN GEUZENDAM, Head of Unit - EMPL/G/3 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.

Draft  
Draft



- ▶ **(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..

Draft  
Draft