



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Employment, Lisbon Strategy, International Affairs
European Employment Strategy, CSR, Local Development

Study Service Contract

Contract title **Studies Contracts on "Monitoring of the EU employment policy priorities in the context of the post-Lisbon 2010 agenda and strengthening of the methodological capacity to assess policy responses at MS and the EU level".**

Contract ref. no. **VC/2009/0576**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/D/2**

Pre-information notice O.J. publication ref. no: —
Call for tenders DG EMPL ref. no: VT/2009/046 of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Databases SMART ref. no:
Service category no: A11

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 Robert STRAUSS,
Head of Unit - EMPL/D/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/2009/046 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
- **Annex VI** Final technical report to be submitted

which form 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: **Studies Contracts on “Monitoring of the EU employment policy priorities in the context of the post-Lisbon 2010 agenda and strengthening of the methodological capacity to assess policy responses at MS and the EU level”.**

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 12 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 0.00 covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

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

In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR 0.01. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.2.1.

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

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

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

1.4.1. Pre-financing

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

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,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

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

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

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,
- statements of reimbursable expenses in accordance with Article II.7,

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:

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

² By a document issued or certified by the bank.

Commission

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

Contractor

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

Article I.7 Applicable law and settlement of disputes

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

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

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

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4, are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 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.

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,

Robert STRAUSS

Head of Unit - EMPL/D/2

Employment, Social Affairs and Equal

Opportunities DG

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Draft
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Tender Specifications and Monitoring

ANNEX I

Tender No. VT/2009/046 of

1. TITLE OF THE CONTRACT

Studies contracts on "Monitoring of the EU employment policy priorities in the context of the post-Lisbon 2010 agenda and strengthening of the methodological capacity to assess policy responses at MS and the EU level"

Lot n° 1 - "Establish a monitoring and evaluation strategy for the post-2010 growth and jobs strategy"

Lot n° 2 - " Establish a concrete assessment methodology with particular focus on qualitative aspects"

2. PROGRESS INTRODUCTION

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

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

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

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

More specifically, PROGRESS will support:

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

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/social/main.jsp?catId=623&langId=en>

3. BACKGROUND

The Lisbon strategy was adopted by the Head of States and Governments in March 2000 with the commitment to make the European Union the most competitive and dynamic knowledge-based economy in the world capable of sustainable economic growth with more and better jobs and greater social cohesion within a ten year period³.

The mid-term review carried out in 2005 found that progress had at best been mixed and that the policy agenda had become overloaded, with a lack of co-ordination and with sometimes conflicting priorities.

In 2005 the Commission proposed a new start for the Lisbon Strategy, focusing the efforts around two principal tasks – delivering stronger, lasting growth and creating more and better jobs. The renewed Lisbon Strategy sets out an integrated agenda of policy reforms, including labour market reforms in a context of globalisation, enlargement, demographic change and rapid technological progress.

With the new start of Lisbon the idea of a Partnership for Growth and Jobs, supported by a Union Action Programme and National Action Programmes was launched. It builds on three central concepts:

- Firstly, the need to focus Europe's actions more on the policies that will have greatest impact.
- Secondly, the need to mobilise support for change by establishing broad and effective ownership of the Lisbon goals so that they become part of national political debate.
- Thirdly, the need to simplify and streamline Lisbon by simplifying reporting and by defining an integrated set of Lisbon "guidelines" to frame Member State action.

One third of the Integrated Guidelines adopted in 2005, and prolonged to be valid until 2010 falls within the employment area covering the following 8 priority areas for the Lisbon strategy within the employment field:

- Implement employment policies aiming at achieving full employment, improving quality and productivity at work, and strengthening social and territorial cohesion
- Promote a life-cycle approach to work
- Ensure inclusive labour markets, enhance work attractiveness and make work pay for job-seekers including disadvantaged people and the inactive
- Improve matching of labour market needs
- Promote flexibility combined with employment security and reduce labour market segmentation, having due regard to the role of social partners
- Ensure employment friendly labour cost developments and wage setting mechanisms
- Expand and improve investments in human capital
- Adapt education and training systems in response to new competence requirements.

³ See http://ec.europa.eu/employment_social/employment_strategy/index_en.htm

Looking beyond 2010 the most widely agreed overall objective is sustainable prosperity for all. The European Spring Council 2010 is expected to adopt the new post-2010 strategy for growth and jobs based on a proposal from the Commission.

Together with the definition of a new post-2010 Lisbon strategy, the European Employment Strategy (EES) will need to be reviewed. Set up in 1997 in an EU of 15 Member States the EES has served the EU well. It saw rising employment rates, falls in unemployment and reformed, better functioning, labour markets. Active rather than passive labour market policy measures have become the norm. Older workers are seen as a valuable resource and not a target for early retirement. Childcare is seen as a key argument for higher employment rates. Women should receive equal pay without exception.. For the last 5 years the guidelines have remained unchanged. The financial and economic crisis and the subsequent impact on the labour market crisis has made it clear, however, more than ever that we need to thoroughly review and revise the EES for the post-2010 period.

4. SUBJECT OF THE CONTRACT

The tasks are divided into two lots and bidders may bid for one or two lots. For each lot a separate bid must be submitted.

Each lot covers different issues. The specificities of the different lots are explained in the following.

Lot n° 1 - "Establish a monitoring and evaluation strategy for the post-2010 growth and jobs strategy"

A new post-2010 strategy for growth and jobs is expected to be adopted by the European Spring Council in 2010. The post-2010 Strategy needs to identify ways to improve the delivery of reforms, recognising that it is Member States who are responsible for the implementation of the bulk of the necessary measures. There seems to be some convergence of views that the future Lisbon strategy must continue to respond to the following key challenges that will be even more pertinent after 2010, namely:

- Shaping up for and shaping globalisation;
- Preparing for demographic change;
- Accelerating the transition towards a low carbon economy;
- Seizing the opportunities of technological change and the benefits of the impending Communications revolution.

The first lot will start with an assessment of the employment dimension of these key challenges. Once the employment dimension has been assessed the study should propose meaningful indicators covering the whole spectrum of employment and social issues that would allow to monitor performance (in qualitative and quantitative terms) the policy response from Member States and the EU on these challenges.

Lot n° 2 - " Establish a concrete assessment methodology with particular focus on qualitative aspects"

The second lot deals with creating a concrete and operational methodology to factually assess the performance of Member States within the different dimensions as well as to assess the quality of the policy response given by Member States in addressing key priorities. Criteria for policy assessment should be formulated, including theoretical and empirical guidance for assessing policy response in different policy areas.

A particular challenge in this context is to also develop monitoring and assessment arrangements for (especially medium term) measures put in place by Member States and the EU to mitigate the impact of the financial and economic crisis on employment that started in 2008.

5. 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.

6. TASKS TO BE CARRIED OUT BY THE CONTRACTOR

6.1 Tasks to be carried out under Lot n° 1 - "Establish a monitoring and evaluation strategy for the post-2010 growth and jobs strategy"

A new post-2010 strategy for growth and jobs is expected to be proposed by the Commission by the end of 2009 and adopted by the European Spring Council in 2010. The new strategy might include policy areas which so far have been relatively under-monitored and not sufficiently assessed.

The purpose of this task is to propose meaningful indicators covering the whole spectrum of employment and social issues taking into account also relationship between these policy fields and with other relevant policies in the micro and macro economic field. Special attention should be given to the merits of a so-called integrated flexicurity approach in decision making. These indicators should become part of the overall approach to allow close monitoring and evaluation of the post-Lisbon strategy. Apart from providing a framework for assessing the post Lisbon strategy this part would also have to reflect on how to overcome the typical problem of time lags between reform preparation and implementation, data collection and seeing the impacts thereof in labour markets which might constrain timely evaluation of the impact of reform measures.

The basis for such a monitoring strategy would be a methodology that can identify those policy areas which should be given priority in a given Member State in order to ensure growth and jobs. This identification should be based on a set of transparent parameters which would aim at showing why a given policy area is priority and how this is justified.

6.2 Tasks to be carried out under Lot n° 2 "Establish a concrete assessment methodology with particular focus on qualitative aspects"

The Commission's annual assessment in the context of the Lisbon strategy is the basis for key policy recommendations given to Member States.

Substantial work has been carried out in recent years within the Commission in order to define and develop a transparent methodology for assessing Lisbon reforms. More attention will be needed in the field of developing a methodology that enables both a qualitative and quantitative assessment of progress obtained towards commonly agreed targets for the EU27 within the employment and social policy area.

Based on the previous work carried out in this area, a transparent and easy to use tool should be developed to support the assessment of Member States reform measures in the employment field.

This methodology would have to cover two principal elements:

- An approach to quantitatively assess the performance of a given Member State taking into account different starting position, current trends and desired outcomes. Ways to assess and measure national performance against the Member States own potential should also be developed;
- An approach to qualitatively assess the policy response of Member States in the light of the key priorities and challenges they have identified. Criteria for progress should be identified and guidance with respect to different policy areas based on theoretical and empirical analysis should be given.

Coverage:

The purpose of this study is to provide an overall approach for how progress towards employment (and social objectives) within a new strategy can be monitored and evaluated in a transparent manner. In this context the study should also address particular challenges related to a future set of employment guidelines. Some policy areas within the employment field are closely related to the current Integrated Guidelines for the micro and macro strand. To the extent there are overlaps/linkages will remain to exist in the new set of Guidelines this should be covered in the assessment. The study will also involve technical support from the contractor to develop dedicated software applications once the format for the assessment methodology has been agreed.

Sources/literature/reviews:

The study should be based on all relevant literature including evaluations carried out in the field. To underpin the analysis and conclusions the study might also include various macro-economic forecasting- and anticipation models that would help quantifying the effects of certain policy initiatives. The study might also draw on major country specific experiences to illustrate a potential within a given reform proposal.

Nature of the analysis:

The study has at least two target groups namely those people that are more interested in the methodological part (eg written by and for people with an analytical background especially in labour market economics) and secondly policy officers responsible for developing and monitoring employment policies at MS and EU level (eg more interested in the outcome of the assessment leading to possible policy conclusions). The output requested should serve both groups.

Data:

The study should as far as possible make use of harmonised Commission data (EMCO indicators)
See for example:

- DG EMPL indicators available at:
http://ec.europa.eu/employment_social/employment_strategy/docindic_en.htm
- Economic and Financial Affairs DG's (DG ECFIN) AMECO available at:
http://ec.europa.eu/economy_finance/indicators/annual_macro_economic_database/ameco_en.htm
- European Commission, DG ECFIN and Economic Policy Committee LABREF database available at: http://ec.europa.eu/comm/economy_finance/indicators/labref/
- European Commission dedicated studies and reports for example Employment in Europe:
http://ec.europa.eu/employment_social/employment_analysis/index_en.htm

- Eurostat available at:
http://epp.eurostat.ec.europa.eu/portal/page?_pageid=1090,30070682,1090_33076576&_dad=portal&_schema=PORTAL

Nevertheless, other data sources also have to be taken into account, including OECD data. The tenders submitting a bid should spell out clearly which data sources they plan to use.

Seminar:

The contractor will present the draft final report in a seminar which will be held in the Commission's premises. The contractor, in cooperation with the Commission, will be responsible for proposing the agenda and the participants. The Commission will provide the conference facilities and reimburse the expenses for experts not belonging to the contractor.

6.3 Guide and details of how the tasks are 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 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 European Commission 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.

6.4 General publicity and information requirements:

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

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

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

With regard to publication and any communication plan linked to the present activity, the Contractor will insert the European Union logo and mention the European Commission as the Contracting Authority in every publication or related material developed under the present contract.

7. PROFESSIONAL QUALIFICATIONS REQUIRED

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

8. TIME SCHEDULE AND REPORTING

See Article I.2. of the draft contract.

8.1 Specific requirements (specific deadlines for the performance of tasks) - Lot 1 - "Establish a monitoring and evaluation strategy for the post-2010 growth and jobs strategy"

The full duration of the contract should not exceed 12 months from the date of the signature of the contract.

The contractors are asked to provide the following:

- **An inception report** within one month from the signature of the contract with:
 - a proposed literature review;
 - a description of envisaged data sources to be used;
 - a detailed description of the research methodology;
 - possible case studies;
 - a detailed work schedule for the remaining 11 month period describing how the team's work will be structured, the technical means and methods that will be used;

- an indication of missions or visits required for the whole the project.
- An **interim report** after five months from the signature of the contract with:
 - the provisional findings and a summary of the work carried out;
 - the work programme planned for the following period;
 - present status of expected output documents, and comments on the degree of achievement;
 - any comments, suggestions or recommendations judged useful or necessary by the Contractor;
- A **draft final report** in English after 10 months from the signature of the contract, in the form of a revised and amended version of the intermediate report
- A **final report** in English after the period of 11 months as established in the contract, accompanied by a summary report.

All reports described above will be submitted in English language, in 3 hard copies as well as in electronic format (CD-ROM) The executive summary of the final report has to be presented in English, French and German.

The contractor should anticipate 4 to 6 working meetings with the Commission Services, to take place in Brussels approximately every two months.

8.2 Specific requirements (specific deadlines for the performance of tasks) - Lot 2 "Establish a concrete assessment methodology with particular focus on qualitative aspects"

The full duration of the contract should not exceed 12 months from the date of the signature of the contract.

The contractors are asked to provide the following:

- An **inception report** within one month from the signature of the contract with:
 - a proposed literature review;
 - a description of envisaged data sources to be used;
 - a detailed description of the research methodology;
 - possible case studies;
 - a detailed work schedule for the remaining 11 month period describing how the team's work will be structured, the technical means and methods that will be used;
 - an indication of missions or visits required for the whole the project.
- An **interim report** after five months from the signature of the contract with:
 - the provisional findings and a summary of the work carried out;

- the work programme planned for the following period;
 - present status of expected output documents, and comments on the degree of achievement;
 - any comments, suggestions or recommendations judged useful or necessary by the Contractor;
- A **draft final report** in English after 10 months from the signature of the contract, in the form of a revised and amended version of the intermediate report.
 - A **final report** in English after the period of 11 months as established in the contract, accompanied by a summary report.

All reports described above will be submitted in English language, in 3 hard copies as well as in electronic format (CD-ROM) The executive summary of the final report has to be presented in English, French and German.

The contractor should anticipate 4 to 6 working meetings with the Commission Services, to take place in Brussels approximately every two months.

8.3 General reporting requirements under PROGRESS

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:

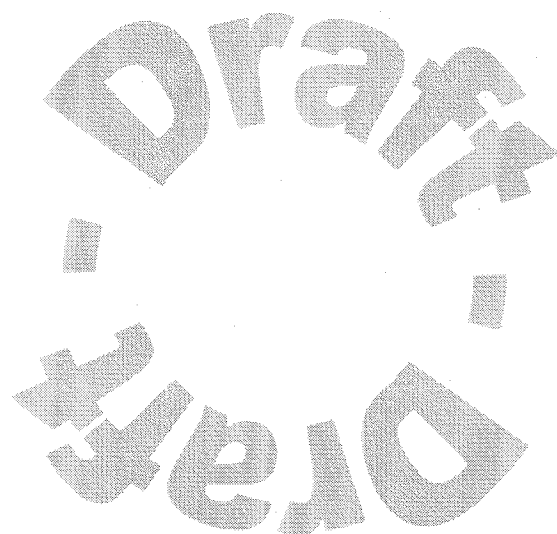
- Identifying the most important results for European citizens;
- Managing for these results, including setting clear desired results, implementing plans based upon these results and learning about 'what works' in the process;
- Seizing opportunities to work together whenever this helps achieve the results.

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

The Commission will in that context monitors 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 that will be attached as annex VI 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.

1. Additional information to the Tender specifications and monitoring

See attached document(s): pages.



Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

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

w.d. = 1 working day for 1 expert

Additional information to the Breakdown of prices

See attached document: pages.

2. Calculation of amounts due under the present Contract

2.1. Fees

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

Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ⁴ in the required format(s), but does not include the reimbursable expenses defined below.

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

2.2. Reimbursements

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

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

2.2.1 DSAs (Daily Subsistence Allowances)

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

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

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

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

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AT	Austria	95,00	130,00	IT	Italy	95,00	135,00
BE	Belgium	92,00	140,00	LT	Lithuania	68,00	115,00
BG	Bulgaria	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

⁴ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

2.2.2 *Travel expenses*

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

3. **Additional provision**

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

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ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

Level of qualification	Category of personnel
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

Full names of experts assigned	Level of Qualification (I to iv, see above)

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 Robert STRAUSS, Head of Unit - EMPL/D/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.

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

Not applicable to the present Contract.

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

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

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ANNEX VI Final technical report to be submitted

See attached document(s): 10 pages.

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ANNEX VI TO THE CONTRACT COMPRISING

1.- FINAL TECHNICAL REPORT TEMPLATE TO BE USED BY CONTRACTORS COMMISSIONED UNDER PROGRESS

2.- SUMMARY TEMPLATE

3.- COMPULSORY MENTIONS OF COMMUNITY SUPPORT

COMMUNITY ACTION PROGRAMME IN THE SPHERE OF EMPLOYMENT AND SOCIAL SOLIDARITY – PROGRESS 2007-2013

1.- FINAL TECHNICAL REPORT TEMPLATE TO BE USED BY CONTRACTORS COMMISSIONED UNDER PROGRESS

This report should tell us how the service you have been commissioned to deliver has progressed and what was achieved.

It is divided in three different parts.

- The first part relates the general information about your commissioned work.
- The second part refers to a more qualitative self-assessment of your commissioned work.
- The third part concerns quantitative information related to your work that we will request you to collect, compile and present. This information will be used for the performance monitoring of PROGRESS, your funding programme. Lastly, the list of evidence and annexes to be attached is given at the end of the quantitative information questionnaire.

This form can be filled in English, French or German.

Please send **THREE** hard copies of this Final Technical Report, including all of your evidence in ONE copy only, to:

Please email **ONE** electronic copy of this form and your evidence to:

Please complete all the sections

I.- GENERAL INFORMATION

Title of the service

Please insert the title as indicated in your contract

Contract reference Number

Please insert the reference as indicated in your contract

Period of Performance

From (dd/mm/yyyy)

To (dd/mm/yyyy)

Details of the contractor

Name

Street

Postcode

City

Country

Website

Telephone

Telefax

Legal representative

Family Name

First Name

Position/Function

Person to contact for questions on the report (contact person)

Family Name

First Name

Position/Function

E-mail

Telephone

Telefax

II.- QUALITATIVE INFORMATION

II.1- Results

Summary of progress of your work (include detail on how the planned tasks have been carried out).

In case your plan of work varied, such as dates for deliverables, reduction/increase of the delivered outputs, please explain the rationale of such variance from your original plan of work.

We take equal opportunities very seriously. As indicated in the terms of reference related to this service, you were asked to consider ensuring an appropriate mix of people in your team, that the delivered outputs as laid down in the specifications are accessible to all when relevant and that all dimensions, in particular gender dimension, are looked at in your work when relevant. How did you make sure that those equality considerations have been integrated in your work?

- appropriate mix of people in your team
- delivered outputs are accessible to all
- all dimensions, in particular gender dimension, looked at in your work

II.2- Lessons learned

What are the most important outcomes and lessons learned from your work?



III.- QUANTITATIVE INFORMATION

Please note that quantitative performance information must be submitted only in relation to delivered outputs in Year N if any by 31 December Year N at the latest. Such information will feed into PROGRESS annual performance report Year N due to be submitted to the European Parliament and the Council by 31 March Year N+1.

In case your action unfolds over two subsequent years, you will have to report on Year N about delivered outputs in Year N and report on additional delivered outputs in Year N+1 in your final reporting.

REPORTS	Unit	Planned	Actual
If there were REPORTS (analyses, studies, reviews, manuals, working papers, toolkits, etc.) produced under your work please indicate:			
Number of reports, of which	No.		
• reports aimed at providing policy advice, research and analysis	No.		
• reports aimed at identifying good practices	No.		
• monitoring and assessment reports on the implementation of laws or policies	No.		
• reports aimed at the development of appropriate statistical tools, methods and indicators	No.		
Next please indicate the key audiences which are the intended users of the report(s):			
Target audience (mark the appropriate)			
• EU-level policy and decision-makers	N/A		
• National/regional/local-level policy and decision-makers	N/A		
• Social, economic/business partners	N/A		
• Civil society, NGOs	N/A		
• Academia, experts, think tanks	N/A		
• Media, Journalists	N/A		
• All of the above			
• Other	N/A		
If (any of) the reports have been actively distributed, please indicate:			
Scope of dissemination, of which			
• Total number of paper copies distributed	No. of copies printed and distributed		
• Total number of electronic copies downloaded from the website (if web address differs from the one indicated under Part I, please copy website address here)	No. of downloads		

INFORMATION/PROMOTIONAL MATERIAL/WEBSITE	Unit	Planned	Actual
If there were any INFORMATION/PROMOTIONAL MATERIALS (includes leaflets, brochures, newsletters, websites, articles in media, video material, etc.) produced under your work, please indicate:			
Number of information and promotional material, of			

which			
• <i>Total number of printed material copies</i>			
• <i>In which languages (EN FR DE and other (specify))</i>			
• <i>In easy-to-read language for disabled people</i>	Yes	No	
Scope of dissemination, of which			
• <i>Total number of material copies distributed</i>	No. of copies printed and distributed		
• <i>Total number of visits to websites related to information and promotional</i>	No. of downloads		
In case there was coverage of your work's outputs in mass media, please estimate:			
• <i>Estimated newspaper/journal/etc. readership</i>	No. of readers		
• <i>Estimated size of radio/TV audience</i>	No. of listeners/viewers		
Next please indicate the key audiences which are the intended users of information/promotional material:			
Target audience (mark the appropriate)			
• <i>EU-level policy and decision-makers</i>	N/A		
• <i>National/regional/local-level policy and decision-makers</i>	N/A		
• <i>Social, economic/business partners</i>	N/A		
• <i>Civil society, NGOs</i>	N/A		
• <i>Academia, experts, think tanks</i>	N/A		
• <i>Media, Journalists</i>	N/A		
• <i>All of the above</i>			
• <i>Other</i>	N/A		

TRAINING/MUTUAL LEARNING	Unit	Planned	Actual
If there were TRAINING/MUTUAL LEARNING (includes various trainings, peer reviews and other forms of mutual learning) events organised through your work, please indicate:			
Number of trainings, peer reviews and other mutual learning events	No.		
Number of individuals who participated in these events	No.		
Of which number of women who participated in these events	No.		
Size of events (sum of hours spent in such events by every participant) ¹	Person/hours		
Next please report on participants satisfaction using the standardised questionnaire (see footnote ²):			

¹ Please report **only actual time spent in the events**, i.e., all the time spent preparing and following-up an event shall not be reported here. To continue with the example above: if the first meeting lasted half-day (4 hours), and second was a two-day event (16 hours), then the sum of hours spent in these events by participants A, B, C, D is 60 [i.e., (3 x 4) + (3 x 16)].

² We are keen in ensuring that what we fund or do is to the satisfaction of participants. For that we need your assistance. You will thus be requested for each event you are organising to carry out a short on-the-spot survey. We have listed standard questions, which shall feature in the evaluation form distributed to the participants of your events. Depending on the internal

OTHER INFORMATION AND COMMUNICATION EVENTS	Unit	Planned	Actual
If there were OTHER INFORMATION AND COMMUNICATION EVENTS (includes various seminars, conferences, round tables, networking events, etc.) events organised under your work, please indicate:			
Number of information and communication events	No.		
Number of individuals who participated in these events	No.		
Of which number of women who participated in these events	No.		
Size of events (sum of hours spent in such events by every participant) ³	Person/hours		
Next please report on participants satisfaction using the standardised questionnaire (see footnote):			
Total number of participants responding to at least one compulsory question	No.		
Did the event match your needs?	Value		
Did you gain relevant knowledge and information?	Value		
Will you be able to apply such knowledge and information in your work?	Value		

IV.- SIGNATURE

DECLARATION

I/we confirm that I/we are duly authorised to sign this declaration on behalf of the organisation named. I/we certify that the information given in this report is correct, and confirm that the enclosures are current, accurate, and adopted or approved by the organisation for which I/we lead.

I understand that you may contact me to clarify any details in this report, including providing any supplementary information as applicable. I confirm that I am authorised by the organisation for this purpose.

Title First name Surname

needs of your work, your questionnaire may feature more questions, yet these other questions remain outside the scope of our monitoring work. The standard questionnaire below sets only the compulsory questions which shall be posed to the participants as they are (i.e., without adjusting them):

Compulsory questions of participant satisfaction surveys					
Please scale the following aspects of the event on a 1-5 basis, where 5 signifies "yes, agree strongly" and 1 – "no, disagree strongly" (Values shall be rounded to one decimal point).					
	5	4	3	2	1
Did the event match your needs?					
Did you gain relevant knowledge and information?					
Will you be able to apply such knowledge and information in your work?					

Position held in the organisation

Signed

Date

On behalf of (organisation name):

Check List – Have you:

- ☐ Filled out all sections of the form with the requested information?
- ☐ Responded within the required deadline?
- ☐ Made sure that all your published material acknowledged support from the EU?
- ☐ Attached the required documentation:
 - A printed original invoice accompanying this final technical report;
 - Key points of your work in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German (see proposed structure);
 - Executive summary of your work in English, French and German in no more of 5/6 pages (see proposed structure);
 - Printed and electronic copies of information and promotional materials (articles, leaflets, brochures, programme, stickers, posters, tapes, calendars, etc);
 - Printed and electronic copies of the reports, analyses, studies, reviews, manuals, working papers, attendance lists, toolkits, computer discs with information if available etc.) produced under your work;
 - For the events, the list of participants with the original signatures;
- ☐ Completed section 4 with the correct signatories?
- ☐ Submitted ONE original and TWO hard copies of the final report and ONE electronic copy (activity report and financial report) together with ONE hard copy and ONE electronic copy of the supporting evidence?

³ Please report **only actual time spent in the events**, i.e., all the time spent preparing and following-up an event shall not be reported here. To continue with the example above: if the first meeting lasted half-day (4 hours), and second was a two-day event (16 hours), then the sum of hours spent in these events by participants A, B, C, D is 60 [i.e., (3 x 4) + (3 x 16)].

2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY

With a view to favouring valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, all contractors are requested to provide - either upon specific request or in any event with the final activity report- an executive Summary.

Such a summary should be written in plain language and be available in English, French and German. It should be a stand-alone summary of your work and its implications. The Executive Summary will be used and posted on the website of the Directorate General for Employment, Social Affairs and Equal Opportunities. Thus it must be well thought out and presented as it may be a unique opportunity to publicise your work and your organisation.

Please ensure your Executive Summary includes the following headings:

1. Key points *(no more than one page and presented in bullet points)*

- What should be retained from your work in terms of aims, results and findings, recommendations.

2. Background

- Context in which your work was carried out

3. Who is your work targeted at?

4. Aims/objectives of your work

5. Results/key findings

- in relation to the mission and objectives of your work
- additional findings

6. Implications for relevant stakeholders:

- policy makers
- opinion-makers including mass media, journalists
- non-governmental organisations
- Research institutions, think tanks
- Social partners
- others where relevant

7. Recommendations (if any)

- who are the recommendations targeted at?

3.- COMPULSORY MENTION REGARDING COMMUNITY SUPPORT

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.

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

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

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