



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Employment, Lisbon Strategy, International Affairs
Employment Services, Mobility

Service Contract

Contract title **PES to PES dialogue**

Contract ref. no. **VC/2009/0866**

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

Contractor
.....

Other administrative information

Department **DG EMPL/D/3**

Pre-information notice O.J. publication ref. no:
Call for tenders DG EMPL ref. no: VT/...../..... of
Contract notice O.J. publication ref. no: 2009/S 999-999999
EPIC (CIAME) 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/SEC02

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 Wallis GOELEN,
Head of Unit - EMPL/D/3, Employment, Social Affairs and Equal Opportunities DG,

on the one part,

AND

.....(*official name in full*),
registered legal form:,
statutory registration number:,
official address in full:,
VAT registration number:,
(hereinafter referred to as “**the Contractor**”),
represented for the purposes of the signature of this 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/...../..... 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: **PES to PES dialogue**.

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.

I.2.4. The Contract may be renewed up to 3 time(s), each time for a period of execution of the tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

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 (*amount in figures*) covering all tasks executed.

I.3.2. *Price revisions*

The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the amount(s) may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in [1 out of 3 options will be taken, depending on Contractor's address]: ► the harmonised consumer price index MUICP published for the first time by

¹ Specify the consumer price index e.g.:

the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics).► the harmonised consumer price index EICP (EU-15) published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics).► the consumer price index of the State in whose currency Contract price is expressed.]]

Revision shall be calculated in accordance with the following formula: $A_r = A_o \times (I_r / I_o)$
where:

- A_r = revised total amount;
- A_o = total amount in the original tender;
- I_o = index for the month corresponding to the final date for submission of tenders;
- I_r = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

1.3.3. Travel, subsistence and shipment expenses

In addition to the total amount specified in Article 1.3.1, 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 1.4 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 duly constituted financial guarantee equal to at least the invoiced pre-financing amount, a pre-financing payment equal to 30% of the total amount referred to in Article 1.3.1 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 1.3.1, 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.

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- "MUICP": (euro zone) for Contracts expressed in euro (as a general rule);
 - "EICP": (EU-15) for Contracts performed in the European Union (outside the euro zone);
 - consumer price index of the State in whose currency the Contract price is expressed:
 - (a) index of the State where the Contractor is mainly based; or
 - (b) index of the State where the service will be mainly carried out.

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

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

I.4.4. Performance guarantee

Not applicable.

Article I.5 Bank account

Payments shall be made to the Contractor's bank account denominated in euro ², identified ³ as follows:

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

Article I.6 General administrative provisions

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

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/D/3
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 Community law, complemented, where necessary, 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

² Or local currency where the receiving country does not allow transactions in EUR.

³ By a document issued or certified by the bank.

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 internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Community.

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.

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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 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;
 - (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
 - (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
 - (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
 - (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 c), d), 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.15a Substantial errors, irregularities and fraud attributable to the Contractor

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities

or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

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 acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

Signatures

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

2. For the Commission,
Wallis GOELEN
Head of Unit - EMPL/D/3
Employment, Social Affairs and Equal
Opportunities DG

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

In duplicate in English.



Tender Specifications and Monitoring

ANNEX I Tender No. VT/...../... of

1. Background

In its Social Agenda (2005-2010), the Commission 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/progress>

The Public Employment Services (PES) have a central role in implementing the Lisbon Strategy as they are the most important EU labour market institutions (practitioners), bearing major and crucial responsibilities in labour markets management, notably when it comes to promote a high level of employment modernise and foster the adaptability of labour markets⁴.

Within the European Employment Strategy (EES), PES are in charge of turning employment policy orientations into actions. They are therefore responsible for the delivery of core parts of the EES and corresponding national labour market policies, such as the flexicurity approach and the new skills for new jobs initiative which now underlines the EES.. In

⁴ See also the PES Mission Statement, Lahti, December 2006
<http://ec.europa.eu/social/main.jsp?catId=139&langId=en>

this respect and at the present moment, PES play a crucial role to tackle the jobs crisis, counter long term unemployment and social exclusion

So while the role of employment policy design is in the hands of policy makers and decision makers at EU and national level, the role of employment policy implementation heavily lays on PES. They focus on the very operational and concrete feasibility of measures and their effectiveness. In particular, PES have a central role in facilitating labour market transitions, helping people to stay in work or move towards new jobs. This suggests that feedback from the operational level will also help those in charge of policy design to fine tune policy or to come up with innovation, fresh ideas and new approaches.

The impact of globalisation and the economic and jobs crisis are placing a heavy burden on PES. PES remit is to alleviate the effects of the jobs crisis and to prepare for recovery, they are at the forefront of both the downturn and the upturn. PES are currently faced with the enormous challenge of ever rapidly changing labour markets with quick job destructions and job creations which trigger reallocation of production factors, more diverse flows of unemployment, increased labour mobility, new forms of work, and increased labour mobility.

This means that PES have to face enormous challenges at very different levels, notably the biggest rise in unemployment in decades that will require them to formulate both short term and long term innovate responses while adjusting drastically their service offer and delivery models to provide adapted solutions. PES responses relate among others to:

- adapting their services to fight growing unemployment and prevent high conjunctural unemployment to turn into structural unemployment. In several Member States, PES are put under pressure to develop early and preventive approaches to unemployment and to intervene before workers become unemployed.
- reinforcing their capacity to implement quick and efficient interventions,
- increasing the efficiency of matching demand and supply on labour markets, speeding up reaction schemes and further improving personalised approach to job seekers.
- adjusting their service delivery to take into account the new forms of employment and corresponding labour contracts.
- better anticipating the future needs of the labour market, more in particular, those relating to labour mobility and new skills for new jobs,
- maintaining high levels of customers services, be it to job seekers, job changers and employers.

In this context, it is important to bear in mind that PES increasingly need to facilitate, assist and secure labour mobility and successfully manage transitions made by individuals. Labour market transitions made by individuals take place from one job status to another (employed, unemployed or inactive), between work, training/education, private responsibilities, retirement and across different types of employment. Labour mobility covers both 'geographic' labour mobility on the one side and 'job' or 'occupational' mobility on the other. In a narrow sense, job mobility consists in the simple change from one employer to another ('job-to-job' mobility). Occupational mobility, on the other hand, could be described as a change in a worker's job profile, content or career level and can happen with or without a change in employer. Job mobility in a wider sense can also consist in transitions between different labour market statuses, e.g. from unemployment or inactivity into employment. In all these transition processes, PES intervene to assist unemployed or jobseekers while making an important contribution to the implementation of Flexicurity⁵.

Against this background, the European Commission has stressed in its Communications on actions to tackle the impact of the current economic crisis on jobs, the important role

⁵ See Opinion of the Heads of PES on "The contribution of PES to Flexicurity", Nice, December 2008

of PES, by highlighting the need of an increased capacity of PES in times of economic downturn⁶. Therefore in its 3 June Communication for a Shared Commitment for Employment⁷, the Commission specifically made the case " for "Member States and Public Employment Services in particular to step up mutual learning to improve the efficiency and effectiveness of active labour market policies." It is indeed widely recognised that, generally speaking, managing change, and more in particular, managing the renovation of services delivery, can benefit from learning from good operational practices. They are considerable variables in the composition of national labour markets and PES responses. So PES can learn from each other to improve the efficiency of labour market interventions and of responses to labour market needs. They can benefit from the mutual exchange of information within the context of a dialogue between PES organised under a comprehensive frame. Furthermore, recent trends on the labour market, such as globalisation and the jobs crisis have increased the need to learn from each other. This can result in a win-win situation for PES and the EES.

That is why the European Commission is launching a "PES to PES dialogue", focussing on a new form of mutual learning between PES to support them in anticipating new trends and needs requiring adjustment of service offer and/or of business models. Hence the present tendering procedure, launched under the PORGRESS programme, to support the set up of this PES to PES dialogue to organise, structure, disseminate and quickly transfer good and most effective practices which will support PES in addressing and implementing key priorities of the EES, notably with regards to active labour market policies and the upgrading of skills.

The dialogue aim is twofold: a) to contribute to the increased capacity and effectiveness of PES actions – much needed in times of crisis and structural labour market reforms – and b) to mobilise all PES and increase their ownership. Consequently the "PES to PES dialogue" will naturally be called to contribute to the implementation of the Lisbon Strategy Post 2010, which will be designed to allow Europe and its citizens to better face the main challenges on the labour market. The tenderer will therefore assist the Commission in the implementation of a systematic, regular, stable and structured dialogue process among and with PES regarding their modernisation in line with needs of employment markets and orientations of the EES.

Last but not least, the "PES to PES dialogue" is clearly expected to place a new focus on operational and practical considerations of policy implementation addressing key priorities of the EES and corresponding core business of PES while giving specific attention to innovative PES responses. This is the main added value of this mutual learning between key European labour market institutions: all PES will be invited to actively participate and to share their knowledge, expertise and good practice. Innovation will be i) on practices of implementation, management of transitions to make them pay and ii) on new themes, such as the role of PES in social innovation, engaging and activating target groups, empowering people within the European Employment Strategy (EES). The themes discussed during the "PES to PES" dialogue will reflect the priorities and thematic approach of the EES within the Lisbon Strategy Post 2010 so as to support PES in confronting the challenges facing the functioning of EU labour markets. In this respect, opinions produced by Heads of PES on their contribution to developing aspects of the EES will inspire the selection of the themes to be addressed by the PES to PES dialogue⁸.

2. Purpose of the Contract

The decision n°1672/2006 establishing a Community programme for employment and social solidarity – PROGRESS, under article 4, established that the section one of the programme shall support the implementation of the European Employment Strategy (EES), and promote it through "c) organising exchanges on policies, good practice and innovative approaches, and promoting mutual learning in the context of the EES. On another hand, in the same decision, art.9 b) describes the types of actions covered by the mutual learning activities. The PES

⁶ Commission Communication "A European Economic Recovery Plan", COM(2008) 800 final of 26.11.2008 and Commission Communication on "A shared commitment on Employment", COM(2009) 257 final of 3.6.2009

⁷ COM (2009) 257 final of 03.06.2009

⁸ See Opinion of the Heads of PES on "The contribution of PES to Flexicurity", Nice, December 2008. Another opinion on the PES contribution to new Skills for New Jobs is currently under preparation for adoption in Stockholm, in December 2009.

Mutual Learning Programme will be a tool for bringing together and exchanging experiences in the Member States, disseminating information and promoting the debate (art 4 §1d) . The purpose of the call for tender is to recruit a contractor to assist the Commission in the implementation of the "PES to PES dialogue" which is aimed at identifying, mapping and exchanging good practices, innovative approaches, experiences and also at organising peer review and mutual learning activities, by means of meetings and conferences at European, transnational or national level, and transferability of good practices. This new programme, in the form of a learning operational dialogue, will be exclusively addressed to PES. The "PES to PES dialogue" will be organised on the basis of an annual rolling work programme, to be defined by the Commission in agreement and co-operation with the Heads of the Public Employment Services. It will be linked to the annual work programme of the Heads of the Public Employment Services of the EU/EEA.

The contract is foreseen for a period of 12 months and renewable 3 times.

The "PES to PES dialogue" programme will consist of five "building blocks", reinforcing and cross-fertilising each other:

2.1 The PES Peer Review meetings, which focus a particular theme and are hosted by a PES that presents its particular experience in this field and shares this with other PES as a starting point for fruitful discussions with peer PES. The meetings can deal with particular issues related to PES activities, including ICT-related issues of PES' activities. A good balance between EU policy related PES issues and subjects of PES core business will be respected. PES Peer Review meetings aim at identifying good practice, explore it and transfer its core elements. They can also deal with comparative analysis of the good practice discussed, quantitative analysis and assessment of PES performance and comparative assessment of PES activities. The outcome of peer review meetings can trigger a European learning process within PES as organisations, leading to a top-down-strategy in PES with the involvement of management and all process owners according to their needs. It can also lead to a bottom-up approach, in which PES staff provide input to improved management processes in PES. Subjects of the PES Peer Review meetings can be for example: early intervention by PES, ways to increase satisfaction of PES' customers, profiling of unemployed, use of ICT-tools to improve quality and access to existing and new PES services, etc).

2.2 Organisation of ad hoc support to PES turning the results of the Peer Reviews into practical reality: when needed and requested by PES, high level advice and expertise will be delivered by peer PES experts with the aim to increase the operational capacity of PES, to improve service offer and delivery or implement good practices of the Peer Review. Based on the main findings of the Peer Review, PES experts will transfer expertise and give operational advice on e.g. on ways to increase the quality of PES' services and other subjects which are important in the context of the day-to-day functioning of PES. The contractor will be expected to facilitate the ad hoc support. It will contribute to better equipping PES to manage fast change and adapt to new labour market needs, implement the findings of the Peer Review and to adjust the use of the findings to the circumstances of each particular PES.

2.3 PES Dialogue Conferences focussing on selected policy themes, related to the EU agenda which are important for PES activities and when PES can actually make a difference. The themes, or particular sub-themes, will be chosen by the Commission after consultation of the network of Heads of PES in the EU/EEA. The themes will be discussed on the basis of presentations from EU academics and PES bringing together broad perspectives and various practical experiences in the area. The EU academics will be chosen by the Commission, following a proposal by the contractor. The aim of the conferences is to include the active participation of all participants, to organise lively, intense and high-level debates and to avoid one way presentations and flow of information. Examples of items that can be discussed at the PES Dialogue Conferences are "Labour market institutions in times of crisis: challenges and experiences", "PES and Youth Employment", "PES' services to employers", "PES and long-term unemployment" etc. The Conferences are open for a broad group of stakeholders, including – depending on the subject - international organisations, Member States, Labour/Employment Ministries, social partners, members of the European Parliament, other EU Institutions and Private Employment Services, and are organised in Brussels.

2.4 Short ad hoc analytical papers comprising analytical research and consolidation. The subjects of the studies will be determined by the Commission. They can cover issues of the PES Peer Review meetings or the PES Dialogue Conferences, deepening the points raised at these meetings and conferences, but also other issues, such as the role of PES in increasing the use of apprenticeship systems, how to reinforce activation of unemployed and facilitate access to employment by PES, the impact of the jobs crisis on PES resources and capacity, cooperation PES and Private Employment Offices etc.

2.5 The publication and dissemination activities and output, aiming at the dissemination of good practices as detected in the PES peer review meetings and of the reports and conclusions of the PES Dialogue Conferences. This is a very important element of the programme, as it will allow effective dissemination of information about the role of PES in the implementation of the EES and some of its main components such as Flexicurity, New Skills for New Jobs, the role of PES in times of crisis etc. The aim is to design, set up, maintain and improve a website for the dissemination of the output of the PES Peer Review meetings and the PES Dialogue Conferences. This will be complemented by providing targeted and focused feedback to the network of Heads of PES in the EU/EEA, the Employment Committee (EMCO), to the academic world by delivering articles on the results of the "PES to PES dialogue" and by reporting at the end of each year on the outputs of the "PES to PES dialogue".

3. Tasks to be performed by the Contractor

3.1 Description of the tasks for the PES to PES dialogue

The tasks to be delivered for implementing the PES to PES dialogue are related to the five activities "building blocks" mentioned under point 2. They are further explained below. The PES Mutual Learning support services are to be delivered by the contractor through a team, composed of several members and assisted by analysts on PES issues. The team will be led by one person, the co-ordinator, who will be in charge of contacts with the Commission. The team and the analysts on PES issues will work under his/her responsibility.

3.1.1 Tasks to be carried out by the contractor

The contractor's team will be acting on all five different activities mentioned above. It will therefore be composed of several persons, who have expertise in the fields of the tasks related to the five activities. The team will be responsible for:

Task I. the preparation and facilitation of the **PES Peer Review meetings**

Task II. the organisation of **ad hoc support to PES** following up a Peer Review meeting

Task III. the preparation and facilitation for the **PES Dialogue Conferences**

Task IV. the preparation of **short ad hoc analytical papers**

Task V. the **publication and dissemination of activities and output** on the overall "PES to PES Dialogue".

Task I. PES Peer Review meetings

The contractor's team will organise and facilitate annually 2 PES Peer Review meetings of 2 days each. The meetings will start on the morning of the first day and end at lunchtime the next day. This task includes arranging of the work by the analyst, full logistic support, accommodation arrangements for participants and speakers, interpretation (if needed – in principle, all meetings will take place in English), translation as well as documentation and dissemination activities. The PES Peer Review meetings will be hosted and preferably chaired by the host PES or alternatively by the Commission. These meetings will take place in the premises provided by the hosting PES.

The services of the contractor's team include responsibility to propose the draft agenda of the meetings well in advance, following input by the Commission and by the hosting PES (which is responsible for the agenda), to identify, liaise and arrange the analyst on PES issues for each of the subjects of a PES Review meeting, to co-ordinate and disseminate the input from all experts (analysts and PES staff) prior to the meetings, to provide complete logistic support for the participants, to facilitate the meetings, to support the organisation of any study visit, to produce and publish reports from the meetings, to liaise with PES, to liaise with the Commission officials involved in the programme and through creative intellectual input contribute to the ongoing development of methodological aspects of the programme.

Ahead of the PES Peer Review meetings, a member from the hosting PES (PES staff) will write a "**Host PES issue paper**" on the selected good practice by his or her PES. For each peer PES, a member of PES staff will write a short "comments and questions" note on the good practice studied: "**PES Peer comments paper**".

For each PES Peer Review meeting, the contractor's team will be assisted by one analyst on PES issues, who will be selected according to the subject of the PES Peer Review meeting. The final selection and nomination of the analyst on PES issues will be approved by the Commission after consultation of the hosting PES and the network of the EU/EEA PES. The task of the analyst is to draft a "**comparative discussion paper**" providing a comparative analysis of similar systems/examples of good practice so as to allow for a broader perspective for the conclusions of the PES Peer Review meeting.

In a PES Peer Review meeting, there will be on average 8 to 12 peer PES participating to learn about a particular policy measure of the host country and to discuss the transferability aspects of the policy measure. The participation by peer PES will be on voluntary basis. The Commission will send the invitations to the PES to attend the PES Review meetings. However, all information on practicalities and the documents will be sent to the PES by the contractor's team, after approval by the Commission.

Each PES peer delegation will consist of maximum 2 persons from a PES. The Commission will take part in the meetings.

Papers to be produced ahead a PES Peer Review:

- Host PES issues paper, to be prepared by the hosting PES (not included in the tasks of the contractor's team)
- PES Peer comment papers (each approximately 5 pages), to be prepared by the participating staff of peer PES (not included in the tasks of the contractor's team)
- Comparative discussion paper (approximately 15 pages), to be prepared by the contractor's analyst on PES issues

Papers to be produced following a PES Peer Review:

- Executive summary comprising the main findings and conclusions of the PES Peer Review (approximately 1 page), to be prepared by the contractor's team
- Summary presenting in depth the main findings and conclusions of the PES Peer Review (approximately 15 pages), to be prepared by the contractor's team

The comparative discussion paper, the host PES issue paper, the PES peer comment papers, the summary and annexes with agenda and list of participants will together constitute the final report of the respective PES Peer Review meeting.

Thematic synthesis paper to be produced on the basis of the PES Peer Review documentation and meetings:

- Thematic synthesis paper presenting the issue discussed at the PES Peer Review meetings, summarising the Host PES issues paper, the PES Peer comment papers and the Comparative discussion paper (approximately 25 pages), to be prepared by the contractor's team

Additional papers, which may be presented by other PES in conjunction with the PES Peer Review meetings, should be disseminated and if needed translated, as appropriate.

The contractor's team will organise an evaluation of the PES Peer Review meetings via a questionnaire to be handed out to all participants before the end of the meetings. The contractor's team will present a complete overview of the results of the evaluation and, if needed, propose changes for improvement of the meetings.

Task II. The organisation of ad hoc support to PES

As a follow-up to each of the PES Peer Review meetings, the contractor's team will, in agreement with the Commission, select analysts who will accompany PES staff to give, when needed, requested advice and expertise to other PES with the aim to increase their operational capacity. The team will arrange all practical organisation of the ad hoc support, including travel, accommodation, visits of the PES, interpretation (if needed) and will assist in reporting. Therefore, this ad hoc support will comprise 10 working days of the analyst on PES issues per year, this is two times 5 working days, following each PES Peer Review meeting.

The contractor's team will organise an evaluation of the ad hoc support to PES via a questionnaire to be handed out to all those involved before its end. The contractor's team will present a complete overview of the results of the evaluation and, if needed, propose changes for improvement of the organisation of ad hoc support to PES.

Task III. PES Dialogue Conferences

The team will organise and facilitate annually up to 2 PES Dialogue Conferences of 2 days each. The meetings will start on the morning of the first day and end at lunchtime the next day. This includes arranging of the venue, of expert services, full logistic support, travel and accommodation arrangements for participants and speakers, interpretation, translation as well as documentation and dissemination activities. The venue should be a 3 or 4-star hotel or equivalent, accessible for disabled participants, with meeting room(s) with capacity of up to 150 seated participants with tables⁹. The PES Dialogue Conferences will be chaired by the Commission with assistance from the contractor's team.

The services of the contractor's team include responsibility to assist the Commission in establishing the agenda of the Conferences (the Commission will adopt and annotate the agenda), to identify, liaise and arrange the analysts on PES issues for each of the Conferences, to co-ordinate and disseminate the high-level input from the speakers prior to the conferences, to facilitate the conferences, to produce and publish reports from the conferences, to liaise with PES and speakers, to liaise with the Commission officials involved in the programme and through creative and intellectual input contribute to the ongoing development of methodological aspects of the programme.

In a PES Dialogue Conference, PES will each be invited to participate with 2 representatives¹⁰. Any further participation from the PES may be allowed at their own expense and after prior agreement with the Commission. In addition, representatives from other European and international level institutions or stakeholder groups will be invited following instructions from the European Commission.

For the PES Dialogue Conferences the contractor's team will arrange the venue, interpretation services into and from English, French and German. The team will collect the list of participants and provide full logistical support for all participants, and be responsible for conducting and facilitating the conferences. The contractor's team will organise an evaluation of the PES Dialogue Conferences via a questionnaire to be handed out to all participants before the end of the Conferences. The contractor's team will present a complete overview of the results of the evaluation and, if needed, propose changes for improvement of the Conferences.

Ahead of the PES Dialogue Conferences, 1 or 2 analysts on PES issues will write a discussion paper on the selected theme. These thematic analysts should be able to:

⁹ The number of participants of each PES Dialogue Conference will be determined in agreement with the Commission

¹⁰ Participating countries : please see point 3.3

a) present the main challenges of the selected theme, b) bring an international, comparative perspective on the specific theme of the PES Dialogue Conference, c) present the corresponding policy context, d) propose a selected biography and e) give examples of PES interventions to address the issue under discussion.

Papers to be produced ahead a PES Dialogue Conference:

- One strategic, focussed and well argued discussions paper (approximately 10 pages) to be prepared by the analyst on PES issues

In addition, the Member States, international organisations or other experts presenting at the PES Dialogue Conference may wish to present a brief fiche to the participants in advance. This should also be distributed to the other participants.

Papers to be produced following a PES Dialogue Conference:

- Executive summary of the main findings and recommendations in format of press release (approximately 1 page) to be prepared by the contractor's team
- Summary (approximately 5 pages) to be prepared by the contractor's team

The two discussion papers, the presentations by speakers and/or their brief fiches, the summary and annex with agenda and list of participants will together constitute the final report of the PES Dialogue Conference.

Thematic synthesis paper to be produced on the basis of the PES Dialogue Conferences

- Thematic synthesis paper (approximately 25 pages) to be prepared by the contractor's team

Additional papers may be presented by the PES in conjunction with the PES Dialogue Conferences and should be disseminated, and if needed translated into English.

Task IV. Short ad hoc analytical papers

The contractor's team will respond to ad hoc requests from the Commission with small scale studies related to PES issues. The studies should be short and concise (maximum 5/10 pages), written in a very clear style, easy understandable and delivered within short deadlines (possibly 1,5 week time). A maximum of 6 such studies might be requested by the Commission each year.

The presentation of these studies might involve the oral presentation to a group of officials or to an external audience. Thus three flights to/from Brussels per year should be included under this task.

At least 120 working days per year for one person should be reserved for ad hoc advice.

Task V. Publication and dissemination of activities and output – advice on dynamic development of the "PES to PES dialogue"

The contractor's team will co-ordinate all documentation in conjunction with the meetings and conferences and the dissemination of the results of these activities, comprising the outputs of the activities conducted in the framework of the PES to PES dialogue. The team will design, set up, maintain and further develop a website on which the complete set of agendas, preparatory documents, texts, speeches, presentations, findings and conclusions of the peer review meetings and conferences will be published.

The website should contain extensive links with relevant national and Commission websites. The contractor's team will prepare and circulate regularly, in the form of an electronic letter made available at the web-site, a digest of noteworthy developments in the "PES to PES Dialogue", based on the programme for the year, executive summaries or summaries from the PES Peer Review meetings and the PES Dialogue Conferences. The contractor is responsible for the easy handover of the website once the contract is concluded.

Summaries, analyst and PES expert papers and thematic synthesis papers should be disseminated on the web-site following each PES Peer Review meeting and PES Dialogue Conferences. It is important that these papers are finalised shortly after the event so that the results can feed into subsequent discussions. The summaries should be published within the two weeks after the activity. The papers need to be short and concise in order to be readable for the participants and an outside non specialist audience. Papers produced in conjunction with PES Peer Review meeting should be made available in English. Papers produced in conjunction with the PES Dialogue Conference and the synthesis paper should be made available in English, French and German.

The contractor's team will assist the Commission in the methodological development, including global evaluation, of the "PES to PES dialogue" and give ad hoc advice to the Commission on how to further develop and deepen the "PES to PES dialogue". Annual feedback on the work programme as well as on the dialogue evaluation and on ways how to improve the activities will be addressed to the Commission before the end of the contract, on a date which will be fixed by the Commission.

A final yearly activity report providing a complete overview and evaluation of the activities of the programme within the past year will be forwarded to the Commission and, after approval, be published on the website.

Final deliverables, concluding and as a wrap-up of the tasks mentioned above:

The contractor shall produce the following outputs as a wrap-up of the tasks mentioned above:

- A. a targeted and focused paper of max 10 pages**, which provides annual feedback to the network of Heads of PES in the EU/EEA and the Employment Committee (EMCO);
- B. a targeted and focused paper of max 10 pages** to inform the European Parliament (the Employment Committee), the OECD and ILO;
- C. four targeted and focused papers of max 10 pages** addressed to the academic world by delivering articles on the results of the "PES to PES dialogue";
- D. a final yearly activity report** to be delivered at the end of each year on the operational and policy outputs of the "PES to PES dialogue" including policy recommendations from PES to the Commission on the implementation of the EES.

The **final yearly activity report** will consolidate all deliverables mentioned under point 3, comprising the description of the website, the summaries, analyst and expert papers and thematic synthesis papers, the short ad hoc studies, the targeted and focused papers of max 10 pages (feedback to the network of Heads of PES in the EU/EEA, the Employment Committee (EMCO) and information to EP, OECD and ILO), the targeted and focused papers of max 10 pages addressed to the academic world by delivering articles on the results of the "PES to PES dialogue". It will also include the evaluation of the activities and the policy recommendations to the Commission. The executive summary of the final yearly activity report has to be presented in English, French and German.

3.1.2 Specific Tasks of the contractor's analysts on PES issues and the contractor's co-ordinator

A pool of analysts on PES issues will assist the contractor's team carrying out the activities. The co-ordinator will act as an expert on PES issues for the Commission in connection with the development of the yearly Dialogue programme, the programme for the PES Peer Reviews, the PES Dialogue Conferences and the short ad hoc studies.

The contractor will, from the pool of analysts on PES issues, propose the relevant analysts to be sub-contracted to work in relation to the specific theme or policy practice to be reviewed at the Thematic Review Seminars. The Commission will either approve the proposal for analysts (based on CVs etc), to be involved in the single activity or may propose other analysts. The Commission will do so after consultation of the network of the EU/EEA PES. The analysts

should present the papers at the meetings and seminars and participate actively in the subsequent discussion.

The co-ordinator should attend the PES Peer Review meetings and the PES Dialogue Conferences. Before the end of the PES Peer Review meetings and PES Dialogue Conferences, the co-ordinator will come up with the first conclusions of the meetings and conferences, present them to the Commission. After approval, he/she will present them orally to the participants. In co-operation with the co-ordinator team, the co-ordinator will provide a synthesis report of the PES Peer Review meetings and the PES Dialogue Conferences.

3.2 Guide and details of how the tasks are to be carried out

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

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

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

Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all 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.

3.3 Geographical coverage

The PES to PES Dialogue covers the 27 EU Member States as well as the EFTA states (in the context of the EEA agreement). It also includes Croatia, the Former Yugoslav Republic of Macedonia, Turkey and Serbia which participate in the PROGRESS programme as candidate and/or potential candidate countries. Should, during the contract period, other countries participate in the PROGRESS programme, the coverage of the contract may be amended in accordance with art. 126 1.f of the implementation rules of the Financial Regulation (negotiated procedure). Unless otherwise stated, the term "Member States" used below account for all participating countries under the geographical coverage.

4. Expertise required ¹¹

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

Additional requirements:

To carry out the tasks described under point 3.1, the tenderer must demonstrate the team's assets, including proven experience of working in an international context, in-depth knowledge of EU employment and social policies, with specific issues related to the functioning of labour markets, of PES and current EU priorities, acquaintance with EU stakeholders involved in

¹¹ See Article II.1 as regards the replacement of experts.

employment and social policies and good analytical and drafting capacity. Moreover, members of the team should have the ability to design, maintain and improve the public website, ability to work in the three languages EN, FR and DE, to organise and assist the Commission and PES in chairing meetings and conferences, to manage a team of international experts, to deal with high-level experienced contacts. Personal skills requested include flexibility, creativeness, open-mindedness and ability to respond quickly to new circumstances. Especially the main contact person should have extended experience in these tasks, which will enable him/her, for example, to moderate and contribute to PES issues' debates or direct a meeting in view of a fruitful result.

The team should show that it has the ability to present an adequate availability of analysts on PES issues with a strong national labour market background and very good knowledge of issues related to PES, able to give a balanced economical and operational sociological analysis of labour market trends, labour mobility and their impact on the tasks and activities of PES notably from the viewpoint of the management of individuals' labour market transitions. The analysts should have extensive international level research experience after having completed university education.

The team should show its ability to organise well in time all practical aspects related to the full organisation of the PES Peer Review seminars and PES Dialogue Conferences, including travel¹² and accommodation for all participants. Finally, it should be able to organise support visits to PES which are eager to learn from/implement good practice.

5. Schedule of reports – Terms for approval, structure and content

See Article I.4.

Specific requirements other than those mentioned in Article I.4 (e.g. schedule of interim reports)

See Article I.2.

The full duration of the contract should not exceed 12 months from the date of the signature of the contract. The contract may be renewed up to three times.

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

- (1) The **specific deadlines for the completion of each of the tasks** set out at point 3 will be agreed and approved between the Commission and the Contractor, on the proposal of the Contractor to the Commission.

The contractors are asked to provide the following:

- An **inception report** in English. This should detail the approach, organisation, methodology of the work and work plan. It should include calendar of the tasks and a detailed description of how the team will organise and manage the different tasks and events under the PES to PES dialogue. This is due 1 month after signature of the contract.
- An **interim report** in English. This should provide a detailed description of the tasks performed in the first semester and short term follow-up of each point mentioned. This is due at the end of month 6 of the contract. It will include a complete overview of all activities undertaken to disseminate the results and outputs of the "PES to PES dialogue".
- A **draft final procedural report** in English. It should contain a list of the performed tasks after 10 months and brief description of those tasks. It will be the product of all activities undertaken and will be subject to agreement by the Commission. It will not exceed 100 pages.

¹² Travel arrangements are not needed for the PES staff participating in the PES Peer Review Meetings

- The **final report** in English. This report will take into account the observations and comments of the Commission. It will not exceed 100 pages and will be accompanied by an executive summary of 10 pages. It will present the results and outputs of the "PES to PES dialogue". This is due at the end of month 12 of the contract.

All reports described above will be submitted in English language, in 3 hard copies as well as in electronic format (CD-ROM).

- (2) The contractor should anticipate 4 working meetings with the Commission Services, to take place in Brussels approximately every three months.
- (3) **Publicity and information requirements**

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

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

2.- In accordance with the General conditions, the Contractor is under the obligation to acknowledge that the present service 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 seminar as follows:

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

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

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

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

For more information see:

<http://ec.europa.eu/social/main.jsp?langId=en&catId=327>

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

With regard to publication and any communication plan linked to the present service, the Contractor will insert the European Union logo, and if any another logo developed for the employment and social solidarity fields, and mention the European Commission as the

Contracting Authority in every publication or related material developed under the present service contract.

(4) 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 necessary rights of access.

6. Schedule of audits to be carried out in accordance with Article II.17 of this Contract

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7. 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 specific task):					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 upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expenses					0,00
Hotel expenses for experts as mentioned in Annex I					
Details	0,00	0	pers..	0,00	
Provision for supplementary accommodation expenses 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)¹³ 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

¹³ 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

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

2. List of experts assigned

<i>Full names of experts assigned</i>	<i>Level of Qualification (I to iv, see above)</i>
	I
	II
	III
	IV

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

- **(option 1: the Contractor is subject to VAT and his place of fiscal imposition is in Belgium)**

Local supplies and services

Supplier with fiscal imposition place in Belgium – delivery address in Belgium

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 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 Wallis GOELEN, Head of Unit - EMPL/D/3 of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified. Concerning the direct VAT exemption or VAT exemption by the way of reimbursement, the invoice shall bear all the necessary mentions.

The above indication is given only as piece of information. The Contractor must refer to the national laws in force in his Member State of fiscal imposition.

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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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