

EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Employment, Lisbon Strategy, International Affairs **Employment Services, Mobility**

Framework Service Contract

Contract title Framework contract on services: Information, Publications and

Communication activities for EURES. Lot n°1: Development of common strategies for and provision of Lot n°2: Collection, compilation and editing of information on a regular basis

Contract ref. no. VC/2010/0246

The above title and reference no. \boldsymbol{must} be quoted in \boldsymbol{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/2010/015 of

Contract notice O.J. publication ref. no:

EPIC (CIAME) ref. no:/....

Service category no: A11

Type of Contract V/SE/FRASEC02

The European Union (hereinafter referred to as "the Union"),

represented by the European Commission (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/2010/015 of) and

Monitoring

- Annex II Contractor's Tender (Registre CAD Ref. No. of)

Annex III Model Forms

Annex IV CVs and classification of experts

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 Contract shall take precedence over those in the Orders. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of the 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.8 should he dispute any such instruction.

I. Special conditions

Article I.1 Subject

- I.1.1. The subject of the Contract is: Framework contract on services: Information, Publications and Communication activities for EURES. Lot n°1: Development of common strategies for and provision of Lot n°2: Collection, compilation and editing of information on a regular basis.
- **I.1.2.** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through Orders is binding on the Commission.
- **I.1.3.** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.
- **I.1.4.** All Orders implementing the Contract shall conform to the terms set out therein.
- **I.1.5.** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission.

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.** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the Order enters into force.
- **I.2.3.** The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- **1.2.4.** The Orders shall be signed before the Contract to which they refer expires.

The Contract shall continue to apply to such Orders after its expiry, but no later than 6 months.

I.2.5. The Contract may be renewed up to 1 time(s), each time for a period of 24 months, only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

Article I.3 Prices

I.3.1. The prices of the services shall be as listed in Annex II.

The maximum total amount of the Contract may not exceed EUR 1 200 000.00 for the totality of Orders

I.3.2. Prices shall be expressed in EUR.

1.3.3. Price revisions

Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, 80% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in [1 out of 3 options will be taken, depending on Contractor's address¹) ► the harmonised consumer price index MUICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at http://www.ec.europa.eu/eurostat/.. ► the harmonised consumer price index EICP published for the first time by the Publications Office of the European Union in the Eurostat monthly bulletin at http://www.ec.europa.eu/eurostat/.. ► the consumer price index of the State in whose currency Contract price is expressed.]

Revision shall be calculated in accordance with the following formula: $Pr = Po \times [0.2 + 0.8 \text{ (Ir / Io)}]$ where:

- Pr = revised price;
- Po = price in the original tender;
- lo = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

I.3.4. *Travel, subsistence and shipment expenses* Not applicable.

Article I.4 Implementation of the Contract

- **I.4.1.** Within 10 working days of the date of notification of a request for services by the Commission, the Contractor shall send the latter a duly substantiated estimate of the resources to be allocated for this purpose.
- **I.4.2.** The Commission shall then send an order form, duly signed and dated, containing the accepted bid and indicating the start date of the tasks and the deadline for their execution.

Article I.5 Payment periods

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 orders have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1. Pre-financing

Within 30 days of the start date of the tasks and the reception of the relevant invoice, indicating the reference number of the Contract and of the Order Form to which it refers, pre-financing payment of 30% of the total value of the Order shall be made.

I.5.2. Interim payment

Not applicable.

- Specify the consumer price index e.g.:
- "MUICP": (euro zone) for a Contract expressed in euro (as a general rule);
- "EICP": 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:
 -) index of the State where the Contractor is mainly based; or
- b) index of the State where the service will be mainly carried out.

1.5.3. Payment of the balance

The request for payment of the balance by 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 indicating the reference number of the Contract and of the Order to which they refer,

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoice shall be made.

Only for Contractors to who VAT applies and with fiscal imposition in Belgium:

For Contractors established in Belgium, the Orders shall include the following provision: "En Belgique, l'utilisation de ce bon de commande vaut présentation d'une demande d'exemption de la TVA n° 450" or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): "Exonération de la TVA, Article 42, § 3.3 du code de la TVA" or an equivalent statement in the Dutch or German language.

I.5.4. Performance guarantee

Not applicable.

Article I.6 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 1.7 General administrative provisions

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and Order numbers. 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)

| Contra | ector |
|--------|---------------------------------|
| | (Mr/Mrs/Ms + forename and name) |
| | (function) |
| | (company name) |
| | (official address in full) |

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

³ By a document issued or certified by the bank.

Article I.8 Applicable law and settlement of disputes

- **I.8.1.** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.
- **I.8.2.** 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.9 Data protection

Any personal data included in or relating to the Contract, including its execution, 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 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 Union.

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.

Article I.10 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 the services ordered before the termination date. 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 services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

Article I.11 Other special conditions

Provisions amending conditions of the contract:

1- Art. I.5.1 concerning pre-financing shall only apply for specific orders for services and only if the amount of the single order is above 50.000 EUR.

Within 30 days at the latest of the reception date of the relevant invoice (indicating the reference number of the order it refers), a pre-financing payment of 30% of the part A of the breakdown of prices of the order shall be made.

For pre-financing payments equal or above 150.000 EUR a duly constitued financial guarantee equal to at least the value of the invoiced pre-financing payment shall be submitted by the contractor.

In this case, the 30 days time limit for the pre-financing payment shall only start upon submission of the financial guarantee.

2.- The Commission will conduct regular checks on the service offered by the Contractor.

Instances of poor quality, such as:

- repeated low quality standard in terms of the style and language of the products

prevailing after notification from DG EMPL, and/or

- the Contractor repeatedly not respecting agreed delivery dates of products which leads to negative or damaging reputation of EURES, DG EMPL or the European Commission

may be considered as a failure of the Contractor to perform his obligations under the Contract, as envisaged in Article II.16.



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.

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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 Invoicing and Payments

II.4.1. Pre-financing

Where required by Article I.5.1, 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 and of the order or specific 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 each order or specific contract, 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 and of the order or specific 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.

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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.5 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.5 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 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.** In the event of failure to pay by the deadline specified in the request for reimbursement, 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 Union 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 that 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 Union 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.
- **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 Union, 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.9 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 Union. 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.

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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 Union.
- **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, a pending order or a specific 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 Union's 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 under a pending order or a specific contract has not actually commenced within fifteen days ⁴ 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 or a pending order or specific 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.

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⁴ This period can be modified in the Special Conditions depending on the nature of the contract.

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 execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable 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 of 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% ⁵ of the amount of the relevant purchase 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 Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- **II.17.2.** The Commission or an outside body of its choice shall have the same rights as the 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 of the last implementation.
- **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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

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The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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 Contract, pending orders or specific contracts 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, of the orders or specific contracts, 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), (date) | Done at Brussels, (date) |

In duplicate in English.

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Tender Specifications and Monitoring

ANNEX I

Tender No. VT/2010/015 of

1. Background

The pace of change in the European labour markets has accelerated, due to the global economic crisis, prompting a renewed sense of urgency to facilitate occupational and geographical mobility. Mobility is a key instrument for an efficiently functioning single market and is essential for allowing more people to find better employment. In addition, skills upgrading is critically important for Europe's future with an aim to facilitate a better match between skills and labour market needs.

The New Skills for New Jobs⁶ initiative involves a comprehensive assessment of future skills and labour market needs. The ability to quickly identify redundant skill sets and emerging skill demands will be key in enhancing career guidance and advice for jobseekers in the new economy. Likewise, investment in skills strategies will enhance matching and help ease transitions and facilitate mobility. The initiative stresses the need for more effective education and training policies and modernisation of labour markets through flexicurity policies.

The key aim of the commonly agreed principles on flexicurity means that workers need to be more mobile both between jobs, and between regions and Member States. They need to be given the right skills and opportunities to move frequently between jobs and to progress in their careers.

1.1 EURES - objectives

The mission of EURES is to improve the functioning of the European labour market by facilitating the exercise of the right to the free movement of labour (one of the basic rights of the European citizen as set out in the Treaty on the Functioning of the European Union) and by making a contribution to overcoming bottlenecks on the European labour market. EURES thus contributes to achieving the objectives on geographical and occupational mobility set by the European Employment Strategy.

The EURES co-operation is legally based on

- Article 46 of the Treaty on the Functioning of the European Union
- Council Regulation (EEC) 1612/68, part II
- Commission Decision 2003/8/EC of 23 December 2002 (Official Journal L 5 of 10 January 2003) implementing Council Regulation (EEC) No. 1612/68 as regards the clearance of vacancies and applications for employment
- The EURES Charter defines the EURES activities to be carried out and establishes the operational objectives and quality standards to be applied
- The EURES Guidelines, adopted every three years, describe the overall objectives for the time period concerned

1.2 EURES – operation

⁶ Communication COM(2008) 868 final "New Skills for New Jobs Anticipating and matching labour market and skills needs"

EURES (European Employment Services) was launched in 1994 as a network for cooperation between the Public Employment Services (PES) of the Member States, their partners and the Commission to exchange information concerning vacancies and applications for employment, information on the state and trends of the labour market as well as information concerning living and working conditions. EURES aims to inform, advise and assist European citizens who want to work in another country and employers to recruit from abroad.

The EURES co-operation has been fully extended to EEA countries (the EU Member States plus Norway, Liechtenstein and Iceland). Switzerland also co-operates within the EURES framework in accordance with the Agreement of 21 June 1999 between the European Community and Switzerland on the free movement of persons.

The services of EURES consist of information, advice and assistance for placement, recruitment along with matching CVs and vacancies. The tasks related to recruitment, placement and matching will get more emphasis in order to address real needs of the EURES clients and provide measurable outcomes.

EURES has a **human network** of EURES advisers to provide the information required by jobseekers and employers through personal contact. There are currently more than 800 EURES advisers located throughout the EEA. EURES advisers are trained specialists who provide the three basic EURES services of information, guidance and placement, to both jobseekers and employers interested in the European job market. EURES advisers also contribute to the integration of EURES services within their organisations, mainly the Member States' PES, and provide training and support for other staff.

To match the needs of jobseekers and employers, EURES has developed a **jobs database** that originally contained vacancies of particular interest to non-nationals. The Employment Guidelines, adopted by the Council in July 2003, specified that by 2005 jobseekers throughout the EU should be able to consult *all* job vacancies advertised through Member States' employment services. The Member States have gradually adapted their systems to the new technical platform so that virtually all their vacancies can now be accessed via the EURES Portal. The Portal thus connects job vacancies databases in 30 countries and a user can access, in real time, more than a million job vacancies.

In addition to the jobs database there also is a **CV online database**, where jobseekers can post their CVs to be viewed by registered employers.

Both databases are available on the **EURES Job Mobility Portal** (http://eures.europa.eu). It aims to provide a user-friendly means of accessing the information needed for those contemplating a move for career or for learning purposes. The portal is now available in all 25 official EU/EEA languages and attracts more than 4,000.000 visitors per month.

As well as providing information on available jobs throughout the EEA and the possibility for jobseekers to post their CVs online, the Portal has information on living and working conditions, labour market developments (tracking shortages and surpluses of labour), and on education and training opportunities (via the PLOTEUS site run by the Commission's Directorate General for Education and Culture).

After the enlargements of the European Union in 2004 and 2007, EURES serves as an important focal point for information concerning, among other things, the transitional rules that apply for the free movement of workers between new and old Member States.

The Extranet section of the Portal, available for EURES advisers and other members of the EURES network (in total more than 2,000 users), contains document repositories,

directories, forums and a number of other practical tools and utilities to facilitate internal communication within the EURES network.

A EURES Helpdesk providing quick and accurate answers to information requests from jobseekers, employers and others on job mobility issues in general and on the European Job Mobility portal in particular is accessible via a European free phone number and e-mail.

The European Commission's Directorate General for Employment, Social Affairs and Equal Opportunities (DG EMPL) is responsible for co-ordinating and supporting the EURES network.

1.3 Promotion of mobility and the EURES network

Communication is one of the European Commission's strategic objectives and it has therefore adopted an Action Plan to improve the communication and to promote a coherent image of the European Union's policies. Communication on the advantages and opportunities of job mobility in general and on EURES activities which benefit EU citizens in a way that people can easily understand and relate to will contribute to a better understanding of the role of the European Union in this area.

In mid-2010, DG EMPL will launch a Mobility Information Campaign. Its aim is to renew and strengthen awareness and focus on the importance of mobility for citizens and workers in Europe. The campaign as such is outside the scope of this call for tenders, but EURES communication activities should always be coordinated with similar activities by DG EMPL or other Commission services.

The EURES Charter provides (section 2.5) the following guidelines on the promotion of the EURES network

"It is crucial for the success of the EURES network that potential clients as well as persons active within the EURES members' and partners' organisations are fully aware of what the network can offer.

Communication strategy and plans

The EURES Co-ordination Office shall, together with the EURES members and partners, engage in an overall communication strategy, designed to ensure the consistency and cohesion of the network vis-à-vis its users. The EURES members shall, in accordance with the overall strategy, develop their own promotion plans and include them in the respective national EURES activity plan. The EURES partners will take part in information and promotion activities devised by the relevant EURES members and by the EURES Coordination Office.

EURES members and partners shall ensure that the information and promotional material they provide are coherent with the overall communication strategy and with the information coming from the EURES Co-ordination Office.

The EURES logo

The EURES service mark, as well as the logo characterising it, is the property of the Commission. EURES members and partners shall use the EURES logo in all their activities related to EURES. Information presented under the EURES logo shall be in compliance with the policies and interests of the European Union and with the objectives of EURES. Only the EURES Co-ordination Office may grant third parties a permission to use the EURES logo, and inform EURES members and partners concerned accordingly. EURES members and partners shall inform the EURES Co-ordination Office without delay of any abuse of the logo by third parties."

2. Purpose of the Contract

The purpose of this framework contract is to provide services to promote information and communication about EURES and job mobility in line with the Information and Communications Strategy for EURES that was adopted in 2005.

The Information and Communication Strategy is built on a **decentralised approach** where the national and local members of the network act as multipliers and where most of the actual information activities are carried out at the national and local level. The services included in this framework contract are therefore to a large extent focused on providing support and assistance on the European level for the benefit of the national and local members of the network.

The overall aim of the information and communication activities envisaged is to raise awareness of the EU's role in promoting growth and jobs in the EU and to improve matching and anticipation of skills needs on the European labour market. Audience should be informed:

- of the possibilities and benefits of job mobility in general and
- of the EURES network and its services in particular.

The main target groups include workers, job changers, jobseekers, unemployed and their families as well as employers from an end user perspective. Communication activities may be directed towards specific target groups, such as youth, graduates, Small and Medium sized Enterprises etc. An improved internal communication within the EURES network as well as activities aiming at promoting and raising awareness about EURES within Public Employment Services and other participating organisations are also important objectives.

As the exact scope, quantities and timing of the tasks described below, may vary over time, DG EMPL intends to conclude a framework contract. Within this framework contract, the supply of specialised services and products is subject to the "Order of services procedure" in accordance with Article I.4 of the Standard Contract.

3. Tasks to be performed by the Contractor

Tenders may be submitted for either one or both of the lots. Tenderers are required to submit their prices by using quotation forms in Annex II separately for each lot. Each lot will be evaluated separately.

The tasks described below will be implemented in coherence with and respecting all strategies and guidelines concerning communication and information that are or will be adopted by the European Union, the Commission and DG EMPL.

3.1 Lot 1 - Development of common strategies for and provision of co-ordination and support to EURES communication activities

No assurance is given as to the volume, value and frequency of assignments under this contract. However, as a purely indicative estimation an amount of maximum of 600.000 € for this lot could be given as a preliminary forecast for the first 24 months of implementation.

The Contractor should develop communication tools and strategies that will serve as a common strategic umbrella for all EURES communication activities at both European, national and local/regional level aiming at promoting job mobility and at showing EURES as the key tool. This involves support to the various actors by the organisation and/or

participation in conferences, seminars and training sessions. The Contractor should also provide advice and help to initiate and co-ordinate various communication activities that will be carried out nationally as part of the national activity plans of the EURES member and partner organisations.

Task 1 - Annual communication plans

The Contractor should develop a three year Communications plan related to the three year EURES guidelines 2010-2013. Based on which annual action plans should be developed.

The plans should include: the identification of the appropriate target groups, the main communication objectives, the preferred communication channels/tools, the key messages, the partners and relays organisations, the time schedules, the targets for communication impact and monitoring tools, as part of an integrated strategy. The Contractor should develop these plans in close co-operation with DG EMPL, national and regional communication coordinators, the Contractor responsible for Lot 2, the DG EMPL contractor for the development and maintenance of the EURES portal and other relevant stakeholders.

The plan should aim at broadest possible co-operation with other actors, such as other information networks co-ordinated by the European Commission and organisations operating on the European labour market.

Based on this communication plan the national and regional EURES member organisations will develop their own action plans, with the support provided by the Contractor under this contract.

This task also includes participation in coordination meetings as described under point 3.3 below.

Task 2 - EURES Communications tool kit

This task includes, as specified in orders for services and under instructions from the Commission:

The development and update of tools that helps the EURES network to generate an effective flow of information and publicity about the EURES services. The tool kit aims at giving the EURES network both guidance and instructions on how to communicate internally (within the network and within their respective organisations PES) and externally (to clients). It should include several tools for hands-on utilisation to aid their outreach.

The comprehensive EURES Communications tool kit should at least contain:

- Importance of best-practice case studies, showcasing success
- Establishing target audiences how to, questions to ask yourself, suggested data to review, survey questions
- Selecting the appropriate media/ How to build a database
- Defining key localised messages that reflect the central strategy
- Preparing and supplying information to the media
- Building good relationships with journalists/ Tips for working with media
- Templates for press releases for example, in relation to the European Job Days
- Maximising exposure of news stories and press articles: "Once articles are placed, what should I do with them?"
- Tips on distributing summaries to stakeholder audiences, when to share summaries with other news media, etc.
- Successful event creation and management

- Use of the EURES logo and tagline
- The difference between proactive and reactive media relations
- Questions and answers, with a focus on efficient proactive outreach
- Ideas on how to leverage testimonial statements gathered from EURES users (success stories, ambassadors)
- Tapping useful Commission resources
- Glossary of terms
- Audiovisual media relations
- Internet marketing

In addition, the Contractor should develop documents with sets of arguments ('argumentaires') to convince, in a user-friendly and easily comprehensible way, citizens and workers in Europe about the utility and advantages of EURES.

The Tool Kit should be made available on the Extranet for the entire EURES network to access and tailor the contents (press materials) as needed for distribution to their local markets.

Based on the tool kit the Contractor should be able to provide

- "Tip sheets", PowerPoint presentations and the like, to give the network tips and ideas for marketing and communications activities
- Communication training and content for e-learning

Task 3 - Audiovisual media production

This task includes, as specified in orders for services and under instructions from the Commission:

- the development of a strategy for the use of audiovisual media for the communication of EURES, whether online on the EURES portal, via social networking media or at the various events organised by EURES;
- the production on request of audiovisual products, such as:
 - 'Destination videos' (available on the EURES portal and on DVD)
 - Videos to promote specific event like the European Job Days
 - Viral marketing video clips
 - Video News releases
 - Webcast of events

Task 4 - Training and support to the EURES network

This task includes, as specified in orders for services and under instructions from the Commission:

i) EURES Communication training

To run annual Communication trainings enabling more senior actors in the network to steep themselves in the communications strategy, its overall approach, and the rationale behind the various tactics.

The session will be held once per year (for the duration of the Contract) in a central location with around one-two representatives per country attending along with Commission officials. The conference should last two days.

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The logistics around the organisation of these training sessions are not part of this contract. The Contractor should however be able to participate in these sessions in order to deliver parts of the practical training and to prepare material and presentations to be used in the training.

ii)Local communication briefings

To participate in national or local communication briefing sessions. These sessions would be organised by the national EURES members or EURES cross-border partnerships in the framework of their annual activity plans and the Contractor would participate to deliver parts of or the whole training.

These sessions could be seen as "local" versions of the EURES Communications training, using the materials and presentations developed for the Communications Conference and tailoring them to the national context. The aim would be to provide materials and training skills to regional and local EURES actors to enable them, in turn, to hold communication trainings in their own regions.

iii)Communications support

To support the national EURES Managers, the communication co-ordinators, the EURES advisers and/or PES communication specialists.. This task involves giving assistance to a particular EURES partner to focus on its specific needs in the implementation of the EURES communication strategy. This could include help updating a media database, help with communication in a crisis situation, assistance setting up in-country interviews with the media, or preparation for an important media opportunity. The level of sophistication of the assistance would vary based on the needs of the country in question.

Task 5 - Advice and help to manage and co-ordinate information and communication activities

Most of the EURES communication and information activities will be carried out at the national and regional levels. The EURES member and partner organisations will include these activities in their annual activity plans. Under EURES Guideline 1 members are asked to produced and implement a national information campaign to inform the clients (jobseekers, unemployed, youth, graduates, employers, employees) on the opportunities offered by the European labour market. The task of the Contractor would be to provide advice and help to initiate and co-ordinate various communication activities that will be carried out nationally as part of the national activity plans of the EURES member and partner organisations. In cooperation with DG EMPL, the EURES managers and any working group of communication experts that may be created, the Contractor should advice on information activities that the EURES managers may choose to include in their annual activity plans and subsidy requests. Such information activities include but are not limited to the co-ordination of the European Job Days activities, which is mentioned below as an example.

The Contractor should also assist in the development and implementation of communication activities related to other mobility events, organised by DG EMPL in Brussels or elsewhere, such as an Annual European Mobility Conference.

Co-ordination of annual European Job Days and other events

The Contractor should co-ordinate the European Job Days activities that are organised by national and regional EURES organisations in spring and/or autumn every year. These activities are planned in co-operation with the Information working group of the EURES network meeting twice yearly.

The co-ordination of the European Job Days involve production of support material such as,

- Posters
- PowerPoint templates
- Placement of Op-ed articles
- Press releases
- Logo
- Radio and television advertisement scripts
- Tool kits etc.

The Contractor should co-ordinate the Job Days related activities by the Contractor responsible for Lot 2, including information within the EURES network, promotion of the events on the EURES portal, the Events calendar an in social networking media and collection of information to be included in press releases etc.

The Contractor should every year make a report on that year's Job Days including an impact assessment and an evaluation of tools and messages used.

3.2 Lot 2 - Collection, compilation and editing of information on a regular basis

No assurance is given as to the volume, value and frequency of assignments under this contract. However, as a purely indicative estimation an amount of maximum of 600.000 € for this lot could be given as a preliminary forecast for the first 24 months of implementation.

EURES News and information bureau

The Contractor should act as the central EURES "News and information bureau" and regularly provide news and information to be used at the various levels of the EURES network. The Contractor should perform this task in close co-operation with DG EMPL, national EURES communication coordinators and other actors. This task involves, in particular:

- i) maintenance and updating of databanks of media contacts, satisfied users and EURES success stories hosted by DG EMPL and accessible via the EURES Extranet. The contents of these databanks should be shared with DG EMPL and the EURES network for various information and communications purposes. The databank should in principle be available in English, apart from local content that may be in the national language in question. The development, technical maintenance and hosting of the IT tools necessary for this task will be handled by DG EMPL. The input for this task comes from:
 - Own media reviews
 - Own research and surveys
 - Reports on activities in the EURES network,
 - Success stories reported by the network.
 - Media contacts reported by the network,
 - Input from DG EMPL, the EURES network and other relevant actors in the network.
 - Statistical data, such as the usage of the EURES portal, the number of job vacancies available, the number of CVs stored etc. collected on a regular basis
- ii) regular production of various information products, such as:
 - News articles to be published on the EURES portal or the EURES Extranet. The Contractor should every week on average provide 5 articles of max. two A4 pages, including graphics/photographs, on various topics, such as success stories, best

practice, labour market news, living and working conditions, mobility etc. The articles should be written in English and uploaded on the EURES portal and/or Extranet by the Contractor using the portal's content management system. Articles intended for the public will be translated by the Commission into 25 languages and articles intended for the EURES network into French and German.

- Compilations of interesting key data, based on statistical data made available to or collected by the Contractor, Eurobarometer and similar surveys as well as from additional ad hoc web surveys created and managed in co-operation with DG EMPL. The Contractor should present the data in such a way that it could be easily used by the members of the EURES network and included in various information products such as media fact sheets, news articles etc. This information should be available at least in English.
- Prepare monthly e-mails to registered users informing them briefly about recent articles available on the portal. E-mails should be in HTML format and in English, the Commission will translate them in 25 languages for external users and 3 languages for internal users.
- Continuously update information on EURES in various social network media, such as Facebook, Twitter, Linked in, Flickr etc. This information will in principle be in English.
- Monitor and update the Events calendar on the EURES portal.
- Regularly keep the EURES network and in particular EURES national communication coordinators informed about current events and activities, such as European Job Days, and receive and compile information from the network on such activities. This could to a large extent be done by using the various tools on the EURES Extranet, such as groups, blogs, forums, Events calendar etc.
- Prepare monthly reports to DG EMPL on current communication activities at European, national and regional levels.

The Contractor should provide a global monthly price for delivering all the services mentioned above. See point 9 below.

In addition, the Contractor could be asked to provide similar information products and services, such as fact sheets, leaflets and web pages etc. **on request** by specific service and project orders.

All texts mentioned above should be **edited and delivered in English** and in a way well adapted to the target groups and the fact that they are mainly intended to be published on the web. They must be written by or revised by native English speakers with relevant journalistic background.

DG EMPL will take care of all necessary translations and return them to the Contractor for inclusion in the relevant information product.

The Contractor must co-operate closely with DG EMPL and with the Contractor responsible for Lot 1, in particular when it comes to coordinating the respective activities and to choose common themes for articles and overall communication support activities. The Contractor is expected to participate in monthly co-ordination meetings at DG EMPL premises in Brussels.

3.3 Meetings

The Contractors for Lot 1 and Lot 2 should participate in monthly half day co-ordination meetings with DG EMPL as well as in three full day meetings per year with representatives of the EURES network. The meetings will take place in Brussels and all associated costs and expenses must be included in the fixed price for Task 1 of Lot 1 and for Lot 2 respectively.

The Contractor may be asked to attend additional meetings at the invitation of the Commission. In this case, any mission expenses incurred by the Contractor will be reimbursed in accordance with the provisions of the contract.

The Contractor must prepare the minutes of any meetings he attends. If more than one Contractor is present, a decision as to who will prepare the minutes will be taken at the time of that specific meeting. These minutes must be approved by the Commission before being distributed.

The Contractors for the two respective lots are expected to co-operate with each other in order to co-ordinate certain activities as described above under 5.1 and 5.2. The format of this co-operation will be discussed and decided upon at the monthly co-ordination meetings.

4. Expertise required 7

See Annex IV.

Specific requirements other than those mentioned in Annex IV

The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him or her.

The Contractor(s) should propose a Project Manager for each lot. The project manager will have the overall responsibility for the execution of the contract. The Project manager must have documented knowledge and experience of running similar services. The Contractor must provide CVs of the Project manager and other key personnel responsible for carrying out the contract and must inform DG EMPL when there are changes in the key staff.

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

See Article I.5.

Specific requirements other than those mentioned in Article I.5 (e.g. schedule of interim reports)

See Article I.2. of the contract:

The contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

The contract may be renewed up to 1 time for a period of 24 months, only before expiration of the Contract and with the express written agreement of the parties. Renewal does not imply modification or deferment of existing obligations.

Reporting (see also article II.4.3 of the contract).

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

-

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

Within a month following the signature of the Contract, the Contractors for each lot will propose and discuss with the Commission a preliminary plan of the works to be assigned during the year for which the framework contract will be valid. The plan is indicative and not binding for the Commission and will be updated when necessary.

Management reporting:

The Contractor will have to present to the Commission a quarterly summary management report with indication of,

- 1) The assignments implemented and planned
- 2) Results obtained
- 3) Resources allocated and used
- 4) Any problems encountered

The intended commencement date is November 2010, and the period of execution of the contract will be 24 months. Actual commencement will take place after signature of the contract by both parties.

6. Schedule of audits to be carried out in accordance with Article II.18 of this Contract

N/A

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Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document: pages.



ANNEX III Model Forms

1. Model Forms

1.1. Request for Services

The Request will be accompanied by indicative *Draft Tender Specifications and Monitoring* about the services to be performed.

1.2. Service Order Form

The Order Form will be accompanied by precise and detailed (binding) *Tender Specifications and Monitoring* about the services to be performed and by the *Tender of the Contractor*.

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) ⁸ 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;

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

- 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:

| Destin | ations | DSA in EUR | Maximum hotel price in EUR | Destii | nations | DSA in EUR | Maximum hotel price in EUR |
|--------|--------------------|---------------|----------------------------|--------|---------------------|---------------|----------------------------|
| AL | Albania | 50,00 | 160,00 | LI | Liechtenstein | 80,00 | 95,00 |
| AT | Austria | 95,00 | 130,00 | LT | Lithuania | 68,00 | 115,00 |
| BA | Bosnia-Herzegovina | 65,00 | 135,00 | LU | Luxembourg | 92,00 | 145,00 |
| BE | Belgium | 92,00 | 140,00 | LV | Latvia | 66,00 | 145,00 |
| BG | Bulgaria | 58,00 | 169,00 | ME | Montenegro | 80,00 | 140,00 |
| CH | Switzerland | 80,00 | 140,00 | MK | F.Y.R. of Macedonia | 50,00 | 160,00 |
| CY | Cyprus | 93,00 | 145,00 | MT | Malta | 90,00 | 115,00 |
| CZ | Czech Republic | 75,00 | 155,00 | NL | The Netherlands | 93,00 | 170,00 |
| DE | Germany | 93,00 | 115,00 | NO | Norway | 80,00 | 140,00 |
| DK | Denmark | 120,00 | 150,00 | PL | Poland | 72,00 | 145,00 |
| EE | Estonia | 71,00 | 110,00 | PT | Portugal | 84,00 | 120,00 |
| EL | Greece | 82,00 | 140,00 | RO | Romania | 52,00 | 170,00 |
| ES | Spain | 87,00 | 125,00 | RS | Serbia | 80,00 | 140,00 |
| 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 |
| ΙE | Ireland | 104,00 | 150,00 | UK | United Kingdom | 101,00 | 175,00 |
| IS | Iceland | 85,00 | 160,00 | XK | Kosovo | 80,00 | 140,00 |
| IT | Italy | 95,00 | 135,00 | | | | |

2.2.2. Travel expenses

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

3. Additional provision

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

VC/2010/0246 V/SE/FRASEC02-en – v. 20100126 30 ► 34

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EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

[directorate] [unit]

| Brussels, | (date of notification) |
|-------------------|------------------------|
| EMPL/ – D(2010) – | |

[Name and address of Contractor]

Request for Services

Under the Service Framework Contract ref. No of between and DG

Further to the above-mentioned Contract concluded between the Commission and your firm, we request a proposal for the service described below.

| 1. | Title of the requested services | |
|----|---|--|
| 2. | Requestor (Name and title) | |
| 3. | Draft Tender specifications and Monitoring | See attached Draft Tender specifications and Monitoring |
| 4. | Estimated duration (Calendar days) | |
| 5. | Estimated expertise required (Estimated number of experts, of w.d./expert, of total w.d.) | See attached Draft Tender specifications and Monitoring, 4. Estimated expertise required |
| 6. | Expected output (Specialised services to be provided) | See attached Draft Tender specifications and Monitoring |
| 7. | Address of requestor, where to send the proposal in return (Full address) | European Commission Employment, Social Affairs and Equal Opportunities DG [Unit and administrative address] B-1049 Brussels, Belgium |
| 8. | Signature of requestor | |
| 9. | Date of signature by requestor | |

w.d. = 1 working day for 1 expert; only the services actually provided by the expert(s) for the mission concerned will be payable to the Contractor.

We thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (estimate) in accordance with the provisions of the Contract, within 10 working days of the date of notification of this service request.

Please ensure that your estimate is drawn up in accordance with the provisions of Annex I to the Contract and that it includes your personal opinion, suggestions and recommendations concerning the methodology and/or professional qualification required (including the counter-proposals and proposals/alternative suggestions you deem appropriate).

Annex:

Proposed Draft Tender Specifications and Monitoring.

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Service Order Form

Brussels, (date of issue)

Following a Service Framework Contract

| * * * * | |
|-------------|----------|
| EUROPEAN CO | MMISSION |

| Employment, Social Affairs an | ıd |
|-------------------------------|----|
| Equal Opportunities DG | |
| Requesting Department | |

| Reference Nos to be quoted in all correspondence | | | |
|--|----------------|--|--|
| Order form No: | Accounting No: | | |
| VC/ | SI2 | | |

| Ord | ler form title: | |
|-----|-----------------|--|
|-----|-----------------|--|

This order is governed by the provisions of Framework Contract No of, between the Contractor and DG, in force Acceptance of this order implies that the contractor waives all other terms of business or of execution of the tasks.

| | Unit price | Unit | | |
|-----------------------------|------------|---------------|----------------|------------|
| Description of the Services | in € | Quantity type | Sub-total in € | Total in € |

| S AND DIRECT COSTS (fi | xed prices) | | | |
|--|-------------|----------|------|----|
| Specialised services: max. provision for fees | , , | | | 0, |
| Experts of qualification level I | | | | |
| Details | 0,00 | 0 w.d. | 0,00 | |
| Experts of qualification level II | | | | |
| Details | 0,00 | 0 w.d. | 0,00 | |
| Experts of qualification level III | | | -, | |
| Details | 0,00 | 0 w.d. | 0,00 | |
| Experts of qualification level IV | ,,,,, | | -, | |
| Details | 0,00 | 0 w.d. | 0,00 | |
| Specialised supplies: max. provision for direct costs (to be | 3,22 | | -, | |
| specified) | | | | 0 |
| Details | 0,00 | 0 unit | 0,00 | Ŭ |
| Travel | 0,00 | o unit | 0,00 | 0 |
| Journeys for participants as mentioned in Annex I | | | | Ü |
| Details | 0,00 | 0 trip | 0,00 | |
| Provision for supplementary journeys upon request of | 0,00 | o uip | 0,00 | |
| the Commission | | | | |
| Details | 0.00 | O trin | 0.00 | |
| = 0.110 | 0,00 | 0 trip | 0,00 | 0 |
| Accommodation | | | | C |
| Hotel expenses for participants as mentioned in Annex I | 0.00 | | 0.00 | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Provision for supplementary accommodation upon | | | | |
| request of the Commission | | • | | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Subsistence | | | | C |
| Subsistence expenses for participants 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 | |
| Logistic and organisational expenses | | | | 0 |
| Rent of conference rooms | | | | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Catering | -, | | -, | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Fees for interpreters | 0,00 | o po.o. | 0,00 | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Rent of interpreters' boots and supplies | 3,00 | o poro. | 0,00 | |
| Details | 0.00 | 0 unit | 0,00 | |
| Printing and dissemination of documents | 0,00 | o unii | 0,00 | |
| Details | 0,00 | 0 conico | 0.00 | |
| | 0,00 | 0 copies | 0,00 | |
| Translations | 0.00 | 0 | 0.00 | |
| Details | 0,00 | 0 pages | 0,00 | |

| | Unit price | Unit | | |
|--------------------------------------|------------|---------------|----------------|------------|
| Description of the Services | in € | Quantity type | Sub-total in € | Total in € |
| | | | | |
| Other direct costs (to be specified) | | | | 0,00 |
| Details | 0,00 | 0 unit | 0,00 | |
| Sub-total "Fees and Direct Costs" | | | | 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 for experts as mentioned in Annex I | | | | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Provision for supplementary accommodation upon | | | | |
| request of the Commission | | | | |
| Details | 0,00 | 0 pers. | 0,00 | |
| Subsistence expenses | | | | 0,00 |
| Subsistence for experts as mentioned in Annex I | | | | |
| Details | 0,00 | 0 w.d. | 0,00 | |
| Provision for supplementary subsistence upon request of | f | | | |
| 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) | | | | 0,00 |
| Calculation base | 0,00 | | > | |
| Contingencies: approx. % of calculation base | | 0 % | 0,00 | |
| Sub-total "Reimbursable Expenses" (Art. I.3.4) | | | | 0,00 |
| | | | | |
| | | 0 /8 | | 0,00 |

| Place of implementation: | Total amount without VA | | 0,00 |
|----------------------------|-------------------------|---|------|
| European Commission | VAT % | 0 | 0,00 |
| | | | |
| Terms of payment: | Overall Tota | | 0,00 |

Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this Order form.

For Contractors established in Belgium, the provisions of the Contract constitute request for VAT exemption No 450, provided that the Contractor indicates in his invoice(s) as follows: "Exonération de la TVA, Article 42, § 3.3, du code de la TVA", or equivalent indication in Dutch or German language.

If the Contractor has a fiscal imposition place in a Member State of the European Union other than Belgium, see attached Form 15.10.

Duration:

The duration of the tasks shall not exceed

Execution of the tasks:

Execution of the tasks shall start from

Signature

For the Commission,

..... -

Employment, Social Affairs and Equal Opportunities DG

(signature)

Done at Brussels, In duplicate, in English

Annexes:

- Annex I: Tender Specifications and Monitoring
- Annex II: Contractor's Tender (Registre CAD Ref. No. of) signed by the Contractor
- For Contractor with fiscal imposition place in a Member State of the European Union other than Belgium: form 15.10 VAT and excise duty exemption certificate

ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

| Full names of experts assigned | | | Level of Qualification (I to iv, see above) | | |
|---|---|---------|--|--|--|
| Project leader (responsible for the management and co-ordination of the services requested by the Commission) | | | | | |
| (Contract signatory) | • | | | | |
| Other experts | | | | | |
| | | l | | | |
| | | ll l | | | |
| | | III III | | | |
| | | IV | | | |
| | | | | | |

3. CVs of experts assigned

See Annex II.