



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Dialogue, Social Rights, Working Conditions, Adaptation to Change  
**Health, Safety and Hygiene at Work**

---

## Study Service Contract

---

*Contract title* **Report on the current situation in relation to occupational diseases' systems in EU Member States and EFTA/EEA countries, in particular relative to Commission Recommendation 2003/670/EC and gathering of data on relevant related aspects.**

*Contract ref. no.* **VC/2010/0395**  
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

*Contractor* .....  
.....

### Other administrative information

*Department* **DG EMPL/F/4**

*Pre-information notice* O.J. publication ref. no: .....  
*Call for tenders* DG EMPL ref. no: VT/...../..... of .....  
*Contract notice* O.J. publication ref. no: .....  
*EPIC (CIAME)* ref. no: ...../.....  
*Databases* SMART ref. no: .....  
*Service category* no: A12

### Other accounting information

*Commitment no.* **SI2. ....**  
This commitment no. **must** be quoted in correspondence relating to **invoices / payments.**

*Type of Contract* **V/SE/STUSEC02**

The European 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 Costas  
CONSTANTINOU, Head of Unit - EMPL/F/4, Employment, Social Affairs and Equal  
Opportunities DG,

on the one part,

AND

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

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender no. VT/...../..... of .....)  
and Monitoring
- **Annex II** Contractor's Tender (Registre CAD ref. no. .... of .....)
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor
- **Annex VI** Final technical report to be submitted

which form an integral part of this Contract (hereinafter referred to as “**the Contract**”).

The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) and in the Breakdown of prices (Annex III) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

---

## I. **Special conditions**

---

### Article I.1 **Subject**

**I.1.1.** The subject of the Contract is the following study: **Report on the current situation in relation to occupational diseases' systems in EU Member States and EFTA/EEA countries, in particular relative to Commission Recommendation 2003/670/EC concerning the European Schedule of Occupational Diseases and gathering of data on relevant related aspects.**

**I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

### Article I.2 **Duration**

**I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party. The date of signature of the present Contract is that of the date stamp applied by the postal services of Employment, Social Affairs and Equal Opportunities DG on the title page of the present Contract after it has been signed by both parties.

**I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.

**I.2.3.** The duration of the tasks shall not exceed 15 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

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

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

The maximum total amount to be paid by the Commission under the Contract shall be EUR 0.00 covering all tasks executed.

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

Not applicable.

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

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

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

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

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

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

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

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

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

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

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

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

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

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

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

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

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

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

Not applicable.

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

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

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

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

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

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

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

**Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/F/4  
B-1049 Brussels (Belgium)

**Contractor**

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

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

**I.7.1.** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

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

**Article I.8 Data protection**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to internal audit services, to the 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.9 Termination by either contracting party**

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 30 days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

---

## **II. General conditions**

---

### **Article II.1 Performance of the Contract**

**II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

**II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

**II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

**II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

**II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

**II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

**II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

**II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

## Article II.2 Liability

**II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

**II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

**II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

**II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

**II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

## Article II.3 Conflict of Interests

**II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

**II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3.** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

**II.3.4.** The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

## Article II.4 Payments

### **II.4.1. Pre-financing**

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same article to cover pre-financing under the Contract. Such guarantee

may be replaced by a joint and several guarantee by a third party. The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor). The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

#### **II.4.2. Interim payment**

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

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

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

## **Article II.5 General Provisions concerning Payments**

**II.5.1.** Payments shall be deemed to have been made on the date on which the Commission's account is debited.

**II.5.2.** The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount



is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

**II.5.3.** In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

## Article II.6 Recovery

**II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

**II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

**II.6.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the 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 which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

**II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.7.3.** Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside 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.3.3.

**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.8 shall apply.

**II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

**II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the 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.

## **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 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 has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
  - (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
  - (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

**II.15.2.** In case of *force majeure*, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

**II.15.3.** Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

**II.15.4. Consequences of termination**

In the event of the Commission terminating the Contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

## Article II.15a **Substantial errors, irregularities and fraud attributable to the Contractor**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

## Article II.16 **Liquidated Damages**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

## Article II.17 **Checks and Audits**

**II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the 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.

**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.

**II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

## Article II.18 **Amendments**

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

## Article II.19 **Suspension of the Contract**

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

**Signatures**

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

2. For the Commission,  
Costas CONSTANTINOU  
Head of Unit - EMPL/F/4  
Employment, Social Affairs and Equal  
Opportunities DG

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

In duplicate in English.



---

# Tender Specifications and Monitoring

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

---

## 1. Background

### 1.1. Progress introduction

PROGRESS<sup>3</sup> is the EU's employment and social solidarity programme, set up to provide financial support for the attainment of the European Union's objectives in employment, social affairs and equal opportunities as set out in the Social Agenda<sup>4</sup>. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

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

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

More specifically, PROGRESS supports:

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

The present call for tenders is issued in the context of the implementation of the 2010 annual work plan which can be consulted at <http://ec.europa.eu/social/main.jsp?catId=658&langId=fr>

### 1.2. Background information specific to this contract<sup>5</sup>

An occupational disease is a health problem caused by exposure to a workplace health hazard. It can typically result from exposure to dust, gases, fumes, noise, vibration, toxic substances, abnormal temperatures or pressures, etc. Effects may be more or less immediate, gradual (e.g. lung complaints, skin problems or repetitive stress injury) or delayed (e.g. cancers). Work-related ill health is also definable as in the 1999 Labour Force Survey (LFS) ad hoc module according to which a work-related

---

<sup>3</sup> Decision No 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity — Progress, JO L 315 of 15.11.2006

<sup>4</sup> Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - Renewed social agenda: Opportunities, access and solidarity in 21st century Europe COM/2008/0412 final of 02.07.2008.

<sup>5</sup> For a more in-depth perspective of the whole range of issues to be borne in mind please check also Annex IV

health problem covers all diseases, disabilities and other physical or psychological health problems, apart from accidental injuries, suffered by the worker, and caused or made worse by the work. For the purposes of the report to be elaborated pursuant to this call for tender, the contractor will essentially focus on ailments covered by Annexes I and II of Recommendation 670/2003/EC.

There are reasons to believe that the pace of innovation and technical progress has enlarged the number of workplace hazards and risks and these need addressing as the potential for some to be at the origin of 'new' occupational diseases is there.

In the range of ailments in any list of occupational diseases, be it national or international, are included forms of ill-health of a very serious nature that put a lot of suffering on the workers concerned and respective families. This factor could be enough to justify measures aimed at reducing the long term burden of occupational diseases, irrespective of any economic considerations in the perspective of Member States' authorities (impact on national health and compensation systems) or that of employers (insurance costs).

The European Commission has been working in this field to encourage in particular preventive measures and promote national frameworks that allow for successful compensation claims. However the Commission is concerned that economic considerations may still tempt Member States' authorities and employers to object to improvements where protective measures may be deemed to impact on social security systems' finances (because of a theoretical rise in compensation requests) and/or impact on the profitability of enterprises/employers (insurance costs). This may be due to ignorance and concerns with costs of prevention measures (including training of workers) and compensation in a theoretical scenario that would see a rise in the number of conditions included in lists of occupational diseases, making employers and eventually the Member States' authorities potentially liable to pay for them. However, improvement of workers' safety, hygiene and health at work is an objective which should not be subordinated to economic considerations where such considerations hit seriously legitimate workers' rights. Member States' authorities and employers are the key decision-makers in the field of practical implementation of occupational safety and health measures; therefore it is also important to provide them with the necessary tools and understanding facilitating their prevention work (even if dividends may not be perceived for quite some time), without, where relevant, prejudice of the legitimate rights of workers to compensation.

As to the issue of the onus of proof and the subsequent compensation Recommendation 670/2003/EC (hereafter called the Recommendation) touches on some aspects of this problem when, in its Article 1, point 2, it urges Member States to extend compensation rights to workers suffering from diseases not listed in Annex I, particularly where such conditions are listed in Annex II of the Recommendation (conditions suspected of being occupational in origin). Abiding by such principles is all the more important as workers may find themselves typically in a very disadvantaged position in that not only are they at a loss because of being the ones actually touched by some serious forms of ill-health, they also have to bear the grunt of legal battles at a moment of their lives where both time, energy and resources are more wanting.

### 1.3 Commission Recommendation 670/2003/EC and its background

In 1990, the Commission adopted a Recommendation concerning a European Schedule of occupational diseases (90/326/EEC). Since that time, scientific and technical progress has led to a greater understanding of how certain occupational diseases emerge and of the causal relationships involved; consequently in 2003 a new Recommendation was published (2003/670/EC).

Recommendation 2003/670/EC, which is not legally binding, contains two Annexes: the first (European schedule of occupational diseases) is a list of occupational diseases that the Commission believes should be recognised in all Member States. Annex II contains a list of diseases suspected of being occupational in origin which should be subject to notification and which may be considered at a later stage for inclusion in Annex I.

The main points of Recommendation 670/2003/EC to Member States are:

- **Recognition:** To introduce the European Schedule into EU Member States legislative frameworks. This listing covers the diseases which have been scientifically recognised as



being occupational in origin, which should entitle workers suffering from them to compensation and which must be the subject of preventive measures.

- **Compensation:** Work to introduce into EU Member States legislative frameworks the necessary provisions entitling workers to compensation for occupational diseases whose origin and occupational nature can be proved.
- **Improved statistics:** To progressively make EU Member States statistics concerning occupational diseases compatible with the Schedule.
- **Preventive measures:** To develop preventive measures, by involving all interested parties and, where appropriate, by exchanging information, experience and good practice through the European Agency for Safety and Health at Work.
- **Set targets:** To establish national quantified objectives with a view to reducing the rate of recognised occupational diseases.
- **Information transfer:** To introduce a system for the collection and exchange of data on the epidemiology of the diseases and promote research.
- **Raise awareness:** To encourage national health systems to contribute actively towards disease prevention, in particular by raising the awareness of medical personnel in order to improve knowledge and diagnosis of occupational diseases.

#### **1.4 Commission Communication COM (2007) 62 final of 21 February 2007: 'Improving quality and productivity at work: Community strategy 2007-2012 on safety and health at work'**

Since 2003, and particularly in its Communication COM (2007) 62 final of 21 February 2007: '*Improving quality and productivity at work: Community strategy 2007-2012 on health and safety at work*', the Commission, supported by the two resolutions of the Council and the European Parliament, stresses the major contribution that guaranteeing quality of work can play in promoting economic growth and employment. It acknowledges the importance of effective occupational health and safety policies to ensure that economic costs of problems associated with work-related ill-health will not inhibit economic growth and affect the competitiveness of businesses in the EU.

Consequently the Communication was an opportunity for the Commission to reemphasise its recognition of the importance of occupational diseases<sup>6</sup> and express its intention to continue its work on this area. *Ibid.* *The Commission will evaluate the measures taken in response to the recommendations concerning the European schedule of occupational diseases*

## **2. Purpose of the Contract**

This invitation to tender invites bids for the elaboration of a report titled '**Report on the current situation in relation to occupational diseases' systems in EU Member States and EFTA/EEA countries, in particular relative to Commission Recommendation 2003/670/EC concerning the European Schedule of Occupational Diseases and gathering of data on relevant related aspects.**

*Relevant related aspects are, e.g. role and importance of international fora, processes of decision making at national level, scientific developments, new workplace risks, data/statistics, as aspects about which information is necessary for a good characterisation of this area of work in the EU'.*

---

<sup>6</sup> Certain types of occupational diseases are becoming more common (musculo-skeletal disorders, infections and illnesses associated with psychological stress) and the nature of occupational hazards is changing in tandem with the acceleration of innovation, the emergence of new risk factors (violence at work, including sexual and psychological harassment, and addictions) and the transformation of work patterns (working life is becoming more fragmented). These changes mean that a better understanding of the problem must be acquired by conducting specialised research in order to identify effective prevention measures.

In general terms the objective of the report will be to shed light on the degree to which Commission Recommendation 670/2003/EC, its annexes and associated documents (Diagnostic criteria guidance) will have encouraged Member States national systems to tackle the occupational diseases problematic, **drawing on the objectives of the Recommendation as reference, as per its Articles 1 (with all its points, 1 to 10, to be covered in the comparison) and 2; the report should check all such aspects.**

Assuming that differences of approach will be found as to how each EU Member State and concerned stakeholders (e.g. employers and workers via or not their legitimate representatives, academia, scientific community involved in the processes of decision making, national safety and health committees) contribute to shaping the system(s), **the objective will be also to clarify processes of decision-making in Member States and highlight possible cases of good/best practice judged as per the results achieved in trying to prevent occurrence of occupational diseases.**

Furthermore the opportunity should be taken to address the future, namely in terms of covering occupational diseases not hitherto listed in any of the annexes of the Recommendation, namely to take account of new workplace hazards and the diseases that they may bring about.

Based on the data that will be compiled the contractor will draft a report that will include a critical analysis of the more relevant aspects, as detailed under section 3, including, based on the pros and cons of the situation(s) / scenarios so detailed, **a series of options on how the 'occupational diseases system' as currently run by the EC could evolve and why.**

### 3. Tasks to be performed by the Contractor

*(including description of output documents to be created by the Contractor and submitted to the Commission for its approval)*

#### 3.1 Concerns and principles to be borne in mind when carrying out the tasks

In carrying out its task of elaborating the report the contractor shall be guided by Recommendation 670/2003/EC as 'checklist'.

Hence the contractor shall base himself on the following set as a baseline to carry out the work:

- **Commission Recommendation 670/2003/EC and its annexes.** As stated under SUBJECT OF THE CONTRACT, above, the objective of the report will be to shed light on the degree to which Commission Recommendation 670/2003/EC will have informed/influenced Member States national systems to tackle the occupational diseases issue, **drawing on the objectives of the Recommendation as reference, as per its Articles 1 (with all its points, 1 to 10, covered in the comparison) and 2; in other words the report should check/compare all such aspects.**
- **Information Notices on Occupational Diseases – a guide to diagnosis** (either the former version or that published in 2009<sup>7</sup>).
- **The range of replies sent by Members States pursuant to the obligations imparted on them by Commission Recommendation 670/2003/EC, as stated in its Article 4.** Where available the Commission will provide this information to the contractor; however the provision of this information for specific Member States will not dispense the contractor from obtaining, on its own, the necessary evidence relative to them, since the nature of the information thus provided by the Commission may be scant and unlikely to correspond to the necessary degree of completeness to carry out the required in-depth analysis.

<sup>7</sup> Available in <http://ec.europa.eu/social/main.jsp?catId=716&langId=en&intPagelD=229> by clicking in the 2009 document just under 'related documents' in the right hand column.

- **Any relevant information in the field of occupational diseases available internationally**, from e.g. OSHA, EIRO (part of the European Foundation for the Improvement of Working and Living conditions) and particularly as laid down by any such system, e.g. the ILO one and indeed any available from Member States national system(s) that might, at face value, seem to be robust enough to be useful in this regard and stand a meaningful comparison with the Recommendation. In carrying out this task the contractor will make a critical analysis of the pros and cons of the cases in the chosen Member States (see below) it will identify as relevant enough to warrant such a critical analysis and be chosen as examples.

The methods for obtaining include the range normally considered, *i.e.* desk research, interviews, relevant literature, internet, etc. Used sources must be mentioned in the report.

### 3.2 Specific tasks

**3.2.1.** The contractor shall analyse and characterise how decision-making takes place, on the understanding that, (should a, say, tripartite mechanism be at play involving, by way of example, government, workers and employers representatives) some mechanism of refereeing should be in place to arbitrate those cases where consensus on whether a disease should be listed as occupational or not is difficult to reach.

**3.2.2.** The contractor shall also inform himself with relevant stakeholders (national authorities, worker's representatives, employers, occupational physicians, safety and health committees) as to what are the concerns they currently have with the EU system as it stands and/or problems they may have with the national systems. The following are a few clues/questions as to how the contractor may approach this task and in doing so, the contractor shall devise a suitable questionnaire without prejudice of the need to adapt it to different settings/circumstances:

- Are stakeholders generally happy with the system (Commission Recommendation and/or national system(s)) and what do they see as being its main assets and shortcomings.
- Given the above what changes would they like to see made to them, if any; more specifically what suggestions for change they would have and why.
- Specifically, would they welcome or accept a more harmonised approach, EU wide, with EU wide valid lists of occupational diseases with a more legally binding status? An analysis of both affirmative and negative replies to this question will be required. Indeed the contractor should analyse how all the different types of stakeholders approach this question and probe, for each, whether a separation of the setting of EU wide lists of occupational diseases from any related measures, particularly payment of compensation, would make such a change more 'palatable' to them. Characterize national lists of occupational diseases in terms of how the respective entries are structured as compared with the annexes of the Recommendation. By way of example, Annex I of Recommendation 670/2003/EC is structured in terms of five different types of entries, *i.e.*:
  1. *Diseases caused by the following chemical agents.*
  2. *Skin diseases caused by substances and agents not included under other headings*
  3. *Diseases caused by the inhalations of substances and agents not included under other headings*
  4. *Infectious and parasitic diseases*
  5. *Diseases caused by the following physical agents.*

The contractor will check to what extent this 'model' is mirrored by Member States' systems and will highlight any significant differences found (what alternative forms of structuring entries are followed by Member States' systems) relative to it and ascertain to the extent possible the reasons behind such differences (possibly as determined by the characterisation of the respective processes of decision making).

- The consequences of the form/structure and content of its Annexes in particular with regard to missing new and emerging workplace/occupational risks/diseases (e.g. nanotechnology, stress at Work, electromagnetic radiation, and indeed any that the contractor will deem potentially candidate for inclusion in a possible list/annex devoted to tackling as yet not addressed occupational hazards, etc).
- Are stakeholders generally happy with the current coverage of the Recommendations' annexes or would they welcome a change or expansion of their coverage and if so in what way and to cover what conditions/ailments?
- On the understanding that there is room for annexes of the Recommendation to expand, and indeed for a different type of annex(es) to be considered (to address e. g. new hazards and risks, new working practices and patterns, new workplace technology, higher worker mobility, etc.) do they see such a possible change feasible in the framework of the current 'legal instrument' (Recommendation) or would a different one be preferable, and if so of which type and why?

**3.2.3.** In the process of gathering the necessary data to elaborate the report a critical analysis of possible good or best practice examples already in place shall be carried out, this meaning identifying those Member States' systems and/or framework agreements, codes of practice and/or social pacts between employers and workers representatives that, in the light of principles respecting the rights of workers and employers alike, can be put forward as good/best practice examples, while respecting also a logic that puts scientific evidence in the forefront of things even if, in the absence of more formal legislative rules, they may have been designed to address only a few conditions/diseases.

**3.2.4.** Also, where possible, a detailed cost-benefit analysis should be an integral part of the chosen good/best practice examples with an evaluation of the costs of work-related forms of ill health, and of the incremental benefit to enterprises if they develop an effective prevention policy of them. This shall be done based on desk research and case studies taking into account different insurance systems in Member States.

**3.2.5.** In keeping with the provisions of Article 1, point 5 of the Recommendation, when checking Member States' systems, a particular attention shall be devoted to reporting systems/mechanisms and the respective characterisation. The contractor should evaluate the consequences of keeping the *status quo*, meaning no change whatsoever of either the provisions of the Recommendation or its annexes and what impacts this would have at various levels, e.g. cross border compatibility of systems, including at the level of rights of workers to compensation, how would this be consistent or not with the objectives of a Europe where goods, capital and people are supposed to circulate freely, what implications this may have in wider international terms given the participation of some EU Member States in international *fora* where similar issues are debated and decisions taken, sometimes with legally binding decisions and the corresponding legal implications, etc.

Such a critical analysis highlighting the pros and cons of each option, as well as a proposed 'ideal' solution by the contractor, should address the consequences of adopting or not a different legal instrument or a combination of a binding element plus a non binding one.

**3.2.6.** Consequently the contractor will prepare a proposal and connected information material that will include possible options as a basis for a possible change of approach on how to manage the several aspects of occupational diseases management EU wide, as described per the requirements of section 3.

**3.2.7.** The outcome of all the mentioned steps shall be the preparation by the contractor of a report of no less than 100 pages (more likely substantially more), this figure not including any supporting annexes, titled **'Report on the current situation in relation to 'Occupational diseases' systems in EU Member States and EFTA/EEA countries, in particular relative to Commission Recommendation 2003/670/EC concerning the European Schedule of Occupational Diseases and gathering of data on relevant related aspects'** to be submitted to the Commission. The report shall address all the items under the whole section 3 of these specifications. Depending on how the contractor will have proposed (and as subsequently agreed by the Commission) to cover the various aspects, the report may be drafted in chapters that may highlight, each and apart from the classical Introduction/background chapter, synthesis chapter and executive summary, also: individual Member States' approaches, case-studies, best practice

examples, relevance and influence of international systems, structure of annexes/occupational diseases lists, diagnostic criteria setting, new workplace hazards/risks, options for the future.

### **3.3 Structure of work / hints on methodology**

**3.3.1.** Collecting and analysing information from existing data sources (from Member States, employers' and workers' organisations, the Commission, other – see point 5.1 above) and on such a basis describe/characterise the main features of Member States' systems of occupational diseases management, particularly with regard to how they may have been encouraged by the provisions of Commission Recommendation 670/2003/EC. Should such shaping have been influenced by also or essentially other international systems (e.g. ILO, other) this should be described as well and characterised in sufficient detail, plus in tabulated form where feasible.

**3.3.2.** By default all Member States and EFTA/EEA countries should be covered and where such covering of all such States will not be proposed in the tenders, a proper justification will have to be put forward.

Since the information will have to be gathered also from various types of stakeholders (e.g. Member States authorities, employers and workers representatives, etc.) in choosing the respective samples and as regards the latter two, employers and workers representatives operating/represented in the different Member States should be targeted in order to collect robust information on the various types of solutions found as compared to the initial EU wide objectives.

**3.3.3.** In a subsequent step the contractor should highlight obvious cases of diseases that are clearly and differently considered as to how occupational factors justify their coming about or not, in other words, examples of diseases listed in given Member States' national lists of occupational diseases but not in other(s). Such cases should be clearly identified and the arguments typically put forward by each party justifying their inclusion or not in the lists, described in detail and in tabulated form.

These chosen cases could also be informed on how they could have been typically prevented including an estimate of the costs of the measures that, if undertaken, would have permitted to avoid them. They should be a representative sample of a sufficiently varied range of health concerns in, where possible, typical but varied sectors of economic activity in terms of size and working processes involved. Worker' age, sex, occupational status etc. shall be representative for the distribution of these variables in the sectors chosen.

In performing this work the contractor should take into consideration obligations of employers and their responsibility to take the general measures necessary for avoiding the occupational diseases of concern. This may include, e.g. measures to combat at source risks that cannot be avoided, adapting the work to the individual and adapting to technical progress. It should be also analysed, firstly, whether, if applicable, the employer followed the rule of replacing the dangerous by the non-dangerous or the less dangerous and gave collective protective measures priority over individual protective measures and secondly, how implementing such measures compared in the incremental cost-benefit ratio.

**3.3.4.** The comparison of data collected through case studies, be them examples of national systems or possible framework agreements (social dialogue) between employers and workers representatives, should enable the contractor to compare the costs of ineffective health and safety management and the business benefits of good health and safety management. In pursuing this task the contractor may obviously draw on concrete examples of specific occupational diseases that may be typical either of a particular setting/working place type, or even be the focus of attention because of an acknowledged momentarily importance.

**3.3.5.** Tenderers must submit a methodology behind the critical review (literature, other) on possible different approaches (that may be dependent on e.g. tradition - some Member States may have tackled occupational diseases issues since a time before the Commission first started addressing them) and other aspects such as the role of employers and workers organisations/representatives, including international ones, to shaping the respective policies. Should specific enterprises be included in the sampling a range of different sizes including SMEs

should be covered. Data obtained from their legitimate representatives will be acceptable. Also and where relevant, other aspects such as risk exposures and socio-economic features: demographic characteristics of workers (e.g. age, sex, occupation) should be addressed too.

**3.3.6.** The contractor shall prepare detailed comparative tables highlighting, across EU Member States and, where available, from other stakeholders (e.g. employers' and workers' representatives, other) the aspects covered by Recommendation 670/2003/EC, namely those under its articles 1 and 2 and also comparability of any official lists of occupational diseases in force in EU Member States with the Annexes of the Recommendation. In respect of article 2 the contractor will ascertain to what extent any diagnostic criteria in force, as per the EU Member States' systems checked, will have been informed/influenced by the former version of the 'Information notices on diagnosis of occupational diseases' (it is assumed that it may be too soon for the new version, made available since June 2009, to have helped shape significantly, if at all, the mentioned systems but should such evidence/information be available it should be covered also).

In the absence of an evident link between the mentioned Information notices guidance (from either the former or the most recent version) and the current diagnostic criteria used by the Member States checked, the contractor will describe how do EU Member States' systems address this, *i.e.* how are the respective diagnostic criteria of occupational diseases validated nationally, set.

**3.3.7.** On the basis of a contract period of fifteen months, the contractor is asked to provide a detailed work plan for the distribution of tasks over time with reference to how the objectives of the analysis of data will be achieved and timetable of working meetings with the Commission's service in charge (see point 5.1 below). The bid shall include a description of the approach and methodology with regard both to data gathering and analysis.

Any drafts produced will be created in a standard electronic format enabling modifications for later publication on paper and on the websites of DG EMPL of the European Commission.

#### **3.4 REQUIREMENTS ON HOW THE TASKS SHALL BE CARRIED OUT**

The PROGRESS Programme aims to promote gender mainstreaming in all its five policy sections and commissioned activities. Consequently, the Contractor shall take the necessary steps to ensure that:

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

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

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

The Contractor will be required to detail in its final activity report the steps and achievements made towards meeting these contractual requirements.

#### 4. Expertise required <sup>8</sup>

See Annex IV.

##### ***Specific requirements other than those mentioned in Annex IV***

In order to carry out the required analyses and assessments properly in a way that lets the Commission feel confident that the tasks can be effectively carried out to its satisfaction; tenderers must have solid background knowledge and experience in the following areas:

- Socio-economic analysis in issues related to the protection of safety and health and the working environment;
- Evaluation of the technical merits of measures for the prevention of occupational risks and prevention of occupational diseases;
- Risk assessment methodologies aimed at addressing specific safety and health risks, preferably in workplace settings;
- Evaluation of approaches to managing occupational safety and health in general and specifically workplace related, including approaches to tackling occupational diseases;
- Drafting of reports, or at least of drafting guidance to tackle specific health risks, preferably in workplace settings;
- Use of statistical information and its analysis

Tenderers are required to provide evidence of their experience and competence in the aforementioned areas as well as evidence of experience communicating with:

- Member States responsible services/sectors, in particular health and safety at work ones, and/or safety and health at work professionals and agents.
- The risk assessment community,
- Undertakings and enterprises in different sectors of economic activity and of different size, in particular with SMEs, and
- Their employees in Member States concerned by this invitation to tender.

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

See Article I.4.

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

###### **5.1 Specific deadlines for the performance of tasks:**

The work must be carried out in not more than **fifteen (15)** months from the date on which the contract is signed. It will cover the following stages:

1. Not more than **thirty (30) days** after signature of the contract, the contractor will submit to the European Commission, Unit Health, Safety and Hygiene at Work (named Unit EMPL F/4 hereafter), and then present at a meeting with the unit EMPL F/4 in Luxembourg, a detailed account of the methodology, work plan and approach which the contractor intends to use, together with the work timetable. The methodologies, the approach adopted, the work plan and the work schedule will be submitted by the contractor in English.
2. Within **four (4) months** after the signature of the contract, the contractor will send to the European Commission (Unit EMPL F/4), and then present at a meeting with the unit EMPL F/4 in Luxembourg, a preliminary report describing progress in relation to the timetable laid down. This preliminary report will contain a summary of the results obtained that far and a first draft of the conclusions. The preliminary report should include sufficient information to permit reorientation, if appropriate and required and will contain the information:
  - a) On the remaining work to be carried out;

---

<sup>8</sup> See Article II.1 as regards the replacement of experts.

- b) Any particular problems encountered that would have a notable effect on the tasks to be carried out;
- c) Information and clear references on sources of information used and to be used

This preliminary report must be in English.

3. **Eight (8) months** after signature of the contract, the contractor will submit to the European Commission, (Unit EMPL F/4) in Luxembourg, an interim report in English. This interim report should also be presented and discussed at a meeting with unit EMPL F/4 in Luxembourg within four weeks after submission.
4. **Twelve (12) months** after signature of the contract, the contractor will submit a draft of the final report to the European Commission (Unit EMPL F/4). This final draft will comprise the work methodology used and all information and documents as set out in sections 3 and 5.2 of these specifications which were used to draw it up. It will also contain the preliminary electronic draft version of the publication as provided for in section 5.2 of these specifications. Both the draft of the final report and the preliminary draft publications will be provided in English. The draft final report will be discussed in a meeting in Luxembourg with Unit EMPL F4 within 4 weeks after submission.
5. **Fifteen (15) months** after signature of the contract, the contractor will submit the final report and the final publication in English.

The detailed methodologies and work plan, together with the various reports and publications referred to in this section, will be submitted to the European Commission (Unit EMPL F/4) both on paper (in triplicate) and in a standard electronic format suitable for further word processing. The graphs and other illustrations must also be presented in a standard electronic format compatible with the systems used at the Commission, and separately to facilitate publication either on paper or on the Commission's websites (DG EMPL). The contractor must also provide a copy of the information collected and used in preparing the final report. At the contractor's request, this information will be treated as confidential. The contractor will also authorise the publication of all illustrations and/or graphs contained in the publications free of copyright.

## 5.2. Publicity and information requirements

In accordance with the General conditions, all contractors are under the obligation to acknowledge that the present service has received funding from the Union in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars. In the context of the Community Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

*This (publication, conference, training session etc) is commissioned by the Community Programme for Employment and Social Solidarity - PROGRESS (2007-2013).*

*This programme is managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.*

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

*PROGRESS mission is to strengthen the EU contribution in support of Member States' commitment. PROGRESS will be instrumental in:*

- *providing analysis and policy advice on PROGRESS policy areas;*



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

For more information see: <http://ec.europa.eu/progress>

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

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

### **5.3 Reporting requirements**

PROGRESS is implemented through a results-based management - RBM. Managing for outcomes and results is about working to maximise results for European citizens. This includes:

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

The Strategic Framework, developed in collaboration with Member States and civil society organisations, sets out the intervention logic for Progress-related expenditure and defines PROGRESS' mandate and its long-term and immediate outcomes. It is supplemented by performance measures which serve to determine the extent to which PROGRESS has delivered the expected results. See in Annex the overview of PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website <http://ec.europa.eu/social/main.jsp?catId=659&langId=en> .

The Commission regularly monitors the effect of PROGRESS-supported or commissioned initiatives and considers how they contribute to PROGRESS outcomes as defined in the Strategic Framework. In this context, the Contractor will be asked to dedicatedly work in close cooperation with the Commission and/or persons authorised by it to define the expected contribution and the set of performance measures which this contribution will be assessed against. The Contractor will be asked to collect and report on its own performance to the Commission and/or persons authorised by it against a template which will be annexed to the contract. In addition, the Contractor will make available to the Commission and/or persons authorised by it all documents or information that will allow PROGRESS performance measurement to be successfully completed and to give them the necessary rights of access.

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

.....

---

## Contractor's Tender

ANNEX II

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

---

See attached document: ..... pages.

Draft  
Draft

## ANNEX III Breakdown of prices

### 1. Breakdown of prices

<i>Description</i>	<i>Unit price in €</i>	<i>Max. No of units</i>	<i>Unit type</i>	<i>Sub-total per item</i>	<i>Total amounts in €</i>
<b>FEES AND DIRECT COSTS</b> <i>(fixed prices)</i>					
<i>Experts' fees (to be specified for each expert)</i>					<i>0,00</i>
Details	0,00	0	w.d.	0,00	
<i>Other direct costs (to be specified)</i>					<i>0,00</i>
Details	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>
<b>REIMBURSABLE EXPENSES</b> <i>(max. prices)</i>					
<i>Travel expenses</i>					<i>0,00</i>
Journies for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journies effected upon request of the Commission					
Details	0,00	0	trip	0,00	
<i>Accommodation expense</i>					<i>0,00</i>
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	
<i>Subsistence expense</i>					<i>0,00</i>
Subsistence expenses for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
<i>Shipment and/or other reimbursements (to be specified)</i>					<i>0,00</i>
Details	0,00	0	unit	0,00	
<i>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)</i>					
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
<b>Sub-total "Reimbursable Expenses" (Art. I.3.3)</b>					<b>0,00</b>
<b>Overall Total</b>					<b>.....€</b>

w.d. = 1 working day for 1 expert

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

#### 2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of

copies of the required report(s)<sup>9</sup> in the required format(s), but does not include the reimbursable expenses defined below.

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

## **2.2. Reimbursements**

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

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

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

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

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

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

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

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

---

<sup>9</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		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
IE	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.

## ANNEX IV CVs and classification of experts

### 1. Classification of experts according to level of expertise

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

### 2. List of experts assigned

<i>Full names of experts assigned</i>	<i>Level of Qualification (I to iv, see above)</i>
M.....	
M.....	

### 3. CVs of experts assigned

See Annex II.

---

## Fiscal provisions regarding invoicing by the Contractor

---

Choose 1 out of 4 options:

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

### Local supplies and services

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

#### 1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, par. 3.3, VAT Code).  
The Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

#### 2. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified.

In view of VAT exemption, invoices addressed to the Commission should bear the mention:

“Exonération de la TVA, article 42, § 3.3, du code de la TVA” or

“Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

The above indication is given only as piece of information. The Contractor must refer to the Belgian national laws.

- **(option 2: the Contractor is subject to VAT and his place of fiscal imposition is a Member State other than Belgium)**

### Intra-community supplies and services

Supplier with fiscal imposition place in a Member State other than Belgium – delivery address in Belgium

#### 1. VAT exemption level

The Commission benefits of a direct exemption of VAT for all invoices of EUR 123.95 and more.

#### 2. Use of form 15.10

To allow the Contractor to justify to the fiscal authorities an invoicing to the Commission using a 0% VAT rate (direct exemption) or to enable the benefit of the exemption by reimbursement, it is necessary to use the form 15.10.

These forms have recently been up-dated, and the new versions are the only ones to remain in official use. They entered into force on 01.04.1997, with a new ref. XXI/03278 – 01.04.1997.

See attached document: 2 pages and 1 page of explanatory notes.

#### 3. Signature of the form 15.10 – Delegation of signature

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the Commission – ref. ET 76430 of

22.12.1992 (this ref. No. should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by Costas CONSTANTINOU, Head of Unit - EMPL/F/4 of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

#### **4. Invoicing the Commission**

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

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

Draft  
Draft



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

Not applicable to the present Contract.

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

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

Draft  
Draft

---

## ANNEX VI **Final technical report to be submitted**

---

See attached document(s): 10 pages.

Draft  
Draft