



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Employment, Lisbon Strategy, International Affairs
International Affairs, Enlargement

Study Service Contract

Contract title **Study on “The impact of the global economic crisis on decent work and decent work policies in key emerging economies, with a special emphasis on the situation of young people and women, and its repercussion on the EU labour markets”**

Contract ref. no. **VC/2010/0267**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/D/4**

Pre-information notice O.J. publication ref. no:
Call for tenders DG EMPL ref. no: VT/2009/020 of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Databases SMART ref. no:
Service category no: A11

Other accounting information

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

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

The European 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 Michael MORASS,
Acting Head of Unit - EMPL/D/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/2009/020 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: **Study on “The impact of the global economic crisis on decent work and decent work policies in key emerging economies, with a special emphasis on the situation of young people and women, and its repercussion on the EU labour markets”**.

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

Article I.2 **Duration**

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

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

I.2.3. The duration of the tasks shall not exceed 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

The maximum total amount to be paid by the Commission under the Contract shall be EUR 0.01 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 ¹, identified ² as follows:

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

Article I.6 General administrative provisions

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

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

² By a document issued or certified by the bank.

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/D/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,
Michael MORASS
Acting Head of Unit - EMPL/D/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/2009/020 of

1. Title of the contract

Study contract – "The impact of the global economic crisis on decent work and decent work policies in key emerging economies, with a special emphasis on the situation of young people and women"

2. PROGRESS Introduction

PROGRESS³ 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 Agenda⁴. 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>

3. Background

The study in object is embedded in long term policy priorities of the Commission, to improve decent work for all on a global scale and to achieve more and better jobs on the EU labour market.

Internationally, global interdependence has never been more visible than in the current period of economic downturn and the associated recovery efforts. It is likely to set to rise beyond the crisis, in the decade ahead. "Shaping globalization with our own values, respecting ethical principles and

3 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

4 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

promoting higher social [...] standards worldwide," is therefore one of the key ambitions highlighted in the "Political Guidelines"⁵ for the new Commission presented by President Barroso in September 2009. At the same time, the guidelines call for seeing external relations not as a "separate box", but "as part and parcel for the achievement of internal policy goals", among which the employment and social dimension has been attributed paramount importance.

Central to the implementation of this policy objective will be the forthcoming EU 2020 strategy⁶. This strategy will be the overarching agenda for enabling the EU to make a full recovery from the crisis, while speeding up the move towards a smart and green economy and creating more and better jobs for all. EU 2020 will build on the successes obtained by the Lisbon strategy, which focused on growth and jobs, but will also address some of the Lisbon strategy's shortcomings. Feeding into the preparatory work of the new strategy, President Barroso presented its contribution to the informal meeting of Heads of State and Government which was held on 11 February 2010⁷, as illustrated with some facts and figures on Europe's current stance. In particular, President Barroso stressed the global interdependence of economies and called the EU to remain actively engaged in shaping the international agenda, including the G 20 agenda, in line with its views and in continuing to compete and prosper in open global markets.

This approach build on recent developments on the international scene, and particularly in the response to the economic crisis, where a new global consensus is emerging that calls for economic and financial objectives going along with employment and social ones. The recent Leaders' Statement of the G20 Pittsburgh Summit⁸ and its Charter for Sustainable Economic Activity underline commitments on "putting quality jobs at the heart of recovery", with a focus on skills development, inclusive labour markets, decent work, and internationally recognised labour standards. This move builds on global efforts over the past months – such as the G8 Social Summit⁹, the ILO Global Jobs Pact¹⁰, and OECD declarations¹¹ – which highlighted the importance of the employment and social dimension of recovery measures – much in tune with the Commission's own policy objectives.

The concern with the social dimension of globalisation is not new. Over the last years, this debate, strongly supported by the Commission, has been driven notably at UN level by the ILO Decent Work Agenda¹², the Millennium Development Goals¹³ and the work of the World Commission for the Social Dimension of Globalization¹⁴.

What is new is that the focus on socially sustainable development is entering the core of global governance – as witnessed by the outcome of recent G8, G20 meetings, and action at UN and OECD level. The momentum for increased multilateralism, global governance and renewed efforts to ensure policy coherence has arisen from the crisis, but the shaping of this framework will reach beyond crisis and recovery.

In this context, the promotion of Decent Work around the globe is a central issue. The wide, holistic and internationally endorsed concept of Decent Work builds require an integrated approach of four pillars: 1) productive and freely chosen work, 2) rights at work including core labour standards; 3) social protection and 4) social dialogue. On top of this it also includes the horizontal objective of gender equality, which should feature in each of the four pillars. The Decent Work Agenda has been first developed by the ILO and which has been strongly promoted by the Commission, as it provides an appropriate framework for promoting the European social acquis at the international scene. The Decent Work Agenda thus serves as a sounding board for promoting elements of the European Social Model and the EU2020 Strategy in a universal context.

5 http://ec.europa.eu/commission_barroso/president/pdf/press_20090903_EN.pdf

6 <http://ec.europa.eu/eu2020/>

7 http://ec.europa.eu/commission_2010-2014/president/news/statements/pdf/20100210_en.pdf

8 http://www.g20.org/Documents/pittsburgh_summit_leaders_statement_250909.pdf

9 http://www.g8italia2009.it/G8/Home/IncontriMinisteriali/G8-G8_Layout_locale-1199882116809_MinisterialeLavoro.htm

10 http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_115076.pdf

11 <http://www.oecd.org/els/employment>

12 http://www.ilo.org/global/About_the_ILO/Mainpillars/WhatisDecentWork/lang--en/index.htm

13 <http://www.un.org/millenniumgoals/>

14 <http://www.ilo.org/public/english/wcsdg/>

Since 2004, the Commission has strongly developed its initiatives related to the promotion of the social dimension of globalisation and the decent work for all agenda. These contributed to the mobilisation of the international community on these issues. They concerned both internal and external policies of the EU. Most notably, the European Commission, in its communication of 24 May 2006¹⁵, developed an integrated strategy with a view to mobilising EU internal and external policies (such as development, external cooperation, trade, enlargement and bilateral and multilateral external relations) to promote decent work. As a follow-up of this communication, the Commission presented in 2008 a "Report on the EU contribution to the promotion of decent work in the world"¹⁶. As part of the "renewed Social Agenda "Opportunities, Access and Solidarity"¹⁷, the report put a strong emphasis on the EU's contribution to strengthening the social dimension of globalisation. It reaffirmed its commitment to promoting the internationally-agreed decent work agenda, including through cooperation with the International Labour Organisation (ILO) and other partners, and the mobilisation of all relevant policies. A further Decent Work Progress Report is expected to be presented in 2011, to which the study in object is expected to provide essential background information.

The EU Council of Ministers, the European Parliament and the European Economic and Social Committee strongly supported the orientations and strategy presented by the communication. The EU is cooperating with international organisations, in particular with the ILO and the UN, to ensure the effective uptake of decent work and related issues at all levels.

Internally, the European Commission has since the launch of the European Employment Strategy focused on more and better jobs encompassing the quality in work in the European Union's member states. In 2001, the Commission adopted a communication that provides a broad framework for promoting quality in work. The communication defines a concept of quality in work that includes 10 dimensions specifying related indicators. The decent work developed by ILO and UN is in basic the quality at work typology including labour rights and social protection aspects in addition to the definition of quality at work due to the fact that also emerging economies are included in the analysis. Given that the external dimension is one of the five key areas of the EES, this allows synergies between the EU and the ILO's job quality strategies¹⁸.

The quality in work was defined in the communication "Employment and social policies: a framework for investing in quality" in June 2001¹⁹ where it is defined that the concept of job quality includes 10 dimensions. The communication was followed up in 2003 by a communication reviewing the progress in improving the quality in work in EU²⁰. The communications on job quality stress the importance of synergies and the other main objectives of the EES. The concept of job quality has been further elaborated in the "Employment in Europe 2008" publication.

The outburst of the financial and economic crisis in 2008 was not without effect on working conditions of workers world-wide. The largest developed countries, notably those where the crisis originated, but also developing countries faced the effects of the crisis and saw important job losses and rising unemployment. This risks disrupting – and in some cases reversing – the achievement of Millennium Development Goals, including decent work for all. Decent living and working conditions still remain out of reach for large numbers of people. The ILO "World of Work Report 2009"²¹ underlined that "there is a significant risk that the jobs crisis will have long-lasting negative social and economic implications. The Report estimates that almost 43 million workers are at-risk of exclusion from the labour market – because, if the right programmes are not put in place or existing ones are phased out, individuals could shift to long-term joblessness or drop out of the labour market entirely".

In addition, Groups that were already in a vulnerable position before the crisis were disproportionately affected. The crisis had notably differentiated employment and social impacts from a gender perspective. Many of the job losses to date in advanced economies, especially the have been in male-

¹⁵ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2006:0249:FIN:EN:PDF>

¹⁶ <http://ec.europa.eu/social/BlobServlet?docId=507&langId=en>

¹⁷ <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2008:0412:FIN:EN:PDF>

¹⁸ <http://ec.europa.eu/social/main.jsp?langId=en&catId=113&newsId=415&furtherNews=yes>

¹⁹ http://eur-lex.europa.eu/smartapi/cgi/sga_doc?smartapi!celexplus!prod!DocNumber&lg=en&type_doc=COMfinal&an_doc=2001&nu_doc=313

²⁰ http://eur-lex.europa.eu/smartapi/cgi/sga_doc?smartapi!celexplus!prod!DocNumber&lg=en&type_doc=COMfinal&an_doc=2003&nu_doc=728

²¹ http://www.ilo.org/wcmsp5/groups/public/---dgreports/---dcomm/documents/publication/wcms_118384.pdf

dominated sectors such as finance and construction. However, in many developing countries, women are often in more precarious employment situations. In particular, the concentration of women in export-oriented enterprises in emerging and developing countries brings a number of acute labour market challenges. Furthermore, Youth are facing considerable difficulties entering the labour market. This comes on top of an already fragile situation for youth in both developed and developing countries. Even during the previous period of economic expansion, most economies fell short of creating enough decent and productive jobs for young people. Between 1997 and 2007, the number of unemployed youth rose by 8 million. Moreover, a lack of decent work opportunities at an early age may permanently compromise the future employment prospects of youth. The relative disadvantage of young workers is even more pronounced in developing countries.

In this context, the ILO has strived to keep the decent work agenda at the core of the recovery efforts, as notably evidenced in its discussion paper "The financial and economic crisis: A Decent Work response"²² presented in March 2009.

In its assessment "Protecting People, Promoting Jobs"²³ presented at the G20 Pittsburgh Summit, the ILO outlined the need to "address the socio-economic imbalances that existed already before the crisis and which contributed to it, expressed in rising income inequality, employment and social protection deficits and persisting poverty, and weakening labour institutions".

The emphasis that Leaders placed on the effects of the crisis on people and their resolve to restore growth and jobs, while building a more balanced, stable and prosperous future for the world, resonated strongly. They recognized the urgent need to focus on employment and social protection as a critical means of containing the negative impacts on the world's most vulnerable.

Similarly, the crisis and the development of decent work policies world-wide may have affected quality of work and economic restructuring in the EU.

Internally, the European Commission has since the launch of the European Employment Strategy focused on more and better jobs encompassing the quality in work in the European Union's member states. In 2001, the Commission adopted a communication that provides a broad framework for promoting quality in work. The communication defines a concept of quality in work that includes 10 dimensions specifying related indicators. The decent work developed by ILO and UN is in basic the quality at work typology including labour rights and social protection aspects in addition to the definition of quality at work due to the fact that also emerging economies are included in the analysis. Given that the external dimension is one of the five key areas of the EES, this allows synergies between the EU and the ILO's job quality strategies.

Given the context of the increased global interdependence, the crisis may also have had an impact on quality of work and economic restructuring in the EU itself

4. Subject of the contract

The study should inform the Commission on how far the economic downturn experienced worldwide since 2008, and in particular as regards its impact on the labour market, changed the promotion of decent work at the global level, and in particular in selected emerging economies (i.e. China, India and Brazil). In addition, the study should look at the consequences on these global developments on the EU economy, in particular as regards labour markets and sectoral employment structures. The study should enhance the Commission's knowledge base, feeding into the forthcoming Commission's Decent Work Progress Report. It should also inform with a view to advancing the Commission's position on Decent Work at international level (e.g. in ILO, G8/G20 context).

The core of the study should consist of two main parts:

4.1. In the first part, the focus will be on decent work developments and decent work policies at a global scale and notably in selected key emerging economies and how they were affected by the crisis. Based on an assessment of the state of decent work and decent work policies before the crisis, issues to be addressed should include changes as a reaction to the economic downturn, both in terms

²² http://www.ilo.org/wcmsp5/groups/public/---ed_norm/---relconf/documents/meetingdocument/wcms_103507.pdf

²³ http://www.ilo.org/public/libdoc/jobcrisis/download/protectiong_people_promoting_jobs_summary.pdf

of job losses, rising unemployment and the effective situation of decent work, and in terms of decent work policies. . How did decent work policies react to the new challenges brought by the crisis? To what extent are the longer term benefits of decent work taken into account in the recovery policies of these countries? Particular emphasis should be put on three major emerging economies: China, India and Brazil.

In this context, decent Work developments should be addressed in all its components as defined in Section 3 above. Decent work policies should be understood as all policies significantly impacting on decent work. In this respect, and in line with the holistic approach to Decent Work, the interlinkages between economic, fiscal, employment, social, education, and other relevant policies should be taken into account.

As a specific focus in this first part of the study, the analysis should additionally concentrate on young people and on women, who are two specific at-risk groups on the labour market, which tend to be overrepresented in segments of the labour market that benefit less from decent work opportunities and who are likely to be affected in a distinct way in the downturn of labour markets due to the economic crisis. The study should therefore include a specific focus on the impact of the crisis on the participation of young people and women in the labour markets and their decent work opportunities in emerging economies (China, India, Brazil), and the policies in place for enhancing their employment prospects.

4.2. The second part of the study should aim at evidencing the repercussion of global developments in employment and decent work policies, in particular in the time of crisis, on employment in the EU. To this end, the study should elaborate a comparative assessment of job quality and sectoral employment structures in the EU, with a view to derive relevant conclusions on the impacts of globalisation on labour markets in times of crisis and recovery.

In conclusion, based on the work carried out under point 4.1 and 4.2, the study should provide an assessment on how the EU/the Commission could further develop strategies and instruments geared at advancing the decent work agenda at international level and quality of work within the EU.

5. Tasks to be carried out by the contractor

The overall objective of the assignment is to produce a study.

Description of the tasks

Task 1: Review of available information, literature research

The contractor will be required to provide a literature review of existing studies and reports on the situation and recent development of decent work in emerging economies, taking particular focus on the work carried out by international and multilateral organisations (in particular ILO and OECD). In addition, the key policy documents and orientations, both at international and national level (i.e. in key emerging economies), will need to be identified, analysed and presented in this synthesis. The contractor will also need to define the methodology to be used in the study, and in particular the definition of indicators to be analysed, covering all aspects of decent work and of quality of work. In this context, it will seek to identify the relevant data sources to be used, from trusted internationally comparable sources.

Task 2: Analyse the impact of the crisis on decent work policies in selected emerging economies, notably China, Brazil and India.

The contractor will be required to carry out a comprehensive analysis of the state of play and developments of decent work and policies addressing decent work in selected emerging economies, with a particular focus on the impact of the financial and economic crisis. To this end, the following tasks could be carried out:

- Review of the situation and recent developments of decent work in selected emerging economies, notably China, Brazil and India
- Review of recent policy developments concerning decent work in the above-mentioned countries, in particular in response to the financial and economic crisis.

- Review of the ongoing international dialogue and co-operation of the EU on employment and social policy, in particular on aspects relating to decent work, both with the EU, with Member States, with international organisations and with these emerging countries.
- Review the activities of the main partner countries on the international scene concerning decent work, taking into account also initiatives where the EU is not involved

The analysis of the situation of decent work should additionally be broken down for women and youth, and the review should assess to what extent policies have been mainstreamed to include the gender and youth dimension.

Task 3: Analyse possible impact of the new global economic context following the global crisis on labour markets in the EU

The contractor should provide a qualitative analysis of possible repercussions on EU labour markets of global economic developments, in particular in the time of crisis, as evidenced in task 2. To this end, the analysis should elaborate a comparative assessment of employment and sectoral employment structures in the EU, with a view to derive relevant conclusions on the impacts of globalisation on labour markets in times of crisis and recovery. Apart from an analysis of the overall EU situation and developments, the contractor should carry out analysis on the basis of case studies that are representative for the socio-economic models in the EU, with a view to derive relevant conclusions on the impacts of globalisation on labour markets in times of crisis and recovery

Task 4: Prepare a final report work carried out in the above tasks

Based on the work carried out under the tasks 1-3, the contractor should prepare a final report comprising a summary of the tasks and the results of the reviewing and analytical work. In the conclusions, the contractor should include recommendations on the strategies and instruments the Commission should set up in order to advance its positions regarding its decent work agenda at international level and quality of work within the EU.

The report should be provided in a format ready for publication and English proof-read.

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

a) How the activities shall be carried out

1. The Contractor shall work in close contact with the Commission, which will guide and monitor the quality of work and compliance with deadlines.
2. The Contractor shall appoint one contract coordinator who acts as a single contact point for the Commission on all tasks, unless agreed otherwise for specific purposes.
3. The Contractor shall ensure that any subcontractor it engages performs the work to a satisfactory standard. The contractor will remain responsible for any work performed by subcontractors and for their compliance with the deadline agreed by the Commission. Subcontracting must be authorised by the Commission in accordance with Art. II 13. of the Standard Contract. Sub-contractors included in the tender are deemed to be authorised by the Commission if the contract is awarded.
4. 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.

6. Time schedule and reporting

See Article I.2. of the draft contract.

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

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

The specific deadlines for the completion of each of the tasks set out at point 5 will be agreed and approved between the Commission and the Contractor, on the tender of the Contractor to the Commission.

Reporting

1. **An inception note** in English shall be sent to the Commission for approval within 4 weeks from the signature of the contract, providing a detailed timetable and full description of the methodology to be followed in implementing the above-mentioned Tasks.

2. Interim report

The contractor will deliver an interim report in English within 6 months from the signature of the contract on the work carried out and results according with Tasks I-III as well as preliminary results of Task IV.

3. Draft Final report

The Contractor will deliver a draft final report in English after 9 months from the date of signature.

4. Final Report

The Contractor will deliver a final report in English within 12 months from the signature of the contract. It shall consist of the final text of the study and a final activity report containing a description of the work undertaken in the framework of the contract.

The final report should be accompanied by an executive summary of maximum 10 pages in English, French and German, which should state the key facts, the key results of the study, and explain its added value compared to already existing research in this area. The final report shall also be provided on electronic supports such as CDs – tables and graphs in Excel format and the report in Word format. It shall be submitted in an electronic version that allows the publication on the Internet.

The Contractor should anticipate at least three working meetings with the Commission services, including for discussion of the inception note and draft report. These meetings will take place in Brussels. The contractor should also provide advice to the Commission on the latter's request in the context of the Commission's preparation for policy development in the subject area.

General reporting and information requirements:

A. - 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 European Union's Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

This (publication, conference, training session etc) is commissioned by the European Union's 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 is 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.

B. - 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.

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

Not applicable.

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>
FEES AND DIRECT COSTS <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	
Sub-total "Fees and Direct Costs" (Art. I.3.1)					0,00
REIMBURSABLE EXPENSES <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	
Sub-total "Reimbursable Expenses" (Art. I.3.3)					0,00
Overall Total					0,00

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)²⁴ 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:

²⁴ 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>
-	

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 Michael MORASS, Acting Head of Unit - EMPL/D/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.

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

Not applicable to the present Contract.

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

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

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

See attached document(s): 10 pages.

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