



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Equality between Men/Women, Action against Discrimination, Civil Society  
**Integration of People with Disabilities**

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## Service Contract

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*Contract title* **Training of legal and policy practitioners on the UN Convention on the Rights of Persons with Disabilities**

*Contract ref. no.* **VC/2010/0866**  
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

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

### Other administrative information

*Department* **DG EMPL/G/3**

*Pre-information notice* O.J. publication ref. no: —  
*Call for tenders* DG EMPL ref. no: VT/2010/079 of .....  
*Contract notice* O.J. publication ref. no: .....  
*EPIC (CIAME)* ref. no: ...../.....  
*Service category* no: A24

### Other accounting information

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

*Type of Contract* V/SE/SEC02

The European 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 Johan TEN  
GEUZENDAM, Head of Unit - EMPL/G/3, Employment, Social Affairs and Equal  
Opportunities DG,

on the one part,

AND

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

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender no. VT/2010/079 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 the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

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## I. **Special conditions**

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

**I.1.1.** The subject of the Contract is: **Training of legal and policy practitioners on the UN Convention on the Rights of Persons with Disabilities.**

**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 18 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

**I.2.4.** The Contract may be renewed up to 1 time(s), each time for a period of execution of the tasks of 18 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

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

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

The maximum total amount to be paid by the Commission under the Contract shall be EUR 500 000.00 covering all tasks executed.

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

Not applicable.

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

Not applicable.

### 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**

Not applicable.

#### **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,

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 50% 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,

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:

#### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/G/3  
B-1049 Brussels (Belgium)

<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.

**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.

**Article I.10 Other special conditions**

By derogation to Art. I.4.2, two interim payments will be done as follows:

1) first interim payment:

Request for the first interim payment by the Contractor shall be admissible if accompanied by those of the following documents which are provided for in the Special Conditions:

- The inception report in accordance with the instructions laid down in Annex I,
- The relevant invoices

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 20% of the total amount referred to in Article I.3.1, shall be made.

2) Second interim payment:

Request for the second interim payment by the Contractor shall be admissible if accompanied by those of the following documents which are provided for in the Special Conditions:

- The first interim report in accordance with the instructions laid down in Annex I,
- The relevant invoices

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 30% of the total amount referred to in Article I.3.1, shall be made.

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## **II. General conditions**

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### **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,  
Johan TEN GEUZENDAM  
Head of Unit - EMPL/G/3  
Employment, Social Affairs and Equal  
Opportunities DG

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

In duplicate in English.



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# Tender Specifications and Monitoring

ANNEX I Tender No. VT/2010/079 of .....

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Specifications - Invitation to tender No VT/2010/079

## TRAINING OF LEGAL AND POLICY PRACTITIONERS ON THE UN CONVENTION ON THE RIGHTS OF PERSONS WITH DISABILITIES

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### 1. TITLE OF THE CONTRACT

**Training of legal and policy practitioners on the UN Convention on the Rights of Persons with  
Disabilities**

### 2. 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 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.

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);

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<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.



- 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**

#### Situation of persons with disabilities

Based on data provided by Eurostat, the Commission estimates that there are approximately 50 million EU citizens with disabilities. They constitute one of the largest categories of vulnerable citizens in the EU.

The proportion of persons with disabilities is in the order of 10%<sup>5</sup> of the working age population across the Member States, with current demographic trends likely to lead to a further increase.

Available evidence suggests that persons with disabilities suffer explicit or concealed discrimination or are at risk of discrimination.

- They are socially and economically disadvantaged (low employment rates and high poverty rates)<sup>6</sup>;
- the limitations to the ability of persons with disabilities to work carry a significant risk of isolation and exclusion (e.g. the 'benefit trap');
- the limitations of opportunities of persons with disabilities to participate fully in education carry a significant disadvantage for personal development;
- The accession of twelve Member States in 2004 and 2007 increased the number of persons with disabilities in the order of an extra 9 million persons. Because the standards of living in most of the new Member States are substantially below the EU average, this also implies that now considerably more EU citizens with disabilities live in precarious situations.
- As the likelihood of having impairment or a long-standing health problem increases with age, the current demographic trend is likely to lead to a further increase of the prevalence of disability. In this context, sustainability of pensions and benefits is an issue.

#### **a) The UN Convention on the Rights of Persons with Disabilities**

##### Objective of the UN Convention

The purpose of the UN Convention on the Rights of Persons with Disabilities (UNCRPD) is to promote, protect and ensure the full and equal enjoyment of all human rights and fundamental freedoms by all persons with disabilities. The Convention on the Rights of Persons with Disabilities and its Optional Protocol were adopted on 13 December 2006 at the United Nations.

##### State of play

The UNCRPD was signed on behalf of the European Union on 30 March 2007. On 26 November 2009 the Council adopted the Decision concerning the conclusion, by the European Union, of the UN Convention on the Rights of Persons with Disabilities (UNCRPD)<sup>7</sup>. The Convention entered into force on 3 May 2008.

<sup>5</sup> According to the 2002 Labour Force Survey special module, Europe-wide average share of persons who see themselves as restricted in their functioning is 10.4% of the labour force. Further 5.2% have a long-standing health problem but do not see themselves as restricted. As incidence of disability increases with age, these proportions are higher among elderly persons.

<sup>6</sup> Employment rates for persons with very severe and severe degrees of disability are respectively 19.5% and 44.1%. Incidence of poverty for persons with disabilities is 70% higher than average.

<sup>7</sup> Decision 2010/48/EC; <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2010:023:0035:0061:EN:PDF>

Both the EU and its Member States have competence in the fields covered by the UN Convention. The Union and the Member States should therefore cooperate in order to implement legislation stemming from the Convention in a coherent manner. This cooperation is essential in situations of mixed competence<sup>8</sup>.

When depositing the instrument of formal confirmation, the EU will also specify which matters fall under Union, Member State or shared competence.

The above mentioned Council Decision contains in its annex a list of legal acts which refer to matters governed by the Convention and that illustrate the extent of competence of the Union, in particular in the following areas:

- Accessibility
- Independent living and social exclusion, work and employment
- Personal mobility
- Access to information
- Statistics and data collection
- International cooperation

The Decision also specifies issues such as international cooperation, national implementation and monitoring and State Parties' reporting obligations.

The instrument of formal confirmation by the EU is foreseen to be deposited after a Code of Conduct has been adopted.

As of 1 June 2010, for the individual EU Member States the state of play with regard to the UNCRPD is as follows.

20 Member States have signed the Optional Protocol (Austria, Belgium, Czech Republic, Cyprus, Germany, Spain, Finland, France, Hungary, Italy, Lithuania, Luxembourg, Latvia, Malta, Portugal, Sweden, Slovenia, Slovakia and the United Kingdom). Of these, 12 Member States have ratified it (Austria, Belgium, Germany, Spain, France, Hungary, Italy, Portugal, Sweden, Slovenia, Slovakia and the United Kingdom).

15 Member States have ratified the UNCRPD and the EU has finalised its internal procedures; however the instrument of formal confirmation has not yet been deposited (Austria, Belgium, Czech Republic, Germany, Denmark, Spain, France, Hungary, Italy, Latvia, Portugal, Sweden, Slovenia, Slovakia, United Kingdom).

## **b) Disability Action Plan and the UN Convention on the Rights of Persons with Disabilities**

At the end of the **European Year of People with Disabilities** in 2003 the Commission launched a Communication entitled "Establishing Equal opportunities for people with disabilities: A European Action plan" 2003-2010 (COM/2003/650) that provided the framework for the European Disability policy.

This framework Communication identified three pillars for the European disability Action Plan as well as one key strategic objective with a time horizon of 2010:

- Legislation
- Mainstreaming disability issues in relevant EU policies and processes
- Improving Accessibility for All
- Involving and supporting stakeholders

## **c) The New Disability Strategy and its contribution to the implementation of the UNCRPD in the EU.**

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<sup>8</sup> Decision 2010/48/EC, recital, point 7.

The Commission is currently working on the preparation of a new European Disability Strategy which will set out the work plan and priorities for the period 2010-20.

### Objectives of the New European Disability strategy

The overarching goal of the EU policy should be continuous and sustainable improvement in the situation of persons with disabilities in economic, social and participatory terms.

The general objective has two aspects:

- *Policy aspect:* Elimination of discrimination on the grounds of disability and securing full enjoyment of all human rights and fundamental freedoms for persons with disabilities, as well as their active inclusion.
- *Formal aspect:* Complying with the international commitments taken by the EU and the Member States when concluding or ratifying the UNCRPD.
- 

There are three specific objectives which are key for achieving the general objective:

- *Governance segment:*
  - setting up a proper follow-up framework for compliance by Member States and EU institutions with procedural obligations of the UN Convention
  - improving monitoring, evaluating and addressing disability issues in European policymaking and implementation
- *Thematic measures segment:*
  - Identifying concrete and appropriate actions (e.g. legislation, policy, awareness raising, research etc.) at all levels from EU to local government that would enable Member States and EU institutions to comply with all substantive obligations of the UN Convention in various areas.
- *Support Activities segment:*
  - Identifying cross-cutting support activities, such as expert dialogue, research, training and funding.

### **d) Judgments of the European Court of Justice in the area of non discrimination:**

#### Council Directive 2000/78/EC

While EU actions in the field of non-discrimination before 2000 focused on nationality and gender, the Treaty of Amsterdam of 1999 allowed for EC Laws and Directives to combat discrimination on the grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation. *Council Directive 2000/78/EC* establishes a general framework for equal treatment in employment and occupation, obliging, inter alia:

- Equal treatment in employment and training
- Employers to enable a person with a disability who is qualified to do the job in question to participate in training or paid labour.

The European Court of Justice based two main cases on the latter Directive:

- **Case C-13/05 Chacón Navas v Eurest Colectividades SA, of 11 July 2006 9**

This Case is based on anti-discrimination provisions on grounds of disability of Council Directive 2000/78/EC, in particular with regards to dismissal of a person with a disability. The case concludes that sickness cannot as such be regarded as a ground in addition to those in relation to which Directive 2000/78 prohibits discrimination.

- **Case C-303/06 S. Coleman v Attridge Law, Steve Law, of 17 July 2008 10**

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<sup>9</sup>Further information about this case law can be found at: <http://curia.europa.eu/juris/cgi-bin/form.pl?lang=en&newform=newform&Submit=Submit&alljur=alljur&jurcdj=jurcdj&jurtpi=jurtpi&jurftp=jurftp&alldocrec=alldocrec&docj=docj&docor=docor&docop=docop&docav=docav&docsom=docsom&docinf=docinf&alldocnorec=alldocnorec&docnoj=docnoj&docnoor=docnoor&typeord=ALL&docnodecision=docnodecision&allcommjo=allcommjo&affint=affint&affclose=affclose&numaff=13%2F05&ddatefs=&mdatefs=&ydatefs=&ddatefe=&mdatefe=&ydatefe=&nomusuel=&domaine=&mots=&resmax=100>

<sup>10</sup> Further information about this case law can be found at: <http://curia.europa.eu/juris/cgi-bin/form.pl?lang=en&newform=newform&Submit=Submit&alljur=alljur&jurcdj=jurcdj&jurtpi=jurtpi&jurftp=jurftp&alldocrec=alldocrec&docj=do>

This Case focuses on extending the protection against discrimination on the grounds of 'disability' to a person who is closely associated with a disabled person and who has been discriminated against by reason of that association. It concludes that Articles 1 and 2(1) and (2)(a) of Directive 2000/78/EC must be interpreted as meaning that the prohibition of direct discrimination laid down by those provisions is not limited only to people who are themselves disabled. Where it is established that the unwanted conduct amounting to harassment which is suffered by an employee who is not himself disabled is related to the disability of his child, whose care is provided primarily by that employee, such conduct is deemed contrary to the prohibition of harassment laid down by Article 2(3).

**It should be assessed whether further cases have been based on the EU acts which refer to matters governed by the Convention**, as listed in the Appendix to the Declaration of Competences of the European Community or European Union with regards to the UNCRPD. If that is the case they should be considered for the training.

### **3. PURPOSE OF THE CONTRACT**

The aim is to facilitate, among legal and policy practitioners, greater knowledge and a better understanding of the UNCRPD and related European legislation as indicated in the EU declaration of competences. The overarching idea is to foster information sharing and learning among Member States, academics, legal practitioners, Social partners and civil society.

Training courses will be developed and provided for the benefit of legal and policy practitioners at EU and national levels.

The project shall consist of 6 training seminars (3 for judges, 2 for legal and policy practitioners and 1 for law professors and lecturers) and shall be run in 2011 and 2012.

### **4. TASKS TO BE CARRIED OUT BY THE CONTRACTOR**

The Contractor will prepare, run and evaluate:

- (i) three seminars to train judges, prosecutors and other members of the judiciary with the aim of creating a corps of legal practitioners who are familiar with the UNCRPD and related European legislation as indicated in the EU declaration of competences annexed to the Council Decision for conclusion, and who will in turn be able to disseminate the knowledge gained within their professional sectors (one and a half to two days for 40 to 50 participants);
- (ii) two seminars aimed at disseminating information and raising awareness of other interested legal practitioners, for example, from trade unions or employers' associations, NGOs, labour inspectorates and Equality Bodies, and who will in turn be able to disseminate the knowledge gained within their professional sectors (1 and a half or two days for 40-50 participants);
- (iii) one seminar for university professors and law lecturers on EC Equal Treatment Legislation, and areas covered by legal acts identified in the declaration of competences annexed to the Council Decision for conclusion. The participants should be high level and from relevant fields, such as labour law, human rights law, European law, social law, constitutional law, transport, information society, public procurement, statistics, development cooperation...and who will in turn be able to disseminate the knowledge gained within their professional sectors (1 and a half days, 40-50 participants).

The programme of each seminar should cover the main areas of the EC Equal Treatment Legislation and the UNCRPD and the European legislation referred to in the declaration of competences annexed to the Council Decision for conclusion, but be targeted to the specific audience (judges, lawyers or teachers). Each seminar shall include at least one practical case study for the participants. The contractor shall decide the linguistic regime for each seminar, with at least English, French and German covered during the year. Once the detailed programme for each seminar has been drawn up

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(exact topics to be covered, speakers to be invited, linguistic regime) it must be agreed with the Commission.

The contractor will select participants for the seminars based on the relevance of the seminars to their professional life, and their ability to disseminate what they have learnt ("multiplier" effect). In addition, the contractor will try to achieve geographical balance among the participants in the seminars.

The speakers' interventions must be suitable for electronic publication, and in agreement with the Commission, up to 10 interventions per year will be translated and made available in, at least, English, French, German.

The overall aim of the seminars is to raise awareness and aid the dissemination of information on the EC Equal Treatment Legislation and the UNCRPD and the European legislation referred to in the declaration of competences annexed to the Council Decision for conclusion amongst judges, other members of the judiciary, and interested legal practitioners in the EU, EEA/EFTA countries as well as in the candidate and potential candidate countries which have signed the [Memoranda of Understanding](#) on the participation in the PROGRESS programme.

In the case of the participation of the candidate and potential candidate countries which have signed the Memoranda of Understanding on the Progress Programme, a negotiated procedure (Art. 126 1. (f) ME) will eventually take place in order to finance these new participating countries.

The immediate objectives of the seminars are as follows:

- to raise awareness of the participants of the key principles of EC Equal Treatment Legislation and the UNCRPD and the European legislation referred to in the declaration of competences annexed to the Council Decision for conclusion;
- to enable participants to understand the concepts;
- to discuss with participants the problems that may arise in the interpretation of specific provisions in the light of hypothetical and actual cases.

#### **How the tasks are to 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 coordinator who will act 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 performs the work to a satisfactory standard. The contractor will remain responsible for any work performed by subcontractors and for their compliance with the deadlines 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 contractor will be responsible for all practical aspects of organising the seminars:
  - fixing the dates and location (in agreement with the Commission);
  - sending out the invitations together with the schedule at least six weeks before the seminar and also the other appropriate documents (possibly subsequently);
  - practical arrangements (seminar rooms, interpretation, hotel and restaurant reservations);
  - registration of participants and administration of their travel and subsistence expenses.
- (5) The contractor will prepare an evaluation of each seminar, to be sent to the Commission within 2 months of the seminar.
- (6) The PROGRESS Programme aims at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that:

- Disability issues are taken into account when relevant for the drafting of the technical offer by paying attention to their situation and their needs including those related to gender matters.
  - Implementation of the requested tasks respects the rights of persons with disabilities;
  - Performance monitoring includes the collection and gathering of data on the situation of persons with disabilities.
  - Its proposed team and/or staff respects the rights of persons with disabilities at all levels.
- (7) Equally, gender equality shall be duly acknowledged and met while executing the requested service. 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. The implementation of the requested tasks includes a gender perspective by considering systematically the gender dimension. Performance monitoring includes the collection and gathering of data disaggregated by sex when needed. Its proposed team and/or staff respect the gender balance at all levels.
- (8) Trainings have to be accessible for persons with disabilities at any time. In particular, access to information (with particular focus on e-accessibility) must be assured. All published material must equally be made accessible for persons with disabilities.
- (8) 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 gender, ethnic origin, religion, age, or ability.
- (9) The Contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions.

The Commission has the right to require the replacement of any contractor's staff or consultant who does not satisfy the requirements.

In particular, as mentioned in this section on "how the tasks are to be carried out", the Contractor is required to explain in its final activity report its achievements in meeting the described equal opportunities provisions.

## **5. PROFESSIONAL QUALIFICATIONS REQUIRED**

For details see Annex IV of the draft contract, CVs and classification of experts.

The successful organisation will be selected on the basis of its financial and economic standing and its technical resources which will be assessed on the basis of the documents requested under point 13 of the Specifications.

The tenderer's technical resources will be assessed on the basis of the proven ability to carry out all the content related and administrative tasks necessary for the organisation and management of these European seminars.

## **6. TIME SCHEDULE AND REPORTING**

### TIME SCHEDULE

Cfr. Article I.2 of the contract.

The duration of the contract will be **18 months** from the entry into force of the contract. The contract can eventually be renewed once for an other 18 months leading to a total duration of 36 months.



The specific deadlines for the completion of each of the Tasks set out at point 4 will be agreed between the Commission and the Contractor, on the proposal of the Contractor to the Commission.

## DELIVERABLES

The following deliverables will be required, covering all Tasks as outlined at point 4:

**Inception report:** 6 weeks after the contract takes effect, an inception report detailing the methodology the Contractor intends to follow for each the tasks, including a timetable, shall be submitted to the Commission for approval. This report should not be longer than 20 pages.

**1st interim report:** 6 months after the signing of the contract, the 1st interim report, presenting the final version of the information material to be used as reference at the awareness raising national seminars, and the progress achieved in preparing the first round of seminars, including the list of countries. Where respectively one or two seminars will take place has to be submitted to the European Commission for approval. This report should not be longer than 20 pages (with the exclusion of the Awareness raising Material).

**2nd interim report:** 12 months after the signing of the contract, the 2nd interim report illustrating the main results of the first round of the awareness raising seminars and the preparation of the second round of awareness raising seminars shall be submitted by the Contractor to the European Commission for approval. Attached to the 2nd interim report should also be the **evaluation methods** to be used under point 4. This report should not be longer than 20 pages.

**3rd interim report:** 15 months after the signing of the contract, the 3rd interim report including the main results of the second round of seminars shall be submitted by the Contractor to the European Commission for approval. This report should not be longer than 20 pages. A **detailed lay-out of the final activity report** shall also be submitted by the Contractor to the European Commission.

**Final Activity Report:** 18 months after the signing of the contract, the Contractor will present the **Final Activity Report** to the Commission for approval. This report should summarise the main findings of the study and illustrate them with good practices, and will be published. The maximum length of the final text should be not more than 50 pages. The Contractor should submit the text in English, French and German. The texts should be provided to the European Commission in Word and charts in Excel. The Contractor should secure the rights to and provide the Commission with photos of the seminars for each publication to illustrate the text.

## 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 the PROGRESS performance measurement framework.

For more information on the strategic framework, please visit the 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 order. 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.

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

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

*PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, PROGRESS 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/employment\\_social/progress/index\\_en.html](http://ec.europa.eu/employment_social/progress/index_en.html)*

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

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



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## Contractor's Tender

ANNEX II

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

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See attached document: ..... pages.

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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> <span style="float: right;"><i>(fixed prices)</i></span>					
<i>Experts' fees (to be specified for each specific task)</i>					<i>0,00</i>
<i>Details</i>	0,00	0	w.d.	0,00	<i>0,00</i>
<i>Other direct costs (to be specified)</i>					<i>0,00</i>
<i>Details</i>	0,00	0	unit	0,00	<i>0,00</i>
<b><i>Sub-total "Fees and Direct Costs" (Art. I.3.1)</i></b>					<b><i>0,00</i></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>11</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.

<sup>11</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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:

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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.

Choose 1 out of 4 options:

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

**Local supplies and services**

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

**1. VAT exemption – Exemption level**

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).  
The 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 Johan TEN GEUZENDAM, Head of Unit - EMPL/G/3 of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

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

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

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

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

Not applicable to the present Contract.

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

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

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

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See attached document(s): 10 pages.

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