



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

Europe 2020: Social Policies
Active Ageing, Pensions, Healthcare, Social Services

Service Contract

Contract title **Secretariat function for the Mutual Information System on Social Protection – MISSOC**

Contract ref. no. **VC/2011/0528**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL.D.3**

Pre-information notice O.J. publication ref. no: —
Call for tenders DG EMPL ref. no: VT/2011/020 of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Service category no: A11

Other accounting information

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

Type of Contract V/SE/SEC02

The European 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 Ralf JACOB, Head of
Unit - EMPL.D.3, DG Employment, Social Affairs and Inclusion,

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/2011/020 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

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.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is: **Secretariat function for the Mutual Information System on Social Protection – MISSOC.**

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 DG Employment, Social Affairs and Inclusion on the title page of the present Contract after it has been signed by both parties.

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

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

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

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

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

The maximum total amount to be paid by the Commission under the Contract shall be EUR (*amount in figures*) covering all tasks executed.

I.3.2. *Price revisions*

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

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 20% 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,

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 60% 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 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 Inclusion
EMPL.D.3
B-1049 Brussels (Belgium)

Contractor

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

Article I.7 Applicable law and settlement of disputes

I.7.1. The Contract shall be governed by 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. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by DG Employment, Social Affairs and Inclusion acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

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.

ARTICLE II.20 – DATA PROTECTION

II.20.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her

personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.20.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.20.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.20.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.20.5 The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised using of data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

Signatures

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

2. For the Commission,
Ralf JACOB
Head of Unit - EMPL.D.3
DG Employment, Social Affairs and Inclusion

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2011/020 of

1. TITLE OF THE CONTRACT

Secretariat for the Mutual Information System on Social Protection - MISSOC

2. BACKGROUND

2.1. PROGRESS Introduction

PROGRESS3 is the EU 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, as well as to the objectives of the Europe 2020 Strategy. This new strategy, which has a strong social dimension, aims at turning the EU into a smart, sustainable and inclusive economy delivering high levels of employment, productivity and social cohesion. The European Union needs coherent and complementary contributions from different policy strands, methods and instruments, including the PROGRESS programme, to support the Member States in delivering on the Europe 2020's goals.

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);

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.

- 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 2011 annual work plan which can be consulted at <http://ec.europa.eu/social/main.jsp?catId=658&langId=fr>

2.2.MISSOC introduction

MISSOC is a central source for up-to-date information on social protection legislation, benefits and conditions whose purpose is to offer harmonised and easily-comparable information. The regularly updated information can be found in comparative tables⁵ covering all Member States of the EU, the countries of the European Economic Area (EEA) and Switzerland. To the existing network of 31 participating countries will be added the candidate countries: Croatia, Turkey and FYROM, bringing the MISSOC network to 34 participating countries in 2011. Each of the countries is represented by one or two Correspondents from national ministries or social protection institutions. The Mutual Information System on Social Protection (MISSOC) was established in 1990 to promote continuous exchange of comprehensive information on social protection among European Union (EU) Member States (MS), professional users and citizens. MISSOC also supports the commonly agreed objectives on Social Protection and Social Inclusion (SPSI) within the context of the Europe 2020 Strategy.

MISSOC is commissioned by the European Commission (EC), Directorate-General for Employment, Social Affairs and Inclusion (DG EMPL) and financed through PROGRESS (2007-2013), the Community Programme for Employment and Social Solidarity⁶.

MISSOC is based on close co-operation between DG EMPL, a network of Correspondents, and a MISSOC Secretariat appointed by DG EMPL. The Correspondents are officials and employees working within national ministries or institutions responsible for social security and are designated by their respective organisations.

The MISSOC secretariat is responsible for organising the cooperation of the network, including the management of the continuous work processes and the preparation of the two annual meetings; for the collection of information from the national MISSOC Correspondents, the management, preparation and translation of the different MISSOC publications and their dissemination through a website and electronic publishing.

The Network meets twice a year (usually in May and October) to maintain and further develop the MISSOC information database and products. The meetings usually take place in the Member State holding the Presidency of the EU and are organised by that country with financial support from the Commission. The MISSOC Network currently includes 31 countries and will increase to 34 countries in 2011. New Member States joining the EU will also join the MISSOC Network⁷.

MISSOC publications are available online only and may be downloaded from either of two sources:

EUROPA website: <http://ec.europa.eu/missoc>

⁵ See http://ec.europa.eu/employment_social/missoc/db/public/compareTables.do?lang=en.

⁶ PROGRESS provides a legal framework for the exchange of best practice and mutual learning within the European Social Protection Social Inclusion Process and aims to support the Open Method of Coordination (OMC) which is the political process through which MS coordinate their policies.

⁷ New participating countries can build on the experience with the MISSCEO, a complementary information system run by the Council of Europe for countries which do not take part in MISSOC.

<http://ec.europa.eu/social/main.jsp?langId=en&catId=8588>

External MISSOC website: <http://www.missoc.org>

The working languages of MISSOC are English, French and German, although some deliverables are produced in all official languages of participating countries.

The information produced by MISSOC should also serve the e-communication strategy of the modernised EU Social Security Coordination

(<http://ec.europa.eu/social/main.jsp?langId=en&catId=8588>), and EURES

(<http://ec.europa.eu/eures>).

EURES provides information, advice, recruitment and placement services for the benefit of workers and employers, and EU citizens moving within Europe. Under the section "Living and Working" of the EURES website, visitors will obtain from 2012 onwards information on social protection which is interlinked with some of the contents of the new MISSOC output, a citizen-friendly guide on social security rights in different countries and structured around the 12 topics covered by the MISSOC comparative tables.

3. SUBJECT OF THE CONTRACT

The subject of the contract is the provision of the MISSOC secretariat function, with the aim of ensuring the continuity of MISSOC activities.

3.1. Contract duration

The contract will have duration of 12 months with three possible renewals.

4. N.A.

5. TASKS TO BE CARRIED OUT BY THE CONTRACTOR

5.1. Organise the work process and the tools for the national correspondents to do the regular updating of MISSOC

5.1.1. Maintain continuous contacts with all the national correspondents and keep a record of these contacts.

5.1.2. Organise the electronic workflow and storage of the relevant documents in the various working and final versions, and handle the correspondence in electronic format.

5.1.3. Maintain and develop working tools, including the Correspondents' Guide⁹ and the "multilingual listing on tables' categories headings"¹⁰ proposing improvements and ensuring standardisation and harmonisation among compared countries, and consistency with specialised multilingual translation databases such as IATE, the EU inter-institutional terminology database¹¹.

5.1.4. Follow the developments of similar information systems both inside and outside the EU, as well as changes in the policy context in the EU, and propose appropriate adaptations of the MISSOC system.

⁸ In the course of 2011, the set of citizen friendly guides on social security rights will be made available at that address on the Europa website.

⁹ The Correspondents' Guide is available on request.

¹⁰ See http://missoc.org/MISSOC2010/INFORMATIONBASE/LISTINGS/BG_fin.htm

¹¹ See <http://iate.europa.eu>

5.1.5. Ensure a fruitful cooperation of MISSOC with ISSA (the International Social Security Association) and the Council of Europe. The latter runs a similar information system, MISSCEO, covering European countries that do not participate in MISSOC. The Secretariat represents the MISSOC network at MISSCEO meetings taking place once per year in July.

5.1.6. Propose the agenda and topics for the network meetings and, following DG EMPL's approval, provide all working documents. Assist the chairperson in preparing and steering the meetings. The meeting venue, travel and accommodation are organised by the hosting Member States with funding from the Commission.¹²

5.1.7. As regards the development of IT solutions, the following tasks are to be covered by the Contractor:

Ensure a smooth collaboration with DG EMPL, DG DIGIT and, in the first months of the contract, the previous Contractor and participate in all necessary technical steps to ensure the migration of the external MISSOC website/data to the European Commission's Data Centre. The technologies in use by the European Commission's website are at the time of writing, the following:

Weblogic Server 10.3.2 aka 11g
Oracle DBMS 11g
Java™ SE Runtime Environment (build 1.6.0_14-b08)

At the time of writing, migration is expected to take place. However, tenderers should indicate separately the cost of hosting the database and website should it be decided not to proceed with the migration of the external MISSOC website/data to the EUROPA website.

In close collaboration with all parties, contribute to the simplification of the updating mechanism of the published information;

Implement the rules described in the Internet Publisher Guide (cf. <http://ec.europa.eu/ipg>), especially those highlighted at the end of chapter 5 of these tender specifications;

Maintain a secure and restricted password-protected online-area¹³ for the national correspondents and DG EMPL staff where they can follow the workflows, view various document versions, and find supporting documents for their work such as the Correspondents' Guide¹⁴.

5.2. Manage the information collected from national correspondents and produce, translate and upload to the web the various existing MISSOC publications, targeting both citizens and specialists

Database on social protection legislation

5.2.1. Maintain the database of social protection legislation¹⁵, updating it with new information from the national correspondents so that comparative tables showing the legislation in force on 1 January and 1 July of each year can be consulted on line. The information covers the organisation and financing of the general social protection system in each Member State, healthcare, sickness benefits, maternity, invalidity, old-age, survivors, employment injuries and occupational diseases, family, unemployment, guaranteed minimum resources and long-term care. For each of these areas, short texts providing a trans-national

¹² The first meeting to be organised under this contract will be in Spring 2012 under the Danish Presidency.

¹³ Precise requirements are available upon request.

¹⁴ The Correspondents' Guide is available on request.

¹⁵ http://ec.europa.eu/employment_social/missoc/db/public/compareTables.do?lang=en

overview to the main concepts and principles of each social protection branch have to be kept up to date.

5.2.2. As annex to this information on the general scheme, the secretariat will collect and publish, also twice a year, charts and descriptions referring to social protection, as well as an overview of social protection for the self-employed.

5.2.3. The above-mentioned information is to be produced in three languages (English, French, German) and made available in a user-friendly way on the MISSOC database on Europa, allowing users to extract comparative tables in a format that allows easy analysis and printing of the information.

Citizens' guides on national social security systems

5.2.4. Ensure the updating, on the basis of specific input from the national correspondents, of a series of online guides on national social security systems for citizens moving within the EU. There are currently 31 country-specific guides¹⁶ and this number may increase to 34 country-specific guides during the lifetime of the new contract. They are currently available in each of the 24 languages of the participating countries¹⁷. The 2010 edition is published on the Europa website¹⁸.

From 2012 onwards, the guides will have to be updated annually on 1 July (in parallel with the updating exercise of the Comparative Tables). The volume of changes should be minimised and estimated at an average one page per country for a total of 31 pages, unless a major reform of the social security system in one or more countries takes place. The updates must be translated. Tenderers should indicate a price (per 100 words) for translations of such changes.

5.2.5. The guides on national social security systems are available on-line only. The contractor should design and implement, in close cooperation with the European Commission, a system to generate reader-friendly and easily printable guides on demand from an underlying database containing all MISSOC information.

The texts of each the guides should be made available in a standardised format (e.g. XML) that allows them to be automatically retrieved and displayed on other websites such as the EURES¹⁹ and, possibly, the Your Europe portal²⁰. This development may imply working with each of the 14 sections (12 chapters + 2 annexes) of the guide as a separate file, thus managing 10416 files (i.e. currently 31 country-specific guides x 14 sections/chapters x 24 language versions which may increase to 34 country-specific guides during the lifetime of the new contract).

5.2.6. The contractor should plan the drafting of other guides on national social security systems in the case of accession of new Member States to the European Union in the period covered by the contract.

5.3. Produce specific reports and on-line publications and promotional material

¹⁶ The guide "Your social security rights in the United Kingdom" has been provided as an annex for information.

¹⁷ BG, CS, DA, DE, EN, EL, ES, ET, FI, FR, HU, IS, IT, LT, LV, MT, NL, NO, PL, PT, RO, SK, SL, SV

¹⁸ <http://ec.europa.eu/social/main.jsp?langId=en&catId=858>

¹⁹ <http://ec.europa.eu/eures/>

In particular, the contractor should bear in mind the information provided on national social security systems at:

<http://ec.europa.eu/eures/main.jsp?acro=lw&lang=en&catId=490&parentId=0>

²⁰ <http://ec.europa.eu/youreurope/>

In particular, the portal may develop national information on social security at pages such as:

http://ec.europa.eu/youreurope/citizens/work/contact/index_en.htm

5.3.1. The secretariat will produce once every year a report describing the evolution and main trends of social protection during the previous year (MISSOC Info).

5.3.2. The secretariat will produce every year two analytical reports on specific aspects of social protection (MISSOC Analysis); the topics are to be defined in agreement with the Commission. One of these reports can be replaced, at the request of the Commission and in agreement with the contractor, by another task of equal value.

5.3.3. MISSOC Info and MISSOC Analysis will be produced in English, French and German as on-line publications.

5.3.4. The secretariat will also produce material to introduce new users to MISSOC and keep existing users informed. Tenderers are invited to propose an appropriate communication strategy with the MISSOC target audience.

5.3.5. The Secretariat will ensure that all the material produced under this heading is made available to users on the MISSOC websites.

5.3.6. The Secretariat will be responsible for quality control and continuous improvements and will therefore undertake analysis of need, define the scope for improvements and make proposals to address quality issues.

5.4. Relations with the 3 EEA countries (Norway, Liechtenstein and Iceland), Switzerland and candidate countries

5.4.1. Norway, Liechtenstein and Iceland
PROGRESS is open to the participation of the EFTA/EEA countries in accordance with the conditions established in the EEA Agreement. Thus the participation of Norway, Liechtenstein and Iceland shall follow the same procedures as for EU Member States and the costs for these countries should be included in the current tender to the Commission.

5.4.2. Switzerland

Switzerland fully participates in MISSOC activities and structures since 2002 as it has ratified the agreement on the free movement of workers with the EU. However Switzerland does not participate in the PROGRESS Programme and its participation in MISSOC is based on special terms and on a separate contract which must obligatorily be concluded between contractor and Switzerland in order to ensure the continued participation of Switzerland in MISSOC. For full details please refer to separate service agreement with Switzerland (Specifications Annex III). This means that costs linked to the participation of Switzerland in MISSOC are not to be included in the present call for tender.

5.4.3. EU Candidate Countries (Croatia, Turkey, FYROM)

As of 2011 Croatia, Turkey and FYROM participate in all PROGRESS activities following the same procedures as for EU Member States and costs for these countries should be included in the current tender to the Commission.

5.5. Ensure continuity of service in the event of a change of contractor

5.5.1. The contractor selected under this call for tender will take over from the current contractor all the tools, including the website <http://www.missoc.org>, minimising any disruptions to service in the transition from the current to the new contractor.

5.5.2. The contractor selected under this call for tender will ensure that all procedures and tools developed by the MISSOC secretariat are well documented ensuring that a change of contractors can take place smoothly and without interruption of service.

At the end of the contract, the contractor will provide the Commission with all appropriate functional and technical specifications required for a satisfactory handover of the databases of Comparative MISSOC Tables. Tenderers will explain in their bids how they propose to guarantee the transition to the next contractor in the final months of their contract period. Requirements for the MISSOC data/sub-pages on the Europa website
The content and the website shall be developed in such a way, so that its format respects the technical and editorial rules for EUROPA websites (cf. the Information Providers Guide, <http://ec.europa.eu/ipg>).

The content shall be stored in a database at the Data Centre of the European Commission and will be part of or at least visually integrated into the environment of the existing DG Employment, Social Affairs and Inclusion website.

All data and technical features remain the property of the Commission. At the end of the contract, the Contractor will provide the Commission with all appropriate functional and technical specifications required for a satisfactory handover of the website.

At all stages of the contract implementation, the MISSOC website(s) must fulfil the requirements in both (public and restricted) sections which are detailed in the Internet Publisher Guide. Especially the following points must be implemented:

Public section:

Basics: Legal requirements:

Clear ownership of the EU;

Third-party-disclaimer

The disclaimer must be a visible, short, full-text disclaimer stating that the information produced and disseminated by MISSOC are an output of an EU funded independent Network of Correspondents and that they do not necessarily reflect the opinion or position of the Commission of the European Union. This applies also to all MISSOC outputs published on the current external website <http://www.missoc.org>.

Copyright notice

All publications or documents issued by the EU institutions and bodies, irrespective of the medium, are subject to copyright, whether or not this is explicitly stated. Therefore, appropriate disclaimers and notices must be inserted in precise terms and wherever relevant. For further information see

http://ec.europa.eu/ipg/basics/legal/notice_copyright/index_en.htm

This applies also for the life time of the external website <http://www.missoc.org>. The content and the domain remain the property of the Commission. Data protection notice to "data subjects" (privacy statement) in accordance with Regulation 45/2001

The Secretariat will act as data "processor" on behalf of DG EMPL acting as "controller" and thus pursuant to art.23 of Regulation 45/2001. The Secretariat will comply with the Regulation and display appropriate data protection notices in any areas where personal data are collected and stored. Correspondents have the right to check, change or ask for deletion of their data. They can change their personal data by contacting the MISSOC Secretariat. The personal data of correspondents is used only for as long as it is needed for its intended purpose (i.e. to coordinate the update of the comparative tables, to send the newsletters and other MISSOC relevant information you have requested to you, to allow correspondents to contact each other). After a correspondent ceases to be a member of the MISSOC network, the personal details will be removed from the website within two weeks.

2) Content:

Multilinguism: Use of the three working languages, English, French, German, except for the guides on social security rights;

Formatting of publications: DG EMPL can require that MISSOC outputs published online comply with design and formatting standards of DG EMPL.

3) Usage of the content should be documented (statistics of visits).

Restricted section:

If possible and for the purpose of data protection, access to this section should be encrypted (https) and password protected. Appropriate protection against intrusion and other security threats should be foreseen.

5.6. Requirements on how the tasks shall be carried out

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

Gender equality issues are taken into account when relevant for the drafting of the technical offer by paying attention to the situation and needs of women and men;

Implementation of the requested tasks includes a gender perspective by considering systematically the women and men dimension;

Performance monitoring includes the collection and gathering of data disaggregated by sex when needed;

Its proposed team and/or staff respect 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. SKILLS AND PROFESSIONAL QUALIFICATIONS REQUIRED

The working language for the execution of this contract will be English.
See Annex IV of the contract, experts' CVs.

7. TIME SCHEDULE AND REPORTING

See also Article I.2. of the contract.

The duration of this contract is 12 (twelve) months from the date on which the contract is signed. The contract may be renewed up to three times. If renewed, each renewal will be for a period of 12 months.

7.1. Specific deadlines for the performance of the tasks

The specific deadlines for the completion of each of the task set out at point 5 will be agreed and approved between the Commission and the Contractor in a meeting following signature of the contract.

7.2. Reporting

7.2.1. An inception note in English shall be sent to the Commission for approval within 2 weeks of the signature of the contract providing a detailed timetable and full description of the methodology to be followed in implementing the above-mentioned tasks.

7.2.2. The contractor will submit three interim progress reports in English, the first at the end of the fourth month, the second at the end of the seventh month and the third at the end of the tenth month following signature of the contract. The reports will detail the progress and tasks executed and will be required in support of interim payments (see section 8).

7.2.3. The contractor will deliver a final report in English at the end of twelfth month from the signature of the contract containing a description of the tasks undertaken in the framework of the contract.

7.3. Meetings with the Commission

Tenderers should anticipate at least two working meetings with the Commission services, the first of which will be a discussion of the inception note. These meetings will take place in the offices of the Commission in Brussels and costs for participation in the meetings should be included in the tenderer's price.

7.4. 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 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 Programme for Employment and Social Solidarity - PROGRESS (2007-2013).

This programme is implemented by the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment, social affairs and equal opportunities area, and thereby contribute to the achievement of the Europe 2020 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.

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.

7.5. Reporting requirements

PROGRESS is implemented through a results-based management - RBM. The Strategic Framework, developed in collaboration with the Member States, social partners 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 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/service 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.

8. PAYMENTS AND STANDARD CONTRACT

In drawing up the bid, the tenderer should take into account the provisions of the standard contract comprising the "General terms and conditions applicable to service contracts".

Payments will be made throughout the contract period as a function of the progress made, the tasks undertaken and the quality of the work undertaken.

8.1. 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 the relevant invoice, a pre-financing payment equal to 20% of the total amount referred to in Article I.3.1 of the draft contract shall be made.

8.2. Interim payments (3 x 20%)

The first interim payment of 20% will be made following receipt and approval by the European Commission of a progress report, in English, detailing the progress and tasks executed to the end of the fourth month following signature of the contract.

The second interim payment of 20% will be made following receipt and approval by the European Commission of a progress report, in English, detailing the progress and tasks executed to the end of the seventh month following signature of the contract.

The third interim payment of 20% will be made following receipt and approval by the European Commission of a progress report, in English, detailing the progress and tasks executed to the end of the tenth month following signature of the contract.

Requests for interim payments shall be admissible if accompanied by:

- an interim progress report in accordance with the instructions laid down in section 7.2.,
- 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 invoice, up to a maximum of 60% of the total amount referred to in Article I.3.1 of the draft contract, shall be made.

8.3. Payment of the balance

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

- a final technical report in accordance with the instructions laid down in section 7,
- the relevant invoice

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 final report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 of the draft contract shall be made.

1. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

Draft
Draft

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

Not applicable.

Draft
Draft

ANNEX III Breakdown of prices

1. Breakdown of prices

Description	VC/2011/0528	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
FEES AND DIRECT COSTS (fixed prices)						
<i>Experts' fees (to be specified for each specific task)</i>						0,00
Details						0,00
<i>Other direct costs (to be specified)</i>						0,00
Details						0,00
Sub-total "Fees and Direct Costs" (Art. I.3.1)						0,00
REIMBURSABLE EXPENSES (max. prices)						
<i>Travel expenses</i>						0,00
Journeys for experts as mentioned in Annex I						
Details						0,00
Provision for supplementary journeys upon request of the Commission						
Details						0,00
<i>Accommodation expenses</i>						0,00
Hotel expenses for experts as mentioned in Annex I						
Details						0,00
Provision for supplementary accommodation expenses upon request of the Commission						
Details						0,00
<i>Subsistence expense</i>						0,00
Subsistence expenses for experts as mentioned in Annex I						
Details						0,00
Provision for supplementary subsistence upon request of the Commission						
Details						0,00
<i>Shipment and/or other reimbursements (to be specified)</i>						0,00
Details						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 %
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)²¹ 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:

²¹ 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>
Names of the individual experts with their level of qualification	

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 Ralf JACOB, Head of Unit - EMPL.D.3 of DG Employment, Social Affairs and Inclusion, 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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