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## Specifications - Open Invitation to tender No VT/2011/020

### Secretariat for the Mutual Information System on Social Protection - MISSOC

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#### 1. TITLE OF THE CONTRACT

Secretariat for the Mutual Information System on Social Protection - MISSOC

#### 2. BACKGROUND

##### 2.1. PROGRESS Introduction

PROGRESS<sup>1</sup> 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 Agenda<sup>2</sup> 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);
- 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>

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<sup>1</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>2</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.*

## 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 tables<sup>3</sup> 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 Solidarity<sup>4</sup>.

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 Network<sup>5</sup>.

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

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

<http://ec.europa.eu/social/main.jsp?langId=en&catId=858><sup>6</sup>

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.

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<sup>3</sup> See [http://ec.europa.eu/employment\\_social/missoc/db/public/compareTables.do?lang=en](http://ec.europa.eu/employment_social/missoc/db/public/compareTables.do?lang=en).

<sup>4</sup> 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.

<sup>5</sup> *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.*

<sup>6</sup> 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.



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=858>), 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. PARTICIPATION**

Please note that:

The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

### **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' Guide<sup>7</sup> and the "multilingual listing on tables' categories headings"<sup>8</sup> 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 database<sup>9</sup>.

<sup>7</sup> The Correspondents' Guide is available on request.

<sup>8</sup> See [http://missoc.org/MISSOC2010/INFORMATIONBASE/LISTINGS/BG\\_fin.htm](http://missoc.org/MISSOC2010/INFORMATIONBASE/LISTINGS/BG_fin.htm)

<sup>9</sup> See <http://iate.europa.eu>

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.

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.<sup>10</sup>

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-area<sup>11</sup> 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' Guide<sup>12</sup>.

## **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 legislation<sup>13</sup>, 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

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<sup>10</sup> The first meeting to be organised under this contract will be in Spring 2012 under the Danish Presidency.

<sup>11</sup> Precise requirements are available upon request.

<sup>12</sup> The Correspondents' Guide is available on request.

<sup>13</sup> [http://ec.europa.eu/employment\\_social/missoc/db/public/compareTables.do?lang=en](http://ec.europa.eu/employment_social/missoc/db/public/compareTables.do?lang=en)

areas, short texts providing a trans-national 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 guides<sup>14</sup> 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 countries<sup>15</sup>. The 2010 edition is published on the Europa website<sup>16</sup>.

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 EURES<sup>17</sup> and, possibly, the Your Europe portal<sup>18</sup>. 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**

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.

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<sup>14</sup> The guide "Your social security rights in the United Kingdom" has been provided as an annex for information.

<sup>15</sup> BG, CS, DA, DE, EN, EL, ES, ET, FI, FR, HU, IS, IT, LT, LV, MT, NL, NO, PL, PT, RO, SK, SL, SV

<sup>16</sup> <http://ec.europa.eu/social/main.jsp?langId=en&catId=858>

<sup>17</sup> <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>

<sup>18</sup> <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](http://ec.europa.eu/youreurope/citizens/work/contact/index_en.htm)



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 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:

##### 1) 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](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 draft contract, experts' CVs.*

## 7. TIME SCHEDULE AND REPORTING

*See also Article I.2. of the draft 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.



## 9. PRICE

The total contract price, composed of fees and direct costs only (there are no reimbursable costs under this contract) will not exceed €700.000. Bidders should note that any bid exceeding €700.000 will not be considered.

If the contract is renewed, the total price for each of the three possible renewals will not exceed:

year 2: €700.000  
year 3: €700.000  
year 4: €700.000

Under the terms of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the latter are exempt from all charges, taxes and duties, including value added tax; such charges may not therefore be included in the calculation of the price quoted. The amount of VAT is to be indicated separately.

The price must be stated in EUR(€), net of VAT (using, where appropriate, the conversion rates published in the C series of the Official Journal of the European Union on the day when the invitation to tender was issued), and broken down according to the model in Annex III included in the attached standard contract:

### Fees and direct costs

- Fees, expressed in number of person/days and unit price per working day for each expert proposed. The unit price covers the experts' fees and administrative expenditure
- Other direct costs, to include:
  - (a) 5.1.7. cost for hosting the database and website in the case migration does not take place
  - (b) 5.2.4. translation costs for changes to social security guides
  - (c) 2.2. costs for preparing EURES sections
  - (d) other costs (please specify).

## 10. GROUPINGS OF ECONOMIC OPERATORS OR CONSORTIA

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded, but the consortium selected may be required to assume a given legal form when it has been awarded the contract if this change is necessary for proper performance of the contract<sup>19</sup>. However, a grouping of economic operators must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. The documents required and listed in the following points 11 and 12 must be supplied by every member of the grouping.

## 11. EXCLUSION CRITERIA AND SUPPORTING DOCUMENTS

**1) Bidders must provide a declaration on their honour, duly signed and dated, that they are not in one of the situation referred to in Articles 93 and 94 a) of the Financial Regulation.**

*Those articles are as follows :*

### **"Article 93 :**

<sup>19</sup> These entities can take the form of an entity with or without legal personality but offering sufficient protection of the Commission's contractual interests (depending on the Member State concerned, this may be, for example, a consortium or a temporary association).

The contract has to be signed by all members of the group, or by one of the members, which has been duly authorised by the other members of the grouping (a power of attorney or sufficient authorisation is to be attached to the contract), when the tenderers have not formed a legal entity.



*Applicants or tenderers shall be excluded if:*

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;*
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;*
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;*
- d) they have not fulfilled their 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;*
- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;*
- f) they are currently subject to an administrative penalty referred to in Article 96(1)<sup>20</sup>.*

#### **Article 94 :**

*Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:*

- a) are subject to a conflict of interest;*
- b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or fail to supply this information (...)"*

**2) The tenderer to whom the contract is to be awarded shall provide, within a time limit defined by the contracting authority and preceding the signature of the contract, the evidence referred to in Article 134 of the implementing Rules, confirming the declaration referred to in point 1 above.**

#### **Article 134 of the Implementing Rules – Evidence**

§3. The contracting authority shall accept as satisfactory evidence that the candidate or tenderer to whom the contract is to be awarded is not in one of the situations described in point (a), (b) or (e) of Article 93(1) of the Financial Regulation, a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. The contracting authority shall accept, as satisfactory evidence that the candidate or tenderer is not in the situation described in point (d) of Article 93(1) of the Financial Regulation, a recent certificate issued by the competent authority of the State concerned.

Where the document or certificate is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

§4. Depending on the national legislation of the country in which the candidate or tenderer is established, the documents referred to in paragraph 3 shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

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<sup>20</sup> Cf. Article 96(1): "The contracting authority may impose administrative or financial penalties on the following:

(a) candidates or tenderers in the cases referred to in point (b) of Article 94;

(b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.

(...)"

**See Annex I (which may be used as a checklist) for the supporting documents accepted by the European Commission to be provided by applicants, tenderers or tenderers to who the contract will be awarded.**

**3) The contracting authority may waive the obligation of a candidate or tenderer to submit the documentary evidence referred to in Article 134 of the Implementing Rules, if such evidence has already been submitted to it for the purposes of another procurement procedure launched by DG EMPL and provided that the issuing date of the documents does not exceed one year and that they are still valid.**

**In such a case, the candidate or tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure and confirm that no changes in his situation have occurred.**

## **12. SELECTION CRITERIA**

All bids must also contain the documents listed below, testifying to the tenderer's financial and economic capacity, technical capability and professional qualifications. In particular, the European Commission will verify the following:

### **12.1. Financial and economic capacity (on the basis of the following documents):**

12.1.1. turnover during the previous financial year (statement of overall turnover – at least twice the value of the contract, i.e. € 1.4 million Euros):

12.1.2. balance sheets and profit and loss accounts for the last three financial years, if the legislation of the country in which the tenderer is established requires them to be published; for tenderers whose national legislation does not require publication, the tenderer's balance sheets and profit and loss accounts certified by an external auditor;

12.1.3. accounts for the quarter preceding that in which the tender notice was published, if the full accounts for the previous financial year are not yet available.

If, for some exceptional reason which the contracting authority considers justified, the tenderer or candidate is unable to provide the references requested by the contracting authority, he may prove his economic and financial capacity by any other means which the contracting authority considers appropriate.

### **12.2. Tenderer's technical capability (on the basis of the following documents):**

12.2.1. a description of the tenderer's technical capability and practical experience in the field referred to in section 5 of these specifications. For consortia of companies or groups of service providers, this description must relate specifically to the tasks to be performed by each of their members;

12.2.2. a description of the tenderer's technical equipment;

12.2.3. a list of work/projects/publications for the last 3 years demonstrating the tenderer's practical experience in the fields referred to in section 5 of these specifications;

12.2.4. minimum profiles/experience/capability required:

#### **Project Manager**

- Meet the requirements for a Level I or Level II expert (see Annex IV of the model contract)
- Proven experience in managing projects
- Good overall knowledge of national and EU coordination in social security
- Excellent command of English (oral and written)

### **IT Expert(s)**

- Meet the requirements for Level III expert (see Annex IV of the mode contract)
- Proven knowledge of IT infrastructures, tools and solutions
- Proven experience in multilingual work environment (English, French and German)

### **Social Security Expert(s)**

- Meet the requirements for a Level I or Level II expert (see Annex IV of the mode contract)
- Good knowledge of social protection systems in several EU countries
- Good English drafting abilities

12.2.5. tenderers must provide the names and CVs (maximum of three pages each) of the persons responsible for the specific profiles for execution of the tasks described in section 5 of these specifications, with a view to demonstrating their educational qualifications, practical experience and capability to execute the tasks;

12.2.6. a description of the parts of the services to be provided by each consortium of companies or groups of service providers (if applicable).

## **13. AWARD CRITERIA**

The contract will be awarded to the bid offering the best price/quality ratio, taking account of the following award criteria:

<b>EVALUATION CRITERIA</b>	<b>SCORE SCALE POINTS</b>	<b>WEIGHTING</b>
<b>1. Understanding of the nature of the project</b>		
Context, background and results to be achieved	0 - 100	25 %
<b>2. Quality of the methodology</b>		
2.1 Operational feasibility and efficiency of the work plan	0 - 100	25 %
2.2 Coherence and feasibility of resource allocation		25 %
2.3 Consistency of Communication Strategy		25 %

*Please note that the contract will not be awarded to any bid that receives less than 70 % in the award criteria. The points total will then be divided by the price, with the highest-scoring bid being chosen.*



### **Understanding of the nature of the project**

**Demonstration of understanding of the nature of the tasks to be carried out, as described in points 3 and 5 of aforementioned specifications, their context, the details of information handled in MISSOC and the results to be achieved (maximum: 25 %):**

#### **Context, background and results to be achieved**

This criterion requires a demonstrated complete understanding of the nature of the project, the context and background of the tasks. Tenderers must identify the main issues to be addressed according to the overall purpose and aim of the MISSOC Secretariat function as stated in the tender specifications, both for daily work processing and for the development of MISSOC.

Tenderers should clearly define and describe the short-term product results to be achieved in the first contractual period, as well as describe the medium-term developments that should take place in later contract periods.

### **Quality of the methodology**

**Proposal of a methodology ensuring the quality of the overall project implementation, as described in points 3 and 5 (75 %):**

#### **Operational feasibility and efficiency of the work plan (25 %):**

- Outline how the different parts of the information gathering, treatment, analysis, harmonisation, drafting and translating would be integrated and fit in the overall conceptual approach;
- Outline the procedure and an estimated timetable for the submission of deliverables, and consider electronic tools, work flows and document storage;
- Outline how the technical simplification of the updating mechanism of the information would be organised and ensured.

#### **Coherence and feasibility of resource allocation (25 %):**

- Outline how the team will be organised and co-ordinated in relation to the subject of the tender;
- Outline how content would be published online;
- Outline the working methods between the team, the national Correspondents, and DG EMPL: outline how technical assistance to the latter would be delivered;
- Outline how the use of the usual three MISSOC working languages would be ensured, and how translation into 24 languages ("Your social security rights" guides) would be guaranteed;
- Outline how quality control, harmonisation and standardisation would be achieved to ensure comparability of the MISSOC data.

#### **Consistency of Communication Strategy (25 %):**

- Adaptation of the MISSOC website to the Internet Publisher Guide and align with the requirements of the European Commission in terms of e-publishing and in particular with those outlined in section 5;
- Provision of a password protected closed online Internet-server, in-line with EC's Data Protection rules and only accessible for national Correspondents and DG EMPL representatives, in order to ensure accessibility and internal communication;
- Explain how it seeks to increase the cooperation with the observers from ISSA and Council of Europe, and how it envisages guaranteeing work relations allowing mutual exchange of know-how and information;
- Propose other measures to ensure user friendliness and to increase public awareness on MISSOC.

The consistency of the Communication strategy will be assessed in the light of coverage of all participating countries, user friendliness, target groups, practicable and feasible solutions and document storage requirements.

## **14. CONTENT AND PRESENTATION OF BIDS**

### **14.1 Content of bids**

Bids must include:

- a presentation letter duly signed by the legal representative;
- all the information and documents necessary to enable the Commission to appraise the bid on the basis of the selection and award criteria (see sections 12 and 13 above);
- a bank ID form duly completed and signed by the bank;
- a "legal entity" form duly completed;
- the price;
- the detailed CVs of the proposed experts;
- the name and function of the contractor's legal representative (i.e. the person authorised to act on behalf of the contractor in any legal dealings with third parties);
- proof of eligibility: tenderers must indicate the State in which they have their registered office or are established, providing the necessary supporting documents in accordance with their national law.

### **14.2 Presentation of bids**

- Bids must be submitted in triplicate (i.e. one original and two copies).
- They must include all the information required by the Commission (see points 9,10,11 and 12 above).
- They must be clear and concise.
- They must be signed by the legal representative.
- They must be submitted in accordance with the specific requirements of the invitation to tender, within the deadlines laid down.



## Annex I

Exclusion criteria (Article 93(1) FR)	Supporting documents to be provided by applicants, tenderers or tenderers to who the contract will be awarded	
	Procurement (Article 93(2) FR; Article 134 IR)	
<b>1. Exclusion from a procurement procedure, Article 93(1) FR :</b> « Candidates or tenderers shall be excluded from participation in a procurement procedure if:		
<b>1.1. (subparagraph a)</b> <i>they are bankrupt or being wound up,</i>  <i>are having their affairs administered by the courts,</i>  <i>have entered into an arrangement with creditors have suspended business activities, are the subject of proceedings concerning those matters,</i>  <i>or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations<sup>21</sup>;</i>	- Recent extract from the judicial record <b>or</b> recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance <b>or</b> - Where no such certificate is issued in the country concerned : sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance	
<b>1.2. (subparagraph b)</b> <i>they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata<sup>22</sup>;</i>	Cf. supporting documents for Article 93(1)(a) FR above	
<b>1.3. (subparagraph c)</b> <i>they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;</i>	Declaration by the candidate or tenderer that he is not in the situation described	
<b>1.4. (subparagraph d)</b> <i>they have 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed<sup>23</sup>;</i>	Recent certificate issued by the competent authority of the State concerned confirming that the candidate is not in the situation described <b>or</b> Where no such certificate is issued in the country concerned : sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance	
<b>1.5. (subparagraph e)</b> <i>they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests<sup>24</sup>;</i>	Cf. supporting documents for Article 93(1)(a) FR above	
<b>1.6. (subparagraph f)</b> <i>they are currently subject of an administrative penalty referred to in Article 96(1)<sup>25</sup>. »</i>	Declaration by the candidate or tenderer that he is not in the situation described	

<sup>21</sup> See also Article 134(3) IR : Depending on the national legislation of the country in which the tenderer or candidate is established, the documents referred to in paragraphs 1 and 2 shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

<sup>22</sup> Cf. footnote n° 32.

<sup>23</sup> Cf. footnote n°32

<sup>24</sup> Cf. footnote n° 32

<sup>25</sup> Article 96(1) FR: The contracting authority may impose administrative or financial penalties on the following:

(a) candidates or tenderers in the cases referred to in point (b) of Article 94;

(b) contractors who have been declared to be in serious breach of their obligations under contracts covered by the budget.



Exclusion criteria (Article 94 FR)	Supporting documents to be provided by applicants, tenderers or tenderers to who the contract will be awarded	
	Procurement	Grants
<b>2. Exclusion from a procurement or grant award procedure Article 94 FR :</b> « <i>Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:</i>		
<b>2.1. (subparagraph a)</b>  <i>are subject to a conflict of interest;</i>	atement by the applicant, tenderer or bidder confirming the absence of conflict of interests, to be submitted with the application, bid or proposal	
<b>2.2. (subparagraph b)</b> <i>are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information»<sup>26</sup>.</i>	No specific supporting documents to be supplied by the applicant, tenderer or bidder  It is the responsibility of the authorising officer, represented by the evaluation committee, to check that the information submitted is complete <sup>27</sup> and to identify any misrepresentation	

<sup>26</sup> Cf. Article 146(3) of the FR Implementing Rules: « ...the evaluation committee may ask candidates or tenderers to supply additional material or to clarify the supporting documents submitted in connection with the exclusion and selection criteria, within the time limit it specifies. » and Article 178(2) of the FR Implementing Rules: « The evaluation committee may ask an applicant to provide additional information or to clarify the supporting documents submitted in connection with the application, in particular in the case of obvious clerical errors. »

<sup>27</sup> Cf. footnote n°37



## **Annex II**

# **Declaration of honour with respect to the Exclusion Criteria and absence of conflict of interest**

The undersigned [*name of the signatory of this form, to be completed*]:

- in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator<sup>28</sup>*)  
or
- representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

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<sup>28</sup> To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the contracting authority (see art. 134(4) of the Implementing Rules).



In addition, the undersigned declares on their honour:

- g) they have no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of contract, they shall provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the Tenderer is a legal person and the national legislation of the country in which the Tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the Tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the Tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature





### **Annex III - SEPARATE SERVICE AGREEMENT WITH SWITZERLAND**

Switzerland fully participates in MISSOC activities and structures since 2002, as the country has ratified the agreement on free movement of workers with the EU. However, Switzerland does not participate in the new PROGRESS programme. Thus the participation of Switzerland in MISSOC continues to be based on the special terms below and on a separate contract to be concluded between Switzerland and the contractor, as outlined in the draft contract below.

Switzerland can participate in all MISSOC activities (including meetings and publications) under the following terms:

- Switzerland concludes bilaterally a contract with the contractor that has been contracted by DG EMPL to provide the "MISSOC Secretariat". The financial side of this contract is handled directly between Switzerland and the contractor without further involvement of the European Commission.
- Switzerland covers all costs linked to their participation themselves. In concrete terms, this means,
  - firstly, costs covered in the Contract with DG EMPL, will be divided on a pro rata base, i.e. with a total of 31 countries participating (27 EU Member States, 3 EFTA-EEA states and Switzerland) Switzerland will contribute 1/31 and DG EMPL 30/31. (DG EMPL's part includes the 3 EFTA-EEA states since they conclude a participation agreement for the PROGRESS programme.) From the beginning of the second year of performance of the contract, the amount in question may be revised in compliance with the article I.3.2 of the corresponding Contract with DG EMPL.
  - secondly, with respect to all other costs that are caused directly by Switzerland (e.g. accommodation and travel expenditures) are to be paid directly and fully by Switzerland.

## **DRAFT SERVICE AGREEMENT BETWEEN SWITZERLAND AND [‘contractor’]**

WHEREAS the European Community and [‘contractor’] have entered into a service contract, reference number [ ], having the title [**Secretariat for MISSOC - the Mutual Information System on Social Protection**];

WHEREAS Switzerland and the European Community have agreed on the participation of the former in the MISSOC and the terms for such participation;

WHEREAS the participation by the EFTA EEA States is to take place through a direct contractual relationship between the State concerned and [‘contractor’];

WHEREAS service contract [ ], laying down the rights and obligations of the European Community and [‘contractor’], is to a significant extent applicable also to the contractual relationship between the EFTA EEA States and [‘contractor’];

WHEREAS service contract [ ] shall therefore be used as point of reference in this Agreement and annexed to it,

[‘country’]

AND

[‘contractor’]

HAVE COME TO THE FOLLOWING

AGREEMENT

ARTICLE 1

For the purposes of the present Article, the words ‘the Commission’ in service contract [ ] shall read [‘country’] and the term ‘Contractor’ in service contract [ ] shall read [‘contractor’].

The articles of contract [ ] enumerated in paragraph 3 of the present Article, as amended by the adaptation in paragraph 1, shall be an integral part of this Agreement. Should the provisions of the articles enumerated in paragraph 3 and those of the present Agreement differ, the provisions of the present Agreement shall apply:

Articles [ ], and the Annexes, insofar as they relate to the aforementioned articles and are applicable in the context of the present Agreement.

ARTICLE 2

Any amendment to service contract [ ] shall automatically entitle, but not oblige, [‘country’] to have substantively identical changes made to the present Agreement.

ARTICLE 3

The contractual obligations under this Agreement cover the period remaining of contract [ ] and that of extensions agreed on in accordance with Article [ ] of that contract.

#### ARTICLE 4

['country'] participates, as from 1 January 2000, in all the various activities of the European Community under MISSOC, including exchange of information, meetings of experts, publications and other related events.

#### ARTICLE 5

Information about the social protection systems in ['country'] shall be included in the printed MISSOC publications and on the MISSOC website.

#### ARTICLE 6

['country'] shall contribute financially to the costs relating to MISSOC an amount of [.....] EURO for each year.

At the time of conclusion of this Agreement ['country'] shall pay to ['contractor'] [...] EURO on every 1 January and 1 July thereafter, throughout the duration of the present Agreement.

Payments shall be paid into bank account:

Account Holder: [ ]  
Account Number: [ ]  
Bank Name and Address: [ ]

#### ARTICLE 7

If the tax laws to which ['contractor'] require it to pay VAT on fees received under the present Agreement, the amount of VAT shall be added to the sums stipulated in Article 6 of the present Agreement.

Without prejudice to paragraph 1 of the present Article, ['contractor'] shall be responsible for complying with all the national tax laws applicable to it in respect of payments under the present Agreement.

#### ARTICLE 8

Travel expenses to meetings etc. are to be paid directly by ['country'].

Done at Brussels on [ ].



## Overview of PROGRESS Performance Measurement Framework

**PROGRESS Ultimate Outcome**  
*Member States implement laws, policies and practices in a manner that contributes to the desired outcomes of the Social Agenda*

PROGRESS works towards its ultimate outcome by helping strengthen the EU’s support for Member States’ efforts to create more and better jobs and to build a more cohesive society. PROGRESS seeks to contribute to (i) an **effective legal regime** in the EU in relation to the Social Agenda; (ii) **shared understanding** across the EU with regard to Social Agenda objectives; and (iii) **strong partnerships** working towards Social Agenda objectives.

In operational terms, support provided by PROGRESS facilitates (i) provision of analysis and policy advice; (ii) monitoring and reporting on the implementation of EU legislation and policies; (iii) policy transfer, learning and support among Member States; and (iv) relaying to decision-makers the views of the stakeholders and society at large.

<b>Legal Regime Outcome:</b> <i>Compliance in Member States with EU law related to PROGRESS areas.</i> <b>Performance Indicators</b>	<b>Shared Understanding Outcome:</b> <i>Shared understanding and ownership among policy/decision-makers and stakeholders in Member States, and the Commission, of objectives related to PROGRESS policy areas.</i> <b>Performance Indicators</b>	<b>Strong Partnerships Outcome:</b> <i>Effective partnerships with national and pan-European stakeholders in support of outcomes related to PROGRESS policy areas.</i> <b>Performance Indicators</b>
<ol style="list-style-type: none"> <li>1. Transposition rate of EU law on matters related to PROGRESS policy areas</li> <li>2. Effectiveness of application in Member States of EU law on matters related to PROGRESS policy areas.</li> <li>3. EU policies and legislation are grounded in thorough analysis of situation and responsive to conditions, needs and expectations in Member States in PROGRESS areas</li> <li>4. Extent to which PROGRESS-supported policy advice feeds into the development and implementation of EU legislation and policies</li> <li>5. Cross-cutting issues are addressed in PROGRESS policy sections</li> <li>6. EU policies and legislation display a common underlying logic of intervention in relation to PROGRESS issues</li> <li>7. Gender mainstreaming is systematically promoted in PROGRESS</li> </ol>	<ol style="list-style-type: none"> <li>1. Attitudes of decision-makers, key stakeholders and general public regarding EU objectives in PROGRESS policy areas</li> <li>2. Extent to which national policy discourses or priorities reflect EU objectives</li> <li>3. Extent to which principles of good governance (including minimum standards on consultation) are respected in policy debate</li> <li>4. Extent to which the outcomes of policy debates feed into the development of EU law and policy.</li> <li>5. Greater awareness of policy-and decision-makers, social partners, NGOs, networks regarding their rights/obligations in relation to PROGRESS policy areas</li> <li>6. Greater awareness of policy-and decision-makers, social partners, NGOs, networks regarding EU objectives and policies in relation to PROGRESS policy areas</li> </ol>	<ol style="list-style-type: none"> <li>1. Existence of common ground/consensus among policy and decision-makers and stakeholders on EU objectives and policies</li> <li>2. Identification and involvement by the EU of key actors in a position to exert influence or change at EU and national levels</li> <li>3. Effectiveness of partnerships in relation to outcomes related to PROGRESS policy areas.</li> <li>4. Number of individuals served or reached by networks supported by PROGRESS.</li> <li>5. Extent to which advocacy skills of PROGRESS-supported networks have improved</li> <li>6. Satisfaction of EU and national authorities with the contribution of networks</li> <li>7. Extent to which PROGRESS-supported networks take a cross-cutting approach</li> </ol>