

EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Employment, Lisbon Strategy, International Affairs

European Employment Strategy, CSR, Local Development

Study Service Contract

Contract title **Benefit Systems and their Interaction with Active Labour Market Policies in the New Member States**

Contract reference No **VC/2006/0613**

The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/D/2**

Prior information O.J. ref. No of notice publication: —
Call for tender DG EMPL ref. No: VT/2006/044 of
Tender information O.J. ref. No of notice publication:
EPIC Record No:/.../.....
Databases SMART record No:
Service category No: A10

Other accounting information

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

Type of Contract V/SE/STUSEC02

The European Community (hereinafter referred to as “**the Community**”),
represented by the Commission of the European Communities (hereinafter referred to as “**the Commission**”),
which is represented for the purposes of the signature of this Contract by Robert STRAUSS,
Head of Unit - EMPL/D/2, Employment, Social Affairs and Equal Opportunities DG,

on the one part,

AND

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

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender No. VT/2006/044 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 forms an integral part of this Contract (hereinafter referred to as “**the Contract**”).

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

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

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is the following study: **Benefit Systems and their Interaction with Active Labour Market Policies in the New Member States.**

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

Article I.2 **Duration**

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

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

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

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

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

The maximum total amount to be paid by the Commission under the Contract shall be EUR 300 000.00 covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

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

Not applicable.

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

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default of 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 45 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 45 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:

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/D/2
B-1049 Brussels (Belgium)

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

² By a document issued or certified by the bank.

Contractor

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

Article I.7 Applicable law and settlement of disputes

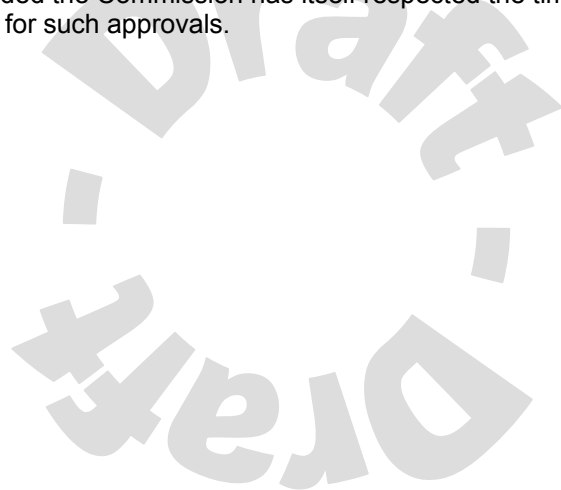
I.7.1. The Contract shall be governed by the national substantive law of Belgium.

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 Other special conditions

Definition of the term “payment request” regarding the interests for late payments

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 45 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.4, the period of 45 calendar days shall start only on the date when both the complete payment request has been registered and the report has been approved (or the certificate of final acceptance has been signed) by the Commission, provided the Commission has itself respected the time limits set in the present Contract and its annexes for such approvals.



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 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 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 Communities 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 Community 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 Community, 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 Community. 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 Communities.

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 been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;

- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) 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;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (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 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.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 European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities 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 European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

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

Article II.18 Amendments

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

Article II.19 Suspension of the Contract

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

Signatures

1. For the Contractor,

..... (forename and name)

..... (position)

..... (company name)

2. For the Commission,

Robert STRAUSS

Head of Unit - EMPL/D/2

Employment, Social Affairs and Equal

Opportunities DG

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2006/044 of

1. Background

The Lisbon challenges and the role of the European Employment Strategy

The Luxembourg Job Summit (1997) launched a European Employment Strategy (EES) aiming at rendering employment policy more active, more preventive and more effective towards combating unemployment. A strengthened policy co-ordination process was established at European Union (EU) level. The integrated strategy set out in Employment Guidelines provides the framework for the development and implementation of National Action Plans for employment (NAPs), while ensuring consistency with the Broad Economic Policy Guidelines (BEPGs) where the reform of welfare systems is a priority issue. Subsequent European Councils have further developed these orientations.

The Lisbon European Council (2000) shaped a long-term agenda for the EU to exploit the possibilities of, and gear the transition to, a knowledge-based society. The Lisbon conclusions set a new strategic goal for the next decade based on the modernisation of the European social model and economic reforms for a complete and fully operational internal market to fully reap the benefits of product and capital markets liberalisation and established a co-ordinated strategy that entails the setting of targets for employment: raising the employment rate to more than 60% for women and 70% overall by 2010. The Stockholm European Council (2001) stressed the need to meet the challenges of an ageing society and Member States were invited to set national targets for raising the rate of employment to 50% for older workers at EU level by 2010. The Barcelona European Council which called for a progressive increase of about 5 years in the effective average age, at which people stop working in the European Union, should be sought by 2010. The relaunched Lisbon Strategy underpinned by the integrated guidelines 2005-08, bringing together in a single document the BEPGs and the Employment Guidelines, aims at setting out the appropriate responses to achieving higher growth potential and more and better jobs in the EU.

The Employment Guidelines in an integrated policy framework

Employment Guidelines advocate a more employment friendly stance on benefits systems focusing on promoting more active labour market policies and reform tax-benefit systems, placing emphasis on shifting from passive measures to active policies with a view to increase employability of those out of work and to help them find jobs and remain in work.

According to Employment Guidelines 2005 as adopted by the Council on 12 July 2005 (integrated guideline No 19) Member States will develop policies to "ensure inclusive labour markets, enhance work attractiveness and make work pay for job-seekers including disadvantaged people, through active and preventive labour market measures including early identification of needs, job search assistance, guidance and training as part of personalised action plans ... and continual review of incentives and disincentives resulting from the tax and benefit systems, including the management and conditionality of benefits." Moreover, Member States are invited (integrated guideline No 18) to "promote a lifecycle approach to work through support for active ageing and ... modern social protection systems, including pension and healthcare ... so as to support participation and better retention in employment and longer working lives." Within this lifecycle approach Member States are invited by the 2006 Spring European Council to pursue the shift towards active and preventative policies encouraging and helping people to find paid employment..

In an earlier edition of the Employment Guidelines (2003) Member States were invited to "...develop active and preventative measures for the unemployed and the inactive designed to prevent inflow into long-term unemployment and to promote the sustainable integration into the employment of unemployed and inactive people." and "ensure that, by 2010, 25% of the long term unemployed participate in a an active measure in the form of training, retraining, work practice or other employability measure, with the aim of achieving the average of the three most advanced Member States." and "reform financial incentives with a view to making work more attractive and encouraging men and women to seek, take up and remain in work. In this context, they were invited to "...review and, where appropriate, reform tax and benefit systems and their interaction with a view to eliminating unemployment, poverty and inactivity traps". Moreover, they were invited to develop policies for active ageing by "fostering working conditions conducive to job retention" and "by" eliminating incentives for early exit from the labour market notably by reforming early retirement schemes and ensuring that it pays to remain active in the labour market; and encouraging employers to employ older workers." For six consecutive years, the NAPs provide substantial evidence of efforts deployed by several Member States in reviewing their tax and benefit systems and in particular, those covering the unemployed, in order to ensure greater consistency with activation and prevention policies.

As theory predicts and evidence supports, labour supply is affected both by active policies and the structure of tax-benefit systems through their impact on economic incentives for work. When eligibility conditions are closely monitored and work tests are used to assess availability for work, potential disincentives to participate in the labour market or training may be minimised and early participation in active labour market programmes encouraged. On the other hand, high level of unemployment or other out-of-work benefits combined with long benefit duration and permissive administration of eligibility rules may undermine incentives for taking up jobs or participating in active labour market programmes and thus increase the risk of long term benefit dependency.

Therefore, if the unemployment benefits systems are over-generous and poorly managed, it is very difficult to operate active policies in such a way as to help increase labour market efficiency and reduce persistent and high structural unemployment. On the other hand, when the unemployment benefits are characterised by very low coverage and/or insufficient support, it is less likely to influence the behaviour of the unemployed and prevent their exclusion from the labour market.

Benefits systems and active policy interrelationship

Social protection systems provide security against the loss of income due to unemployment, but mechanisms for promoting employability have been developed only recently. The recognition that the reasons for weak employment growth and persistent unemployment are complex and multidimensional has led the EU to agree on a comprehensive labour market reform based on co-ordinated process - the Luxembourg process.

There is a need for an in-depth examination of the tax-benefit systems in the new Member States, placing emphasis on unemployment benefit systems, and similar passive income support schemes, and their interaction with active policies. There is also a need to examine the interrelationship between passive and in-work benefits, particularly for the lower paid and older workers. In this context, there is a need to examine the on-going reforms over the last four years, focusing on poverty and unemployment traps, and their interaction with the employment guidelines on prevention, activation and promotion of active ageing. In doing this, account should be taken of the main characteristics of their labour markets and the specific situations facing the new Member State.

A recent Commission study³ conducted in 2003-04 is focusing on the relationship between benefits and active labour market policies for the EU15. This study analyses, the ways in which benefit schemes interact with active labour market policies; the extent to which they

³ See, http://europa.eu.int/comm/employment_social/news/2004/oct/benefit_systems_report_en.html

interact with each other; and assesses the problems that Member States have to tackle when carrying out their activation and making work pay policies. It contains valuable information about recent benefit reforms implemented by the EU15. All benefit systems and active labour market policies are analysed at the general level, whilst a more in-depth analysis is carried out for two labour market transitions: (a) moving from unemployment/ inactivity to work and (b) moving from work to retirement, with emphasis placed on active ageing. Simulations carried out for six Member States on selected policy measures look at their impact on unemployment and on employment rates and policy implications of the main results are examined in relation to the European Employment Strategy.

Moreover, as underlined in the Communication in modernizing social protection with a view to making work pay⁴, whilst the problems facing social protection systems in the new Member States greatly differ among them, the following features seem to be more widely present: (i) low participation rates: with some exceptions, they show low participation rates partly reflecting high unemployment and high dependency ratios, which result from the extensive use of early retirement and invalidity pensions been applied during the economic restructuring processes and (ii) weak social protection and non-employment friendly tax systems: despite current reforms, existing welfare systems are not very generous in financial terms, have loose eligibility conditions and provide weak access to social protection.

2. Purpose of the Contract

The main purpose of the study is to analyse the way and the extent to which passive schemes interact with active policies and the type of problems the New EU10 Member States need to tackle in carrying out their activation policies in line with the provisions of the relaunched Lisbon Strategy underpinned by the integrated (employment) guidelines. It should enlarge the findings of the above Commission study carried out for the original EU15 Member States⁵. The study should aim at drawing conclusions from the perspective of providing incentives for work. In this context the Study should:

- (a) Identify the main strengths and weaknesses of the current tax-benefit systems in the new (10) EU Member States and the main challenges for reform, including the gender and age structure dimension in this policy domain;
- (b) Carry out a comparative analysis on recent developments and the likely labour market effects of shifting the emphasis from passive to active labour market policies undertaken by these Member States. Similarly, examine the interrelationship between passive and in-work benefits, where applicable and the likely effects on labour participation and employment rates;
- (c) Carry out an assessment of the applied eligibility criteria, benefit duration and job availability requirements in benefit systems on the behaviour of the unemployed as well as the beneficiaries of social assistance, disability or long-term sickness and early retirement schemes with regard to their employability;
- (d) Examine the implications for policy development with a view to help the Commission in the design of future employment policy and of individual country recommendations to Member States;

Tenders may propose additional issues for analysis within the overall framework of the present Study, if they are relevant with the general purpose of the Study.

The Study will take a broad view in analysing the developments in the tax and benefit systems and active policies in the new EU Member States complying with the following key elements;

- passive schemes aiming at providing replacement income to people not in employment (i.e. unemployment benefits, unemployment assistance, social assistance, disability, pension and

⁴ See COM(2003)842/30-12-2003

⁵ See, http://europa.eu.int/comm/employment_social/news/2004/oct/benefit_systems_report_en.html

other relevant benefits) taking into account the most representative family types such as single persons, lone parents and couples with children, since benefit systems across the EU tend to treat beneficiaries differently according to the existence or not of dependants.

- Active policies including all those measures aimed at increasing prospects of employability of individuals (i.e. job broking and placement services, labour market training, job creation incentives).
- in-work benefits including all those social security and tax measures aimed at providing incentives and opportunities for working age population to re-enter or remain longer in employment for specific target groups, including low paid, lone parents, older workers and disabled (i.e. housing subsidies, family/child allowances, targeted tax credits, healthcare, tax credits/ wage subsidies).

3. Tasks to be performed by the Contractor

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

The selected contractor will undertake the responsibility to carry out the following tasks:

3.1 Review the state of play on tax and benefit systems and their interaction with active labour market policies based on critical review of literature and information in the new EU Member States (OECD *inter alia*) with a view to identify strengths and weaknesses and likely implications of recent policy reforms in this field. In this review, the most recent literature/statistical work and the on-going debate at OECD in this field should be taken into account.

3.2 Design an appropriate methodology, reflecting data availability to analyse labour market transitions in the new Member States, including:

- Unemployment and other out-of-work benefit schemes and their interaction with active labour market policies;
- Interrelationships between passive benefit schemes and in-work benefits, where appropriate;
- Interactions between tax-benefit structures and active ageing policies.

In the analytical tools, consider the possibility of carrying out a cross-country statistical analysis using, as appropriate, stylised facts and/or empirical data.

3.3 Carry out simulations of key policy instruments and their interactions in relation to labour supply, for at least 4 of the new Member States, having robust statistical information and forming a representative country group of the diversities of the tax and benefit systems in the new Member States. These simulations should be used to examine: (a) the potential impact of shifting from passive to active policies on combating high and persistent unemployment and (b) the potential impact on overall, female and older workers employment rates in view of the Lisbon, Stockholm and Barcelona targets set for 2010.

3.4 Select and assess examples of good practice, by taking into account the experience of Member States in promoting tax-benefit reforms in recent years. In this, provide the following information: A factual description of the good practice; the scope of the practice; the time period that the policy measure/ initiative has been in place; the evaluation results, if available; other lessons to be learned.

3.5 Carry out estimations on a comparable basis and analysis in a number of fields characterising the development of both passive and active policy schemes, including:

- An analysis of the disincentives that each benefit scheme may create for active job search, acceptance of a job or participation in active measures.

- An estimation of the stock of beneficiaries in each major passive scheme (including unemployment benefits, unemployment assistance, social assistance, disability, long-term sickness, pre-retirement, early retirement) and their breakdown by age groups, gender and family type.
- An estimation of the number of beneficiaries of passive benefit schemes, also participating in active measures by age groups, gender and family type.
- An estimation of the number of beneficiaries of passive benefit schemes, also benefiting from in-work-benefits by age groups, gender and family types.
- An estimation of the number of beneficiaries of in-work benefit schemes, also participating in active measures by age groups, gender, family type.
- An estimation of the benefit dependency ratio for working age population i.e. No of beneficiaries of passive schemes aged 15-64/employed population aged 15-64; No of beneficiaries of passive benefit schemes aged 45-54 and 55-64 over employed population of same age group.
- A synoptic table comparing benefit schemes by key types in each category (i.e. unemployment benefits, unemployment assistance, social assistance, disability, pre-retirement and early retirement benefits).

3.6 Conclude by highlighting the principal lessons emerging from the analysis and the overall findings. Pinpoint the implications for policy development with the view to the Commission's future formulation of employment policy in relation to reforms on benefits and their interaction with ALMPs and its recommendations to individual Member States in this area.

3.7 The empirical part of the Study should draw primarily on the following sources.

- European databases, like MISSOC, MISSCEEC, ERSEP and Eurostat (ESSPROS, ALMP, LFS, ECHP);
- OECD sources;
- Other reliable sources, including national statistical databases.

Moreover, the contractor could usefully consider the following relevant documentation:

- European Commission/ DG EMPL documentation;
http://europa.eu.int/comm/employment_social/index_en.html
- Joint Employment reports and Commission supporting documents 1998 to date;
- "Time to move up a gear", The European Commission's 2006 Annual Progress Report on growth and jobs;
- Employment in Europe 2005, European Commission
- National Action Plans for employment;
- National Reform Programmes for growth and jobs, 2005-2008;
- "Benefit systems and their interaction with Active Labour Market Policies", European Commission study, 2004;
http://europa.eu.int/comm/employment_social/news/2004/oct/benefit_systems_report_en.html
- Communication on "Modernising social protection for more and better jobs: a comprehensive approach contributing to making work pay" COM (2003) 842.
http://europa.eu.int/comm/employment_social/news/2004/oct/benefit_systems_report_en.html
- Employment Observatory;
<http://www.eu-employment-observatory.net/en/publications/review/>
- OECD work/ publications in the field of benefits and ALMPs including "Benefits and wages: OECD indicators", 2004

- Indicators of unemployment and low-wage traps, Economic papers No 197, European Commission, Dec 2003, see http://europa.eu.int/comm/economy_finance.

4. Expertise required ⁶

See Annex IV.

Specific requirements other than those mentioned in Annex IV

.....

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

See Article I.4.

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

5.1. The contractor is required to deliver an ***inception report*** within ***two months*** from the signature of the contract. This report will consist of the following major elements.

- Presentation of refined and fully operational methodology
- Data description tools and procedures and analytical framework in detail, including proposed case studies.
- Detailed work schedule for the remaining 13 month period
- describing how the team's work will be structured, the technical means and methods that will be used and providing an indication of missions or visits required for the whole the project

5.2. Interim report after six months of research work.

The contractor is required to prepare an ***interim report*** presented as follows:

- summary of the work carried out according to the present Contract;
- work programme planned for the following period;
- present status of expected output documents, and comments on the degree of achievement;
- any comments, suggestions or recommendations judged useful or necessary by the Contractor;
- draft version of expected output documents.

Unless otherwise provided, the report must arrive at the Commission no later than by the end of the 7th month.

5.3. Final report after the period of 15 months as established in the contract.

All three reports described above will be submitted in English language, in 3 hard copies as well as in electronic, CD-ROM form. The contractor will also be required to supply a summary report of 10-15 pages and an executive summary (2-3 pages) of the final report, in English, French and German. The contractor should anticipate 4 to 6 working meetings with the Commission Services.

⁶ See Article II.1 as regards the replacement of experts.

Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

| Description | Unit price in € | Max. No of units | Unit type | Sub-total per item | Total amounts in € |
|--|--------------------|------------------------|--------------|-----------------------|-----------------------|
| FEES AND DIRECT COSTS (fixed prices) | | | | | |
| Experts' fees (to be specified for each expert) | | | | | 0,00 |
| Details | 0,00 | 0 | w.d. | 0,00 | |
| Other direct costs (to be specified) | | | | | 0,00 |
| Details | 0,00 | 0 | unit | 0,00 | |
| Sub-total "Fees and Direct Costs" (Art. I.3.1) | | | | | 0,00 |
| 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) | | | | | |
| Calculation base | 0,00 | | | | 0,00 |
| Contingencies: approx. % of calculation base | | 0 | % | 0,00 | |
| Sub-total "Reimbursable Expenses" (Art. I.3.3) | | | | | 0,00 |
| Overall Total | | | | | 0,00 |

w.d. = 1 working day for 1 expert

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ⁷ 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.

⁷ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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:

| Destinations | | DSA in EUR | Maximum hotel price in EUR | Destinations | | DSA in EUR | Maximum hotel price in EUR |
|--------------|----------------|------------|----------------------------|--------------|-----------------|------------|----------------------------|
| AT | Austria | 95,00 | 130,00 | IT | Italy | 95,00 | 135,00 |
| BE | Belgium | 92,00 | 140,00 | LT | Lithuania | 68,00 | 115,00 |
| BG | Bulgaria | 70,00 | 205,00 | LU | Luxembourg | 92,00 | 145,00 |
| CY | Cyprus | 93,00 | 145,00 | LV | Latvia | 66,00 | 145,00 |
| CZ | Czech Republic | 75,00 | 155,00 | MK | Macedonia | 50,00 | 160,00 |
| DE | Germany | 93,00 | 115,00 | MT | Malta | 90,00 | 115,00 |
| DK | Denmark | 120,00 | 150,00 | NL | The Netherlands | 93,00 | 170,00 |
| EE | Estonia | 71,00 | 110,00 | PL | Poland | 72,00 | 145,00 |
| EL | Greece | 82,00 | 140,00 | PT | Portugal | 84,00 | 120,00 |
| ES | Spain | 87,00 | 125,00 | RO | Romania | 60,00 | 170,00 |
| 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 |

2.2.2 Travel expenses

Travel expenses shall be reimbursed following the provisions of Article II.7.3.

3. Additional provision

It is understood that the Parts “Fees and Direct Costs” and “Reimbursable Expenses” are set as provisions only. They constitute a maximum for the overall cumulative value of all services rendered by the Contractor under the present Contract – they will be due only if services are actually rendered to the Commission according to this Contract and its Annexes, both in quantity and in quality.

ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

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

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

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

Local supplies and services

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

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, par. 3.3, VAT Code).
The European 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 European 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 European 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 European 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 European 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 the Director General of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

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

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

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

Not applicable to the present Contract.

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

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

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