



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration

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### Service Contract

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*Contract title*

**Organisation and co-ordination of a European Network on Free Movement of Workers within the European Union**

*Contract reference No*

**VC/2007/0280**

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

*Contractor*

.....  
.....

#### Other administrative information

*Department*

**DG EMPL/E/3**

*Prior information*

O.J. ref. No of notice publication: .....

*Call for tender*

DG EMPL ref. No: VT/2007/019 of .....

*Tender information*

O.J. ref. No of notice publication: .....

*EPIC*

Record No: ...../.../.....

*Service category*

No: A21

#### Other accounting information

*Commitment No*

**SI2. ....**

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

*Type of Contract*

V/SE/SEC02

The European 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 Jerome VIGNON,  
Director - EMPL/E, 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/2007/019 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.

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## I. **Special conditions**

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

**I.1.1.** The subject of the Contract is: **Organisation and co-ordination of a European Network on Free Movement of Workers within the European Union.**

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

### Article I.2 **Duration**

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

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

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

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

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

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

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

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

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

Not applicable.

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

Not applicable.

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

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the

invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default 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 30% of the total amount referred to in Article I.3.1 shall be made.

#### **I.4.2. Interim payment**

Requests for interim payment by the Contractor shall be admissible if accompanied by

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,

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 40% of the total amount referred to in Article I.3.1, shall be made.

#### **I.4.3. Payment of the balance**

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

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,

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 <sup>1</sup>, identified <sup>2</sup> as follows:

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

### **Article I.6 General administrative provisions**

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

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<sup>1</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>2</sup> By a document issued or certified by the bank.

**Commission**

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

**Contractor**

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

**Article I.7 Applicable law and settlement of disputes**

**I.7.1.** The Contract shall be governed by 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.

**Data protection**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Employment, Social Affairs and Equal Opportunities DG. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

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## **II. General conditions**

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### **Article II.1 Performance of the Contract**

**II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.

**II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

**II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

**II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.

**II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

**II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

**II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

**II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

## Article II.2 Liability

**II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

**II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

**II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

**II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

**II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

## Article II.3 Conflict of Interests

**II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

**II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3.** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

**II.3.4.** The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

## Article II.4 Payments

### **II.4.1. Pre-financing**

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same article to cover pre-financing under the Contract. Such guarantee

may be replaced by a joint and several guarantee by a third party. The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor). The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

#### **II.4.2. Interim payment**

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

#### **II.4.3. Payment of the balance**

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed. Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

## **Article II.5 General Provisions concerning Payments**

**II.5.1.** Payments shall be deemed to have been made on the date on which the Commission's account is debited.

**II.5.2.** The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount



is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly 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,

Jerome VIGNON

Director - EMPL/E

Employment, Social Affairs and Equal

Opportunities DG

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

..... (date) ..... (date)

In duplicate in English.

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# Tender Specifications and Monitoring

ANNEX I Tender No. VT/2007/019 of .....

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## 1. Title of the contract

Organisation and co-ordination of a European Network on Free Movement of Workers within the European Union

## 2. Background

Freedom of movement of workers is a fundamental right granted by the EC-Treaty to the citizens of the Union. It does not only aim at the creation of a single employment market but has also a significant social dimension. It implies thus the right to social, economic and cultural integration of the Community worker and his/her family in the host Member State. It is an important vehicle for the creation of a true consciousness of European citizenship.

Free movement is a mean of creating a European employment market and of establishing a more flexible and more efficient labour market, to the benefit of workers, employers and Member States. It is common ground that labour mobility allows individuals to improve their job prospects and allows employers to recruit the people they need. It is an important element in achieving efficient labour markets and a high level of employment as demonstrated during the European Year of Workers' mobility 2006.

Freedom of movement of workers, as established 50 years ago by the current Article 39EC, has been subsequently developed by the secondary legislation, notably by Regulation (EEC) 1612/68<sup>3</sup> and Directive 2004/38/EEC<sup>4</sup>. This considerable legal corpus guarantees the rights of the migrant workers and their family members to move and reside freely for work purposes within the EU. The role of the Court of Justice was crucial in the interpretation of the principles of free movement of workers.<sup>5</sup>

However, certain legal and administrative obstacles continue to persist as regards application of the Community norms. It seems essential to eliminate such obstacles and develop thus the potential of free movement in order to allow European citizens to benefit from the internal market.

Moreover, after 2004 and 2007 enlargements, the legal situation is more complex with 27 Member States and transitional measures in place.

The tasks performed by the previous European Network on Free Movement of workers within the EU, which has been active since 2003, has considerably helped the Commission to gather information of the different national legislation and case law and has enhanced the quality of its task of monitoring of compliance with the Community law by the Member States.

The Commission is therefore planning to rely again on a European Network on Free Movement of Workers within the EU to ensure a constant supply of accurate information for all parties active in this area, particularly with regard to compliance with Community law by the national bodies responsible for legislation and its application and the relevant national jurisprudence. Any information or events in the above-mentioned context will, as a matter of course, be collated and made available by the Network. The Commission hopes to help in this way to improve the situation of people moving within the European Union.

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<sup>3</sup> Regulation (EEC) No 1612/68 of the Council of 15 October 1968 on freedom of movement for workers within the Community (OJ L 257 of 19.10.1968, p. 2).

<sup>4</sup> European Parliament and Council Directive 2004/38 of 29 April 2004 on the right of citizens of the European Union and their family members to move and reside freely within the territory of the EU (JOL 158 du 30 04 2004 repealing Directive 68/360 ECC).

<sup>5</sup> Communication from the Commission "Free movement of workers – achieving the full benefits and potential" [COM(2002) 694 final].

### 3. Subject of the contract

The contract to be awarded concerns the organisation and co-ordination of a European Network on Free Movement of Workers within the European Union. The function of this Network will be to monitor developments in legislation, application and national courts' practice of EU law on freedom of movement for workers<sup>6</sup>, mainly through the elaboration every year of 27 national reports for each Member State of 1 consolidated European report on legal developments in the EU Member States ; the organisation of a legal conference presenting the outcomes as well as through responding to any request of the Commission in relation to the application of Community law on free movement of workers in a given Member State.

The activities will be carried out under the direct supervision and responsibility of Unit E/3, Directorate General for DG Employment, Social Affairs and Equal Opportunities.

### 4. Tasks to be carried out by the contractor

Services required under the contract will include:

**Task 1** – Proposing of 27 national experts on free movement of workers (in principle, one per Member State) specialising in the field of application of the Regulation 1612/68 and Directive 2004/38, with a view to creating a network with complete technical and geographical coverage in the above-mentioned areas.

**Task 2** – Administrative and financial management of subcontractors (national experts): the contracts with these experts will be concluded by and on the responsibility of the co-ordinator, who will be responsible for their administrative and financial management. These contracts must give precise details of the tasks to be accomplished.

**Task 3** – Monitoring, co-ordination and all necessary back-up for the network created. In particular, the co-ordinator will be responsible for close monitoring of the experts' activities through regular and intensive contact. The co-ordinator will assist the experts in gathering data and complementary information on developments in the field of free movement of salaried workers.

**Task 4** – Production every year of 27 National Reports and delivery in an electronic print-ready form (PDF format) as well as paper versions (3 copies each).

It is emphasised that the national and European reports would be annual and would cover respectively the years 2007, 2008, 2009 and 2010.

The national reports should be submitted to the Commission in English at least. The first drafts should be submitted not later than 5 months after the signature of the contract by both parties.

The national reports submitted by the experts must cover at least the table of contents listed below.

The reports shall concern mainly the implementation of Community legal texts, their application by the administrative authorities as well as by national courts in the concerned Member States during the year of reference, the effective impact of free movement, problems encountered as well as perspectives of infra-community labour mobility.

The reports should cover in principle the beneficiaries of Community law in the area of labour mobility. Freedom of movement benefits mainly to the citizens of the Union and to the members of their family. Nationals of third countries are also concerned insofar they are covered by agreements concluded between the Community or the Community and its Member States on one side and their country of origin on the other side.

Community law on free movement of workers applies in a variety of areas concerning, in particular, entry, residence and departure in and from the territory of a Member State, access to employment and its eventual restrictions, equality of treatment of Community workers and the members of their family (as regards, for example, taxation, social, cultural matters etc.).

Major issues arise in respect of employment in the public sector of another Member State. The reports should in particular cover questions related to the access to the public sector (Art 39.4 EC), the recognition of previous professional experience and seniority acquired in another Member State for the purpose of access to the public sector and the determination of professional advantages (e.g. salary) and the recognition of qualifications and diplomas for access to the public sector.

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<sup>6</sup> In particular: Regulation 1612/68, Directive 2004/38.

The reports should provide information on legislative developments in the Member State concerned which may affect free movement of workers. It is also important to refer to relevant administrative circulars and/or practices. The judgements, articles and circulars referred to should be annexed to the reports.

The reports should contain a summary of rulings made during the reference period by national courts (especially the highest ones) in the areas under examination.

The follow-up of the judgements of the Court of Justice should also be dealt with.

National statistics relating to freedom of movement are also useful to the Commission.

The Contractor's duties will include standardising the compilation and communication of these reports for ease of analysis and implementation. The Contractor should carry out the following tasks: linguistic checking, editing, graphic design and lay-out of the reports in order to ensure a harmonised and clear set of reports. The Contractor would be also responsible for controlling the overall quality of the reports and ensuring that the Commission comments are taken into account.

In order to ensure better readability and comparability of the national reports, the national reports' table of contents could be as follows:

## INDICATIVE TABLE OF CONTENTS

### Chapter I: entry, residence, departure

- A. Entry
- B. Residence
- C. Departure

### Chapter II: Access to employment

- A. Equal treatment in access to employment
- B. Language requirement
- C. Recognition of qualifications and diplomas

### Chapter III: Equality of treatment on the basis of nationality-Obstacles to free movement

- A. Working conditions, social and tax advantages
- B. Other obstacles to free movement
- C. Specific issues: frontier workers, sportsmen/sportswomen, maritime sector, researchers, artists
- D. Relationship between Regulation 1408/71 and Article 39 and Regulation 1612/68

### Chapter IV: Employment in the public sector

- A. Access to public sector
- B. Equality of treatment

### Chapter V: Members of the family

- A. Residence rights
- B. Access to work
- C. Access to education and study grants
- D. Other issues concerning equal treatment

### Chapter VI: Relevance/Influence/Follow-up of recent Court of Justice judgements

### Chapter VII: Policies, texts and/or practices of a general nature with repercussions on free movement of workers

### Chapter VIII: EU enlargement

- A. Information on transitional arrangements regarding Member States who joined the EU in 2004
- B. Information on transitional arrangements regarding Member States who joined the EU in 2007

### Chapter IX: Statistics

- A. Duration of mobility
- B. Repartition by gender/branch/skills-qualifications/region
- C. Trends

### Chapter X: Miscellaneous

**Task 5** – Production every year of 1 European Report and delivery in an electronic print-ready form (PDF format) as well as paper versions (20 copies).

It is emphasised that the European reports will be annual and cover respectively the years 2007, 2008, 2009 and 2010.



The Contractor shall produce a European Report on the developments in the field of free movement of workers. This report will follow the contents, format and guidelines developed in close consultation with the Commission.

The report should be submitted to the Commission in English, not later than two months before the end of the 12-calendar month contract's period of performance.

**Task 6** – Providing the Commission with any relevant information.

The Contractor should provide a summary of the most interesting studies, reports and articles published during the year(s) of reference, indicating the name, source and the author, as well as copies of the most important relevant texts (legislations, court rulings, circulars, legal literature, etc.).

The Contractor should also inform the Commission of any seminar, symposium, etc., organised concerning the area under examination.

The Contractor's appreciation and observations on national and EU-level developments will be useful to the Commission to form a clear idea of the situation, trends and perspectives.

The contractor may be requested by the Commission to provide information in relation to the application of Community law on free movement of workers in a given Member State at any time.

**Task 7** – The secretarial, translation and communication services needed to perform the duties under the contract adequately.

**Task 8** – Organisation of two yearly meetings.

The first meeting will take place in Brussels in the initial stages of the contract after creation of the network of experts, to inform them of the plan of action, provide all essential information and establish the necessary contacts. The second meeting will take place before the end of the contract period to enable the experts to present the information given in their reports and draw the appropriate conclusions and recommendations from the reports. This second meeting could be organised in the country where the conference is organised (see task 9). Commission's representatives (of Unit E/3 of Directorate General for Employment, Social Affairs and Equal opportunities) must be attending both meetings.

Regarding the 3 possible renewals of the initial contract: the first meeting will then mainly allow to examine and discuss the draft national and European reports and ensure that they are consistent with the work programme as agreed with Unit E/3 of Directorate General for Employment, Social Affairs and Equal opportunities .

**Task 9** – Organisation of a yearly conference presenting the results of the national and European reports.

The conference should be organised at the end of the year in a Member State and should aim at disseminating the results as well as should involve the participation of representatives of national administrations, of social partners, of lawyers and judges) in order to inform them on the evolution of the European legislation and case law and their application in the Member States.

All the expenses arising from the conferences will be included in the total price of the contract.

If, during the contract period, an enlargement of the EU takes place and consequently new Member States participate in this network, an extension of the contract will be made by negotiated procedure according to Article 126(1)(f) of Commission Regulation No. 2342/2002 (EC, Euratom) laying down detailed rules for the implementation of Council Regulation (EC, Euratom) No. 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities<sup>7</sup>

## **5. Professional qualifications required**

See Annex IV.

## **6. Time schedule and reporting**

See Article I.2.

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<sup>7</sup> Official Journal L 357 of 31/12/2002

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

Work may not start until after the signature of the contract by both parties, which it is estimated would be in November 2007. The period of performance will be 12 calendar months from the date of contract signature.

The initial contract may be renewed 3 times for a period of 12 calendar months each only with the express written agreement of the parties before payment of the balance. Renewal does not imply any modification or deferment of existing obligations.

In addition to regular (every month) informal, oral reporting to the DG Employment and Social Affairs project manager on potential problems, ideas, and developments, the Contracted Party shall produce, no later than 5 months after the signature of the contract by both parties, an **Interim Report** assessing overall progress towards the achievement of the key tasks together with the 27 draft national reports.

**Draft Final Report** together with revised national reports and draft European report will be delivered two months before the last day of the contractual period.

**Final Report** will be delivered before the end the contractual period. It will provide a full description of the work carried out, a presentation of the results obtained for the whole period of the performance, as well as any comments, suggestions or recommendations judged useful or necessary by the contractor. The final national reports and European report will be annexed to the Final Report.

**All reporting must be done in English and delivered both on paper and electronically.**

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## 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

<i>Description</i>	<i>Unit price in €</i>	<i>Max. No of units</i>	<i>Unit type</i>	<i>Sub-total per item</i>	<i>Total amounts in €</i>
<b>FEES AND DIRECT COSTS</b> <span style="float: right;"><i>(fixed prices)</i></span>					
<i>Experts' fees (to be specified for each specific task)</i>					<i>0,00</i>
<i>Details</i>	0,00	0	w.d.	0,00	
<i>Travel expenses</i>					<i>0,00</i>
<i>Details</i>	0,00	0	trip	0,00	
<i>Accommodation expenses</i>					<i>0,00</i>
<i>Details</i>	0,00	0	pers..	0,00	
<i>Subsistence expense</i>					<i>0,00</i>
<i>Details</i>	0,00	0	w.d.	0,00	
<i>Other direct costs (to be specified)</i>					<i>0,00</i>
<i>Details</i>	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>
<b>Overall Total</b>					<b>0,00</b>

w.d. =1 working day for 1 expert

### 2. Calculation of amounts due under the present Contract

#### 2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) <sup>8</sup> in the required format(s), but does not include the reimbursable expenses defined below.

*N.B. Duration of the services:* This includes, besides the time necessary for the carrying out of the services themselves, the necessary time for preparatory work, trips and travelling back and forth between the offices of the Contractor and/or the expert(s) and the places where the services are being carried out and for meetings with the services of the Commission, as well as time for the preparation of reports and output documents related to the work.

#### 2.2. Reimbursements

If the reimbursement of expenses is foreseen in the Special Conditions, the Commission will reimburse only:

- the subsistence expenses of the Contractor and his staff,
- travel expenses (other than local transport costs),
- expenses for the shipment of equipment or unaccompanied luggage,

directly connected with performance of the tasks specified in Article I.1. of this Contract.

##### 2.2.1 DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications,

<sup>8</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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.

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## Fiscal provisions regarding invoicing by the Contractor

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Choose 1 out of 4 options:

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

### Local supplies and services

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

#### 1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).  
The 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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