



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

General Coordination, Interinstitutional Relations

Service Contract

Contract title **SERVICE RELATED TO THE EFFECTIVE APPLICATION OF
COMMUNITY LEGISLATION DEVELOPED IN THE SOCIAL
POLICY FIELD**

Contract reference No **VC/2007/0484**
The above title and reference No **must** be quoted in **all** correspondence with
the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/0/1**

Prior information O.J. ref. No of notice publication: NA
Call for tender DG EMPL ref. No: VT/2007/081 of

Tender information O.J. ref. No of notice publication:
EPIC Record No:/...../.....
Service category No:

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 Nicolas GIBERT-MORIN, Head of Unit - EMPL/0/1, 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/2007/081 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: **SERVICE RELATED TO THE EFFECTIVE APPLICATION OF COMMUNITY LEGISLATION DEVELOPED IN THE SOCIAL POLICY FIELD.**

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 0.00 covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

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

In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR 0.01. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.2.1.

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,
- statements of reimbursable expenses in accordance with Article II.7,

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,
- statements of reimbursable expenses in accordance with Article II.7,

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

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

² By a document issued or certified by the bank.

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/0/1
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.

Other additional special conditions

Guidance on how the tasks shall be delivered

The PROGRESS Programme aims at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that its proposed team and/or staff respects the gender balance at all levels. It will also pay due attention when appropriate to the gender dimension of the service he is asked to deliver as detailed in the description of tasks.

Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. This will in particular entail that where the Contractor organises training sessions, conference,

issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or the services provided. Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. This entails that the Contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability. The Contractor will be required to detail in its final activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions.

Compulsory mentions related to the EU Community source of funding

In accordance with the general conditions, the contractor is under the obligation to acknowledge that the present service is delivered on behalf of the Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars, as follows:

"This (publication, conference, training session) is financed by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme was established to support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

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

The Programme has six general objectives. These are:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

For more information see:

http://ec.europa.eu/employment_social/progress/index_en.html

For publications it is also necessary to include the following reference:

"The information contained in this publication does not necessarily reflect the position or opinion of the European Commission".

Provisions related to the repetition of similar services entrusted to the economic operator awarded the initial contract by the same contracting authority, provided that these services or works conform to a basic project

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,

Nicolas GIBERT-MORIN

Head of Unit - EMPL/0/1

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/2007/081 of

1. Background

1.1. The European Social Context

The European Union has a fundamental role to play in the development of a modern, innovative and sustainable Social Europe with more and better jobs in an inclusive society based on respect of fundamental rights and equal opportunities. Article 2 of the Treaty states that the Community shall have as part of its tasks that of promoting a high level of employment and of social protection and the raising of the standard of living and quality of life throughout the Community and economic and social cohesion.

The Lisbon European Council has agreed on a strategic goal for the Union to build a competitive and dynamic knowledge-based economy capable of sustaining economic growth with more and better jobs and greater social cohesion. In its Social Agenda (2005-2010), EU roadmap in the employment and social sphere as part of the overall Lisbon Strategy, the Union has fixed as its overall strategic goal to promote more and better jobs and to offer equal opportunities for all.

Many policies in these areas are primarily a matter for the individual Member States. Yet, all these national social policies share some commonalities as the Barcelona European Council put it. The Barcelona European Council defined the European social model as being "based on good economic performance, a high level of social protection and education and social dialogue. An active welfare state should encourage people to work, as employment is the best guarantee against social exclusion."

While, the European social model is shaped by the diversity of national policies and practices, the EU contributes where it can add value and within the limits of the Treaty provisions. Today, EU social policy builds on a solid basis which has been evolving since the 1970s. At its roots, this development is a response to changing needs for EU level action over the last few decades. The launch of the Internal Market highlighted the need to ensure minimum social standards to create a level-playing field for business and workers. It also triggered political efforts to enhance regional cohesion, which has become more important with the accession of poorer Member States.

Economic integration also brought about a convergence of challenges across Member States in many areas of economic, employment and social reform. Moving towards common objectives and learning from each other has therefore become increasingly important for the Member States.

This is particularly important in order to adapt to the fast changing global economy, technological innovation, and demographic ageing, as is highlighted by the Lisbon Strategy for growth and jobs. Demographic ageing calls for new forms of solidarity among generations. This includes increased efforts to fully tap the labour potential of people throughout their lives, and related efforts to enhance quality at work, investment in human capital and equal opportunities, as well as to step up the modernisation of social protection systems. Technological progress and globalisation both accelerate the impact of economic and social change. They underline the need to adapt working patterns, anticipate and manage restructuring, invest in the skills needed in the knowledge economy, and to encourage social partners to strike a better balance between flexibility and security. These changes will also have an impact on the need for social protection.

To help tackle all these challenges, EU social policy combines a mix of instruments to support the Member States:

- The European Social Fund was the first Structural Fund established at European level, and is now becoming more important than ever. It is particularly vital to the EU's efforts to boost investment in human capital as a key driver for success in the Lisbon agenda.
- Legislation establishes minimum social standards and basic rights at European level, while creating a level-playing field for business across the Internal Market.
- Social dialogue plays an important role in EU legislation, as social partners are encouraged to find negotiated solutions. The EU promotes the autonomous dialogue between employers and trade unions and involves them in a 'tripartite' dialogue with EU institutions.
- The open method of coordination (OMC) helps national policies to progress towards common European goals while leaving the Member States the choice of how to achieve them. It is a key instrument of the Lisbon Strategy, co-ordinating the Member States' policies in the economic, employment, social protection and social inclusion areas.
- Partnership is key to governance in EU social policy, not just among institutions at all levels and social partners, but also in dialogue with civil society.

1.2. Community legislation developed on social policy

Legislation in the social policy area is at the core of the European social model because it fixes minimum requirements in situations where people might otherwise be exposed to risks that would endanger their fundamental rights or freedoms, their health and prosperity or even their lives. The Member States have developed complex legal systems in the social policy area, with a diversity of legal approaches and practices, while also promoting shared values.

Moreover, within the Internal Market, establishing minimum social standards, basic rights and free-movement of workers at European level follows the economic logic of creating a level playing field for businesses, while contributing also to social cohesion. In addition, certain issues are intrinsically of trans-national character allowing their regulation only at European level, like establishing European Work Councils or issuing a European health insurance card, to quote just two examples.

To be precise, the EC Treaty establishes four distinct areas of EU legislation in the social policy area (not including the legislation regulating the ESF): equal treatment for men and women in the employment area (Article 141 TEC); anti-discrimination provisions to protect people exposed to discrimination on the grounds of sex, racial or ethnic origin, religion or belief, disability, age or sexual orientation (Article 13 TEC); free movement of workers (Articles 39 and 40 TEC); protection of health and safety of workers, labour law and working conditions and information and consultation of workers (Articles 137-139 TEC).

The first two areas listed above deal with aspects of fundamental rights derived from internationally recognised human rights instruments. The purpose is to lay down standards in the EU to put into effect the principle of equal treatment between men and women and prohibit discrimination on the grounds listed in Article 13 TEC. Despite remaining obstacles, EU legislation has triggered progress of gender equality in employment and has considerable impact on anti-discrimination policies in the Member States). The third area of EU law implements the Treaty provisions on free movement of workers, one of the four fundamental freedoms enshrined in the EC Treaty, which is crucial to tapping the full potential of the Internal Market. Please note that the present service does not cover this area of Community legislation.

The bulk of EU legislation in the social policy area has been adopted in the fourth area of EU law by fixing minimum requirements for the protection of health and safety of workers, labour law and working conditions and information and consultation of workers. EU legislation on health and safety at the workplace has contributed largely to reducing the number of work-related accidents and illnesses in the Member States. It has allowed European businesses to compete on a level playing field based on price and product quality and not by putting workers' lives and health or their livelihoods at risk. Other parts of the legislation concern the protection of workers where their work relationship is of a particular nature (e.g. part time work, fixed term work, posting of workers, young people at work) or undergoes important changes which put workers in a vulnerable position (e.g. transfer of undertakings, insolvency

of the employer, collective redundancies). Finally, EU legislation promotes the information and consultation of workers and their involvement through the European Works Councils, which is increasingly important to anticipate and manage change. EU legislation is therefore key to protecting fundamental rights and freedoms as well as establishing a common basis with minimum requirements for the protection of health and safety of workers, labour law and working conditions and information and consultation of workers in a number of situations where workers are exposed to particular risks.

It also promotes a governance model that gives preference to negotiated solutions by the social partners, which is particular for EU legislation in the social policy area and constitutes an important feature of the European social model. For the bulk of EU legislation in this area, prior consultation of the social partners at European level is required under Article 138 TEC and, in addition, the social partners must be given the opportunity to negotiate on the subject matter before any legislation may be adopted. If the social partners succeed in negotiating an agreement, they can request that it be implemented by a Council decision (in practice so far by Council directives), which gives the agreement binding force and makes it generally applicable. This was the case with their agreements on parental leave, part-time work, fixed-term work and on working time for specific sectors (seafarers, civil aviation, interoperable workers in the railway sector).

1.3. Effective application of Community legislation

The effectiveness of EU law is largely determined by its implementation at national, regional and local levels. The implementation of the Community legislation has generated a substantial amount of jurisprudence. The implementation of the Community legislation has in the first place to be guaranteed at national level.

At present, however, deficient application and enforcement remains a major problem. This is illustrated by a growing number of infringement cases as well as a steadily increasing number of complaints concerning instances of non-compliance with Community law, that are being investigated by the European Commission. The need for improved implementation has thus been recognised as a key priority, most notably in the context of the Better regulation agenda. It calls for measures to improve respect for Community rules on the protection of workers and citizens' rights, the promotion of improved standards of inspection, monitoring and enforcement by Member States and a more systematic review of the application of EU legislation across the Member States.

The Communication on "A Europe of Results – Applying Community law"³ underscores the need to develop work to ensure that Community law is correctly applied and implemented and that citizens' enquiries and complaints are handled well. This involves more co-operation in preventing problems from arising, dealing more effectively with problems that arise and resolving identified infringements more quickly, while enhancing transparency and information exchange. It also involves better integration of implementation and enforcement considerations throughout the policy cycle – from design of laws through the adoption process to evaluation of results. Ultimately, it calls for a reinforcement of training and other guidance material among legal practitioners at EU and national levels that will facilitate the effective application of Community law.

The field of Community legislation may at times be experienced as complex and difficult to interpret by national authorities and institutions, national courts and other interested parties. In the Member States this involves public authorities, competent public institutions such as equality bodies, labour inspectorates.

1.4 The Community programme for Employment and Social Solidarity - PROGRESS

The Decision n°1672/2006 establishing a Community programme for employment and social solidarity – PROGRESS was adopted by the European Parliament and the Council on 24 October and published in the OJ on 15 November.

PROGRESS overall aim is to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

³ COM (2007) 502 final

PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, *PROGRESS*:

- provides analysis and policy advice on *PROGRESS* policy areas;
- monitors and reports on the implementation of EU legislation and policies in *PROGRESS* policy areas;
- promotes policy transfer, learning and support among Member States on EU objectives and priorities;
- relays the views of the stakeholders and society at large.

More specifically, *PROGRESS* supports:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- (4) the effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- (5) the effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

It is divided up into five policy sections which are (1) Employment, (2) Social inclusion and social protection, (3) Working conditions, (4) Non-discrimination and (5) Gender Equality.

Against this background, *PROGRESS* pursues the following general objectives, as set out in article 2.1 of the Decision:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

The present Call for tenders is issued in the context of the implementation of the 2007 annual plan of work which is consultable at http://ec.europa.eu/employment_social/progress/docs_en.html

2. Purpose of the Contract

The contract to be awarded concerns, in relation to the Community legislation developed on gender equality, non-discrimination, protection of health and safety of workers, labour law and working conditions and information and consultation of workers⁴.

1. The identification, analysis and reporting on problems that would impair the effective application of Community legislation and on good practices developed at EU level or in the Member states;
2. Assistance with the establishment of methodological work pertaining to the measurement of effective application of Community law;
3. The organisation of a EU legal conference in Brussels or in another participating country.

⁴ Areas related to social security coordination do not fall within the scope of the present service

3. Tasks to be performed by the Contractor

TASK 1: IDENTIFICATION, ANALYSIS AND REPORTING ON PROBLEMS THAT WOULD IMPAIR THE EFFECTIVE APPLICATION OF COMMUNITY LEGISLATION AND ON GOOD PRACTICES DEVELOPED AT EU LEVEL OR IN THE MEMBER STATES

The report should build in the first place on information available to the Contractor, such as developments in relevant national case law and the examination of Commission reports on the application of EU legislation and on national legal reports provided among others by EU legal national experts' networks on the implementation of Community legislation. Other sources of information material (such as reviews, books and articles of legal EU and national academics, United Nations Human Rights Committees' or Council of Europe's reports) shall also be considered.

The report shall present its findings in a concise manner. It shall present each problem by a clear description of the factual and legal facts that are pertinent for the understanding of the problem. The report shall analyse the problem in relation to national and Community law and suggest, if possible, the solutions that seems appropriate. Identification of problems does not concern legal issues related to interpretation or incorrect application of specific Community provisions. Rather, problems pertain to the lack or the weakness of an enabling environment that would be supportive of an effective application of EU law (such as low level of awareness on Community provisions among national policy-makers and/or legal practitioners, or inadequate trainings offered to national judges or prosecutors, etc). Specific case studies covering a selected sample of Community legislation could help deepen the understanding of the problems impairing an effective application of Community legislation. In addition, it shall report on the identification of good practices developed either in other Community fields or at national levels along the same lines as developed in the previous sentence. Finally, the report shall consider possible actions that could be favoured or encouraged in order to improve the application of Community legislation in the Member States.

The report will consist of:

- A full report delivered at least in English, French and German. The maximum length of the final text should be not more than 100 pages. It should address all issues mentioned above (i.e. identification of problems backed by appropriate case studies, identification of good practices and of possible courses of remedial action). The text should be provided to the European Commission in Word and charts in Excel. It should be accompanied by appropriate annexes. The report should be ready for editing in the requested linguistic versions and should bear the compulsory provisions as indicated below. ;
- A synthesis available in all Community languages. The maximum length of the final text should be not more than 15 pages.
- Presentation of the key points in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German.
- An executive summary in 5/6 pages and in English, French and German together with powerpoint presentations presenting the context, main findings and recommendations in English.

Jargon should be avoided and linguistic versions should be at least checked by native speakers. The printing and distribution of the report are not covered by this call for tender. The draft report, synthesis and its executive summary should be submitted to the Commission in English, no later than five months before the end of the contract's period of performance. Once approved by the Contracting Authority, the final report shall be delivered in an electronic print-ready form (PDF format) as well as paper versions (10 copies) in the requested Community languages within two months.

TASK 2: ASSISTANCE WITH THE ESTABLISHMENT OF METHODOLOGICAL WORK PERTAINING TO THE MEASUREMENT OF EFFECTIVE APPLICATION OF COMMUNITY LAW

In addition to this report, the Contractor will also be asked to undertake some methodological work pertaining to the measurement of effective application of EU legislation. This would mean as a first step to undertake a literature review of existing methodological work on measurement of application

and impact of legislation (EU or national) in achieving better economic and social outcomes for citizens. Comparative analysis covering third countries shall also be envisaged in that respect.

The report will consist of:

- A full report delivered at least in English, French and German. The maximum length of the final text should be not more than 30 pages. The text should be provided to the European Commission in Word and charts in Excel. It should be accompanied by appropriate annexes. The report should be ready for editing in the requested linguistic versions and should bear the compulsory provisions as indicated below. ;
- An executive summary in 5/6 pages and in English, French and German together with powerpoint presentations presenting the context, main findings and recommendations in English
- Presentation of the key points in one page and in all Community languages. Key points should be concise, sharp and easily understandable.

Jargon should be avoided and linguistic versions should be at least checked by native speakers. The printing and distribution of the report are not covered by this call for tender. The draft report and its executive summary should be submitted to the Commission in English, no later than three months before the end of the contract's period of performance. Once approved by the Contracting Authority, the final report shall be delivered in an electronic print-ready form (PDF format) as well as paper versions (5 copies). Once approved by the Contracting Authority, the final report shall be delivered in an electronic print-ready form (PDF format) as well as paper versions (10 copies) in the requested Community languages within one month.

TASK 3- ORGANISATION OF AN ANNUAL EU LEGAL CONFERENCE ON MATTERS RELATED TO APPLICATION OF COMMUNITY LEGISLATION

This one and a half-day conference should bring together relevant and qualified parties and should aim at disseminating and discussing the results of the activities carried out under tasks 1 and 2, with a particular emphasis on the good practices identified. It will be organised at least one month before the conclusion of the period of performance.

Travel and accommodation costs for up to 250 participants should be budgeted for in the response to this call for tender. As regards this task, participants should come from EU Member States, the EFTA-EEA countries, the candidate countries as well as Serbia.

The contractor will be responsible for:

- Identifying an appropriate venue (four star or equivalent, accessible for disabled participants) in Brussels or in one of the EU Member States;
- Reserving meeting rooms (plenary plus three to four working groups);
- Providing for hostesses for the reception and throughout the event;
- Providing for a photographer to cover the conference and the dinner;
- Organising a gala-dinner including organising the transfer by bus from the hotel to the dinner place (in case it is not hosted in the hotel) ;
- Organising interpretation for the plenary and working group meetings (English, French, German);
- Drafting and translating the conference agenda (English, French, German). The notice and the agenda must be sent to the participants at least five weeks before the date of the meetings in order to stimulate the discussions;
- Drafting and translating discussion papers of maximum ten pages each for the working group meetings to be provided in English, French and German;
- Preparing and arranging the working documents for distribution to the participants (one full set per participant);
- Making the conference agenda available in Brail language (if needed);
- Contacting and inviting potential speakers;
- Preparing the carry-names for the speakers;
- Sending invitations to participants;

- Handling the reservation of accommodation and flights for participants (costs of up to 250 participants to be reimbursed by the contractor);
- Following-up and managing the registration of the participants;
- Preparing the badges for the participants;
- Drafting and translating (English, French, German) the final report of the conference.

4. Expertise required ⁵

See Annex IV.

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

In addition to the reports due to be delivered under tasks 1 and 2, the selected contractor will comply with the following specific additional reporting:

The Contracting Party shall produce a short Interim Activity Report assessing overall progress towards the achievement of the key tasks over the first six months of the contract period, as well as any comments, suggestions or recommendations judged useful or necessary by the contractor. The Final Interim Activity Report should be delivered no later than six (6) months after the signature of the contract.

A Draft Final Activity Report should be delivered no later than two weeks before the last day of the period of performance of the contract.

The Final Activity Report shall be presented no later than the last day of the period of performance of the contract. It shall provide a full description of the work carried out, a presentation of the results obtained for the whole period of the performance, and any comments, suggestions or recommendations judged useful or necessary by the contractor. The Contractor will also detail the steps and achievements it made towards meeting the contractual provisions on equal employment opportunities.

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

See Article I.4.

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

.....

6. Schedule of audits to be carried out in accordance with Article II.17 of this Contract

.....

7. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

⁵ See Article II.1 as regards the replacement of experts.

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document: pages.

Draft
Draft

ANNEX III Breakdown of prices

1. Breakdown of prices

<i>Description</i>	<i>Unit price in €</i>	<i>Max. No of units</i>	<i>Unit type</i>	<i>Sub-total per item</i>	<i>Total amounts in €</i>
FEES AND DIRECT COSTS (fixed prices)					
<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>Other direct costs (to be specified)</i>					<i>0,00</i>
<i>Travel expenses</i>	0,00	0	<i>trip</i>	0,00	
<i>Accommodation expenses</i>			<i>pers</i>		
<i>Subsistence expense</i>			<i>w.d</i>		
<i>Expenses for the shipment of equipment or unaccompanied luggage</i>			<i>unit</i>		
<i>Translation costs</i>			<i>unit</i>		
<i>Interpretation costs</i>			<i>unit</i>		
<i>Other direct costs (to be specified)</i>					
Sub-total "Fees and Direct Costs" (Art. I.3.1)					0,00
REIMBURSABLE EXPENSES (max. prices)					
<i>Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)</i>					
<i>Calculation base</i>	0,00				
<i>Contingencies: approx. % of calculation base</i>		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

Additional information to the Breakdown of prices

See attached document: pages.

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) ⁶ 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.

⁶ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

2.2. Reimbursements

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

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

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

2.2.1 DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries. They will be paid for each calendar day spent on mission away from the usual place of work, provided that the corresponding assignment is of a short-term nature. The DSA will vary according to the country in which the missions are to be carried out.

Daily subsistence allowances (DSA) are to be calculated as follows according to the length of the mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: 0.5 DSA;
- more than 12 hours, but not more than 24 hours: 1 DSA;
- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

The agreed rates (in EUR per calendar day) to be used for the purposes of the present Contract are set as follows:

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>
xx	

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, § 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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