



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Equality between Men and Women, Action against Discrimination, Civil Society  
**Equality between Men and Women**

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## Study Service Contract

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*Contract title* **Study on non-legislative initiatives for companies to promote gender equality at the workplace**

*Contract reference No* **VC/2008/0348**

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

*Contractor* .....  
.....

### Other administrative information

*Department* **DG EMPL/G/1**

*Prior information* O.J. ref. No of notice publication: .....

*Call for tender* DG EMPL ref. No: VT/2008/037 of .....

*Tender information* O.J. ref. No of notice publication: .....

*EPIC* Record No: ...../.../.....

*Databases* SMART record No: .....

*Service category* No: A11

### Other accounting information

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

*Type of Contract* V/SE/STUSEC02

The European Community (hereinafter referred to as “**the Community**”),  
represented by the Commission of the European Communities (hereinafter referred to as “**the Commission**”),  
which is represented for the purposes of the signature of this Contract by Fay DEVONIC, Head  
of Unit - EMPL/G/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/2008/037 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 the following study: **Study on non-legislative initiatives for companies to promote gender equality at the workplace.**

**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 20 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

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

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

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

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

Not applicable.

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

Not applicable.

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

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

#### **I.4.1. Pre-financing**

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 20% of the total amount referred to in Article I.3.1 shall be made.

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

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

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

provided the report has been approved by the Commission.

The Commission shall have 60 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 60% of the total amount referred to in Article I.3.1, shall be made.

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

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

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

provided the report has been approved by the Commission.

The Commission shall have 60 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 shall be made.

#### **I.4.4. Performance guarantee**

Not applicable.

### **Article I.5 Bank account**

Payments shall be made to the Contractor's bank account denominated in euro <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:

#### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/G/1  
B-1049 Brussels (Belgium)

<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.

**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 60 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 60 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**

The request for the interim payment can be submitted only after the Commission has approved the second interim report presenting the case studies conducted as described under point 6 (task 3 in point 4) of Annex I.

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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 and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

**II.5.3.** In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

## Article II.6 Recovery

**II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

**II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

**II.6.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the 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 acknowledgement 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,  
Fay DEVONIC  
Head of Unit - EMPL/G/1  
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/2008/037 of .....

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### 1. Background

The Social Agenda (2005-2010) has set itself the overall strategic goal of promoting more and better jobs and offering equal opportunities for all. Achieving this relies on a combination of instruments, including EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

Decision No 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 Official Journal on 15 November.

The purpose of the PROGRESS programme is to support the core functions of the European Community relating to the fulfilment of its Treaty-delegated tasks and the exercising of the powers conferred on it in the fields of employment and social affairs. The intention 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 will be instrumental in:

- providing analysis and advice on PROGRESS policy areas;
- monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;
- promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- relaying the views of stakeholders and society at large.

More specifically, PROGRESS will support:

- (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 the promotion of its mainstreaming in all Community policies (section 5).

This invitation to tender is issued in the context of implementing the 2008 annual work programme, which can be consulted at:

[http://ec.europa.eu/employment\\_social/progress/docs\\_en.html](http://ec.europa.eu/employment_social/progress/docs_en.html).

## 2. Purpose of the Contract

### The situation of women and men on the labour market

Gender equality is a fundamental value of the European Union and a necessary condition for the achievement of the EU's objectives of growth, employment and social cohesion. Female employment rates have risen strongly over recent years and now constitute a real force for growth in employment in Europe. However, women are still at a disadvantage on the labour market. Labour market segregation and inequalities in working arrangements persist, and this is reflected in a significant, continuing gender pay gap.

As emphasised in the 2008 report on equality between women and men<sup>3</sup>, the employment rate for women (57.2% in the EU-25 in 2006), though rising, is still lower than that for men (71.6%).

The labour market remains compartmentalised. Growth in female employment can be seen mainly in sectors and occupations already primarily feminine, such as public administration, education, health and social welfare. *Almost 80% of persons working in health care and social welfare and more than 70% in education are women, who also represent more than 60% of those working in retail trade*<sup>4</sup>. Moreover, half of female workers are compartmentalised in low-status, low-pay occupations. *In 2005, in the EU-25, sales assistant was the largest occupational category for women in the EU, accounting for 8% of total female employment, but only the tenth largest for men (less than 3%). Moreover, the next largest categories of employment were domestic assistance and nursing/care work, accounting for around 7 to 8% of female workers but just 1% or less of male workers. Given that another 4% of women are employed as catering service workers, over 25% of women in employment work in just four relatively low-skilled occupational categories. These four occupations represent just 6% of male employment.* Indicators on occupational and sectoral segregation<sup>5</sup> by sex therefore show no sign of a significant decline.

There is also a persistent imbalance between women and men in decision-making positions. In 2006, women represented just 32.6% of managers. Even though women are becoming ever more qualified (representing almost 60% of new university graduates in the EU), they still encounter major difficulties in reaching responsible positions in political and economic life and, in particular, the highest-level positions<sup>6</sup>.

The gender gap also persists in the area of part-time work: in 2007, 31.4% of working women worked part-time in the EU, compared to just 7.8% of working men. Although this may reflect personal preferences, the pronounced gap between the sexes also shows that men and women do not use their time in the same way. It also shows that women tend to be the ones to look after dependent family members and that they find it more difficult to reconcile work and family life.

The segregation of the labour market, the difficulties in reconciling work and family life, the continuing existence of stereotypes, also in the choice of fields of education and on the labour market and in companies are all factors shoring up the persisting gender pay gap. In the EU, women earn an average of 15% less than men for every hour worked.

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<sup>3</sup> COM(2008) 10.

<sup>4</sup> EUROSTAT, Statistics in focus "The concentration of men and women in sectors of activity" 2007

<sup>5</sup>To calculate sectoral segregation by gender, the average national share of employment for women and men is applied to each sector, the differences are added up to produce a total amount of gender imbalance, expressed as a percentage of total employment (NACE nomenclature). Occupational segregation between the sexes is found by adding together the differences in the average national share of employment for men and women applied to each occupation (ISCO nomenclature).

<sup>6</sup> [http://ec.europa.eu/employment\\_social/women\\_men\\_stats/index\\_en.htm](http://ec.europa.eu/employment_social/women_men_stats/index_en.htm)



## Framework of Community Action

There have been many policy responses to this imbalance at Community level. A significant body of law has been developed to combat discrimination and guarantee equal treatment. Non-legislative measures have also contributed to promoting equality between men and women at the workplace.

Since 1997, gender equality has been an important part of the European Employment Strategy and this is still the case since it was integrated in 2005 in the "Renewed strategy for growth and jobs" with Integrated Guidelines for the period 2005-08, and in the new Guidelines proposed by the Commission for 2008-10<sup>7</sup>.

Under the fifth action programme<sup>8</sup> concerning the Framework Strategy on Gender Equality (2001-2006)<sup>9</sup>, the European Commission funded many projects tackling various issues (pay gaps<sup>10</sup>, reconciling work and family life, stereotypes<sup>11</sup>, etc.).

The Roadmap for equality between women and men<sup>12</sup>, which sets the framework for the Commission's work, identifies priority areas for the Union's action on gender equality. Equal economic independence for women and men, the reconciliation of work and private and family life, the balanced participation of women and men in decision-making, the elimination of gender stereotypes in society and on the labour market are four priority areas where the action taken must contribute to equality between men and women at the workplace.

The Community database on women and men in decision-making<sup>13</sup> provides relevant and up-to-date statistics and contributes to raising awareness of the unequal situation of men and women in positions of power. A project to raise the awareness of companies about gender stereotypes is under way.

In its Communication on "Tackling the pay gap between women and men"<sup>14</sup>, the Commission highlights and encourages initiatives in the Member States to support the efforts of employers, in particular the promotion of labels awarded to companies whose practices in this area and whose management of human resources promote gender equality.

## The European social partners:

In March 2005, the European social partners adopted a framework of action on gender equality<sup>15</sup>. The two follow-up reports in 2006<sup>16</sup> and 2007<sup>17</sup> mention a large number of activities to contribute to gender equality at the workplace.

It should be noted too that, beyond gender equality, the concept of diversity in employment<sup>18</sup> has become an issue for public debate in the 27 EU Member States over

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<sup>7</sup> The aim of guideline 18 is to promote a lifecycle-based approach to work which increases female employment and reduces gender inequalities in employment, unemployment and pay. The need for better reconciliation of work and private life and the provision of accessible and affordable childcare facilities and care for other dependants are also mentioned.

<sup>8</sup> Decision 2001/51/EC

<sup>9</sup> COM(2000)335 final

<sup>10</sup> [http://ec.europa.eu/employment\\_social/publications/2007/ke7606199\\_en.pdf](http://ec.europa.eu/employment_social/publications/2007/ke7606199_en.pdf)

<sup>11</sup> [http://ec.europa.eu/employment\\_social/emplweb/gender\\_equality/index\\_en.cfm](http://ec.europa.eu/employment_social/emplweb/gender_equality/index_en.cfm)

<sup>12</sup> COM(2006)092

<sup>13</sup> [http://ec.europa.eu/employment\\_social/women\\_men\\_stats/index\\_en.htm](http://ec.europa.eu/employment_social/women_men_stats/index_en.htm)

<sup>14</sup> COM(2007)424

<sup>15</sup> [http://ec.europa.eu/employment\\_social/news/2005/mar/gender\\_equality\\_en.pdf](http://ec.europa.eu/employment_social/news/2005/mar/gender_equality_en.pdf)

<sup>16</sup> [http://ec.europa.eu/employment\\_social/social\\_dialogue/docs/fram\\_actions\\_gender\\_1streport06\\_en.pdf](http://ec.europa.eu/employment_social/social_dialogue/docs/fram_actions_gender_1streport06_en.pdf)

<sup>17</sup> [http://ec.europa.eu/employment\\_social/social\\_dialogue/docs/fram\\_actions\\_gender\\_2ndreport07\\_en.pdf](http://ec.europa.eu/employment_social/social_dialogue/docs/fram_actions_gender_2ndreport07_en.pdf)

<sup>18</sup> The management of diversity in employment is a way of managing human resources in such a way as to prevent discrimination on the grounds of sex, race or ethnic origin, religion or belief, disability, age and/or sexual orientation)

recent years. In 2005, a study on "The Business Case for Diversity"<sup>19</sup> was conducted on the European Commission's behalf, and a new study is under way<sup>20</sup> on managing diversity within companies, including diversity charters.

### Action taken at national level targeting companies on the issue of gender equality

Many national laws have been framed on the basis of the Community acquis in this area. However, gender inequalities on the labour market persist. Greater awareness of the economic and social impact of inequalities on the labour market and in companies have led the national authorities, the social partners and other players on the labour market to develop tools to manage, measure, communicate and reward good practices in social policy and in the gender equality field in particular.

These tools include, first of all, those taking the form of "label", of various forms and names (certificate, audit, prize, programme, etc.), for example the "*label égalité*" in France, the "certification scheme of family-friendly companies" in Slovenia, or the "*Familie und Beruf Audit*" in Austria.

These tools consist of defining a strategy and taking measures. They promote companies' commitment to promote gender equality in a more or less sustainable way.

They are usually managed by the national authorities. There are sometimes independent initiatives, too. For example, the "Total e-quality award" in Germany is managed by Total e-quality Deutschland e.v., whose founder members represent various organisations such as the trade union confederation, the federation of employers, certain federal ministries and institutes.

These labels or other prizes/certificates can be awarded to public or private companies. They are based on voluntary initiatives taken by the company.

The evaluation procedures have different levels of complexity: there may just be a checklist, to be completed by the employer and evaluated by an independent jury, as is the case for the "Total e-quality award". Sometimes, the company also has to allow itself to be tested by the label's managing authority, as is the case for the OPTIMA programme in Spain: objectives, an action plan and assessment criteria are established by common accord and the label is not awarded until the successful accomplishment of the action plan has been verified.

Some of these tools have existed for a decade or so, whilst others are pilot projects, such as the "*Label égalité diversité*" in Belgium. Still others have only just been announced, such as the "*Bollino rosa S.O.N.O.*" in Italy.

There are also other types of tools. The list below, whilst far from exhaustive, gives an overview of the various approaches. These include "charter" type tools which are not exclusively targeted at companies but which constitute a declaration of intent or a step towards the promotion of equality between men and women.

There also exist tools such as the classification of companies, purchase guides, prizes, etc. which are not managed by the national authorities and whose main objective is to inform consumers eager to know about the practices of companies commercializing products of large consumption or job-seekers looking for a company whose culture suits them.

Many other tools have been developed in the context of corporate social responsibility<sup>21</sup>. This wide-ranging group of tools includes guiding principles and codes of conduct, as

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<sup>19</sup> [http://ec.europa.eu/employment\\_social/fundamental\\_rights/pdf/pubst/stud/busicase\\_en.pdf](http://ec.europa.eu/employment_social/fundamental_rights/pdf/pubst/stud/busicase_en.pdf)

<sup>20</sup> [http://ec.europa.eu/employment\\_social/emplweb/tenders/tenders\\_en.cfm?id=1265](http://ec.europa.eu/employment_social/emplweb/tenders/tenders_en.cfm?id=1265)

<sup>21</sup> In 2004, the Commission created an ABC of the main tools of corporate social responsibility: [http://ec.europa.eu/employment\\_social/soc-dial/csr/csr\\_abc.pdf](http://ec.europa.eu/employment_social/soc-dial/csr/csr_abc.pdf). In 2007 it also updated a compendium of national corporate social responsibility policies: [http://ec.europa.eu/employment\\_social/emplweb/csr-matrix/csr\\_matrix\\_en.cfm](http://ec.europa.eu/employment_social/emplweb/csr-matrix/csr_matrix_en.cfm)

well as more complicated screening methods, such as socially responsible investment, but these are not to be studied under this contract.

Ever more tools for companies wishing to promote equality between men and women and improve the position of women at the workplace are being developed by the Member States. Their diversity is astonishing. Whilst some of them enjoy a good reputation and benefit from a degree of visibility because of the length of time they have existed, many others are much less well known. Why were they created in the first place? How do they work? What has been their impact? Does the introduction of tools such as these confer a competitive advantage on companies by allowing their staff to realise their full productive potential, for example? Does the implementation of gender equality practices in a company provide access to new sources of labour, providing a way of dealing with shortfalls? Is it a way of attracting and keeping highly qualified staff? Are there other benefits in terms of recognition, image and/or new openings on the market? Is it better for a company to tackle this issue independently or to sign up to an "obligatory" procedure with a view to obtaining a label or another type of recognition?

All these tools and initiatives need to be analysed in depth so as to gain an exhaustive overview of what already exists, their origin and operation. It is also important to be able to judge how effective they are, their impact and added value on gender equality at the workplace. It is also important to be able to put forward economic arguments to companies as to why they should sign up to these activities.

### **3. Subject of the contract**

#### Objectives

The objective of this study is therefore to dispose of an inventory of and analyse label-type or other initiatives which, by encouraging and highlighting exemplary practices of companies, aim to promote gender equality at the workplace. The study will also look at the origin, operation and results of these initiatives, their effectiveness, impact and added value on equality between women and men at the workplace. It will also highlight the arguments and economic and social benefits, for companies, of undertaking steps of this kind.

#### Expected results

This analysis should have the following results:

- a comprehensive overview of existing initiatives taken by the national authorities, the social partners, networks of companies and other stakeholders;
- better knowledge of the operation, relevance and added value of these different initiatives;
- a comparison between the various types of initiative, in terms of their economic and social impact and their impact on gender equality in particular, whilst taking into account the different contexts;
- greater knowledge of the economic and social arguments which motivate companies to sign up for label-type initiatives or encourage them to implement gender equality practices independently.

#### Field of study

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The targeted initiatives:

These are initiatives by the national authorities, the social partners, networks of companies and other relevant players to encourage and highlight exemplary practices of companies.

Subsequently, attention will be paid to initiatives taken independently by companies, not as part of a recognised initiative (and taken by several actors), in order to give a full overview and to be able to compare these initiatives in terms of their impact. These initiatives taken by companies themselves should be part of a medium- to long-term approach in several areas (recruitment, training, communication, social dialogue, enterprise culture, reconciliation, etc.) rather than isolated activities, so that they can be compared with the initiatives mentioned above.

These initiatives can be intended for all types of companies (SMEs, multinationals) and/or public organisations and can relate to a wide range of issues, as long as their impact on gender issues can be measured.

Initiatives where gender equality is tackled in the context of a broader issue (diversity, the family, etc.) must also be analysed, taking into account the broader context in which they are implemented. The contractor will analyse the effect of the context on the impact in terms of gender equality.

However, the primary focus of this contract will be initiatives whose main objective is to promote gender equality. Tools and initiatives where gender equality is embedded in too broad a context to be able to measure the gender impact, or initiatives and tools already examined in the context of "The Business Case for Diversity" (study carried out in 2005<sup>22</sup> and ongoing study<sup>23</sup> on diversity charters in particular) are not to be examined under this contract.

It should be noted that prizes or other awards for individual skills or activities should not be taken into account, as the study is concerned with business practices rather than the merits of individuals.

The study will concern initiatives in the 27 Member States and the EEA/EFTA countries (Norway, Iceland and Liechtenstein).

**4. Tasks to be performed by the Contractor**  
*(including description of output documents to be created by the Contractor and submitted to the Commission for its approval)*

Description of tasks

**Task 1: Exhaustive and detailed inventory, by country**

The contractor will carry out an exhaustive inventory of initiatives, as defined in point 3 above, both those that have finished and those still under way in each country referred to in point 3. These will be national or regional-level initiatives (in particular for countries with a federal structure).

The contractor will have to describe precisely, for each initiative:

- The background: what is the prevailing situation, why was it created?

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<sup>22</sup>[http://ec.europa.eu/employment\\_social/fundamental\\_rights/pdf/pubst/stud/busicase\\_en.pdf](http://ec.europa.eu/employment_social/fundamental_rights/pdf/pubst/stud/busicase_en.pdf)

<sup>23</sup>[http://ec.europa.eu/employment\\_social/emplweb/tenders/tenders\\_en.cfm?id=1265](http://ec.europa.eu/employment_social/emplweb/tenders/tenders_en.cfm?id=1265)

- The key players: who is behind it, who manages it, who is involved, who is monitoring it?
- Target groups: who or what is the target group for the initiative? Companies (size, sector), public or private, etc.?
- The objectives of the initiative and the fields of intervention (recruitment, training, communication, social dialogue, enterprise culture, reconciliation, purchasing policy, etc.).
- Operating principles: what does it consist of, what are the arrangements for participation, what is the procedure, what are the criteria and the specifications, is it monitored, what benefits does it offer participants?
- The results: how many companies/organisations participate and how many employees are concerned?

The contractor should base, but not limit, this work on all the existing analyses on this subject and should provide the Commission with a relevant bibliography.

### **Task 2: Detailed inventory of individual initiatives taken by companies, not part of a recognised approach**

In addition to task 1, the contractor(s) will undertake an inventory of initiatives taken by companies individually.

For each initiative, the contractor(s) will have to describe precisely:

- The background: what is the prevailing situation, why was it created?
- The key players: who is behind it, who manages it, who is involved, who is monitoring it?
- The objectives of the initiative and the fields of intervention (recruitment, training, communication, social dialogue, enterprise culture, reconciliation, purchasing policy, etc.).
- Operating principles: what does it consist of, what are the measures/actions/practices implemented?
- The results: what is the scope (parent company/branches), how many employees benefit from it?

To perform this inventory, the contractor could base the work on rankings of companies, which allows him to dispose of the list of the largest European companies. The inventory will be performed on the basis of, but not limited to, existing analyses and studies. It should be noted that work carried out in the context of the European Alliance for Corporate Social Responsibility<sup>24</sup> constitutes a useful basis.

### **Task 3: Detailed analysis of the implementation of a selection of initiatives in companies**

The contractor will propose a selection of significant initiatives taken at national and regional level (as described in task 1). The initiatives chosen should, together, be representative of the various types of existing initiatives and the political, economic and cultural contexts and should allow a comparison between as many countries as possible. The contractor will also include individual initiatives taken by companies (as described

<sup>24</sup><http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2006:0136:FIN:EN:PDF>

under task 2). This list will have to be validated by the Commission. The contractor will then analyse each of the selected initiatives in detail. To this end, various methods should be used, such as surveys and interviews with the managers and, if possible, staff of the companies implementing the most relevant initiatives, and interviews with the various stakeholders of the initiative (managing bodies, monitoring bodies, social partners, etc.). The various tools developed for this analysis (questionnaires, lists of indicators, etc.) will have to be submitted to the Commission for approval.

This analysis will have to highlight, for each initiative:

- the various steps in setting up the initiative, any obstacles encountered, the causes of any failure, the key factors of success, the main challenges faced in the past or still to be faced;
- the benefits to employers and employees;
- the economic and social impact for companies;
- the impact in terms of gender equality at the workplace.

The tenderer will have to indicate in the bid the criteria by which the most relevant initiatives will be selected for this in-depth analysis. The tenderer will, as far as possible, have to indicate the countries and initiatives which will be studied in depth in this detailed analysis. The tenderer will have to present, to the extent possible, the methodology to undertake the required analysis, in particular the impact analysis.

#### **Task 4: Detailed inventory of initiatives at European and international levels**

Tools and initiatives to promote gender equality for companies have also been developed at European and international levels. The contractor will conduct an inventory of gender equality initiatives undertaken at European level by the social partners or other relevant stakeholders, so as to obtain the most exhaustive overview. The contractor will also undertake a survey of gender equality initiatives at international level undertaken by organisations such as the OECD and the ILO. Even though these initiatives are not of the same order as those mentioned above, the inventory will be based, as far as possible, on the same criteria as those described in task 1.

#### **Task 5: Synthesis report, publication and dissemination of the results**

The contractor will draft a synthesis report in which a comparative analysis of the various initiatives and their results will be presented.

This report will summarise the work carried out under tasks 1 to 4. It will include, in particular, the type of initiatives, one sheet per country, and the presentation of case studies.

It will also include a comparative analysis. This analysis will have to highlight the differences between and the common denominators of all the initiatives. It will also compare the effectiveness and relevance of recognised national and regional initiatives and initiatives taken individually by companies. The contractor will draw conclusions on the relevance and value added of these initiatives, in terms of, on the one hand, the competitiveness of companies and, on the other, European objectives of gender equality at the workplace. One part of the analysis will be specifically devoted to analysing the economic arguments and benefits associated with these initiatives for companies. It should also analyse the extent to which these initiatives are transferable from one country to another or at European level. The contractor could also make recommendations on the exchange of good practice associated with these initiatives.

The report will be the object of publication. It must be drafted clearly and instructively, in accordance with the following conditions:

- the text will be drafted in English;
- it will be provided to the European Commission in Word, with charts in Excel;
- the contractor should secure the rights and provide the Commission with 5 photos to illustrate the text;
- this invitation to tender does not relate to the layout, printing and dissemination of the report. These tasks will be performed by the company holding the framework contract for the publications of the Directorate-General for Employment, social affairs and equal opportunities and by the Publications Office of the European Communities;
- a draft publication must be available for dissemination at the conference to be organised under task 6. The report will therefore have to be validated by the Commission before this conference.

The contractor will also draft an executive summary of some 15 pages, in English, French and German.

The contractor may also, at the Commission's request, have to prepare material on certain parts of the report for dissemination to the general public (e.g. the text for a brochure in English, German and French).

#### **Task 6: Organisation of a conference for the dissemination of the results**

The contractor will have to organise, in close collaboration with the Commission, a one day long conference to disseminate the results to interested parties. The objective is to publicise the various existing tools and the results of their implementation by presenting practical case studies. The conference will be held in Brussels.

The contractor will be responsible for the whole organisation of the event, including:

- finding and reserving an appropriate venue in Brussels;
- organisation (programme, moderating of the event, etc.) with the effective participation of at least 100 people (providing French/English/German interpretation);
- identifying and inviting potential speakers, moderators, and participants;
- reimbursing the expenses eventually incurred by these speakers and moderators, as well as by the participants;
- drafting the conference programme and its proceedings and translating them (into English, French and German).

The conference will have to be organised after approval by the Commission of the synthesis report mentioned in task 5 above, with sufficient time before the end of the contract so that the costs of translating the proceedings can be committed during the contractual period. Speakers', moderators', and participants' travel and subsistence costs and all the expenses incurred in the organisation of the conference will have to be budgeted for in the bid submitted under this invitation to tender.

#### **Guide and details of how the tasks are to be carried out**

In executing this contract, the contractor will be expected to work closely with the Commission.

The contractor will appoint a person to coordinate the project, who will be the Commission's contact point.

The implementation of the contract will be monitored by a steering committee comprising persons representing the contractor, the relevant Commission services and (an) other competent person(s) appointed by the Commission. The contractor will attend a minimum of 4 to 5 meetings with this steering committee in Brussels during the term of the contract. Bilateral meetings between the contractor and the Commission may also be planned. The contractor must also be available to present the results of the study at meetings or working groups organised by the Commission maximum 3 times. Budget resources should therefore be earmarked for these participations in the bid.

At the Commission's request, the contractor may consult certain Commission groups and bodies working in the field of gender equality.

The contractor will also have to consult with the European level social partners.

The contractor will have to ensure that any subcontractor engaged performs the work to a satisfactory standard. The contractor remains responsible for any work performed by subcontractors and for compliance with the deadlines agreed with the Commission. Subcontracting must be authorised by the Commission in accordance with Article II.13. of the draft contract. Subcontractors included in the bid are to be considered as having been authorised by the Commission if the contract is awarded.

The PROGRESS programme is aimed at promoting gender mainstreaming in all its five policy sections and in commissioned or supported activities. Consequently, the contractor must take the necessary steps to ensure the following:

- in preparing the technical bid/proposal, questions relating to equality between men and women, including the situation and needs of men and women, must be taken into account where necessary;
- in providing the service, the gender dimension must be systematically taken into account;
- in measuring performance, data broken down by sex must be collected and collated where necessary;
- the team and/or staff proposed by the beneficiary must respect the need for a male/female balance at all levels.

Equally, the needs of disabled people must be duly acknowledged and respected in providing the requested service. This will in particular entail ensuring that, where the contractor organises training sessions or conferences, issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or services provided.

Finally, the awarding authority encourages the contractor to promote equal employment opportunities for all its staff and team. This requires the beneficiary to ensure an appropriate mix of people, regardless of their ethnic origin, religion, age or qualifications.

The contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it has made towards meeting these contractual provisions.



## 5. Expertise required <sup>25</sup>

See Annex IV.

### ***Specific requirements other than those mentioned in Annex IV***

The contractor will have to have an in-depth knowledge of gender equality issues, industrial relations expertise and appropriate experience in business.

The contractor will have to have the capacity to rely on national competences and/or experiences to collect the necessary information in an exhaustive and in-depth manner for all the countries mentioned in point 3.

The contractor will have to be able to draft such a study in a clear, synthetic and instructive manner and have proven capacity to manage the administrative and financial aspects of such a contract.

See also point 13.2 of the tender specifications and Annex IV to the draft contract.

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

See Article I.2. of the draft contract.

The contract will be concluded for a period of 20 months from its entry into force. The indicative intended commencement date of the contract is December 2008.

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

Each stage of the study (corresponding to each of the tasks described in point 4), will have to be validated by the Commission. The bid will contain a detailed work schedule, including the validation of the various steps by the Commission and an effective progress report system so that both the contractor and the Commission are fully aware of how far the project has progressed at any given time. The contractor will have, in particular, to:

- hold a meeting with the relevant Commission services in Brussels, following signature of the contract, in order to decide on the arrangements for the start of the work;
- submit a start-up report one month after signature of the contract describing the methodology to be used throughout the study;
- submit an interim report four months after signature of the contract, containing in particular the inventory, as described under tasks 1 and 2 in point 4, and a proposed list of initiatives for in-depth analysis, as described under task 3 in point 4;
- submit a second interim report within ten months of signature of the contract, presenting the case studies conducted (as described under task 3 in point 4). This may be accompanied by a technical report detailing the progress made in the implementation of tasks in the event of a request for an interim payment;
- submit a final synthesis report as described in task 5, 15 months after signature of the contract.
- submit the proceedings of the conference in English, German and French before the end of the deadline of execution foreseen in the contract.

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<sup>25</sup> See Article II.1 as regards the replacement of experts.

– submit a final technical report within three months of the end of the deadline of execution foreseen in the contract (for payment of the balance). This should include all the elements of the interim technical report if one was drawn up and an overview of the entire project. In particular, as stated in the section "Guide and details of how the tasks are to be carried out", the contractor will be asked to include detailed information in this final technical report on the results obtained with a view to adhering to the contractual provisions relating to equal opportunities.

All the reports must be submitted, in English, to the European Commission.

### Information and publicity requirements

1.- As a matter of principle, with a view to favouring valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide - either upon specific request or in any event with the final report - for each of the tasks required under the present Call the following:

- Presentation of their key points in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German. Other Community languages would be welcome even if not compulsory.
- And an executive summary in 5/6 pages in English, French and German unless otherwise more precisely described in the section "tasks to be carried out".

2- In accordance with the General conditions, the contractor must acknowledge that the 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, study) is supported for under the European Community Programme for Employment and Social Solidarity (2007-2013). This programme is managed by the Directorate-General for Employment, social affairs and equal opportunities of the European Commission. It was established 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.*

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

*The purpose of the PROGRESS programme 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 will be instrumental in:*

- *providing analysis and advice on PROGRESS policy areas;*
- *monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;*
- *promoting policy transfer, learning and support among Member States on EU objectives and priorities; and*

- *relaying the views of the stakeholders and society at large.*

For further information, see:

[http://ec.europa.eu/employment\\_social/progress/index\\_en.html](http://ec.europa.eu/employment_social/progress/index_en.html)

Publications should also include the following disclaimer: "The information contained in this publication does not necessarily reflect the position or the opinion of the European Commission".

With regard to publication and any communication plan linked to this service, the contractor must insert the European Union logo and, where applicable, any another logo designed for the employment and social solidarity fields and must mention the European Commission as the contracting authority in any publication or related material prepared under this service contract.

### Reporting requirements:

PROGRESS will be implemented according to the principle of results-based management (RBM). Managing for outcomes and results is about working to maximise results for European citizens. This includes:

- identifying the most important results for European citizens;
- managing for these results, including setting clear objectives, implementing plans based upon these results, and learning about 'what works' in the process;
- taking opportunities to work together whenever this helps to achieve results.

As a first step, a strategic framework for the implementation of PROGRESS has been developed in collaboration with the Member States and organisations from civil society. The strategic framework provides the basis for implementing PROGRESS, supplemented by performance measurement, which defines PROGRESS's mandate and its long-term and specific results. An overview of the PROGRESS performance measurement framework is annexed. For more information on the strategic framework, please visit the PROGRESS website.

In this context the Commission will monitor the impact of initiatives supported or commissioned under PROGRESS and consider how these initiatives contribute to PROGRESS's results as defined in the strategic framework. Accordingly, the contractor will be asked to work in close cooperation with the Commission and/or persons authorised by it to define the expected contributions and the set of performance measures against which the contributions will be assessed. The contractor will be asked to collect data and report regularly on its own performance to the Commission and/or persons authorised by it. In addition, the contractor must make available to the Commission and/or persons authorised by it all the documents or information that will allow the performance of PROGRESS to be measured correctly and will give them the rights of access.

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

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**8. Additional information to the Tender specifications and monitoring**

See attached document(s): ..... pages.

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## Contractor's Tender

ANNEX II

Registre CAD Ref. No. .... of .....

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See attached document: ..... pages.

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
<b>FEES AND DIRECT COSTS</b> (fixed prices)					
Experts' fees (to be specified for each expert)					0,00
Details	0,00	0	w.d.	0,00	
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Accommodation expense					0,00
Hotel for experts as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Subsistence expense					0,00
Subsistence expenses for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Shipment (to be specified)					0,00
Details	0,00	0	unit	0,00	
Translations					0,00
Details	0,00	0	unit	0,00	
Expenses for the entire organization of the conference					0,00
Details	0,00	0	unit	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
<b>Overall Total</b>					<b>0,00</b>

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)<sup>26</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.

<sup>26</sup> 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	58,00	169,00	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	F.Y.R. of 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	52,00	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.

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## ANNEX IV **CVs and classification of experts**

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### 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**

### 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, par. 3.3, VAT Code).  
The European Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

#### 2. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified.

In view of VAT exemption, invoices addressed to the European Commission should bear the mention: “Exonération de la TVA, article 42, § 3.3, du code de la TVA” or “Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

The above indication is given only as piece of information. The Contractor must refer to the Belgian national laws.

- **(option 2: the Contractor is subject to VAT and his place of fiscal imposition is a Member State other than Belgium)**

### Intra-community supplies and services

Supplier with fiscal imposition place in a Member State other than Belgium – delivery address in Belgium

#### 1. VAT exemption level

The European Commission benefits of a direct exemption of VAT for all invoices of EUR 123.95 and more.

#### 2. Use of form 15.10

To allow the Contractor to justify to the fiscal authorities an invoicing to the European Commission using a 0% VAT rate (direct exemption) or to enable the benefit of the exemption by reimbursement, it is necessary to use the form 15.10.

These forms have recently been up-dated, and the new versions are the only ones to remain in official use. They entered into force on 01.04.1997, with a new ref. XXI/03278 – 01.04.1997.

See attached document: 2 pages and 1 page of explanatory notes.

### **3. Signature of the form 15.10 – Delegation of signature**

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the European Commission – ref. ET 76430 of 22.12.1992 (This ref. No should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by the Director General of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

### **4. Invoicing the Commission**

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

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

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

Not applicable to the present Contract.

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

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

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