



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Dialogue, Social Rights, Working Conditions, Adaptation to Change
Health, Safety and Hygiene at Work

Study Service Contract

Contract title **Analysis at EU-level of health, socio-economic and environmental impacts in connection with possible amendments to Directive 2004/37/EC on the protection of workers from the risks related to exposure to carcinogens or mutagens at work.**

Contract reference No **VC/2008/0642**
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/F/4**

Prior information O.J. ref. No of notice publication: —
Call for tender DG EMPL ref. No: VT/2008/063 of
Tender information O.J. ref. No of notice publication:
EPIC Record No:/.../.....
Databases SMART record No:
Service category No: A12

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 Jose Ramon BIOSCA
DE SAGASTUY, Head of Unit - EMPL/F/4, 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/2008/063 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of)
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor

which forms an integral part of this Contract (hereinafter referred to as **“the Contract”**).

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

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

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is the following study: **Analysis at EU-level of health, socio-economic and environmental impacts in connection with possible amendments to Directive 2004/37/EC of the European Parliament and of the Council of 29 April 2004 on the protection of workers from the risks related to exposure to carcinogens or mutagens at work..**

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 14 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 499 999.00 covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

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

In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR 1.00. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.2.1.

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

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

invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default 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 duly constituted financial guarantee equal to at least the invoiced pre-financing amount, a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 shall be made.

I.4.2. Interim payment

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

- an interim technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

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

I.4.3. Payment of the balance

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

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

The Commission shall have 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 ¹, identified ² as follows:

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

Article I.6 General administrative provisions

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

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

² By a document issued or certified by the bank.

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/F/4
B-1049 Brussels (Belgium)

Contractor

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

Article I.7 Applicable law and settlement of disputes

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

I.7.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

Article I.8 Other special conditions**Definition of the term “payment request” regarding the interests for late payments**

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 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.

II. General conditions

Article II.1 Performance of the Contract

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

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

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

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

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

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

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

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

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

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

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

Article II.2 Liability

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

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

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

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

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

Article II.3 Conflict of Interests

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

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

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

II.3.3. The Contractor declares:

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

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

Article II.4 Payments

II.4.1. Pre-financing

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

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

II.4.2. *Interim payment*

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

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

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

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

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

II.4.3. *Payment of the balance*

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

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

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

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

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

Article II.5 General Provisions concerning Payments

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

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

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

The Commission shall notify the Contractor accordingly 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,

Jose Ramon BIOSCA DE SAGASTUY

Head of Unit - EMPL/F/4

Employment, Social Affairs and Equal
Opportunities DG

Done at (*place*), Done at Brussels,

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

In duplicate in English.

Draft
Draft

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2008/063 of

1. Background

1.1. Progress introduction

The Social Agenda (2005-2010) has fixed as its overall strategic goal to promote more and better jobs and to offer equal opportunities for all. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

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

PROGRESS aims at supporting the core functions of the European Community towards fulfilling its Treaty-delegated tasks and powers in its respective areas of competence in the employment and social sphere. PROGRESS mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that effect, PROGRESS will be instrumental in:

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

More specifically, PROGRESS 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 promotion of its mainstreaming in all EU policies (section 5).

The present call for tenders is issued in the context of the implementation of the 2008 annual plan of work which is consultable at :

http://ec.europa.eu/employment_social/progress/annwork_en.htm

1.2. Background information specific to this contract

The purpose of this contract is to provide the European Commission with information on the impact of a number of policy options related to a possible amendment of directive 2004/37/EC on the protection of workers from the risks related to exposure to carcinogens or mutagens at

work. As indicated above the funding for this contract is supported by PROGRESS and the detailed requirements of the subject of the contract and tasks to be carried out by the contractor are described in sections 2 and 3 respectively. Additional background information specific to this contract is provided below.

The Commission communication (COM(2002) 118 final) of 11 March 2002 on the community strategy on health and safety at work 2002 – 2006 (section 3.3.1 paragraph 1) states the need for the adaptation of existing directives to changes in scientific knowledge, technical progress and the world of work and the need to fill gaps in the existing framework. It specifically mentions the need to amend directive 2004/37/EC on carcinogens and mutagens in the workplace.

Furthermore the objectives of the Community strategy for 2007- 2012 (COM (2007) 62 final) (section 2) includes a key objective on the need for an ongoing, sustainable and uniform reduction in occupational illnesses and emphasises the need to encourage changes in the behaviour of workers and to encourage employers to adopt health focused approaches together with the realisation of methods for identifying and evaluating potential new risks.

The existence of a full, coherent and solid Community legislative framework is an essential tool in terms of improving the health and safety of workers, based on the principles of preventing risks and protecting workers. It would now seem to be a logical step in the development of the EU occupational health and safety legislation on carcinogens and mutagens to study certain issues which underpin this prevention and protection policy. In particular the need to define criteria in relation to occupational cancer risk together with the principle of risk minimisation where an EU Occupational Exposure Limit (OEL) has been, or will be, adopted.

Directive 2004/37/EC requires chemical risks to be eliminated or reduced to a minimum. EU OELs are tools to help employers to further protect the health of workers who may be exposed to carcinogens and mutagens at work. They are one of the major chemical risk management tools and they play an important role in the overall approach to chemical risk management. They are the only quantitative tool which enables employers to assess exposure and to decide on the prevention and protection measures to set up in order to comply with the objectives of the Directive.

On the basis of the above considerations the existing Occupational Exposure Limits for, wood dust and vinyl chloride should be reviewed, and where appropriate amended, to take account of developments in scientific knowledge and feasibility factors. In addition consideration should be given to revising Annex 1 of the Directive with view to including further substances, preparations or processes in this Annex and to introducing a number of OELs for carcinogenic substances for which, at present, an OEL does not exist at EU level.

2. Purpose of the Contract

The purpose of this contract is to assess the impact of the various policy options as outlined below, including provision of up to date information, duly supported by references to published data. This is to enable the European Commission to initiate policy discussions regarding the possible future amendment of directive 2004/37/EC. For each of the policy options the information provided shall also assess and report on the consequences of not amending the Directive.

The seven policy options to be studied are:

- 2.1** Assessment of the impact of the introduction of a system for setting OELs based on objective risk criteria.
- 2.2** Assessment of the impact of the requirement for prevention and reduction of exposure.
- 2.3** Assessment of the impact of introducing additional substances, including process generated substances, in the list contained in Annex 1 of the Directive.
- 2.4** Assessment of the impact of revising the OEL for hard wood dust.
- 2.5** Assessment of the impact of revising the OEL for vinyl chloride monomer.
- 2.6** Assessment of the impact of introducing OELs for additional substances in Annex III of the Directive.

2.7 Assessment of the common considerations of the health, social, economic and environmental impact related to the above policy options.

In order to give a comprehensive view on the situation that could result from the amendment of the directive as described above, the contractor will have to accomplish the different tasks specifically mentioned under section 3.

3. Tasks to be performed by the Contractor

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

3.1. Description of the tasks

For each task the impact on the Member States and Social Partners should be identified, assessed and presented. The analysis of the impact of the various policy options should take into consideration the criteria of effectiveness and efficiency including practicability, health impact, economic impact, social impact and environmental impact. All the relevant positive and negative impacts shall be considered alongside each other, regardless of whether they are expressed in qualitative, quantitative or monetary terms. The advantages and disadvantages should be examined for each option to support the legislator in making the most appropriate evidence-based decisions on how best to ensure that workers are effectively and appropriately protected from risks to their health and safety.

This information should be presented in a way that facilitates the ease of comparison between and within the various policy options, for example by means of a "scoreboard". Where possible the preparatory study for assessing impacts should be supported by examples of actual situations that exist in the Member States or elsewhere.

Policy options for the amendment of Directive 2004/37/EC

The results of the preparatory study for assessing impacts should provide the European Commission with sufficient and credible information to enable it to give due consideration to each of the policy options for a possible amendment of directive 2004/37/EC. The specific policy options and associated tasks, 3.1.1 to 3.1.7, to be studied are described below. For each of the substance specific tasks 3.1.3 to 3.1.7 the additional common considerations in tasks in 3.1.8 to 3.1.20 should be addressed. For tasks 3.1.1 and 3.1.2 the common consideration tasks should be considered when appropriate.

The assessment should report on the impact of not amending the directive, i.e. for not introducing the amendments foreseen in policy options 3.1.1 to 3.1.7.

3.1.1 Introduction of a system for setting OELs based on objective risk criteria.

Assess and report on the impact of specifying objective (quantitative or semi-quantitative) policy criterion that may be used as a policy tool to facilitate setting OELs at EU level for carcinogenic substances.

It is suggested that the system for setting OELs for carcinogens could be based on a cancer risk criterion.

This policy criterion would be used to define the maximum permissible exposure levels for individual carcinogenic substances.

Such objective cancer risk criteria have been, or will be, used in a number of national OEL setting approaches. These approaches, in the EU or elsewhere, should be identified and the range of objective criteria, including their underlying reasons, should be assessed and reported.

The assessment should, firstly, take account of the advantages and disadvantages of using such approaches. And, secondly, it should address the potential impact that such an approach would have if it were to be implemented at EU level.

The impact of such a cancer risk criterion should be assessed and reported. It is suggested that the likely level of such a risk criterion may be in the range of 10^{-5} and 10^{-7} additional risk of developing occupational cancer, based on a working lifetime. The assessment should

report on the following possible numerical values being used, or other such values that the review of EU and elsewhere approaches show to be commonly used:

10^{-5}
 10^{-6}
 10^{-7}

The preparatory study for assessing impacts should identify where such approaches are, or have been or will be, used in other national, EU or international policy fields, for example public health, consumer protection or environment policy areas including REACH. The preparatory study for assessing impacts should report on successes and challenges of implementing these approaches in practice.

3.1.2 Assessment of the requirement for prevention and reduction of exposure.

- (a) Assess and report on the impact of the requirements on the prevention and reduction of exposure with a particular emphasis on the risk minimization principle as stated in Article 5 of the Directive.

The preparatory study for assessing impacts should report on the strengths and weaknesses of the existing requirements based on criteria, including suitability, comprehensiveness and effectiveness in relation to ensuring, that when correctly implemented, workers exposure is reduced to a minimum.

- (b) The preparatory study for assessing impacts should, for the situation where an EU OEL exists, report on the effectiveness of the requirements of Article 5(5) on the need to further reduce exposure to a level below that of the OEL.

3.1.3 Assessment of the impact of introducing additional substances, including process generated substances, in the list contained in Annex 1 of the Directive.

Assess and report on the impact of introducing additional substances, including process generated substances, in the list contained in Annex 1 of the Directive in accordance with the legal basis foreseen in Article 2 (a) (iii)

These substances are:

- (a) Diesel Engine Exhaust Emissions; (IARC Monograph volume 46, 1989).
- (b) Respirable crystalline silica; (IARC Monograph volume 42, 1987).
- (c) Rubber process fume and dust; (IARC Monograph volume 28, 1982).
- (d) Mineral oils (as used engine oil). (IARC Monograph volume 33, 1984).

The above substances are not classified under the current EU system for classification and labeling of chemicals and, therefore, they are not included in the scope of the directive. However, they are recognised as human carcinogens by international scientific bodies including the WHO International Agency for Research on Cancer (IARC). In addition workers exposure is relatively widespread and significant.

The contractor shall provide information on technical feasibility aspects in respect to the affected sectors of economic activity that would result from the above substances being included within the scope of the directive.

In carrying out this task the contractor shall address the issues presented in 3.1.8 to 3.1.20 of this document.

3.1.4 Assessment of the impact of revising the OEL for hard wood dust.

Assess and report on the impact of revising the OEL for hard wood dust. This should take account of the results of the scientific evaluation of the Scientific Committee on Occupational Exposure Limits (SCOEL).

SCOEL adopted in 2003 a recommendation on wood dust (SCOEL/SUM/102 December 2003) which the contractor shall study and take into account. In its recommendation, SCOEL states that exposure above 0.5 mg/m^3 (total dust) induces pulmonary effects and should be

avoided. Exposure levels lower than 0.5 mg/m^3 (total dust) were associated with the induction of bronchial asthma only when the exposure was to western red cedar dust. The level of 0.5 mg/m^3 (total dust) and 1 mg/m^3 (inhalable dust) is probably below the levels to which the cases of sino-nasal cancers had been exposed.

The contractor shall provide information on technical feasibility aspects, in respect to the affected sectors of economic activity, of a change from the current OEL for wood dust of 5 mg/m^3 (inhalable dust) to both of the following possible values:

1 mg/m^3 (inhalable dust).
 3 mg/m^3 (inhalable dust).

The SCOEL document outlines the reason for basing the limit on the inhalable dust fraction even though, due to the nature of published epidemiological studies, it refers mainly to total dust.

The contractor should in this respect outline the benefits and drawbacks of basing a revised OEL on the inhalable dust fraction. This should include reporting on the availability of sampling and analytical methodologies together with reference to the relevant international standard for particle size definition.

In carrying out this task the contractor shall address the issues presented in 3.1.8 to 3.1.20.

3.1.5 Assessment of the impact of revising the OEL for vinyl chloride monomer.

Assess and report on the impact of revising the OEL for vinyl chloride monomer. This should take account of the results of the scientific evaluation of the Scientific Committee on Occupational Exposure Limits (SCOEL).

SCOEL adopted in November 2004 a recommendation on vinyl chloride (SCOEL/SUM/109 November 2004) which the contractor shall study and take into account. In its recommendation SCOEL states the different approaches resulted in final risk estimates which were basically consistent with one another. As a result, it was inferred from epidemiological studies that a continuous exposure for a working life to 1 ppm vinyl chloride would be associated with a cancer risk for hepatic angiosarcoma of about 3×10^{-4} .

The contractor shall provide information on technical feasibility aspects, in respect to the affected sectors of economic activity, of a change from the current OEL for vinyl chloride of 3 ppm to both of the following possible values:

1 ppm
2 ppm.

In carrying out this task the contractor shall address the issues presented in 3.1.8 to 3.1.20.

5.1.6 Assessment of the impact of introducing OELs for additional substances in Annex III of the Directive – substances for which a SCOEL recommendation, including quantified risk levels, is available.

Assess and report on the impact of introducing OELs for additional substances in Annex III of the Directive in accordance with the legal basis foreseen in Article 16.

These substances are:

(a) 1, 3 Butadiene (SCOEL SUM 75).

The SCOEL adopted in February 2007 a recommendation on 1,3 butadiene (SCOEL/SUM/75 February 2007) which the contractor shall study and take into account.

The contractor shall provide information on the technical feasibility aspects, in respect to the affected sectors of economic activity, of introducing an OEL for 1,3 butadiene at the following possible values:

0.5 ppm
1 ppm
5 ppm.

In carrying out this task the contractor shall address the issues presented in 3.1.8 to 3.1.20.

(b) Chrome VI, as chrome (SCOEL SUM 86)

The SCOEL adopted in December 2004 a recommendation on hexavalent chromium (SCOEL/SUM/86 December 2004) which the contractor shall study and take into account.

The contractor shall provide information on technical feasibility aspects, in respect to the affected sectors of economic activity, of introducing an OEL for hexavalent chromium at the following possible values:

0.1 mg/m³

0.05 mg/m³

0.025 mg/m³

In carrying out this task the contractor shall address the issues presented in 3.1.8 to 3.1.20.

(c) Respirable crystalline silica (SCOEL SUM 94)

The SCOEL adopted in November 2003 a recommendation on respirable crystalline silica (SCOEL/SUM/94 November 2003) which the contractor shall study and take into account.

The contractor shall provide information on technical feasibility aspects, in respect to the affected employment sectors of economic activity, of introducing an OEL for respirable crystalline silica at the following possible values:

0.05 mg/m³

0.1 mg/m³

0.2 mg/m³

In carrying out this task the contractor shall address the issues presented in 3.1.8 to 3.1.20.

5.1.7 Assessment of the impact of introducing OELs for additional substances in Annex III of the Directive – other substances.

For these substances there is not a scientific evaluation document by SCOEL, or a SCOEL recommendation is available but it does not suggest a quantified level of risk.

For each substance the contractor should, so far as is possible, address the technical feasibility aspects for the affected employment sectors and the common consideration questions.

In addition, the contractor should, where they exist, identify the numerical value of adopted OELs at national level in the EU Member States, and elsewhere. Based on these numerical values the contractor should assess, for each substance, the impact that the most commonly adopted value, or range of values, would have if adopted at EU level.

In carrying out these tasks the contractor shall address the common consideration questions, 3.1.8 to 3.1.20.

The substances to be assessed are:

	CHEMICAL	Synonyms	CAS	IARC Monograph Volume
(a)	1,2 Dichloroethane	Ethylene dichloride	107-06-2	71, p.501,1999
(b)	1,2-Dibromoethane	Ethylene dibromide	106-93-4	60, p.73, 1994
(c)	1,2-Epoxypropane	Propylene oxide	75-56-9	60, p.181,1994
(d)	1-Chloro-2,3-epoxypropane	Epichlorhydrine	106-89-8	71, p.267, 2000
(e)	2-Nitropropane	Dimethylnitropropane	79-46-9	71, p.1079,1999
(f)	4,4 Methylene bis 2-	MOCA; MBOCA	101-14-4	57, p.271,1993

	chloraniline			
(g)	4,4' Methyleneedianiline*	MDA	101-77-9	39, p.347,1986
(h)	Benzo-a-pyrene		50-32-8	32, p.225, 1983
(i)	Beryllium and beryllium compounds			58, p.41,1993
(j)	Bromoethylene	Vinyl bromide	593-60-2	19, p.377,1979
(k)	Ethylene oxide	Epoxyethane	75-21-8	60, p.73,1994
(l)	Hexachlorobenzene	Perchlorobenzene	118-74-1	79, p.493,2001
(m)	Hydrazine		302-01-2	71, p.991,1999
(n)	o-Toluidine	2-amino-1-methylbenzene	95-53-4	77, p.267, 2000
(o)	Refractory ceramic fibres	RCF		81, 2002
(p)	Trichloroethylene*	TRI	79-01-6	63, p.75,1995
(q)	Acrylamide*	Prop-2-enamide	79-06-1	60, p.389,1994

For substances marked with a * this denotes that a SCOEL Recommendation exists as an adopted or near final text.

Common considerations of the Health, Social, Economic and Environmental Preparatory study for assessing impacts

The following common considerations, 3.1.8 to 31.20, should be addressed for each of the policy options in 3.1.3 to 3.1.7.

- 3.1.8** Provide an overview at EU level of occupational exposure to these substances and process generated substances (hereafter referred to as substances). In carrying out this task the contractor should:
- (a) Identify the number of workers exposed to the substances within the scope of the study in all sectors of economic activity at EU-level,
 - (b) Where feasible identify the approximate number of workers exposed to the substances per sector of economic activity, by occupation, by size of employer and the typical levels of exposure.
 - (c) If appropriate, identify the significant disparities at national level.
- 3.1.9** Specify the typical adverse health effects that result from this exposure including:
- (a) The extent to which occupational exposure to these substances affects the health and safety of workers.
 - (b) identification of the main adverse effects from the workers' exposure to these substances. Attempt to quantify in economic terms the adverse effects.
 - (c) Identification of the number of occupational cancers associated with exposure to the substances and quantify their direct and indirect costs to the EU economy.
- 3.1.10** Assess the possible benefits of the proposed amendments of the directive in terms of reduced absenteeism, ill-health and disability compensations.
- 3.1.11** Assess the extent to which possible amendments of the directive in relation to the substances mentioned in tasks 3.1.3 to 3.1.7 increase or decrease the likelihood of health risks for workers and to what extent are changes in exposure patterns likely to occur.

3.1.12 Identify particular groups of workers affected by this exposure determined by age, gender and to outline benefits and drawbacks for each of the groups following a possible amendment of the Directive in relation to these substances.

3.1.13 Assess the possible costs of:

- (a) Not extending the scope of Annex 1, as foreseen in policy option 3.1.3.
- (b) Maintaining the numerical value of the existing OELs at their present values, i.e. not changing them as foreseen in policy options 3.1.4 and 3.1.5.
- (c) Not introducing the additional OELs, as foreseen in policy options 3.1.6 and 3.1.7.

3.1.14 Assess the impact on operating costs and conduct of business.

- (a) What kind of compliance costs will the amendments impose on employers?
- (b) Will they entail stricter regulation of the conduct of employers?
- (c) Will they lead to the closing down of companies?
- (d) Are some employers (for example SMEs) treated differently from others in a comparable situation?
- (e) What kind of administrative costs will the amendments impose on employers and public authorities?

Concerning the administrative costs, the contractor shall apply, if considered feasible, the approach defined in the Commission working document SEC (2005) 175 "Detailed outline of a possible EU Net Administrative Cost Model".

3.1.15 Assess the impact on innovation and research.

- (a) Do the amendments stimulate or hinder research and development?
- (b) Do they facilitate the introduction and dissemination of new production methods, technologies and products?

3.1.16 Assess the impact on sectors of economic activity.

- (a) Do the amendments have significant effects on certain sectors of economic activity?
- (b) Do they have specific consequences for SMEs?

3.1.17 Assess the impact on employment and labour markets.

Do the possible amendments facilitate or restrict restructuring, adaptation to change and the use of technological innovations in the workplace?

3.1.18 Assess the macroeconomic impact.

What are the overall consequences of the amendments for economic growth and employment?

3.1.19 Provide answers on the impacts at EU-level, if appropriate significant disparities at national level shall be identified.

3.1.20 Assess the impact on the environment.

Analyse, where possible, to which extent the proposed amendments could imply the release of these substances to the environment and what impact it could have on the ecosystem i.e. air, soil and water quality as well as on plants and animals.

3.2 Methodological remarks

The contractor will indicate the methodology he intends to use, the rigour of the approach envisaged and how suitable it is for carrying out the tasks. The rigour of the proposed approach and its suitability for correctly reflecting the actual situation form part of the elements governing the award of the contract.

The contractor will also indicate which persons and entities (social partners, national, regional and local authorities in the Member States, enterprises or non-governmental organisations) will

be contacted in the process of the study and how the information provided by them will be in this analysis.

3.3 Guide on how the activities shall be carried out

The PROGRESS Programme aimed at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that:

- Gender equality issues are taken into account when relevant for the drafting of the technical offer/proposal by paying attention to the situation and needs of women and men;
- Implementation of the requested tasks includes a gender perspective by considering systematically women and men dimension;
- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed.
- its proposed team and/or staff respects the gender balance at all levels.

Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. This will in particular entail that where the Contractor organises training sessions, conference, issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or the services provided.

Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. This entails that the Contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability.

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

4. Expertise required ³

See Annex IV.

Specific requirements other than those mentioned in Annex IV

The contractor should have a proven capability to carry out the tasks related to the evaluation of the health and socio-economic impact of employment legislation in the field of occupational safety and health at EU level. This should be based on a multi-disciplinary staff and/or access to external experts on a wide range of relevant disciplines, for example, economics, occupational health and safety, occupational hygiene, occupational medicine, toxicology, epidemiology, chemistry and workplace chemical risk assessment and management.

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

See Article I.4.

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

The contractor shall provide a final report comprising a comprehensive preparatory study for assessing impacts of each of the tasks mentioned in point 5 of the present technical specifications.

The work must be carried out within **14** (fourteen) months from the date on which the contract is signed. It shall cover the following steps:

³ See Article II.1 as regards the replacement of experts.

1. Within ten days of signing the contract, the contractor will present to the European Commission (Unit EMPL F/4 in Luxembourg) his plan of work and the methodology he intends to use, as well as the timetable laid down.
2. Within 5 (five) months of signing the contract, the contractor will present to the European Commission (Unit EMPL F/4) an interim report describing progress in relation to the timetable laid down, together with a summary of results obtained so far. The interim report should be in English.
3. Nine months after signature of the contract, the contractor will present to the European Commission (Unit EMPL F/4) a draft final report, which will include the elements referred to point 3 of the present technical specifications, along with a brief summary of the main results obtained. The report should be in English.
4. The European Commission (Unit EMPL F/4) will examine the draft final report and notify the contractor of possible objections or comments to be made within 60 (sixty) days of receipt of this draft final report.
5. The contractor will have 30 (thirty) days to provide the final report taking into account, where appropriate, the objections or comments made by the European Commission (Unit EMPL F/4).
6. Within 60 (sixty) days of return of the final report, and in the absence of objections and/or comments by the European Commission (Unit EMPL F/4), the contractor will submit the final report in English and French and three paper copies in each language version, as well as in electronic format.

5.2 Publicity and information 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 activity 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 is under the obligation to acknowledge that the present service is delivered on behalf of the Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars, as follows.

"This (publication, conference, training session) is 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.

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

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

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

For more information see:

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

For publications it is also necessary to include the following reference: "*The information contained in this publication does not necessarily reflect the position or opinion of the European Commission*" With regard to publication and any communication plan linked to the present service, the Contractor will insert the European Union logo, and if any another logo developed for the employment and social solidarity fields, and mention the European Commission as the Contracting Authority in every publication or related material developed under the present service contract.

5.3 Reporting requirements

PROGRESS will be implemented through a 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 desired results, implementing plans based upon these results and learning about 'what works' in the process;
- Seizing opportunities to work together whenever this helps achieve the results.

As a first step, a Strategic Framework for the implementation of PROGRESS has been developed in collaboration with Member states and organisations from the civil society. The Strategic Framework provides the framework for implementing PROGRESS, complemented by the Performance Measurement, which defines PROGRESS mandate, its long-term and specific outcomes. See in Annex the overview of PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website.

The Commission will in that context monitors the effect of PROGRESS supported or commissioned initiatives and considers how these initiatives contributes to PROGRESS outcomes as defined in the Strategic Framework. In that context, the Contractor will be asked to loyally work in close cooperation with the Commission and/or persons authorised by it to define their expected contributions and the set of performance measures against which their contribution will be assessed. The Contractor will be asked to collect and report on its own performance on a regular basis to the Commission and/or persons authorised by it. In addition, the Contractor will make available to the Commission and/or persons authorised by it all documents or information that will allow PROGRESS performance measurement to be successfully completed and to give them the rights of access.

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

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Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
FEES AND DIRECT COSTS (fixed prices)					
Experts' fees (to be specified for each expert)					0,00
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
Sub-total "Fees and Direct Costs" (Art. I.3.1)					0,00
REIMBURSABLE EXPENSES (max. prices)					
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys effected upon request of the Commission					
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	
Provision for supplementary accommodation upon request of the Commission					
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	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
Shipment and/or other reimbursements (to be specified)					0,00
Details	0,00	0	unit	0,00	
Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)					
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.3)					0,00
Overall Total				maximum	500,000 €

w.d. = 1 working day for 1 expert

2. Calculation of amounts due under the present Contract

2.1. Fees

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

copies of the required report(s) ⁴ in the required format(s), but does not include the reimbursable expenses defined below.

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

2.2. Reimbursements

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

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

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

2.2.1 DSAs (Daily Subsistence Allowances)

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, 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
AT	Austria	95,00	130,00
BE	Belgium	92,00	140,00
BG	Bulgaria	58,00	169,00
CY	Cyprus	93,00	145,00
CZ	Czech Republic	75,00	155,00
DE	Germany	93,00	115,00
DK	Denmark	120,00	150,00
EE	Estonia	71,00	110,00
EL	Greece	82,00	140,00
ES	Spain	87,00	125,00
FI	Finland	104,00	140,00
FR	France	95,00	150,00
HR	Croatia	60,00	120,00
HU	Hungary	72,00	150,00
IE	Ireland	104,00	150,00

Destinations		DSA in EUR	Maximum hotel price in EUR
IT	Italy	95,00	135,00
LT	Lithuania	68,00	115,00
LU	Luxembourg	92,00	145,00
LV	Latvia	66,00	145,00
MK	F.Y.R. of Macedonia	50,00	160,00
MT	Malta	90,00	115,00
NL	The Netherlands	93,00	170,00
PL	Poland	72,00	145,00
PT	Portugal	84,00	120,00
RO	Romania	52,00	170,00
SE	Sweden	97,00	160,00
SI	Slovenia	70,00	110,00
SK	Slovakia	80,00	125,00
TR	Turkey	55,00	165,00
UK	United Kingdom	101,00	175,00

⁴ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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

1. Classification of experts according to level of expertise

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

2. List of experts assigned

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

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

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

Local supplies and services

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

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, par. 3.3, VAT Code).
The European Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

2. Invoicing the Commission

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

In view of VAT exemption, invoices addressed to the European Commission should bear the mention:

“Exonération de la TVA, article 42, § 3.3, du code de la TVA” or

“Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

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

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

Intra-community supplies and services

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

1. VAT exemption level

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

2. Use of form 15.10

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

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

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

3. Signature of the form 15.10 – Delegation of signature

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the European Commission – ref. ET 76430 of 22.12.1992 (this ref. No. should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by Jose Ramon BIOSCA DE SAGASTUY, Head of Unit - EMPL/F/4 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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