



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Employment, Lisbon Strategy, International Affairs
Employment Analysis

Study Service Contract

Contract title **Studies on “Sustainability issues – Green jobs; trade and labour”**

Contract ref. no. **VC/2009/0492**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/D/1**

Pre-information notice O.J. publication ref. no: —
Call for tenders DG EMPL ref. no: VT/2009/038 of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Databases SMART ref. 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 Radek MALY, Head of
Unit - EMPL/D/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/...../..... 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
- **Annex VI** Final technical report to be submitted

which form 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: **Studies on “Sustainability issues – Green jobs; trade and labour”**.

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 18 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 0.00 covering all tasks executed.

I.3.2. *Price revisions*

Not applicable.

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

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

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

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default 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 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/D/1
B-1049 Brussels (Belgium)

Contractor

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

Article I.7 Applicable law and settlement of disputes

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

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

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

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 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 30 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.

Termination by either contracting party

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 30 days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

Other additional special conditions**Interim payment**

In addition to the conditions outlined in article I.4.2, the Contractor has to submit a SECOND INTERIM REPORT, in accordance with the instructions laid down in Annex I. 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.



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,
Radek MALY
Head of Unit - EMPL/D/1
Employment, Social Affairs and Equal
Opportunities DG

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

In duplicate in English.



Tender Specifications and Monitoring

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

1. Title of the contract

Study contract - "Studies on sustainability issues - Green jobs, trade and labour"

2. 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 2009 annual plan of work which is consultable at:

<http://ec.europa.eu/social/main.jsp?catId=623&langId=en>

3. Background

3.1 Lot 1 background

Global warming is one of the biggest environmental challenges facing the world today. The European Union's goal is to limit global average temperature increase below 2°C compared to the pre-industrial temperature as there is strong scientific evidence that climate change will cause dramatic changes to

the environment, ecosystems and the economy beyond this point.³ This requires reduction of greenhouse gas (GHG) emissions by human activity and their stabilisation at a level that will not lead to increase the risk of dangerous and unpredictable climate change.⁴

In response to these challenges the European Council stressed the need for effective, urgent and integrated actions in the field of climate and energy policies. For instance, in its March 2007 Presidency Conclusions the European Council endorsed the key targets for the year 2020 and the package of EU climate and energy measures approved by Council and European Parliament in December 2008⁵ will contribute to reaching the targets. The EU key targets are as follows:

- cutting greenhouse gases by at least 20% of 1990 levels (30% if other developed countries commit to comparable cuts⁶);
- cutting energy consumption by 20% of projected 2020 levels as estimated by the Commission in its Green Paper on Energy Efficiency⁷ – by improving energy efficiency and
- increasing the use of renewable energy sources (including wind, solar, biomass, etc.) so that 20% of our energy needs stem from renewable sources and the share of bio fuels represents at least 10% of overall EU transport petrol and diesel consumption.

A comprehensive strategic approach and a coordinated action by policy makers involved in several fields notably of environment, energy, industry, R&D, transport, education, employment, in line with the Lisbon Strategy for growth and jobs⁸ and the EU Sustainable Development Strategy⁹, is needed to mitigate and to adapt to environmental challenges.

³ See for instance Intergovernmental Panel on Climate Change (2007), 'Climate Change 2007: Synthesis Report', available at <http://www.ipcc.ch/ipccreports/ar4-syr.htm>; Stern Report (2007), 'Stern Review: The Economics of Climate Change', HM Treasury, available at http://www.hm-treasury.gov.uk/independent_reviews/stern_review_economics_climate_change/stern_review_Report.cfm and Joint EEA-JRC-WHO report (2008) "Impacts of Europe's changing climate – 2008 indicator-based assessment", available at http://reports.eea.europa.eu/eea_report_2008_4/en/, White Paper of 1 April: "Adapting to climate change in Europe – towards a European framework for action", COM(2009) 147 final, available at: <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52009DC0147:EN:NOT> and conclusions from the International Scientific Congress on Climate Change in Copenhagen ("Climate Change: Global Risks, Challenges and Decision", 10-12 March 2009, available at <http://climatecongress.ku.dk/>).

⁴ In the light of some new research findings, an increasing number of scientists are even calling for significantly higher reductions than previously recommended i.e. as low as 350 ppmv CO₂ equivalent instead of 550. See European Commission Communication of 28 January: "Towards a comprehensive climate change agreement in Copenhagen", COM(2009) 39 final, available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52009DC0039:EN:NOT>.

⁵ Climate and energy package: texts adopted by the European Parliament on 17 December 2008; available at <http://www.europarl.europa.eu/sides/getDoc.do?type=TA&reference=20081217&secondRef=TOC&language=EN>

⁶ See European Commission Communication of 28 January: "Towards a comprehensive climate change agreement in Copenhagen", COM(2009) 39 final, available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52009DC0039:EN:NOT> for EU proposals how to set global goals to reduce emissions and how to strengthen countries' ability to adapt to climate change.

⁷ Commission Green Paper, 22 June: "Energy Efficiency - or Doing More With Less", COM(2005) 265 final, available at http://eur-lex.europa.eu/smartapi/cgi/sga_doc?smartapi!celexplus!prod!DocNumber&lg=en&type_doc=COMfinal&an_doc=2005&nu_doc=265

⁸ Communication to the Spring European Council of 2 February 2005: "Working together for growth and jobs - A new start for the Lisbon Strategy", Communication from President Barroso in agreement with Vice-President Verheugen, SEC (2005)192, SEC (2005) 193, available at http://eur-lex.europa.eu/smartapi/cgi/sga_doc?smartapi!celexplus!prod!DocNumber&lg=en&type_doc=COMfinal&an_doc=2005&nu_doc=24, and March 2000 Lisbon Presidency Conclusions of the European Council, available at: http://consilium.europa.eu/ueDocs/cms_Data/docs/pressData/en/ec/00100-r1.en0.htm.

⁹ Commission Communication of 15 May 2001: "A Sustainable Europe for a Better World: A European Union Strategy for Sustainable Development", Commission proposal to the Gothenburg European Council, COM(2001) 264 final, available at http://eur-lex.europa.eu/smartapi/cgi/sga_doc?smartapi!celexplus!prod!DocNumber&lg=en&type_doc=COMfinal&an_doc=2001&nu_doc=264 and Commission Communication of 13 December 2005 on: "The review of the Sustainable Development Strategy - A platform for action", COM(2005) 658 final, available at: http://eur-lex.europa.eu/smartapi/cgi/sga_doc?smartapi!celexplus!prod!DocNumber&lg=en&type_doc=COMfinal&an_doc=2005&nu_doc=658.

Several studies have investigated the impact of climate change and the transition towards a low-carbon economy on employment and growth.¹⁰ Most of these studies have generally investigated effects either at an individual policy initiative (e.g. the development of renewables, development of EU ETS), in a specific region or country, or they have focused more on aggregate, direct or gross employment creation.¹¹ These studies tend to show a small positive effect on overall employment. However, even if the overall employment level is not expected to decline, its composition will change as some traditional jobs will become obsolete and new jobs will be created.

There is a need for comprehensive quantitative and qualitative information at a more disaggregated level concerning the effects of environmental (and energy) policies on employment, and a need to identify strategies capable of maintaining the overall employment at a desirable level and ensuring that the most vulnerable groups of workers (including the young, older, unskilled and the less mobile workers) will be able to cope with the unavoidable challenges and opportunities of adaptation.¹²

3.2 Lot 2 background

a) General elements

Under the motto "A social Europe in the global economy: jobs and opportunities for all", the Social Agenda (2005-2010)¹³ confirms the Commission's commitment to the modernisation and development of the European social model as well as the importance of the external dimension of employment, social policy and equal opportunities, and in particular of **promoting the social dimension of globalisation and decent work both in internal and external EU policies**, in accordance with the ILO's strategy in this area.

With regard to the conditions for its successful implementation, the Social Agenda clearly states that the objectives of employment, solidarity and social inclusion cannot be separated from the globalised economy, where the competitiveness and attractiveness of Europe are at stake. It therefore calls in particular for: the incorporation of the European social model into external dialogue and measures at bilateral, regional and multilateral level; and the promotion of decent work as a global objective at all levels.

The Social Agenda further **seeks ways of benefiting from the exchange of experience between the EU and its partners** on the close link between economic progress and social progress, taking account of the impact of foreign trade on competitiveness: firstly with the candidate countries,

¹⁰ Among them several were commissioned by the European Commission. See for example DG ENV (http://ec.europa.eu/environment/enveco/industry_employment/index.htm, [Environment and labour force skills](#) (2008), [Links between the environment, economy and jobs](#) (2007), [Facts and Figures: the links between EU's economy and the environment](#) (2007) and [The links between employment and environment policies](#) (2005). DG TREN ran a study on The impact of renewable energy policy on economic growth on employment in the European Union, which will be available at http://ec.europa.eu/energy/renewables/studies/index_en.htm in the first half of May 2009. Impacts on employment were also analysed when preparing an impact assessments by various Commission services (e.g. impact assessment for Climate and energy package in 2008 and for the Communication "Towards a comprehensive climate change agreement in Copenhagen").

¹¹ There are some studies that investigated employment impact in more detailed way. For instance, the study by the European Trade Union Confederation (2007): "*Climate change and employment. Impact on employment in the European Union-25 of climate change and CO2 emission reduction measures by 2030*", available at <http://www.tradeunionpress.eu/Web/EN/Activities/Environment/Studyclimatechange/rapport.pdf> captured the quantitative and qualitative impacts on employment of global warming and of different policies needed to reduce CO2 emissions. The GHK (2007) study on [Links between the environment, economy and jobs](#) analysed net and indirect employment impacts of selected policy scenarios and a DG TREN study on renewables aims at estimating direct, indirect and induced employment effect of renewable sector (available at http://ec.europa.eu/environment/enveco/industry_employment/index.htm#links#links and http://ec.europa.eu/energy/renewables/studies/index_en.htm).

¹² For an example of a forecasting exercise at disaggregated level, focused on skills needs, but not including scenarios/responses to environmental challenges, see Cedefop (available at http://www.cedefop.europa.eu/etv/Projects_Networks/Skillsnet/forecasting.asp).

¹³ COM(2005) 33 final

neighbouring countries and other third countries, like industrialised countries (USA, Japan), emerging economies (China, India, Brazil, Mexico, Chile, South Africa) and developing countries; secondly with international organisations like the ILO, OECD and UN and with organisations involved in economic governance (IMF, World Bank, WTO), in order to take greater account of the social dimension of globalisation and the social pillar of sustainable development.

As laid down in the Communication on Promoting Decent Work for All¹⁴ and in the Council Conclusions,¹⁵ promoting employment and decent work for all is a key objective of EU policies in the area of employment and social affairs.¹⁶ To this end the Commission aims at mobilising all Community policies, in particular EU external assistance and Trade, with a view to contributing to achieving this objective, including through strengthening cooperation between the European institutions, the Member States and all the relevant stakeholders.

b) Developments on Trade and Employment

The European Commission strategy "Global Europe: Competing in the World"¹⁷ sets out how **trade policy can contribute to creating growth and jobs in the EU and beyond**. The Global Europe strategy underlined that "as we pursue social justice and cohesion at home, we should also seek to promote our values, including social and environmental standards and cultural diversity, around the world".

Consequently, the EU has put its commercial weight behind efforts to **promote social standards and decent work through its trade policy**, not least in the context of negotiation of free trade agreements with third countries, in line with the 2006 Communication on decent work. The EC has intensified its efforts by a variety of instruments and initiatives based on incentives and cooperation: The EU GSP and GSP+ scheme, bilateral trade and economic partnership agreements; trade sustainability impact assessments; consultation and involvement of civil society.

During recent years, the EU has entered into **negotiations for free trade agreements** with a number of important trading partners, based on economic criteria and considerations, to ensure that trade policy helps create jobs and drive growth. Negotiations are currently ongoing with countries in Asia (ASEAN, India and South Korea), Latin America (Central America, Andean Community) and Ukraine. Meanwhile, negotiations continue on comprehensive Economic Partnership Agreements with African, Caribbean and Pacific countries (ACP) countries.

One objective is to strengthen sustainable development in our bilateral trade relations through new cooperative provisions on labour standards and environmental protection. In this context, decent work issues are taken up systematically in all ongoing bilateral Free Trade Agreements (FTA) and Partnership Cooperation Agreements (PCA) negotiations with a view to including **chapters on trade and sustainable development** in all agreements.⁶¹² In particular, the EU aims to incorporate **shared commitments** to trade and sustainable development objectives, similar to those proposed unilaterally by the GSP+ scheme, together **with a strong monitoring mechanism** and transparency provisions. Progress has already been made in some negotiations setting useful precedents, but there is a need to take account of different levels of development, internal policy priorities and political sensitivities of negotiating partners. In the context of EPAs, the EU-Cariforum Economic Partnership Agreement of December 2007 includes a substantive chapter on trade and sustainable development.

In parallel, the international policy debate has indicated the **importance of anticipation** of the possible effects of trade opening on jobs quality and quantity. There is recognition of an urgent need to identify - if not prevent - shortcomings often reported (ex. increase in demand for low quality jobs;

14 COM (2006) 249 final, accompanied by SEC (2006) 643

15 Council conclusions of 30 November - 1 December 2006 on Promoting Decent Work for all: the EU contribution to the implementation of the decent work agenda in the world (doc. 15487/06).

16 Following the ILO, decent work is defined as consisting of four areas covering productive and freely chosen work, rights at work, social protection, the social dialogue and the promotion of gender equality as horizontal objective. In the implementation of its initiatives towards decent work, the Commission cooperates with ILO.

17 Global Europe Communication (COM (2007) 183) and the EU trade relations and policies, including their social dimension, can be found on the following website: http://ec.europa.eu/trade/issues/sectoral/mk_access/global_europe_fr.htm

predatory behaviour of investors; skills mismatch, etc.), and thus to mobilise all public and private actors for the development and implementation of appropriate measures and clauses¹⁸ to ensure that trade is conducive to decent work and sustainable development.

c) SIA studies and the associated consultation process

The EC has continued to carry out Trade Sustainability Impact Assessments (SIAs) for all major bilateral and multilateral trade negotiations¹⁹, with increasing attention to the analysis of quantitative and qualitative employment and social impacts of trade agreements. SIAs also aim to identify (trade and non-trade related) policy measures to prevent or at least mitigate any negative employment and social impacts of future trade agreements and to enhance any positive effects, and to point to the scope for cooperation activities in the area of trade and decent work. On the basis of the SIAs conducted by external consultants, the Commission's set out its own views on the identified impacts and the proposed policy measures to address them in so-called Commission SIA position papers, which are taken into account in the EU's negotiating position vis-à-vis its partners.

Trade SIAs assess the potential impacts of proposed liberalisation on all pillars of sustainable development in order to help optimise policy decision-making. Trade SIAs assess not only the more traditional aspects of economic impacts (e.g. on trade and output growth), but also the non-trade impacts of trade liberalisation (i.e. the social, environmental and development dimensions). Trade SIAs are based on the analysis of causal chains which identifies the significant cause-effect link between a proposed change in trade policy and its social (including gender and poverty), environmental and economic impacts. This analysis should as far as possible combine qualitative and quantitative approaches, use sustainability indicators and be based on the principle of proportionate analysis.

Trade SIAs consist of two complementary elements *of equal importance*:

(1) **Economic, environmental and social assessments** as such, using analytical tools and rational causal chain analysis. This element should be undertaken in a clear, scientific and objective manner.

(2) **A consultation process** whereby consultation and dissemination of results is undertaken with trading partners and stakeholders (in the EU and in trading partners).

Thus the EC holds regular civil society dialogue meetings, including in partner countries in the context of Trade Sustainability Impact Assessments, to enhance transparency of and knowledge about EU trade policy²⁰. The assessments and consultations are mutually dependent elements of equal importance for the implementation of the Trade SIAs.

The revised Impact Assessment Guidelines (January 2009) set minimum consultation standards²¹, and specific provisions exist for consulting social partners. In particular, Commission Decision 98/500/EC stipulates that each **sectoral social dialogue committee**, for the sector of activity for which it is established, "shall be consulted on developments at Community level having social implications". Also in the case of FTAs, the related SIA exercise should therefore verify whether the agreement will create social implications for a sector for which a sectoral social dialogue committee exists. If this is the case a consultation of the committee has to be organised²². In the absence of a consolidated experience in that domain, it could be useful to explore the implications of these norms, how to distinguish between compulsory/voluntary consultation, how far a parallel exchange with social partners in the trading partner country is needed, etc.

Methodological gaps exist for the evaluation of impacts on all three pillars of sustainable development. This is particular the case for the pillars of social and environmental impacts, but also for

¹⁸ A recent study by Université Paris-Dauphine, available at :

<http://ec.europa.eu/social/main.jsp?langId=en&catId=324&newsId=480&furtherNews=yes> , examines the relative merits of different types of clauses dealing with employment, social policy and sustainable development in bilateral and regional trade agreements.

¹⁹ An updated list of finalised or under way SIA studies is available at: <http://ec.europa.eu/trade/issues/global/sia/studies.htm>

²⁰ See: <http://trade.ec.europa.eu/civilsoc/index.cfm>

²¹ See in particular chapter 4.3. of the Guidelines and the Annex 5.2. concerning "Standards for consulting social partners". The text is available at : http://ec.europa.eu/governance/impact/docs_en.htm

²² The list of committees can be found at: http://ec.europa.eu/employment_social/social_dialogue/sectoral_en.htm#table

the economic pillar in the areas of economic impacts of areas such as services liberalisation or regulatory issues (investment, trade facilitation, public procurement, competition), and the adjustment costs of integration. Given the limitation of the studies budget, work should focus on areas for which the methodology is already reasonably well developed and for which analytical tools are already available²³.

Likewise, significant **logistic limitations** are unavoidable regarding the method of consultation with stakeholders for the SIAs: among others, time and resource constraints but also those linked to the difficulty in integrating into an analytical framework, social actors' invaluable field data, often within conflicting contexts²⁴.

Finally, it is useful to note that experience on the ex-ante SIAs in support of trade negotiations should serve as the basis for reference in **similar periodical exercises, not only prospectively but also retrospectively (ex-post)**, and should feed the debates between the actors involved in monitoring such trade agreements, once they are in force. It is thus necessary to discuss the available options to reinforce SIA's methodology and to adapt it to the implementation phase of such trade agreements, particularly with regard to their consultation strand.

d) exploring monitoring systems adapted to a "non-sanctions based" approach

The two former paragraphs converge on one point: the importance for the Commission to obtain the means to build credible and efficient monitoring systems to accompany the enforcement of trade agreements. It is a question of coherence with the commitments on decent work and the European social model. It is also the necessary complement to the enforcement of an approach that is not based superficially on commercial sanctions. The mission of such monitoring systems, although rooted in trade standards, should be to play an important and transversal role: in the promotion of relevant cooperation initiatives, in the dialogue and exchanges regarding national policy measures for decent work, in the structuring of the dialogue with civil society organisations.

Few examples exist at international level. The ILO Fundamental Principles and Rights and Work Surveillance Programme is of course an unavoidable point of reference, as well as various practices within the OECD. One can also learn from regional or bilateral initiatives: i.e. the White Paper process that accompanies the CAFTA-DR, or from partial regimes such as certain fair-trade labels or CSR initiatives. Other important references come from multiple national initiatives, bipartite or tripartite, which aim at anticipating the impacts that commercial globalisation can have on employment (such as the Spanish tripartite agreement). There are also more specific initiatives linked to various productive sectors or to local regions/administrations. There is undoubtedly **much to learn from the analysis of the links between these different levels and forms of monitoring**, in the designing of effective arrangements for trade agreements.

On another level, there is a particular interest in **the role that the different social partners' organisations should/could play, either on a national/regional level or within the context of existing structures such as the European social dialogue committees**. It is clear that these organisations have a role and can take on responsibilities by virtue of their expertise "in the field" and by virtue of their legitimacy. There are also more problematic aspects in terms of interaction with their traditional core business in defending workers' and employers' interests. The manner in which these organisations are consulted in the framework of SIA studies and/or will be involved in the monitoring boards in trade agreements, should take account of the different models of industrial relations and of the historic of social partners in each country.

Finally, one should also consider the **role that European/Members states' Aid and cooperation for development can play** in the enforcement of these monitoring systems of trade agreements. This

²³ A comprehensive description of the Trade SIA methodology is available in DG Trade's Trade SIA Handbook at: http://europa.eu.int/comm/trade/issues/global/sia/studies_meth.htm#handbook

²⁴ An ongoing study (VT/2008/56) is looking at the way in which stakeholders' consultation could be structured.

cooperation takes more and more into account the different objectives of the decent work agenda²⁵ but its whole potential has not yet been revealed in terms of aid for the capacity building of social partners, or in supporting participative management of the effects of international trade on employment. Implementing **aid for trade** with a view to better addressing the interaction between trade and decent work and strengthening capacity of developing countries in relation to social adjustment and managing change is a key challenge in the coming years

4. Subject of the contract

The tasks are divided into two lots and bidders may bid for one or two lots. For each lot a separate bid must be submitted.

Each lot cover the following issues.

4.1 Lot I: study on "Implications of environmental challenges for employment and employment policies within the EU and at international level (in particular climate change and the transition towards a low-carbon economy)"

Lot I will make a contribution to the understanding of the labour market implications of the transition towards a low-carbon economy. The study will analyse the employment consequences of the implementation of policies to achieve the 20/20/20 and 10 % targets by 2020 (see section 3.1) on the composition, quantity and quality of employment. Such analysis should enable better design of employment policies for a transition to a low-carbon European economy.

The successful bidder will identify the most relevant and most likely policy measures that would be implemented at European Union level and in the Member States to reach the above mentioned 20/20/20 targets. This policy mix will then form the basis for the projection (with a well specified and estimated empirical model) of a baseline scenario that shows up to the year 2020 the expected developments in the economy and, especially, in the labour markets both at the aggregated level as well as at a sufficiently disaggregated level. The study should take into consideration also relevant and reasonable information for EFTA/EEA and EU candidate countries.²⁶

The study will continue subsequently with an analysis of the impact of employment policies aimed at addressing the adverse developments in the labour market. The contractor with the support of a panel of experts will investigate for each of the Member State and the EU²⁷ as a whole the relevant issues that are not covered by the model – either because they are of a qualitative nature or lack of data.

Finally, the study should present a clear and comprehensive analysis of the issues and formulate clear and concise recommendations that contribute to the strengthening of the implementation of the European Employment Strategy (EES) and support the development of strategies for the future, including the use of structural funds (especially the European Social Fund and European Globalisation Fund). The study should be of such a nature that it could be disseminated to a broad public, for example, through the publication in future *Employment in Europe* reports.

4.2 Lot II - study on "Trade and Labour – Making effective use of trade sustainability impact assessments and monitoring mechanisms"

²⁵ Two studies recently finalised offer an overview of how the EU's external assistance programs promote employment and decent work (<http://ec.europa.eu/social/main.jsp?langId=en&catId=323&newsId=478&furtherNews=yes>) and how works bilateral cooperation on employment and decent work between EU Member States and ten partner countries (<http://ec.europa.eu/social/main.jsp?langId=en&catId=323&newsId=479&furtherNews=yes>).

²⁶ See e.g European Commission Communication of 28 January: "Towards a comprehensive climate change agreement in Copenhagen", COM(2009) 39 final, available at <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52009DC0039:EN:NOT> that argues that emission targets set by Copenhagen agreement will need to apply to all countries listed in Annex I to the UNFCCC, all OECD countries, all current EU Member States, EU candidate countries and potential EU candidate countries, as well as EEA relevance of the Climate and energy package, adopted in December 2008.

²⁷ Where the present tender specifications refer to the EU and/or the Member States, the bidder will be expected to develop meaningful considerations and working approaches for the EFTA/EEA and EU candidate countries.

Lot II aims at launching an action research study on the appropriate measures to better involve workers and employers' organisations and local communities/public administrations in the assessment (ex-ante) and monitoring (ex-post) of the linkages between employment and international trade, both in Europe and in selected third countries/commercial partners. In doing so, it will also provide guidance with respect to the involvement of other civil society organisations.

The purpose of the study is to provide background and expert information, based as far as possible on concrete experiences, on the pro and cons of different type of measures which the EC could promote to make effective its commitment to regularly assess and monitor how far trade practice is conducive to decent work, and how any FTA article on trade and sustainable development is being implemented. Some research questions could illustrate this purpose:

- How do social partners assess those consultations in which they have participated in the framework of SIA studies undertaken by the EC ? What are the views of social partners on the follow-up to SIA results and how can existing practice in this respect be improved ?
- Which contribution to the SIA could be expected from a more structured common work by social partners in specific productive sectors?
- Are there "good" practices in terms of "social dialogue for a trade liberalisation conducive to decent work" which already exist and which could be diffused to accelerate learning and capacity building? What lessons can be learned from experiences made by other actors involved in SIAs and the monitoring of trade policy (civil society organisations, private sectors actors)?
- How useful could it be to undertake a retrospective (ex-post) assessment of impacts with a view to improving the quality of prospective (ex-ante) exercises by stakeholders?
- Which type of capacity building is needed for social partners in EU and third countries to advance their potential role in monitoring social impacts of trade? Which kind of measures could be envisaged other than exchanges of good practices and how to interact with already existing initiatives by Member states/social partners? Could networks with academic institutions and/or other civil society organisations be useful in this context?
- Is it relevant and feasible to involve local administrations in such FTA monitoring mechanisms, to better legitimate social dialogue concerning employment effects of trade globalisation?
- What balance must be set in the monitoring system between, on one side, preventing and readjusting behaviour that can be deemed as being abusive, socially irresponsible or violating the core labour standards, and on the other, promoting positive measures so that trade can go hand in hand with progress in terms of decent work?
- Which type and magnitude of financial support could be necessary for different approaches to make effective this monitoring mechanism? Which links could be established with existing cooperation programs and with sector policy dialogues?
- Which type of expertise the Commission services should be able to mobilise to provide effective contact points, appropriate inputs to the monitoring bodies and all the background work related to the Trade and Sustainable Development provisions?

By answering these questions the study should enhance the EU's knowledge base on the promotion of decent work in connexion with trade and sustainability issues. The study will therefore contribute to the promotion of the external dimension of the EU Social Agenda and the policies funded by PROGRESS, notably its employment section.

5. Participation

Please note that:

The call for tender is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with

the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

6. Tasks to be carried out by the contractor

6.1 Lot I - Study on "Implications of environmental challenges for employment and employment policies within the EU and at international level (in particular climate change and the transition towards a low-carbon economy)" (maximum € 400.000).

Under Lot 1, the study comprises 5 tasks as specified by the Commission services. However, the approach for each of these tasks (described in detail below) does not have to be limited to the recommended approach, but the possibility exists for the bidder to propose well defined supplementary or alternative analyses.

Task 1: A literature review

The purpose of the literature review is twofold. Its first purpose is to inform the Commission services about recent results in the analysis of the labour market challenges associated with policies that promote the transition towards low-carbon economy. This review should cover developments at the European Union level, the level of the EU-Member States, EFTA/EEA and EU candidate countries as well as in other relevant developed countries such as for instance the USA.

As the general set-up of the study is to analyse the labour market at a fairly disaggregated level, the literature review will have to pay special attention to the different types of workers (along the geographical-, regional-, sectoral-, skill-, age-, and gender-dimension) and identify their sensitivity to policies for mitigating climate change (job creation/destruction in comparison to total employment in sector, job restructuring). This review should also discuss the methods that are used in the literature to estimate the employment impacts of climate mitigation and adaptation policies.

The second purpose of the literature review is to help the Contractor to fine tune the assumptions regarding the future developments in the policies that will foster the transition towards a low-carbon economy.

Task 2: Identification of the most likely policy measures to reach the 20/20/20 and 10 % targets by 2020 and a projection of their employment effects

In the first step of Task 2, the study should identify the relevant policy measures that would be implemented at the level of the European Union as well as at the level of the Member States in order to reach the climate and energy targets by 2020. This exercise should be based on the earlier mentioned literature review and the knowledge generated by a panel of experts, and agreed with the Steering Committee.

The set of assumptions for the baseline and alternative scenarios could cover: the evolution of environmental-, taxation-, energy-, trade-, industrial- and competition policies, measures at sectoral and horizontal level for the promotion of renewable energy and energy efficiency, the future developments in energy prices etc. The list is not closed and a contractor can add additional policy areas. Also the position of important international players (e.g. US, China and other) with respect to environmental goals (CO₂ reduction) should be taken into account. The bidder should present in his/her bid a clear overview of the policies that his/her baseline scenario will cover.

Few alternative scenarios could be envisaged reflecting higher environmental targets (for instance the 30% reduction of greenhouse gases emission in the EU by 2020 if other developed countries commit to comparable cuts) and/or alternative pathways of economic development and/or policy combinations.

In the second step, based on the policy measures identified in the first step²⁸, the future developments in the labour markets (as well as the other relevant economic variables) of the EU and its Member States should be projected on an annual basis, up to 2020 by means of a dynamic empirical model. It is very important that the model is clearly described in the bid indicating which countries (regions) the model covers as well as the level of disaggregation in the labour market. The model should project the labour market outcomes of the different Member States by taking inter alia into account the differences in the scale and scope of the policy measures at the level of the individual Member States.

On the basis of the obtained results the successful bidder will describe the developments in employment, both at the aggregated and disaggregated level. For instance, high and low-skilled may (in some sectors) show a different adjustment profile. Relevant developments that are difficult to capture by the quantitative model due to data problems or their qualitative nature should also be discussed in detail. The obtained results should be illustrated by concrete examples. For this work, the successful bidder should also make use of the panel of experts to identify most important issues in countries/regions analysed.

The study should pay attention to identifying the difference between employment impacts of climate change policies and economic crises. It should also discuss to what extent the demand for labour in general and especially for particular vulnerable groups (e.g. low-skilled, young, older, women) could be affected by the 2020 targets because of advances in technological progress motivated by climate mitigation policies.

Task 3: Employment policy responses to environmental challenges

In the first step, the study should evaluate the appropriateness of various labour market policies to ease the transitions towards a low carbon economy and to deal with the adverse labour market developments identified in Task 2. It should point out the costs and benefits of labour market policies that ensure the adaptation of the labour force in the most exposed sectors, and explain how they fit within flexicurity approach.

The contractor should propose a labour market policy mix to be simulated by the model, in agreement with the Steering Committee. The proposal should be based on the literature review and the contribution from the panel of experts with special expertise on employment issues. The analysis should include in particular active labour market policies²⁹, as well as labour taxation, financial incentives from public sources of financing (including European Social Fund, European Globalisation Fund and revenues generated by ETS etc.) and life-long learning policies (training and skill-upgrading etc.). The list is not closed and a contractor can add additional policy measures. Relevant employment policies that are difficult to capture by the quantitative model should also be discussed in detail. The study should also identify which employment policy instruments are missing and how they can be developed over time.

The assessment should take into account:

- the adjustment ability (also geographical mobility) of various groups that are going to be most exposed as identified in Task 2;
- the social and economic environment in which the vulnerable groups work and live;
- recommendations based on evaluations of active labour market and employment policies, including governance structures;³⁰

²⁸ The first step is a prerequisite for further analysis of detailed labour market developments which are the most important issues to be discussed in the study.

²⁹ See more on Effective European Active Labour Market Policies in Employment in Europe 2006, chapter 3, available at http://ec.europa.eu/employment_social/employment_analysis/eie/eie2006_chap3_en.pdf.

³⁰ E.g. "Study on the effectiveness of ALMPs" finished in 2005 by RWI Essen, for the European Commission, DG Employment, Social Affairs and Equal Opportunities (available at http://ec.europa.eu/employment_social/incentive_measures/studies/effect_imp_almp_fin_rep_en.pdf), found out positive impacts of training programs and private sector incentive schemes. Particular attention should be paid to Services and Sanctions, which turns out to be a particularly promising and, due to its rather inexpensive nature, cost-effective type of measure. A well-balanced design of basic services such as job search assistance and counselling and monitoring, along with appropriate sanctions for non-compliance, seems to be able to go a long way in enhancing job search effectiveness. If further combined with other active measures such as

- sensitivity and feasibility of such policies throughout the business cycle.

In a second step, the study should investigate whether current and planned employment policies at the level of the EU and at Member States leave up to challenges posed by transition towards low carbon economy. It should summarize the actions done or planned for the near future by labour market actors in Europe at EU and Member States level and internationally (e.g. USA and green recovery plan). Then it should compare the gaps between current/planned and needed programmes as identified by above analysis. The study should also highlight examples of good practices from the job transition point of view (also relevant international; e.g. USA) that are effective and can be easily applied in other countries.

Task 4: Policy recommendations

Based on the findings of the previous tasks, the study should formulate recommendations to strengthen the implementation of the EES and help with the design of future employment policies, with particular attention to the weaker groups (e.g. the low-skilled, young, and older workers).

Task 5: Workshop

The contractor will present the main findings of the study – as published in the draft final report – at a workshop in Brussels. In addition to presentation of preliminary findings, the contractor will be responsible for the agenda of the workshop and the list of invitees outside the Commission and Employment Committee (EMCO) (max. 60), and he/she will prepare the minutes of the workshop. Commission officials and members of the Employment Committee (EMCO) will be invited by the Commission to participate at the workshop. The Commission will provide the conference facilities.

The contractor will propose up to 10 experts from the EU Member States and from third countries participating in PROGRESS, not belonging to the contractor, to participate in the conference as speakers or discussants. The Commission services will invite and reimburse these proposed experts upon approval.

The main results from the study under Lot I include:

- a comprehensive literature review concerning the implications for the EU, EFTA/EEA and EU candidate countries labour markets of the transition to a low-carbon economy;
- the provision of expert advice and detailed information concerning the current and expected future labour market developments in the face of the transition to a low-carbon economy;
- a detailed analysis of some concrete labour market policy issues to deal with the challenges and opportunities from the transition;
- a workshop in Brussels during which the main results of the study will be presented.

6.2 Lot 2 - Study on "Trade and Labour – Making effective use of trade sustainability impact assessments and monitoring mechanisms"(maximum € 200.000).

Under Lot 2, the study comprises 4 tasks as specified by the Commission services. However, the approach for each of these tasks (described in detail below) does not have to be limited to the recommended approach, but the possibility exists for the bidder to propose well defined supplementary analyses.

Task 1 – Analysis of dialogue and consultation mechanisms used during SIA exercises

This task encompasses the following elements:

a) Comparatively review all bi-lateral and bi-regional SIA studies launched by the EC by 31 March 2009³¹: in particular the main results of the social impact analysis, the deeper analysis by sectors, the process and results of the consultation activities, as well as the follow-up given to SIAs.

training and employment subsidies, this effectiveness could be increased, even for youths, as promising results from the UK's "New Deal" show.

³¹ An updated list of finalised or under way SIA studies is available at: <http://ec.europa.eu/trade/issues/global/sia/studies.htm>

b) In addition to the review of the studies, field work should be carried out in at least two of the countries where SIA were conducted, which should include at least:

- interviews with stakeholders involved in the SIA process, notably social partners and
- one workshop with those stakeholders in each of the two countries

which should gather their assessment/views on the past SIA processes.

c) and collect their advice on the potential to shape future systems monitoring social impact of trade.

d) This task should also include exploratory work on the feasibility of involving existing EU “sectoral social dialogue committees³²” in those SIA&Monitoring exercises.

The final selection of those cases – which should include Ukraine and one or more other countries – should be proposed and justified in the tender.

Task 2 – review of other experiences of dialogue and consultation with social partners aimed at assessing, anticipating and monitoring employment effects of international trade.

At a broader scope – i.e. beyond the countries where SIAs have been carried out for the Commission - , identify "good practices" of bi- or tri-partite dialogues, checking in particular, if and in how far they have mitigated negative effects of trade on employment or facilitated taking advantage of commercial opportunities with positive effects on decent work.

a) This task should concentrate on a synthesis of existing literature and studies.

A procedure to identify the appropriate cases and to select the more relevant ones will have to be proposed (theory and methodology) in the tender. These cases and good practices should come from Europe and from other regions or countries. Factors that should be considered as relevant could include, for example: analytical capacity of stakeholder; link between the analytical competence of these systems and the capacity to influence concrete public policies relevant to trade impact on employment or to propose measures to mitigate/take advantage of opportunities (ex. value chains, local employment pacts, branch collective contracts, anticipation observatories, training plan for restructuring processes, European social dialogue, etc.).

b) Present the results of task 2.a) in a communication tool

This self standing report/document should present an *argumentaire* and a theoretical classification of the selected best practices and provide fiches on concrete examples, from Europe and abroad. It should be possible to use it as a communication tool for the Commission services to support dialogue with European and third country stakeholders, particularly the social partners' organisations, to primarily activate the employment and social dimension of the agreed monitoring mechanisms of FTAs, but also providing possible guidance with respect to the involvement of other civil society organisations.

Task 3 – Learning from a retrospective SIA-like exercise in Chile, involving social partners and relevant public administrations.

As the monitoring mechanisms envisaged in future FTAs are not yet in place, the case of Chile is selected to test some features of such mechanisms. The test case of Chile is selected as it presents the advantage of an FTA with Europe which was signed in 2002 and has had significant effects in terms of trade for that country³³. The contractor does not have to undertake a full evaluation of the FTA. The focus should rather be to analyse and discuss the specific effects of the FTA on employment (quality, quantity, restructuring, conflicts, etc.) as they have been observed since it entered into force in 2005.

³² A presentation of the existing sectoral social dialogue committees is available at: <http://ec.europa.eu/social/main.jsp?catId=480&langId=en>

³³ The [EU-Chile FTA is part of an ambitious and innovative Association Agreement](#) that covers the main aspects of EU-Chile relations, i.e. political, trade and co-operation. For more details, see : http://ec.europa.eu/external_relations/chile/index_en.htm

This review should be based on information (official reports, studies etc.) and opinions by relevant stakeholders on these past developments and experiences³⁴. The results should be taken into account by the contractor in preparing appropriate concepts, grids and check lists to be used during similar "prospective" exercises, in Chile as in other countries with which the EU aims to conclude FTAs, in order to improve the identification and analysis of likely and possible effects which will need to be anticipated and managed. These tools should be appropriate for the relevant stakeholders, including social partners and other civil society organisations.

Field work under task 3 should include the preparation of appropriate consultation documents to invite social partners to contribute; the selection with EC services of 2 or 3 sectors or sub-national regions on which concentrate analysis (for example an export oriented sector and a labour intensive one as retail or outsourced services); animate an interactive consultation process, including workshops, interviews, mini-studies, data collection and exchange of documents, sufficiently well-structured to facilitate the involvement of social partners in future possible monitoring arrangements for the EU-Chile FTA.

The final report for this task will have to be available also in Spanish and should contain analysis and recommendations addressing the three pillars of the Association Agreement (policy dialogue, trade and cooperation) and its institutional setup.

Task 4 – Prepare a final report:

Based on the parallel results from the other tasks, the final report should include a conceptual framework, policy options and well argued recommendations to the EC with a view to putting into practice and supporting effective monitoring mechanisms for the trade and sustainable development commitments of FTAs.

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

i) Specific guidelines under Lot 1

- **The panel of experts:** The panel will consist of experts from a representative set of Member States and include experts from independent institutions (such as universities) as well as from representatives of NGOs, employers and employees covering relevant policy fields. The panel will advise the core study team in the development of the baseline scenario and in analysis of employment impacts and use of employment policies.. Their names and CVs will be presented in the bid.
- **Data sources:** The quantitative analysis should be based on harmonised EU data (e.g. national accounts ESTAT, labour force survey statistics, LABREF³⁵) supplemented with other relevant publicly available national and international sources (OECD, IMF and ILO).
- **Other sources:** The basic sources/references for Task 2 are various documents³⁶ from the European Commission, Council and European Parliament, and other relevant institutions and agencies (e.g. European Environment Agency, OECD, ILO, Eurofound etc.).
- **Model:** The contractor should build upon an existing, well-specified dynamic empirical multisectoral (multiregional) model that contains or can be expanded with a labour market module. The model should preferably allow for endogenous technological progress. It should provide information about the dynamics of the adjustment path of the economy, and in particular of employment at a disaggregated level at EU and Member States level up to 2020.
- **Methodology:** The quantitative assessment of employment impacts (Task 2) should be preferably carried out by model based approach and be complemented by qualitative assessment as needed. The model based approach would be appreciated also for testing the use of labour market policies under Task 3 and complemented by qualitative assessment.

³⁴ Basic information on EU-Chile trade relations is available at : http://ec.europa.eu/trade/issues/bilateral/countries/chile/index_en.htm

³⁵ LABREF is available at http://ec.europa.eu/economy_finance/db_indicators/db_indicators8638_en.htm.

³⁶ The non exclusive list includes documents such as European Economic Recovery Plan, Climate and energy package, Road to Copenhagen, 2006 Action Plan on Energy Efficiency, Renewable Energy Road Map, First Strategic Energy Review 2007, Second Strategic Energy Review 2008, Environment Policy Review etc.

- A time period to be considered ranges up to 2020.
- Geographical entities to be covered: The study should encompass EU as a whole and the 27 EU Member States (analysis at a more disaggregated level within Member States –regional level– would be appreciated), and to the largest extent also EFTA/EEA States as well as EU candidate countries. The analysis at country/regional level should be consistent with the sectoral analysis.
- Level of analysis: The analysis of labour market developments should be done at least at the sectoral- and skill-level, but inclusion of gender- and age- dimension would be appreciated.

ii) Specific guidelines under Lot 2

Within the above framework of tasks and on the basis of the tender, the concrete steps of work will be defined in strict cooperation with EC services, to facilitate full use of existing policy dialogue initiatives, cooperation projects, and other activities in the framework of the Association Agreement between the EU and Chile. EC services, centrally and locally, will also contribute with their own expertise.

The basic suggested methodology for field work (task 1 and 3) is that of an action-research study. The contracted researchers should on their side animate the process, observe the interactions between stakeholders, feedback their analysis and facilitate awareness raising of stakeholders about the conclusions and recommendations that could be learned from this study.

The inclusion of a partner organisation in Chile could be an advantage.

iii) 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 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.

iv) General publicity and information requirements:

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: In the context of the Community Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

This (publication, conference, training session etc) is commissioned under the European Community Programme for Employment and Social Solidarity - PROGRESS (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' commitment. 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 activity, the Contractor will insert the European Union logo and mention the European Commission as the Contracting Authority in every publication or related material developed under the present contract.

7. Professional qualifications required

See Annex IV of the draft contract, CVs and classification of experts

Additional requirements:

The contractor should prove strong analytical qualifications on :

- research methodologies,
- economic and social sciences, policy analysis;
- significant work experience in the areas of employment policies,
- social dialogue policies,
- and trade policies,
- as well as a sufficient international expertise taking into account the geographical coverage of the study.

8. Time schedule and reporting

8.1 Specific requirements (specific deadlines for the performance of tasks) - Lot 1

The full duration of the contract should not exceed **18 months** from the date of the signature of the contract.

The contractor will deliver an ***inception report*** within one month from the signature of the contract. This report will consist of the following elements:

- detailed outline of the approach/methodology/data to be used;
- detailed work schedule for the remaining period.

The contractor will deliver a **first interim report** within 4 months from the signature of the contract, containing results of the work performed within task 1 above, as well as proposal of most likely policies and measures, a description of data sources to be used and an outline of the model structure.

The contractor will deliver a **second interim report** within 10 months from the signature of the contract, containing results of the analysis performed within task 2, as well as a proposal of employment policies to be assessed as response to environmental challenges and a detailed report on progress on the other tasks.

The contractor will deliver a **draft final report** after 16 months from the signature of the contract. The report will be an input for the **workshop** that should take place shortly after the submission of draft final report. The draft final report will be of around 150 pages plus annexes.

The contractor will deliver a **final report**, merging in a single document the three reports previously submitted and incorporating as far as possible feed-backs received (including the technical workshop mentioned under section 6.i above), within 18 months from the signature of the contract. The final report will be of at least 150 pages plus annexes. Output needs to be provided on electronic supports, such as CDs – tables and graphs in Excel format and report in Word format – and 3 paper copies.

All above mentioned reports should be submitted in English.

A Steering Committee will be established to guide the contractor during the execution of the project.

The contractor should anticipate 5 meetings (including workshop) with the Steering Committee to discuss the reports. These meetings will take place in Brussels.

8.2 Specific requirements (specific deadlines for the performance of tasks) - Lot 2

The full duration of the contract should not exceed **18 months** from the date of the signature of the contract.

Delivering:

1. **An inception note** shall be sent to the Commission for approval within 4 weeks from the signature of the contract. The note will further elaborate on the methodology presented in the tender to undertake the above-mentioned tasks.

2. Interim report 1

The contractor will deliver a first interim report within 4 months from the signature of the contract on the activities realised under Tasks 1, 2 and 3.

3. Interim report 2

The contractor will deliver a second interim report within 9 months from the signature of the contract. The report should summarise the results of Tasks 1 and 2, the achieved progress on the other tasks and detailing the remaining foreseen future activities until the completion of the contract. With this second interim report it should be possible to deliver a complete text of the self standing report mentioned under task 2. b), to be used as a communication tool.

4. Draft Final report

The Contractor will deliver a draft final report after 14 months from the date of signature. This deliver should also include a Spanish translation of the self standing report mentioned under task 2. b).

5. Final Report

The Contractor will deliver the final report at the latest 18 months from the signature of the contract. The report should contain an overview of the main findings of the above-mentioned activities (Tasks 1, 2 and 3) and come up with policy recommendations (Task 4).

The final report will be of around 60-80 pages plus data annexes, accompanied by an executive summary of maximum 10 pages in English, French, Spanish and German. A self standing and adapted version of the chapter presenting the results of task 3 (the SIA-like exercise in Chile) should be prepared in Spanish, with the aim to diffuse it to the involved or interested stakeholders in Chile and in other Latin-American countries.

Output needs to be provided on electronic supports such as CDs – tables and graphs in Excel and report in Word.

All above mentioned reports should be submitted in English, apart the above mentioned translations.

A Steering Committee will be established to guide the contractor during the execution of the project.

The Contractor should anticipate 5 working meetings with the Steering Committee to discuss the reports. These meetings will take place in Brussels.

8.3 General reporting requirements under PROGRESS

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 to the Commission and/or persons authorised by it against a template that will be attached as annex VI to the contract. 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.

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

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

w.d. = 1 working day for 1 expert

2. Calculation of amounts due under the present Contract

2.1. Fees

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

copies of the required report(s) ³⁷ 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	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

³⁷ 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>
.	

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 Radek MALY, Head of Unit - EMPL/D/1 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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ANNEX VI **Final technical report to be submitted**

See attached document(s): 10 pages.

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