



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

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

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## Study Service Contract

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*Contract title* **Analysis and evaluation of the health, social, economic and environmental impact of a possible amendment of certain EC directives on health and safety at work as a result of the adoption of Regulation (EC) No 1272/2008.**

*Contract ref. no.* **VC/2010/0446**  
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

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

### Other administrative information

*Department* **DG EMPL/F/4**

*Pre-information notice* O.J. publication ref. no: —  
*Call for tenders* DG EMPL ref. no: VT/2010/013 of .....

*Contract notice* O.J. publication ref. no: .....

*EPIC (CIAME)* ref. no: ...../.....

*Databases* SMART ref. no: .....

*Service category* no: A12

### Other accounting information

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

*Type of Contract* V/SE/STUSEC02

The European Union (hereinafter referred to as “**the Union**”),  
represented by the European Commission (hereinafter referred to as “**the Commission**”),  
which is represented for the purposes of the signature of this Contract by Costas  
CONSTANTINOU, Head of Unit - EMPL/F/4, Employment, Social Affairs and Equal  
Opportunities DG,

on the one part,

AND

.....(*official name in full*),  
registered legal form: .....,  
statutory registration number: .....,  
official address in full: .....,  
VAT registration number: .....,  
(hereinafter referred to as “**the Contractor**”),  
represented for the purposes of the signature and management of the present Contract by  
.....(*forename and name in full*), .....(*function*),

of the other part,

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following **Annexes**:

- **Annex I** Tender Specifications (Invitation to Tender no. VT/2010/013 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.

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## I. **Special conditions**

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

**I.1.1.** The subject of the Contract is the following study: **Study service contract to analyse and evaluate the health, social, economic and environmental impact of a possible amendment of certain EC directives on health and safety at work as a result of the adoption of Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures..**

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

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

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

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

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

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

### 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 279 999.00 covering all tasks executed.

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

Not applicable.

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

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

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

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

invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

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

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a 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 <sup>1</sup>, identified <sup>2</sup> as follows:

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

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

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

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

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

**Commission**

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

**Contractor**

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

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

**I.7.1.** The Contract shall be governed by Union law, complemented, where necessary, 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 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 internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union.

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.

**Article I.9 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.

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## **II. General conditions**

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

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

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

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

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

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

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

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

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

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

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

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

## Article II.2 Liability

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

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

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

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

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

## Article II.3 Conflict of Interests

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

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

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

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

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

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

## Article II.4 Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## Article II.6 Recovery

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

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

**II.6.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union 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 Union 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 Union, 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 Union. 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 Union.

**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 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;
  - (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
  - (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
  - (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
  - (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 c), d), 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.15a Substantial errors, irregularities and fraud attributable to the Contractor**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

## **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 Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union 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 Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

**II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

## **Article II.18 Amendments**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

## **Article II.19 Suspension of the Contract**

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract or of part thereof.

**Signatures**

1. For the Contractor,

..... (forename and name)

..... (position)

..... (company name)

2. For the Commission,

Costas CONSTANTINOU

Head of Unit - EMPL/F/4

Employment, Social Affairs and Equal

Opportunities DG

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

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

In duplicate in English.



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# Tender Specifications and Monitoring

ANNEX I Tender No. VT/2010/013 of .....

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## 1. Background

### 1.1. PROGRESS introduction

PROGRESS<sup>3</sup> is the EU's employment and social solidarity programme, set up to provide financial support for the attainment of the European Union's objectives in employment, social affairs and equal opportunities as set out in the Social Agenda<sup>4</sup>. 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 PROGRESS mission is to strengthen the EU's contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To this 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 supports:

- The implementation of the European Employment Strategy (section 1);
- The implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- The improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- The effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- 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 2010 annual work plan which can be consulted at :

<http://ec.europa.eu/social/main.jsp?catId=658&langId=fr>.

### 1.2. Background information specific to this contract

#### 1.2.1 Purpose

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<sup>3</sup>Decision No 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity — Progress, JO L 315 of 15.11.2006.

<sup>4</sup> Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - Renewed social agenda: Opportunities, access and solidarity in 21st century Europe COM/2008/0412 final of 02.07.2008.

The purpose of this study is to assess the health, social, economic and environmental impact of the possible amendment of five directives on health and safety at work. These amendments would reflect new requirements laid down for classification, labelling and packaging of chemicals as a result of the adoption of Regulation (EC) No 1272/2008 in order to implement, within the European Union, the United Nations Globally Harmonised System of Classification and Labelling of Chemicals.

Five EU directives on health and safety at work refer to classification and labelling requirements for chemicals. The five directives concern chemicals including carcinogens and mutagens, safety signs and two specific categories of workers, namely pregnant or breastfeeding workers and young persons. The full titles and references of these directives are provided at Section 2 which details the scope of this study. The references to classification and labelling in the Directives define either the scope or specific requirements of the directives. The principle underlying the need to consider amending these five directives is to ensure that the current level of worker protection is maintained.

### 1.2.2 The general context

The Globally Harmonised System of Classification and Labelling of Chemicals (GHS) is a United Nations system to identify hazardous chemicals and to inform users about the related hazards by means of standard symbols and phrases on packaging labels and to communicate relevant information within safety data sheets (SDS).

Following successful negotiations on the proposal, the European Parliament and the Council adopted Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures ('the CLP Regulation') on 16 December 2008. This Regulation aligns the EU system for classification, packaging and labelling of chemical substances and mixtures with the United Nations Globally Harmonised System (GHS)<sup>5</sup> and was published in the Official Journal on 31 December 2008.

The CLP Regulation entered into force on 20 January 2009. The deadlines for classification in accordance with the new rules will be 1 December 2010 for substances and 1 June 2015 for mixtures. The CLP Regulation will ultimately replace the current rules on classification, labelling and packaging of substances (Directive 67/548/EEC<sup>6</sup>) and preparations (Directive 1999/45/EC<sup>7</sup>) after the transition period provided for in Article 61 of the same Regulation.

The CLP Regulation is expected to facilitate global trade and harmonised communication of information on hazards posed by chemicals and to promote regulatory efficiency. It will complement the new 'REACH Regulation' (Regulation (EC) No 1907/2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals<sup>8</sup>).

Implementation of the GHS in the European Union via the CLP Regulation will require companies to classify, label and package their substances and mixtures appropriately before placing them on the market after a transition period when the two systems will be in force side by side. It aims to protect workers, consumers and the environment by means of labelling indicating possible hazardous effects of any particular chemical.

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<sup>5</sup> The Globally Harmonised System of Classification and Labelling of Chemicals (GHS) provides a harmonised basis for globally uniform physical, environmental and health and safety information on hazardous chemical substances and mixtures. In its Plan of Implementation, adopted in **Johannesburg** on 4 September 2002, the **World Summit on Sustainable Development** encouraged countries to implement the harmonised system as soon as possible, with a view to making it fully operational by 2008.

<sup>6</sup> Council Directive 67/548/EEC of 27 June 1967 on the approximation of laws, regulations and administrative provisions relating to the classification, packaging and labeling of dangerous substances OJ 196 , 16/08/1967 P. 0001 - 0098

<sup>7</sup> Directive 1999/45/EC of the European Parliament and of the Council of 31 May 1999 concerning the approximation of the laws, regulations and administrative provisions of the Member States relating to the classification, packaging and labelling of dangerous preparations OJ L 200, 30.7.1999, p. 1–68

<sup>8</sup> Regulation (EC) No 1907/2006 of the European Parliament and of the Council of 18 December 2006 concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH), establishing a European Chemicals Agency, amending Directive 1999/45/EC and repealing Council Regulation (EEC) No 793/93 and Commission Regulation (EC) No 1488/94 as well as Council Directive 76/769/EEC and Commission Directives 91/155/EEC, 93/67/EEC, 93/105/EC and 2000/21/EC.



The safety data sheets provided by chemical suppliers are a major source of information for employers and workers. Transitional arrangements will also apply to the legislative requirements applicable to safety data sheets.

### 1.2.3 Impact of adoption of the EC Regulation on classification, labelling and packaging of chemicals on downstream EU legislation including directives on health and safety at work

Classification of substances and preparations (in the GHS the term 'mixtures' is used) triggers other obligations in downstream EC legislation. The Commission departments concerned have assessed the potential effects of application of the GHS criteria on downstream legislation<sup>9</sup>.

They concluded that the effects are either minimal or can be minimised by appropriate changes to particular downstream legislation. The CLP Regulation itself includes such changes to the REACH Regulation. Separate amendments have been adopted to implement the CLP Regulation in other downstream European Union legislation.

However, these amendments of downstream legislation did not address the five directives on health and safety at work which refer to the existing European Union system for classification and labelling of chemicals (Directives 67/548/EEC on substances and 1999/45/EC on preparations) as a means of defining the scope or specific requirements of the directives.

Therefore, it is necessary to consider the need to amend the directives on health and safety at work in order to ensure that the requirements which depend on the European Union classification system for chemicals continue to apply. Any such amendment should align the directives with the changes made to the classification and labelling system for chemicals by the CLP Regulation and, preferably, this should be carried out before the end of the transition periods foreseen in the CLP Regulation.

The adoption of the CLP Regulation results in running two classification and labelling systems for chemicals (the existing European Union system and the GHS system as implemented in the European Union by the CLP Regulation) side by side for a set period. The first transition period provided for in the CLP Regulation ends on 1 December 2010 and applies to individual substances. Thereafter a second transition period, lasting until the 1 June 2015, will apply to mixtures of individual substances. On the 9th of December 2009, the European Commission decided to launch the first stage consultation of the social partners at Community level on the amendment of certain EU Health and Safety at Work Directives arising from the adoption of Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures (CLP). The text of this consultation is relevant to this study<sup>10</sup>.

For the purposes of this study, it should be also taken into account that, as mentioned in the text of the abovementioned consultation, the Commission intends to use this opportunity to make several minor amendments to the Annex of Directive 94/33/EC<sup>11</sup> (Young People at Work) in order to reflect changes to certain EU legal texts that are referenced in the Annex to this directive. In this respect, it must be observed that Section I point 2 (Biological agents) and Section II point 1 of the Annex refer respectively to Directive 90/679/EEC and Directive 90/394/EEC, which have been repealed respectively by Directive 2000/54/EC<sup>12</sup> and Directive 2004/37/EC<sup>13</sup>. At the same time, the above provisions of the Annex refer to certain provisions of the former Directives. Although the new Directives are accompanied by the correlation tables referring to the relevant provisions of the

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<sup>9</sup> [Analysis of the potential effects of the proposed GHS Regulation on its downstream EU legislation \(DG Enterprise\) and addendum.](http://ec.europa.eu/enterprise/sectors/chemicals/files/ghs/ghs_sc_study_final_and_addendum_101207_en.pdf)  
[http://ec.europa.eu/enterprise/sectors/chemicals/files/ghs/ghs\\_sc\\_study\\_final\\_and\\_addendum\\_101207\\_en.pdf](http://ec.europa.eu/enterprise/sectors/chemicals/files/ghs/ghs_sc_study_final_and_addendum_101207_en.pdf)

<sup>10</sup> First-stage consultation of the European social partners on amendment of certain EC directives on health and safety at work as a result of adoption of Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures  
<http://ec.europa.eu/social/keyDocuments.jsp?type=50&policyArea=0&subCategory=0&country=0&year=0&advSearchKey=&mode=advancedSubmit&langId=en>

<sup>11</sup> OJ L 216, 20.8.1994, p.12.

<sup>12</sup> OJ L 262, 17.10.2000 p.21

<sup>13</sup> OJ L 229, 29.6.2004, p.23

repealed Directives, it would be useful to further amend the Annex to the Directive 94/33 with the aim of clarifying its wording.

## **2. Purpose of the Contract**

### **2.1 Subject of the study**

**2.1.1** This study will assess the health, social, economic and environmental impacts which are due to the introduction of the CLP Regulation on the five occupational safety and health directives which make use of classification and labelling criteria. The study shall report both on each of the five directives individually and collectively.

The study will address the situation in the EU Member States together with the countries which are not EU Member States but which form part of the European Economic Area.

**2.1.2** The study will include the identification of the key changes to the chemical classification system at EU level which are relevant to each of the five directives listed in point 2.1.6. This information will be presented in the study report and will also be used when developing the guidance document and awareness raising information (task 2.1.5).

**2.1.3** The assessment will take account of the fact that at the end of the transitional period set out in the CLP Regulation, Directives 67/548/EEC and 1999/45/EC will be repealed. In particular, this assessment will aim to clarify whether it is sufficient to replace the references to the current classification and labelling criteria as set out in Directives 67/548/EEC and 1999/45/EC by references to the CLP Regulation or whether other or additional actions should be taken.

The earlier (i.e. pre-CLP Regulation) EU classification and labelling system was set out in Council Directive 67/548/EEC and Directive 1999/45/EC. These acts define hazard criteria for the classification and labelling of substances and preparations placed on the market. Many other Regulations and Directives addressing specific sectors or products refer to the classification criteria as conditions for obligations in these Community acts. Therefore, these acts are considered “downstream legislation”. They either refer to the classification in general, or to selected hazards or Risk phrases.

**2.1.4** The study will also develop a baseline scenario. This scenario will also help support an analysis of the effects generated by health and safety action, and as regards Directive 94/33/EC, the development of young people at work, prior to the entry into force of the CLP Regulation.. This is to provide an overview of the successes and challenges of the use of classification and labelling information by employers and workers when addressing the effective management of workplace chemical risks.

**2.1.5** The study report will include a section on a model guidance document and supporting awareness raising information that can be used to inform employers and workers on the key changes, relevant for occupational safety and health, introduced by the adoption of the CLP Regulation. The model guidance should be presented in a style that will help employers with their obligations to ensure that chemical risks can be adequately controlled at the workplace. The potential use of this, and other, guidance is linked to the non-binding policy option that will be evaluated during this study.

This should be a free standing guidance document which has the objective of providing practical support to employers and workers at the workplace level. It will not form an integral part of the future Impact Assessment document.

#### **2.1.6 The directives**

The five directives on health and safety at work, and the relevant sections that refer to classification of chemicals, are:

- 1 **Council Directive 98/24/EC on the protection of the health and safety of workers from the risks related to chemical agents at work<sup>14</sup> (fourteenth individual Directive within the meaning of Framework Directive 89/391/EEC<sup>15</sup>).**  
Article 2 defines the scope of the directive by means of the term 'hazardous chemical agent', which, in turn, is defined by referring to the relevant EC directives on classification and labelling of chemicals.
- 2 **Directive 2004/37/EC of the European Parliament and of the Council on the protection of workers from the risks related to exposure to carcinogens or mutagens at work<sup>16</sup> (sixth individual Directive within the meaning of Framework Directive 89/391/EEC).**  
Article 2 defines the scope of the directive by means of the terms 'carcinogen' and 'mutagen', which, in turn, are defined by referring to the relevant EC directives on classification and labelling of chemicals.
- 3 **Council Directive 92/58/EEC on the minimum requirements for the provision of safety and/or health signs at work<sup>17</sup> (ninth individual Directive within the meaning of Framework Directive 89/391/EEC).**  
Annex III, item 1 refers to the relevant EC directives on classification and labelling of chemicals.
- 4 **Council Directive 92/85/EEC on the introduction of measures to encourage improvements in the safety and health at work of pregnant workers and workers who have recently given birth or are breastfeeding<sup>18</sup> (tenth individual Directive within the meaning of Framework Directive 89/391/EEC).**  
Annex I, item 3 on chemical agents refers to risk phrases in the relevant EC directives on classification and labelling of chemicals.
- 5 **Council Directive 94/33/EC on the protection of young people at work<sup>19</sup>. This is an independent directive (i.e. it is not an individual Directive within the meaning of Directive 89/391/EEC).**  
Item 3 in section I of the Annex on chemical agents refers to the relevant EC directives on classification and labelling of chemicals.

## 2.2 The Objectives for the purposes of the Impact Assessment

For the purposes of this study the objectives to be addressed by the Impact Assessment are as outlined below:

**The general objectives** are the protection of workers' health and safety in accordance with the Article 153.1(a) of the Treaty on the Functioning of the European Union (FEU Treaty) (ex-Treaty on European Union Article 137.1(a)) whereby the Community shall support and complement the activities of the Member States in the improvement of the working environment. Under Article 153.2 FEU Treaty (ex-Article 137.2 TEU) the Commission may propose directives, minimum requirements for gradual implementation, having regard to the conditions and technical rules obtaining in each of the Member States. Such directives shall avoid imposing administrative, financial and legal constraints in a way which would hold back the creation and development of small and medium-sized undertakings.

**The specific objective** is to ensure that, following the adoption of Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures, an appropriate occupational safety and health legal and supporting framework is in place to enable workers health and safety to be protected from risks due to exposure to chemicals at the workplace.

<sup>14</sup> OJ L 131, 5.5.1998, p. 11.

<sup>15</sup> OJ L 183, 29.6.1989, p. 1.

<sup>16</sup> OJ L 229, 29.6.2004, p. 23.

<sup>17</sup> OJ L 245, 26.8.1992, p. 23.

<sup>18</sup> OJ L 348, 28.11.1992, p. 1.

<sup>19</sup> OJ L 216, 20.8.1994, p. 12.

**The operational objective** is to create the appropriate operational conditions for employers to take effective practical measures at individual workplace level to facilitate the protection of workers from risks to their health due to exposure to chemicals at the workplace.

### 2.3 The Policy options

**The policy options to be evaluated concern the protection of the health of workers from risks arising from exposure to chemicals at the workplace. They are:**

For each of the five directives the four policy options to be studied are:

- 1) Maintain the baseline scenario which would be based on taking no action at EU level to amend the five directives and to maintain the text of the current legislative framework as it currently exists.
- 2) Binding legislative action at EU level: To propose a new legislative instrument taking the form of a Directive adopted on the basis of Article 153 of the Treaty on the Functioning of the European Union, laying down the necessary changes to the five directives to align those parts of the directives that refer to chemical classification issues to the current EU legal situation following to the adoption of Regulation (EC) No 1272/2008 on classification, labelling and packaging of substances and mixtures.
- 3) Binding legislative action (as per policy option 2 above) combined with non-binding actions at EU level, including a model guidance document and supporting awareness raising information and campaigns which would be addressed to employers and workers.
- 4) Binding legislative action at EU level to remove the linkage between the EU chemical classification system and the requirements of the five directives. Instead the scope and other requirements should be referred to by the use of descriptor words such as "hazardous chemical agent", "carcinogen", "mutagen" without further qualification, together with other such suitable descriptors which may be necessary to align with the current requirements of the directives.

In order to give a comprehensive view on the situation that could result from the adoption of a specific new directive, and other policy options as described above, the contractor will have to accomplish the different tasks specifically mentioned under section 3 for each of the five directives.

Furthermore, the contractor will prepare a draft model guidance document and supporting information material, which could be used as the basis for an awareness raising campaign, as described in section 3.

### 2.4 Scope of the Impact Analysis

The results of this preparatory study for assessing impacts should provide the European Commission with sufficient and credible information to enable it to give due consideration to each of the policy options. The contractor should understand and comply with the requirements of the Impact Assessment Guidelines published by the European Commission. At the principle level this includes the three major steps of:

Step 1 The identification of health, social, economic, and environmental impacts.

Step 2 The qualitative assessment of the significant impacts.

Step 3 The in-depth qualitative and quantitative analysis of the most significant impacts.

The study should take account of scientific, technical, health, social, economic and environmental aspects of communicating and using chemical classification and labelling information and should identify and report on relevant sector specific issues.

### **3. Tasks to be performed by the Contractor**

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

#### **3.1 General tasks**

**3.1.1** The contractor shall carry out all of the tasks and present the results in a detailed way for each of the five directives on an individual basis together with an integrated summary of the collective analysis of the impacts. This work shall be carried out in accordance with the European Commission Guidelines on Impact Assessment<sup>20</sup>.

**3.1.2** The contractor shall address three key areas, namely:

*1. Definition of problem*

*2. Baseline scenario*

*3. Analysis of impacts*

**3.1.3** The contractor shall clearly identify and assess the impacts arising from each of the policy options including their impact on employers, workers and competent national authorities at EU level and at the level of European Economic Area. Where a very specific situation may exist in an individual Member State, and which is relevant for this study, it should be mentioned in the report. In carrying out the study the contractor shall give emphasis to the legal and practical consequences of amending, or not amending, the directives to reflect changes in chemical classification and labelling requirements arising from the adoption of the CLP Regulation.

**3.1.4** The contractor shall give emphasis to the practical implementation of the principle of using chemical classification and labelling information at the workplace for the purposes of contributing to the protection of the health and safety of workers. For example, the impact that classification and labelling information has on the ability of the employer to carry out a workplace risk assessment and to introduce proportionate and effective risk management measures.

**3.1.5** The contractor shall identify successes and challenges regarding the use of chemical classification and labelling information by employers and workers for both the pre and post CLP Regulation scenarios. The contractor, in cases where he identifies challenges relating to the practical use of this information, may make suggestions on how these challenges could be overcome. Similarly, where successes are identified in one specific area, then suggestions on how to encourage a broader utilisation of these successful approaches should be included in the report.

**3.1.6** The study report, including the model guidance document and supporting information, shall include examples of real situations, including case studies, to support the observations and remarks presented by the contractor. Where possible, the examples chosen should include an assessment, in broad terms, of the administrative and technical burden and costs of using classification and labelling information as part of an overall chemicals risk management approach at the workplace.

**3.1.7** The study report shall include any suggestions and recommendations made, both by employers (including undertakings and bodies in the public sector), by workers and/or their representatives and occupational safety and health professionals which could improve the practical use of chemical classification and labelling information in workplace health and safety risk management.

**3.1.8** The report and draft guidance document must include and apply well justified responses to the tasks of this contract.

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<sup>20</sup> EC IA Guidelines

[http://ec.europa.eu/governance/impact/commission\\_guidelines/docs/iag\\_2009\\_en.pdf](http://ec.europa.eu/governance/impact/commission_guidelines/docs/iag_2009_en.pdf)

Annexes [http://ec.europa.eu/governance/impact/commission\\_guidelines/docs/iag\\_2009\\_annex\\_en.pdf](http://ec.europa.eu/governance/impact/commission_guidelines/docs/iag_2009_annex_en.pdf)

**3.1.9** Special attention must be given to SMEs and to micro-sized organisations.

**3.1.10** The study must take account of any particularities relating to the age or sex of workers or other broad grouping of worker.

## **3.2 Specific tasks**

The contractor shall also perform the following specific tasks in relation to the elements of the study.

### **3.2.1. Defining the problem**

The five directives include requirements that are dependant on the EU system for the classification and labelling of chemicals. This system is in the process of changing as a result of the adoption of the CLP Regulation. As a consequence certain of the legal requirements of the five directives will be affected and this will have a potential impact on the protection of the health and safety of workers at the workplace.

It is necessary to assess this impact with a view to considering a range of possible actions that will ensure a continued appropriate level of protection of workers health and safety.

The contractor shall identify in detail the changes to the chemical classification and labelling system and present this information in so far as it is relevant for the five directives addressed by this study. This will include a summary of the main changes to chemical classification and labelling requirements with cross references between the pre-CLP and CLP situation for each of the chemical classification related requirements of the five directives. The document prepared by DG Enterprise on a general comparison between EU and GHS criteria provides background information relevant for this task<sup>21</sup>

The contractor shall present a broad outline of the potential consequences for worker protection arising from these changes.

### **3.2.2 Defining the baseline scenario**

**3.2.2.1** Identify the baseline scenario in both policy and practical terms at EU and EEA levels; together with an appraisal of likely future trends.

**3.2.2.2** Carry out a thorough legal analysis describing the legal impact of the main changes introduced by the CLP Regulation on the EU legislation for the protection of worker's health and safety and taking into account that Directives 67/548/EEC and 1999/45/EC will be repealed. In particular, it should be clarified whether it could be sufficient to replace the references in the five Directives on the protection of workers to the current classification and labelling criteria as set out in Directives 67/548/EEC and 1999/45/EC by references to the CLP Regulation or whether other or additional legislative actions may be appropriate to ensure the continued high level of protection of workers health and safety from risks arising from exposure to chemicals at the workplace.

**3.2.2.3.** The contractor shall present the baseline information on what currently occurs under the pre-CLP Regulation system so as to provide an understanding of the impact, in general terms, of those provisions of the existing five directives that refer to the EU system for chemical classification and labelling. This should identify and assess not only how this applies in the legal sense but also the practical reality in actual workplaces across the EU Member States and EEA.

**3.2.2.4.** The study report should present an evaluation of existing approaches to communicating and using chemical classification and labelling information in the EU Member States and EEA. It should identify incentives and barriers and the roles of the different stakeholders. This should identify and assess how chemical classification and labelling information is used to facilitate compliance with EU occupational safety and health requirements as outlined in the five

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<sup>21</sup> [http://ec.europa.eu/enterprise/sectors/chemicals/files/ghs/ghs\\_comparison\\_classifications\\_dec07\\_en.pdf](http://ec.europa.eu/enterprise/sectors/chemicals/files/ghs/ghs_comparison_classifications_dec07_en.pdf)

directives. This should include the key principles of hazard identification, risk elimination, risk substitution, risk assessment and the introduction of prevention and protective measures to protect the health and safety of workers together with worker information and training requirements as outlined in the directives on hazardous chemicals and carcinogens and mutagens. In addition it will also address the very specific issues contained in the directives on safety signs, young persons and pregnant or breastfeeding workers directives.

### **3.2.3 Analysis of impacts**

**3.2.3.1.** The contractor shall carry out a health, social, economic and environmental assessment of the impacts on the legal aspects and practical implementation of the requirements of the five occupational safety and health directives which make reference to EU chemical classification, labelling packing requirements and which may be affected by the adoption of the CLP regulation. This will be based on a very clear and specific analysis of the impacts of each of the policy options and should be addressed per directive and collectively.

**3.2.3.2** The analysis shall:

- Identify who is affected by the impacts, including their effects on employers, workers, Member States and national competent authorities at EU and EEA levels.
- Include an evaluation of the foreseeable positive and negative impacts on the protection of workers health and safety and, as regards Directive 94/33/EC, the development of young people at work.
- Identify and evaluate the direct and indirect impacts and how they occur.
- Identify and assess the impact on the sectors of economic activity that will be affected.
  - (a) Do the amendments have significant effects on certain sectors of economic activity?
  - (b) Do they have specific consequences for SMEs?
- Identify and assess the impact on employment and labour markets including the macroeconomic impact.
- Identify overall consequences of the policy options for economic growth and employment.
- Identify and assess the costs and benefits for each of the policy options.
- Confirm by documented evidence the appropriateness of the envisaged policy options including an assessment of their appropriateness in terms of potential effectiveness, proportionality, subsidiary together with an assessment of the ability to monitor and evaluate their implementation.
- Identify and assess the administrative burden and costs for the present situation and future scenarios based on the policy options The contractor shall apply, if considered feasible, the approach defined in the Commission working document SEC (2005) 175 "Detailed outline of a possible EU Net Administrative Cost Model".<sup>22</sup>
- Identify and assess the impact on existing national occupational safety and health polices at Member State, EU and EEA levels.
- Identify whether the initiative presents any specific challenges for particular EU Member States or EEA Members.

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<sup>22</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52005DC0518:EN:NOT>

For more information, see IA Guidelines SEC(2009)92 page 41 and Annex 10

- Assess the transposition and compliance aspects of the policy options to determine the feasibility of implementation, management and enforcement.

**3.2.3.3** The analysis of the impact of the various policy options should take into consideration the criteria of effectiveness and efficiency including practicability. This will include an evaluation of the advantages and disadvantages which should be examined for each option to support the legislator in making the most appropriate evidence-based decisions on how best to ensure that workers are effectively and appropriately protected from risks to their health and safety and, as regards Directive 94/33/EC, the development of young people at work.

**3.2.3.4** Where possible the study for assessing impacts should be supported by examples of actual situations that exist at EU and EEA levels.

**3.2.3.5** The study should report on the strengths and weaknesses of the existing requirements based on criteria, including suitability, comprehensiveness and effectiveness.

#### **3.2.4. Comparing the policy options**

Present a comparative analysis of the policy options including an appraisal of their subsidiarity and proportionality aspects, objectiveness, and impacts on health, social, economics aspects and the environment.

The detailed information should be complemented by a summary text that facilitates the ease of comparison between and within the various policy options and by means of a "scoreboard".

#### **3.2.5. Monitoring and evaluation**

Identify suitable indicators for monitoring and evaluating compliance with each of the policy options.

#### **3.2.6 Other specific aspects**

The study should distinguish between documented evidence and matters of opinion that are not necessarily supported by documented evidence.

The study should take account of the content of the consultation documents used by the Commission when consulting the Social Partners at EU level on the worker protection issues arising from the Regulation on CLP. The first stage consultation document was adopted by the Commission on 9 December 2009 and communicated to the social partners at EU level<sup>23</sup>.

The work shall be carried out in full knowledge of and in accordance with the Commission guidelines on Impact Assessment.

#### **3.2.7. Model guidance and supporting information material**

A proposal for a model guidance document and supporting awareness raising information should be drafted. This model guidance document and supporting information should be appropriate to be used during campaigns and at individual workplace level to inform employers and workers on the key elements of the pre-CLP Regulation and CLP Regulation systems and the key changes introduced by the adoption of the CLP Regulation. The guidance should be presented in a style that will help employers, who may not have an in-depth technical understanding of chemicals and their associated hazards and risks, with their obligations to ensure that chemical risks can be adequately controlled at the workplace. The model guidance document and supporting information should also take into account the particularities of the directives concerned. It is difficult to predict the length of such a guidance document. However, an indicative length could be approximately 20 to 30 pages. The

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<sup>23</sup>

<http://ec.europa.eu/social/keyDocuments.jsp?type=50&policyArea=0&subCategory=0&country=0&year=2009&advSearchKey=&mode=advancedSubmit&langId=en>



potential use of this, and other, guidance is linked to the policy option that refers to non-binding actions to be evaluated during this study.

### **3.3 Methodological remarks**

The tenderer must submit a methodology that will demonstrate how he will carry out this work.

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

The tenderer will also indicate how and which types of persons and entities () will be contacted in the process of the study with a view to gathering information from a number of key players. This should include, for example, social partners, national, regional and local authorities in the Member States, enterprises or non-governmental organisations contacting/surveying small and medium-sized enterprises (SMEs) but also large enterprises and enterprises from a broad range of industry sectors, trade associations, occupational safety and health professionals, individual workers and their representatives such as trade unions.

The tenderer will indicate how the information provided by them will be used in this analysis.

The tenderer should describe how they shall ensure that they engage all affected stakeholders in the carrying out of this study.

### **3.4 Indicative structure of the study report**

The study report shall cover all relevant areas for impact assessment and present the information in a clear and structured way for each of the five individual directives together with an overall assessment, including, *inter alia*, section on:

- Introduction
- Executive summary
- Definition of problem
- Definition of the baseline scenario
- Analysis of impacts
- Comparison of the policy options
- Monitoring and evaluation
- Model guidance and supporting information material
- Conclusions

### **3.5 Guide on how the activities will be carried out**

The PROGRESS Programme aims to promote 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/proposed activities includes a gender perspective by considering systematically the 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/implementing the proposed activities. This will ensure in particular that where the Contractor organises training sessions and conferences, issues publications or develops dedicated websites, people with disabilities will 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 is encouraged to foster an appropriate mix of people, whatever their ethnic origin, religion, age, and ability.

The Contractor will be required to detail in its final activity report the steps and achievements made towards meeting these contractual requirements.

#### 4. Expertise required <sup>24</sup>

See Annex IV.

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

In order to carry out the required analyses and assessments properly the contractor and their teams must be familiar with the relevant European and national legislations and the European Commission Guidelines on Impact Assessment. They should have a proven capability to carry out the tasks related to health, social, economic and environmental impact assessments in the field of occupational safety and health at EU level. This should be based on a multi-disciplinary staff and/or access to external experts on a wide range of relevant disciplines, for example, occupational health and safety, toxicology, chemistry, workplace chemical risk assessment and management, risk communication, economics and legal skills.

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

See Article I.4.

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

##### **5.1 Specific deadlines for the performance of tasks:**

The work must be completed within a maximum of **twelve (12) months** from the date on which the contract is signed. It will include the following stages:

- (1) Not later than **one (1) month** after signature of the contract, the contractor must submit to the European Commission (Unit EMPL F/4) a detailed document relating to the methodology and approach presented in the bid, together with the work schedule. The Commission will organise a **first** meeting in Luxembourg after the signature of the contract to define what the Commission is expecting from this study and to discuss with the contractor the most appropriate way to carry out the tasks.
- (2) No more than **seven (7) months** after signature of the contract, the contractor must submit an interim report in English to the European Commission (Unit EMPL F/4), describing the progress of the work in relation to the envisaged timetable. This report must contain a summary of the results to date and a copy of the draft guidance document as it stands.

<sup>24</sup> See Article II.1 as regards the replacement of experts.

Following the reception of the interim report the Commission will organise a **second** meeting with the contractor in Luxembourg to discuss the content of the interim report and to provide guidance on the preparation of the final report and the guidelines.

- (3) **Ten (10) months** after signature of the contract, the contractor must submit a draft final report in English to the European Commission (Unit EMPL F/4). This draft final report will contain the final draft of the guidance document. Following to the reception of the draft final report, the Commission will organise a **third** meeting within 2 weeks with the contractor in Luxembourg to discuss the content of the final draft report and to define the degree of its compliance with the contract requirements.
- (4) **Twelve (12) months** after signature of the contract, the contractor must submit the final report containing the final version of the guidance document in English.

The contractor must present the final report containing the various elements referred to in sections 3 and 5 of these specifications.

**NB:**

The draft final report and the final report must include a brief summary in English of the main results obtained. A one-page presentation of the key points of the results must accompany the summary. These key points should be concise, clear and easy to understand. They must be drafted in English, French and German. Other Community languages will be appreciated, but are not compulsory.

The detailed methodology and work plan, together with the various reports, including model guidance document, and draft reports referred to in this section, must be submitted to the European Commission (Unit EMPL F/4) both on paper (in triplicate) and in a widely-used electronic format (CD-ROM or DVD). The contractor must also supply a copy of the information collected as mentioned in sections 3 and 5 and used in preparing the guidance document and the final report. The pictograms, pictures, graphics and other illustrations must also be presented in a widely-used electronic format.

## 5.2. Publicity and information requirements

In accordance with the General conditions, all contractors are under the obligation to acknowledge that the present service has received funding from the Union in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos, software, etc, including at conferences or seminars. 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 supported by the 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/progress>*

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.

### **5.3 Reporting requirements**

PROGRESS is 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 these results, including setting out clearly the 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.

The Strategic Framework, developed in collaboration with Member States and civil society organisations, sets out the intervention logic for Progress-related expenditure and defines PROGRESS' mandate and its long-term and immediate outcomes. It is supplemented by performance measures which serve to determine the extent to which PROGRESS has delivered the expected results. See in Annex the overview of PROGRESS performance measurement framework. For more information on the strategic framework, please visit PROGRESS website:

<http://ec.europa.eu/social/main.jsp?catId=659&langId=en>

The Commission regularly monitors the effect of PROGRESS-supported or commissioned initiatives and considers how they contribute to PROGRESS outcomes as defined in the Strategic Framework. In this context, the Contractor will be asked to dedicatedly work in close cooperation with the Commission and/or persons authorised by it to define the expected contribution and the set of performance measures which this contribution will be assessed against. 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 which will be annexed 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 necessary rights of access.

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

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## Contractor's Tender

ANNEX II

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

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See attached document: ..... pages.

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
<b>FEES AND DIRECT COSTS</b> (fixed prices)					
Experts' fees (to be specified for each expert)					0,00
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>
<b>REIMBURSABLE EXPENSES</b> (max. prices)					
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys effected upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expense					0,00
Hotel for experts as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
Subsistence expense					0,00
Subsistence expenses for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
Shipment and/or other reimbursements (to be specified)					0,00
Details	0,00	0	unit	0,00	
Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)					
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
<b>Sub-total "Reimbursable Expenses" (Art. I.3.3)</b>					<b>0,00</b>
<b>Overall Total</b>				<b>maximum</b>	<b>280,000 €</b>

w.d. = 1 working day for 1 expert

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

#### 2.1. Fees

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

copies of the required report(s) <sup>25</sup> in the required format(s), but does not include the reimbursable expenses defined below.

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

## **2.2. Reimbursements**

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

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

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

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

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

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<sup>25</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AL	Albania	50,00	160,00	LI	Liechtenstein	80,00	95,00
AT	Austria	95,00	130,00	LT	Lithuania	68,00	115,00
BA	Bosnia-Herzegovina	65,00	135,00	LU	Luxembourg	92,00	145,00
BE	Belgium	92,00	140,00	LV	Latvia	66,00	145,00
BG	Bulgaria	58,00	169,00	ME	Montenegro	80,00	140,00
CH	Switzerland	80,00	140,00	MK	F.Y.R. of Macedonia	50,00	160,00
CY	Cyprus	93,00	145,00	MT	Malta	90,00	115,00
CZ	Czech Republic	75,00	155,00	NL	The Netherlands	93,00	170,00
DE	Germany	93,00	115,00	NO	Norway	80,00	140,00
DK	Denmark	120,00	150,00	PL	Poland	72,00	145,00
EE	Estonia	71,00	110,00	PT	Portugal	84,00	120,00
EL	Greece	82,00	140,00	RO	Romania	52,00	170,00
ES	Spain	87,00	125,00	RS	Serbia	80,00	140,00
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
IS	Iceland	85,00	160,00	XK	Kosovo	80,00	140,00
IT	Italy	95,00	135,00				

### 2.2.2 Travel expenses

Travel expenses shall be reimbursed following the provisions of Article II.7.3.

### 3. Additional provision

It is understood that the Parts “Fees and Direct Costs” and “Reimbursable Expenses” are set as provisions only. They constitute a maximum for the overall cumulative value of all services rendered by the Contractor under the present Contract – they will be due only if services are actually rendered to the Commission according to this Contract and its Annexes, both in quantity and in quality.



## ANNEX IV CVs and classification of experts

### 1. Classification of experts according to level of expertise

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

### 2. List of experts assigned

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

### 3. CVs of experts assigned

See Annex II.

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## Fiscal provisions regarding invoicing by the Contractor

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Choose 1 out of 4 options:

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

### Local supplies and services

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

#### 1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, par. 3.3, VAT Code).  
The 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 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 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 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 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 Costas CONSTANTINOU, Head of Unit - EMPL/F/4 of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

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

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

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

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

Not applicable to the present Contract.

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

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

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## ANNEX VI **Final technical report to be submitted**

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See attached document(s): 10 pages.

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