



EUROPEAN COMMISSION

DG Employment, Social Affairs and Inclusion

Europe 2020: Employment policies
Employment Services, EURES

Service Contract

Contract title **WEESP – Webtool for Evaluated Employment Services Practices**

Contract ref. no. **VC/2011/0544**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL.C.4**

Pre-information notice O.J. publication ref. no:
Call for tenders DG EMPL ref. no: VT/...../..... of
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no:/.....
Service category no: A08

Other accounting information

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

Type of Contract **V/SE/SEC02**

The European 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 Wallis GOELEN,
Head of Unit - EMPL.C.4, DG Employment, Social Affairs and Inclusion,

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 of this Contract by(*forename and name in full*),(*function*),

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender no. VT/...../..... of)
and Monitoring
- **Annex II** Contractor's Tender (Registre CAD ref. no. of)
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor
- **Annex VI** Final technical report to be submitted

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

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

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

I. Special conditions

Article I.1 Subject

I.1.1. The subject of the Contract is: **WEESP – Webtool for Evaluated Employment Services Practices.**

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 DG Employment, Social Affairs and Inclusion on the title page of the present Contract after it has been signed by both parties.

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

I.2.3. The duration of the tasks shall not exceed 18 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

I.2.4. The Contract may be renewed up to 1 time(s), each time for a period of execution of the tasks of 18 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

Article I.3 Contract price

I.3.1. Maximum total amount

The maximum total amount to be paid by the Commission under the Contract shall be EUR 700 000.00 covering all tasks executed.

I.3.2. Price revisions

The total amount referred to in the above paragraph shall be fixed and not subject to revision for the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the amount(s) may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter received by the other no later than three months before the anniversary of the date on which the Contract was signed.

This revision shall be determined by the trend in the consumer price index of the State in whose currency Contract price is expressed.

Revision shall be calculated in accordance with the following formula: $Ar = Ao \times (Ir / Io)$
where:

- Ar = revised total amount;
- Ao = total amount in the original tender;
- Io = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

1.3.3. Travel, subsistence and shipment expenses

[2 automated options, depending of the value entered for Part “Reimbursable Expenses” of the budget:

► Not applicable.

► In addition to the total amount specified in Article 1.3.1, 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 (*amount in figures*). 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.

1.4.1. Pre-financing

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a duly constituted financial guarantee equal to at least the invoiced pre-financing amount, a pre-financing payment equal to 30% of the total amount referred to in Article 1.3.1 shall be made.

1.4.2. Interim payment

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

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

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 40% of the total amount referred to in Article 1.3.1, shall be made.

1.4.3. Payment of the balance

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

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

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, payment of the balance of the total amount referred to in Article 1.3.1 shall be made.

1.4.4. Performance guarantee

Not applicable.

Article I.5 **Bank account**

Payments shall be made to the Contractor's bank account denominated in euro ¹, identified ² as follows:

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

Article I.6 **General administrative provisions**

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

Commission

European Commission
Directorate-General Employment, Social Affairs and Inclusion
EMPL.C.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. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by DG Employment, Social Affairs and Inclusion acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

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

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

² By a document issued or certified by the bank.

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

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.

ARTICLE II.20 – DATA PROTECTION

II.20.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her

personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

- II.20.2** The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.
- II.20.3** Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.
- II.20.4** The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.
- II.20.5** The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:
- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised using of data-processing systems by means of data transmission facilities;
 - b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
 - c) record which personal data have been communicated, when and to whom;
 - d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
 - e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
 - f) design its organisational structure in such a way that it meets data protection requirements.

Signatures

1. For the Contractor,
..... (forename and name)
..... (position)
..... (company name)

2. For the Commission,
Wallis GOELEN
Head of Unit - EMPL.C.4
DG Employment, Social Affairs and Inclusion

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Tender Specifications and Monitoring

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

1. Background

PROGRESS³ is the EU 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 Agenda⁴ as well as to the objectives of the Europe 2020 Strategy. This new strategy, which has a strong social dimension, aims at turning the EU into a smart, sustainable and inclusive economy delivering high levels of employment, productivity and social cohesion. The European Union needs coherent and complementary contributions from different policy strands, methods and instruments, including the PROGRESS programme, to support the Member States in delivering on the Europe 2020's goals.

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 is 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 2011 annual work plan which can be consulted at <http://ec.europa.eu/social/main.jsp?catId=658&langId=fr>

As part of the Europe 2020 Strategy for smart, sustainable and inclusive growth "An Ag Europe 2020 is the EU's growth strategy to develop a smart, sustainable and inclusive economy delivering high levels of employment, productivity and social cohesion. It has five ambitious headline targets - on employment, innovation, education, social inclusion and climate/energy - to be reached by 2020. To support the achievement of these targets the Commission presented seven flagship initiatives. 'An

³ 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

⁴ 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.

Agenda for New Skills and Jobs⁵ is the key flagship initiative to help the EU reaching the objective of an employment rate of 75% for women and men aged 20-64 by 2020.⁶

This flagship initiative sets out 13 key actions with accompanying and preparatory measures in support of four key priorities:

- making Europe's labour markets function better by strengthening flexicurity;
- equipping people with the right skills for employment;
- improving job quality and working conditions; and
- Supporting job creation.

Regarding flexicurity, the Agenda initiates 'a new momentum for flexicurity' to further modernise labour markets, revisiting and adapting flexicurity policies to post-crisis context by strengthening the flexicurity components and implementation.. The objective of this revision are to accelerate the pace of reform, reduce labour market segmentation, support gender equality and make transitions pay.

Ultimately, the main responsibility and instruments to achieve Europe2020 objectives rest with the Member States, in conformity with the Treaty and the subsidiarity principle. The Employment Guidelines⁷ emphasize the need for Member States to integrate the EU common principles of flexicurity⁸, enhance flexibility and security of their labour markets and implement active labour market policies as well as effective lifelong learning measures to address current and future demands in the labour market.

The European Employment Strategy (EES) puts specific focus on increasing the scale and levels of overall labour mobility and considers it essential for workers to take advantage of more job opportunities and for companies to adapt to the dynamics of the economy. Within the EES, public employment services (PES) are in charge of translating employment policy orientations into actions by implementing key initiatives at the level closest to the citizen. They are therefore responsible for the delivery of core parts of the EES and corresponding national employment policies, such as flexicurity approach⁹ and the New Skills for New Jobs initiative¹⁰ which now underlines the EES.

One crucial lesson learnt from the evaluations of the Lisbon strategy is the importance of a proper implementation of the strategy. Employment services and in particular Public Employment Services (PES) play an important role in the implementation; it is therefore essential to strengthen their implementation capacity and to further improve their service delivery. While their main role currently is to address the needs of the unemployed, employment services can play a more comprehensive role as lifelong career service providers, delivering on several fronts: skills assessment, profiling, training advise and/or direct delivery, individual career guidance and client counselling (both to workers and employers), matching people to adequate job profiles, and offering services to an increasingly diversified client base , as well as catering for the challenges of those furthest away from the labour market. Employment services should also engage in partnerships among themselves (public, private and third sector employment services) whenever economies of scale and efficiency gains can be obtained. Equally crucial will be encouraging stronger ties between employment services, education and training providers, social partners, NGOs and other institutions.

Employment Guideline 7 relates to increasing labour market participation and reducing structural unemployment. It specifically refers to employment services as their interventions are

⁵ COM(2010)682 final of 23.11.2010

⁶ Two other initiatives complement the "Agenda for new skills and jobs" flagship:

1. the '[New Skills for New Jobs](#)' initiative launched in 2008 which sets out the Commission's agenda for better skills upgrading, anticipation and matching and will support the skills priority of the flagship;
2. the '[Youth on the Move](#)' flagship initiative which aims to help young people to gain the knowledge, skills and experience they need to make their first job a reality.

⁷ COM(2010)193 final of 27.04.2010

⁸ Communication COM(2007) 359 final of 27/06/2007 "Towards Common Principles of Flexicurity"
<http://ec.europa.eu/social/main.jsp?catId=118&langId=en>

⁹ Communication COM(2007) 359 final of 27/06/2007 "Towards Common Principles of Flexicurity"
<http://ec.europa.eu/social/main.jsp?catId=118&langId=en>

¹⁰ COM (2008) 868 final: New skills for new Jobs initiative aims at improving the capacity to anticipate and match labour market and skills needs in the EU and at promoting a European labour market for jobs and training that corresponds to citizens' mobility needs and aspirations.
web site: <http://ec.europa.eu/social/main.jsp?catId=568&langId=en>

crucial for a better functioning of labour markets in the future when it comes to matching effectively jobseekers and vacancies. : *"Employment services should be strengthened and open to all, including young people and those threatened by unemployment with personalised services targeting those furthest away from the labour market."*¹¹

Employment Guideline 8 relates to the development of a skilled workforce responding to labour market needs and promoting lifelong learning, employment service can make a real difference when it comes to skills strategies for matching current and future demands in labour markets, bringing labour market reality closer to the education and vocational training policy designers and service providers through preventive approaches, provision/prescription of training and skills development.

Employment services – public, private and third sector - are thus at the forefront for better delivery of the EES. Consequently, employment services will be more than ever expected to provide operational feedback on what type of returns labour market investments bring so as to well inform those in charge of policy design. Employment services are able to provide this information and must also be able to access the information generated by another employment service. The purpose of this call is to respond to the need of employment services to be able to access information on what already works and what does not work elsewhere.

To facilitate the access to such information, the European Commission is setting up a repository of evaluated Active Labour Market Policy Measures, tools, practices and services delivered by all kind of employment services in order to better understand and identify which practices work, in what context and why, which is the subject of this call for tenders¹². Moreover, given the current crisis context and the budgetary constraints of the Member States, there is the need to develop such an information system to allow Member States to take informed decision in a swift manner when it comes to the implementation and design of labour market policies.

This new repository of evaluated employment services practices is part of a wider strategic integrated initiative of the Commission that encourages an EU-level strategic dialogue between Employment Services: Partnership between employment services – PARES.

The end to the monopoly in the delivery of employment services has led to the emergence of a huge number and variety of service providers on the European labour markets. Apart from the traditional player, the public employment services, there are also private and third sector employment services, municipalities, universities as well as voluntary and community organisations providing a broad range of client services. The relations between these employment services are characterised very often by co-operation in various forms, as well by complementarity of services but also by a strong competition in some areas (for example in case of tendering procedures and contracting out).

All these players are regarded as key in contributing to reach the objectives as defined in the EU2020 strategy (which sets out a vision to achieve high levels of employment, productivity and social cohesion and a low carbon economy), to be implemented through concrete actions at EU and national level. In times of serious budgetary constraints and high unemployment the focus of the three PARES activities is on increasing the efficiency of publicly funded employment services delivered by public or private employment services and at the same time on high-quality service provision for different groups of clients. Well-structured partnerships between private and public providers combine the advantages of market forces with public social policy goals and can help reach the EU2020 objectives. PARES will bring together all employment services with the aim of improving the co-operation between them and to further define the fields in which they deliver services in complementarity. Recently some Member States of the EU have started to further liberalise the provision of services to jobseekers and have extended the role of private actors in the delivery of public employment assistance programmes. PARES does not aim to further increase the competitive pressure among employment services. In fact it should focus on how the cooperation can be further improved and how the complementarity of their service offers can be further developed. By this the EU added value of

¹¹ Council Decision 2010/707/EU of 21 October 2010 on guidelines for employment policies of the member States, OJ L 308 of 24.11.2010 p. 49.

¹² Communication COM(2010)682 final of 23 November 2010 "An Agenda for new skills and jobs: A European contribution towards full employment", page 8: "a new web tool will disseminate the evaluated and tested good practices".
<http://ec.europa.eu/social/BlobServlet?docId=6328&langId=en>

PARES will be demonstrated. PARES does not aim at changing/revising the regulatory framework for the provision of employment services

PARES is an important accompanying measure in the Commission's flagship initiative "An agenda for new skills and jobs" to support flexicurity. It consists of three mutually reinforcing different strands:

1. The PARES - Strategic Dialogue will provide a forum for exchanging and further conceptualizing good practices of co-operation and complementary service provision between employment services, and for jointly developing schemes for policy implementation and feedback to policy designers in order to support the EU2020 employment targets. A PARES launching conference will take place in autumn 2011, followed by more restricted set of dialogue events and a final dissemination event in 2012.

2. The PARES call for proposals directed at projects introduced by employment services that showcase the mixed provision of employment services for vulnerable groups. Main feature of the proposals should be to either have this element of mixed provision of services by different types of employment services and/or a funding scheme for the mixed provision that is purely outcome-based meaning that service providers are only remunerated in case of success.

3. WEESP, the Webtool for Evaluated Employment Services Practices. It will include organisational practices, tools and ALMP measures. Pre-condition for inclusion into the on-line repository will be an evidence-based internal and/or external evaluation or systematic monitoring of the results of the measures, tools, practices and services. This is to take the form of an on-line repository located on DG EMPL website that will list and disseminate the evaluated and monitored Employment Services measures, tools, practices and services. Employment Services of all types, participating in the PARES initiative or not will be invited to contribute with descriptions of their evaluated or monitored measures, tools, practices and services to WEESP. The content of this on-line repository will be different from Eurostat's database of Labour Market Policies (LMP)¹³. The Eurostat LMP database was developed as an instrument to monitor the implementation and evolution of targeted labour market policies. The LMP database covers public interventions which are explicitly targeted at groups of persons with difficulties in the labour market: its focus is on categorisation of interventions into services, measures and supports and on collection of data on expenditure and participants related to each intervention. The quantitative data on expenditure and participants are complemented by a set of qualitative reports which describe each intervention, how it works, the main target groups, etc. These qualitative reports of the LMP database can provide a useful input for the development of WEESP. Furthermore, the WEESP should indicate the link to the LMP database, i.e. where relevant it should include information for evaluated services and ALMP measures if they are included in the LMP database. The qualitative reports developed by Eurostat's LMP database are descriptions of a broad set of publicly funded labour market policy interventions and follow an agreed structure.. The country contributions give a good overview of the basic structure of labour market policies.

WEESP, on the other hand, is a learning tool and is different from Eurostat's LMP database in the following three aspects: It has a different content focus, because only evaluated (or monitored) measures will be selected. Such information is not included into the LMP qualitative country reports. Secondly, the perspective is different, as the WEESP aims to provide information from all employment services to employment services (and other interested labour market actors) including information from private employment services, municipal services, non-for profit organisations to complete the picture.. Thirdly, WEESP will have a different structure and form of presentation, following mainly an issue-oriented approach developing an on-line repository for an easily accessible presentation.

Data collected for Eurostat's LMP database which are not published but can be useful for WEESP can be made available to the contractor.

Under PARES, all Employment Services should be invited and encouraged to share practices that have been evaluated and/or assessed either by internal and/or external evidenced-based evaluation or monitored in-house with a sound methodology. WEESP will focus on the often smaller and innovative/creative tools, practices and LMP measures by which employment services implement bigger programmes. The main objective of WEESP will be to make this information public in a systematic and easily accessible manner for policy makers and practitioners.

¹³ For details see http://epp.eurostat.ec.europa.eu/portal/page/portal/labour_market/labour_market_policy

A first edition of WEESP should be available at the **PARES dissemination conference in 2012**. The financing of WEESP will come from the employment section of PROGRESS.

2. Purpose of the Contract

The purpose of the call for tender is to find a contractor to assist the Commission in the implementation of a repository of evaluated or monitored practices or practices with some evidence of assessment of results carried out by employment services.

3. Tasks to be performed by the Contractor

The contract will consist of the following tasks:

Task 1: Collection of evidence from various sources at national level

a) Research

The contractor will be responsible for gathering examples of evaluated or systematically monitored practices in the business areas of employment services. For the purposes of this call, the following definitions apply:

- Employment services: all kinds of employment services: public, private, local, municipal, social and NGOs.
- Evaluated or systematically monitored practices: interventions, services, tools, projects, etc, developed and operated by employment services. These practices must have been evaluated either internally or by external evaluations or, if not, they must have been systematically monitored with clear measurement and indication of results. For the purpose of this call for tender, a "practice" means all measures, tools or services by which employment services are running their business. The envisaged range covers organisational practices, monitoring and steering systems, IT solutions as well as all kind of measures for inactive, jobseekers, job changers and employers in the areas of profiling, early intervention, training, career guidance, matching, employment incentives, supported employment and rehabilitation, job creation, start-up incentives, etc (this list is purely indicative)
- For the purpose of this call for tender evaluated or systematically monitored means that the evaluation undergone by the practices can be external, internal or with a monitoring system that allows for a reliable objective measurement of the performance.

The contractor will have to provide descriptions of evaluated practices carried out by employment services, irrespective of the source of financing¹⁴. Practices can also be found in the mutual learning activities under the European Employment Strategy and the Social OMC¹⁵. The contractor will have to propose the most important data to be collected. The number of data to be collected has to be proposed by the contractor, bearing in mind that the repository must be practical and of easy use. The contractor will also propose what metadata¹⁶ could be useful in this context. To do so the contractor will have access to Employment Services, which might be asked to provide the contractor with information about their activities. All selected practices should be presented in a common template, to be proposed by the contractor as well, providing an executive summary in English, French and German followed by a link to relevant web pages (all EU languages acceptable). The template and all the content will have to be optimised not only for the internal search but also for external search engines.

¹⁴ A useful starting point for ESF projects is to be found here: <http://ec.europa.eu/esf/main.jsp?catId=46&langId=en>

¹⁵ See for example peer reviews on active inclusion of vulnerable groups: <http://www.peer-review-social-inclusion.eu/key-themes/promoting-active-inclusion-1> and peer reviews in the field of employment on <http://www.mutual-learning-employment.net/>

¹⁶ For the purpose of this call for tender, metadata is defined as data providing information about one or more aspects of the data, such as: means of creation of the data, purpose of the data, standards used.

The starting date for the collection of these practices could be the years 1998, year of the launch of the European Employment Strategy. Older practices might be included if they prove to be effective and efficient, still in place or still relevant in the current economical context. In selecting practices, preferential attention must be given by the contractor to those which have proven significantly effective and efficient in tackling long-term unemployment, addressing vulnerable target groups, scoring a higher level of customer satisfaction or of integration rate, thus reflecting the priorities of the European Employment Strategy. Furthermore, the contractor will conduct its research and gathering activity bearing in mind the importance of "transferability" of practices, i.e. the extent to which the effectiveness and efficiency of the relevant good practice depend on systemic conditions (and therefore the feasibility of its application in a different system).

The tenderers must also explain how they will verify the information provided by their contact experts or subcontractors, if any, and how they will ensure a thorough quality check of the database. This applies mainly for the practices that have not been evaluated externally but is not limited to them. The contractor's task in this context goes further than just carrying out a plausibility check.

b) Countries covered

The database will cover the 27 EU Member States as well as the EFTA/EEA countries. By the end of the contract, practices involving all 27 Member States as well as the EEA/EFTA countries must be present in the database. The geographical coverage of the good practices is explained in section 3.2.

c) Standard file in EN-FR-DE

These examples of practices must be summarised in three languages: English, French and German. A standardised information file providing an executive summary of the practice will be developed in cooperation with the European Commission. This should be no more than 1500 words in length and include the most important details characters summarising the practice in an understandable fashion, with a specific reference to the value of "transferability" as described above. The text must be easy to understand and well structured for reading online. These executive summaries will be accessible via the repository interface on DG EMPL website and constitute the main entry point to the original practice which should always be provided, wherever possible via the appropriate direct web reference. The translations must be of professional standard and will be carried out by the contractor.

Task 2: Uploading and updates of the repository

Technical developments and maintenance will be done by DG EMPL. The contractor will have to upload the content – insert data – in close cooperation with DG EMPL. WEESP must also be updated regularly. It does not need to be updated at the same moment of the year. However, there is the need to provide reliable information that stakeholders are able to access and that is frequently reviewed. The update of the repository's content will enable it to have both longitudinal information (observation of the same items over a long period of time) and new development in the areas of service delivery of employment services. The contractor, with the agreement of DG EMPL, should propose the best way to update the repository's content, be it using automated solutions at regular intervals (for example every three, six, nine months) or on the basis of the needs (for example whenever a new good practice is found,), taking into account the technical constraints of DG EMPL website.

Task 3: Updating the users

The repository will offer interested parties the possibility to receive information about all new entries in the database. Information provided must be in English, French and German. These alert messages will be prepared by the contractor in English, French and German and should be based on, and linked to, new information available in the repository. The details for the delivery of this service will however depend on the way the update of the repository will be guaranteed.

Task 4: Prepare an ad-hoc report

The contractor should draft and submit to the Commission a report, presenting analysis and summary of trends and comparison of results between countries and possibly the state of the art of employment services practices in the countries listed in the database. This ad-hoc report is part of the contract and may be requested by the Commission at any moment of the contract duration and should then be delivered within 4 weeks. The contractor will ensure that the report is not a repetition of the repository, as it will be focusing on identifying and analysing common trends among the countries present in the database, thus bringing a specific added value to the project. The subject of such a report will be agreed with the Commission on a yearly basis, and could predictably vary from a specific analysis of target group based actions (such as interventions for vulnerable groups) to more "horizontal" i.e. generic issues such as tools for policy delivery. The report should total about 30 pages, including

tables and graphs. It must be written in English and contain an executive summary of around 2 pages in English, French and German. Translations must be checked by professional translators. The report may be published under the responsibility of the Commission, on line and possibly on paper. It should be sent to the Commission in electronic format as MS Word document (*.doc).

Task 5: specific requests

The tenderers should take into account in their offers that they might be required, if necessary, to answer to specific questions from the European Commission, related to the website, the data, the methodology, etc, through ad-hoc small-scale requests. This might happen in case of parliamentary questions or requests from Member States. The contractor might also be asked to prepare presentations (PowerPoint or others) which will be delivered by the Commission. The working language of these ad-hoc requests could be English or French. Budgetary provisions should therefore be earmarked.

Task 6: Steering committee

In executing the contract, the contractor will work closely with the Directorate-General for Employment, Social Affairs and Inclusion and under its instructions. This includes close cooperation with a steering group composed of European Commission representatives and other persons as nominated by the Commission. The purpose of these meetings is to monitor the project implementation and to advise on, if necessary, corrective measures. The contractor should to that end, foresee the need for 4 or 5 meetings per year, including oral presentations if needed with the Commission in its Brussels premises (these meetings will be organised back-to-back with the meetings described in point 5(2)). The working language of the meetings will be English.

Task 7: Work programme

The tenderers are invited to include in their offer a preliminary programme of the work to be done in the contractual period.

Task 8: Quality control

The tenderers should propose a quality control procedure.

Guide and details on how the tasks are to be carried out

The PROGRESS Programme aims to promote gender mainstreaming in all its five policy sections and commissioned activities. Consequently, the Contractor shall 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 proposed activities includes a perspective informed by a systematic consideration of the gender dimension;
- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed;
- Its proposed team and/or staff respects the gender balance at all levels.

Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. This will 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.

3.2 Geographical coverage

The webtool of evaluated practices (WEESP) covers the 27 EU Member States as well as the EEA/EFTA countries. Should, during the contract period, other countries participate in the PROGRESS programme as member States, the coverage of the contract may be amended in

accordance with art. 126 1.f of the implementation rules of the Financial Regulation (negotiated procedure). Unless otherwise stated, the term “Member States” used below accounts for all participating countries under the geographical coverage.

4. Expertise required¹⁷

See Annex IV.

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)

The full duration of the contract should not exceed 18 months from the date of the signature of the contract. The contract may be renewed once. Please note that the time schedule described below refers to a 18-month period; all the documents and deadlines referred to hereinafter will have to be submitted on a yearly basis.

Additional requirements (specific deadlines for the performance of tasks):

- (1) The **specific deadlines for the completion of each of the tasks** set out at point 6 (Tasks to be carried out by the contractor) will be agreed between the Commission and the Contractor and approved by the Commission on the basis of the proposal of the Contractor.

The contractors are asked to provide the following:

- An **inception report** in English. This should detail the approach, organisation, methodology of the work and work plan. It should include the calendar of the tasks and a detailed description of how the team will organise and manage the different tasks and events under WEESP. This is due two months after signature of the contract.
- An **interim report** in English. This should provide a detailed description of the tasks performed so far and short term follow-up of each point mentioned. This is due at the end of month 9 of the contract. It will include a complete overview of all activities undertaken under WEESP so far.
- A **draft final procedural report** in English. It should contain a list of the tasks performed after 18 months and a brief description of those tasks. It will be the product of all activities undertaken and will be subject to the agreement by the Commission. It will not exceed 100 pages. This is due at the end of month 17.

The **final report** in English. This report will take into account the observations and comments of the Commission. It will not exceed 100 pages and will be accompanied by an executive summary of max. 10 pages. All reports described above will be submitted in English language, in 3 hard copies delivered to the European Commission in Brussels as well as in electronic format (.doc). This is due at the expiration of the contract (18 months).

- (2) The contractor should foresee 4 or 5 working meetings with the Commission Services, to take place in Brussels approximately in correspondence to the delivery dates of reports. Budgetary provisions should thus be earmarked (see also Task 6)
- (3) **Publicity and information requirements**

¹⁷ See Article II.1 as regards the replacement of experts.

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 European Union's Programme for Employment and Social Solidarity – PROGRESS, the following formulation shall be used:

This (publication, conference, training session etc) is commissioned by the European Union Programme for Employment and Social Solidarity - PROGRESS (2007-2013).

This programme is implemented by the European Commission. It was established to financially support the implementation of the objectives of the European Union in the employment, social affairs and equal opportunities area, and thereby contribute to the achievement of the Europe 2020 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.

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.

(4) Reporting requirements under PROGRESS

PROGRESS is implemented through a results-based management (RBM). The Strategic Framework, developed in collaboration with the Member States, social partners 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. 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/service order/. 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. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

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

w.d. =1 working day for 1 expert

Additional information to the Breakdown of prices

See attached document: pages.

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the

Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ¹⁸ 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:

¹⁸ 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
AL	Albania	50,00	160,00
AT	Austria	95,00	130,00
BA	Bosnia-Herzegovina	65,00	135,00
BE	Belgium	92,00	140,00
BG	Bulgaria	58,00	169,00
CH	Switzerland	80,00	140,00
CY	Cyprus	93,00	145,00
CZ	Czech Republic	75,00	155,00
DE	Germany	93,00	115,00
DK	Denmark	120,00	150,00
EE	Estonia	71,00	110,00
EL	Greece	82,00	140,00
ES	Spain	87,00	125,00
FI	Finland	104,00	140,00
FR	France	95,00	150,00
HR	Croatia	60,00	120,00
HU	Hungary	72,00	150,00
IE	Ireland	104,00	150,00
IS	Iceland	85,00	160,00
IT	Italy	95,00	135,00

Destinations		DSA in EUR	Maximum hotel price in EUR
LI	Liechtenstein	80,00	95,00
LT	Lithuania	68,00	115,00
LU	Luxembourg	92,00	145,00
LV	Latvia	66,00	145,00
ME	Montenegro	80,00	140,00
MK	F.Y.R. of Macedonia	50,00	160,00
MT	Malta	90,00	115,00
NL	The Netherlands	93,00	170,00
NO	Norway	80,00	140,00
PL	Poland	72,00	145,00
PT	Portugal	84,00	120,00
RO	Romania	52,00	170,00
RS	Serbia	80,00	140,00
SE	Sweden	97,00	160,00
SI	Slovenia	70,00	110,00
SK	Slovakia	80,00	125,00
TR	Turkey	55,00	165,00
UK	United Kingdom	101,00	175,00
XK	Kosovo	80,00	140,00

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>
1	
2	
3	
4	
5	

3. CVs of experts assigned

See Annex II.

Fiscal provisions regarding invoicing by the Contractor

Choose 1 out of 4 options:

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

Local supplies and services

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

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).
The 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 Wallis GOELEN, Head of Unit - EMPL.C.4 of DG Employment, Social Affairs and Inclusion, form 15.10 will therefore be signed by the latter.

4. Invoicing the Commission

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

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

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

Not applicable to the present Contract.

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

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

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

See attached document(s): 11 pages.

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