ANNEX I

1. Title of the contract

Tender No VT/2011/074: Study on out of court settlement mechanisms in transnational labour disputes

2. General information regarding the line financing this action

PROGRESS[1] 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 Agenda[2], 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);

[1] 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.

[2] 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 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.

3. Background of the study

Development of an EU framework on alternative dispute resolution

Over the last years, the issue of alternative dispute resolution (ADR) has been addressed by the EU in a scope not limited to the particular area of labour relations. At the European Council on Justice that took place in Tampere in 1999, EU leaders had drawn attention to how much importance they place on the role of ADR in cross-border disputes and in March 2000, at the Lisbon Summit on employment and the information society, EU leaders had asked the European Commission and the Council to reflect upon ways of applying ADR methods to resolve conflicts in the area of e-commerce.

In the field of consumer disputes, the Commission adopted two recommendations on the subject, one on procedures involving a third party who proposes or imposes a solution[3] and another on procedures which are restricted to a single attempt to draw conflicting parties together to help them find a common solution[4]. Networks of national bodies were created in 2001 to facilitate the task of finding extra-judicial solutions to cross-border consumer disputes (ECC-NET[5]) as well as for matters relating to financial services (FIN-NET[6]).

In April 2002, the Commission published a Green Paper on alternative dispute resolution in civil and commercial law[7], which provided a comprehensive view of approaches to alternative dispute resolution and aimed at initiating a constructive debate on a certain number of legal issues in this regard. The questions in the Green Paper related in particular to the essence of the various means of alternative dispute resolution such as clauses in contracts, limitation periods, confidentiality, the validity of consent given, the effectiveness of agreements generated by the process, the training of third parties, their accreditation and the rules governing their liability. Following this consultation, the Commission decided in 2003[8] to launch two initiatives: to develop a European plan for best practice in mediation, which led to

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[3] Commission Recommendation 98/257/EC on the principles applicable to the bodies responsible for out-of-court settlement of consumer disputes (OJ L 115, 17.4.1998, p. 31) http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:1998:115:0031:0034:EN:PDF

[4] Commission Recommendation 2001/310/EC on the principles for out-of-court bodies involved in the consensual resolution of consumer disputes (OJ L 109, 19.4.2001, p. 56)http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2001:109:0056:0061:EN:PDF

[5] http://ec.europa.eu/consumers/ecc/index_en.htm

[6] http://ec.europa.eu/internal_market/fin-net/index_en.htm

[7] COM(2002) 196 of 19.04.2002 http://eur-lex.europa.eu/LexUriServ/site/en/com/2002/com2002_0196en01.pdf

[8] see the Commission Scoreboard on Justice COM(2003) 291 final

issue a European Code of Conduct for Mediators in 2004[9], and to present a proposal for a directive to promote mediation, which led to the adoption of Directive 2008/52/EC on certain aspects of mediation in civil and commercial matters, to be implemented by May 2011[10].

A study was also commissioned on the use of Alternative Dispute Resolution in the European Union, focused on business-to-consumer disputes. The report issued in 2009[11] provides an overview of existing ADR schemes and how they work, it identifies the existing gaps and assesses the conformity of ADR schemes with the two relevant Commission Recommendations.

The Lisbon Treaty introduced a new legal basis for out of court dispute settlement by adding "the development of alternative methods of dispute settlement" in the areas for measures to develop judicial cooperation in civil matters having cross-border implications (Art.81 TFUE).

In 2010, in his report on a new strategy for the single market[12], Mario Monti proposed ways to ease access of citizens to an informal dispute resolution mechanism through various means including the establishing of an EU network of alternative dispute resolution centres. Following these suggestions, the Commission consulted in its 2010 Communication "Towards a single market Act"[13] on various measures relating to alternative dispute resolution in the EU, notably for cross-border consumer disputes. The issue of ADR was submitted to the European Business Test Panel end 2010 and in the final "Single Market Act"[14], the Commission further announced its intention to propose legislation on Alternative Dispute Resolution, to improve the settlement of cross-border consumer disputes.

These developments in ADR have been so far focused on consumer disputes and did not address the particular situation of labour disputes. The extend to which they may be used or serve in the context of employer/employee disputes, whether individual or collective, needs to be analysed.

Initial EU approaches to out of court settlement of labour disputes

The Commission first worked on out of court dispute settlement mechanisms in employer/employee relations in the period 2000-2003. Such mechanisms were -and still are- widely used at Member State level. They play a valuable role in conflict resolution and are regarded as a key element in the overall system of employer/employee relations. In view of the increasing level of transnational or European-level corporate restructuring, Human Resources management and employer/employee engagement, the Commission announced its intention to explore ground for such dispute resolution mechanisms to be established at EU-

[9] http://ec.europa.eu/civiljustice/adr/adr_ec_code_conduct_en.htm

[10] Directive 2008/52/EC of the European Parliament and of the council of 21 May 2008 on certain aspects of mediation in civil and commercial matters disputes (OJ L 136, 24.05.2008, p. 3) http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2008:136:0003:0008:EN:PDF

[11] GHK, Civic Consulting, Van Dijk, Study on alternative Dispute Resolution in the European Union, 2009, http://ec.europa.eu/consumers/redress_cons/adr_study.pdf and http://ec.europa.eu/consumers/redress_cons/adr_en.htm

[12] Mario Monti, A new strategy for the single market at the service of Europe's economy and society, report to the President of the European Commission, 9 May 2010, p71 http://ec.europa.eu/bepa/pdf/monti_report_final_10_05_2010_en.pdf ; website single market http://ec.europa.eu/internal_market/smact/index_en.htm

[13] COM(2010) 608 of 11.11.2010 proposals 30 and 46 http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2010:0608:REV1:EN:PDF#page=2

[14] COM(2011) 206 of 13.4.2011, key actions 4 and 10 http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=CELEX:52011DC0206:EN:NOT

level in the 2000 Social Policy Agenda[15]. In 2001-2002, it held preliminary talks with social partners, convened meetings of a high level group and organised conferences.

There has also been interest in the issue of dispute resolution within the Council in these years. In December 2001, the Council adopted Conclusions concerning an EU-level mechanism to help resolve disputes in employer/employee relations that transcend the national level[16]. The Conclusions expressed the belief that, in the light of the success of dispute resolution mechanisms in the Member States, it would be appropriate to investigate fully whether an EU-level dispute resolution mechanism might help to resolve employer/employee disputes that transcend the national territories. The Conclusions welcomed the Commissions intention to deepen understanding of how dispute resolution mechanisms in the Member States are organised and function through a detailed study of the issue and its intention to continue to reflect on whether a European-level mechanism might have value added and, if so, how it might function. The Commission was invited to report on the outcome of its consultation of the social partners on the issue.

This interest in the issue was confirmed at the highest political level when the Heads of State or Government, at their meeting in Laeken in December 2001, stressed the importance of preventing and resolving social conflicts, especially transnational social conflicts, by means of voluntary mediation mechanisms and invited the Commission to produce a discussion paper on this issue[17]

The Commission had identified anticipation and management of change as the priority area concerned by the need to prevent and mediate conflict. In January 2002, the Commission launched a social partner consultation 'Anticipating and managing change: a dynamic approach to the social aspects of corporate restructuring'[18]. Under the heading dealing with the modalities of implementing change the consultation document noted that there is no machinery at Community level for helping resolve collective industrial disputes with a transnational dimension as there is at national level for disputes restricted to a single country. As an answer to the consultation and following a series of seminars and case-studies, the European Social Partners presented a set of 'Orientations for reference in managing change and its social consequences' in October 2003[19]. This document however did not address the subject of dispute settlement and the social partners did not take up the issue of out of court dispute resolution in answering the consultation. As a result, the Commission did not follow-up immediately on specific proposals as to an EU level dispute resolution mechanism for labour disputes.

Outcome of the 2003 study on out of court settlement of labour disputes

In the meantime, having identified the need to deepen knowledge on the situation in the Member States as regards labour dispute resolution, the Commission launched a study on this subject, which was undertaken by the Instituto Complutense de Estudios Internacionales. The report[20], issued in 2003, outlines the elaborate and sophisticated dispute resolution machinery

[15] COM(2000) 379: Social Policy Agenda
[16] OJ C 354/1 of 13.12.2001
[17] Paragraph 25 of the Presidency Conclusions http://ec.europa.eu/governance/impact/background/docs/laeken_concl_en.pdf
[18] http://ec.europa.eu/social/main.jsp?catId=522&langId=en
[19] http://ec.europa.eu/social/main.jsp?catId=521&langId=en .
[20] Fernando Valdés dal-Ré (Director), Labour conciliation, mediation and arbitration in European Union countries, Ministerio de Trabajo y asuntos sociales, colleccion informes y estudios, serie relaciones laborales

that developed in the 15 Member States to resolve disputes in employer/employee relations. Insofar as disputes of a collective nature are concerned, the study confirms that, in the vast majority of Member States, there exist autonomous, third party dispute resolution mechanisms.

The study showed that dispute resolution is a central feature of the industrial relations environment of Member states and its mechanisms and procedures have developed over long periods of time. Central to dispute resolution in employer/employee relations is the role played by the social partners representing management and employees. It begins at local level where management and unions or employee representatives will attempt to resolve issues through informal or agreed procedures. Collective agreements negotiated by employers or employers' representative bodies on the one hand and trade unions on the other, normally contain an obligatory part which allows the parties to stipulate mutual relations, rights and duties. Procedures to be followed in the event of disputes are set down in this part and often specify conciliation and mediation mechanisms. In some Member States the social partners, under the terms of collective agreements or otherwise, maintain permanent conciliation committees to which disputes are referred. This primary role of the social partners in resolving disputes is a distinctive feature of labour disputes.

The study also showed that the social partners' role is supplemented in many Member States by autonomous, third-party dispute resolution mechanisms provided, usually, by the public authorities. Recourse can be done to such mechanisms in situations where the social partners themselves have been unable to find solutions through their own bipartite procedures. These autonomous mechanisms are structured differently from one Member State to another: in some cases the service is established as an independent agency; in others the service is provided directly by the Labour Ministry; while in others it can be an ancillary service of the special labour courts or tribunals. Referral of a dispute to these services is generally by the voluntary agreement of both parties though in some cases mediation services can take the initiative in calling both sides together. Use of the service is encouraged in some instances through the parties being precluded from certain further actions until conciliation and mediation processes have been gone through. Acceptance of the outcome of mediation is also in general totally voluntary with the services having no power to impose a solution.

In addition, the study explored the technical feasibility of a European voluntary labour conciliation and mediation system, assessing its advisability, suitability and appropriateness and stressing the role of social partners in designing any such a mechanism.

The study however did not address the situation of the 12 new Member States, which are key to any analysis related to present challenges and would need to be updated in view of the development of new transnational disputes and of the general developments regarding alternative dispute resolution.

Fresh challenges and needs on out of court settlement of labour disputes

Economic activities are increasingly managed cross-border in companies, even in SMEs, and the same can be said for the Human Resources management and restructuring operations. New developments have been observed in the Cross-border mobility of workers. Transnational labour issues have therefore gained importance over the last years..

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num.53, Madrid, 2003. The study can also be consulted at
http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214

A need for transnational negotiation in the social sphere is also increasingly to be observed in companies[21], which already led to over 200 agreements in 100 companies employing 10 million workers. The Commission has issued in 2008 a report on "the role of transnational company agreements in the context of an increasing international integration"[22] which took stock of the development of such agreements and raised issues relating to the way social actors can resolve any differences of interpretation and disputes that may arise in their application. A 2009 study[23] analysed further the international private law aspects of dispute settlement related to transnational company agreements and highlighted the practical and legal obstacles to the way such disputes can be settled in court.. Information on the access to alternative mechanisms for such disputes is missing .

In general, whereas employer/employee relations, whether individual or collective, increasingly take a cross-border dimension, most of the determination of employees' employment and working conditions as well regulation mechanisms in the social sphere still remain at national level. Existing mechanisms for out of court settlement of labour disputes in Member states appear badly equipped to deal with cross-border labour situations and disputes.

The Commission therefore needs to update its information and analysis on out of court settlement mechanisms in transnational labour disputes, whether individual or collective, in order to see how best existing or future out of court settlement mechanisms could be used for transnational labour disputes.

4. Subject of the contract

In view of the background described above, the subject of the contract is to document the possibility to use of out of court settlement mechanisms for transnational labour disputes, and in particular to:

- Update available information on labour conciliation, mediation and arbitration mechanisms in EEA Member States, so as to provide a comprehensive and clear overview of the national out of court mechanisms used to settle labour disputes;
- Analyse the present situation as to the possibility to use existing out of court settlement mechanisms for transnational labour disputes in the different Member States;
- Identify the practical and legal obstacles to allow for transnational labour disputes to be settled out of court; exploring several options;
- Identify and suggest any actions that might be taken to overcome these obstacles.

Both individual and collective labour disputes at transnational level are to be addressed, with specific examples of such disputes to be analysed

[21] http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214

[22] SEC(2008)2155 See http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214 ; A transnational company agreement in this context means an agreement comprising reciprocal commitments the scope of which extends to the territory of several States and which has been concluded by one or more representatives of a company or a group of companies on the one hand, and one or more workers' organisations on the other hand, and which covers working and employment conditions and/or relations between employers and workers or their representatives

[23] Aukje van Hoek & Frank Hendrickx, International private law aspects and dispute settlement related to transnational company agreements, October 2009, see http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214

The study should provide Commission services with a sound knowledge basis, putting it in a position to assess the situation and the need for any action in this area as well as highlighting relevant aspects such action would have to take account of.

5. Tasks to be carried out by the contractor

5.1 Specific tasks

The contractor has to prepare a study report addressing the following aspects and organised along them.

The different situations present in all EEA Member States need to be covered in the study report. The contractor may however chose to group Member States together and analyse more in-depth the situation of selected Member States only. In the later case, the rationale for the grouping and the in-depth analysis needs to be duly justified and all Member States clearly associated with the situations covered by the analysis on every aspect of the study. The selected group of Member States should include at least 10 – 12 Member States, of which at least 4 are large Member States (UK, Germany, Spain, Italy, France, Poland). In drawing up the bid the tenderer should propose the methodology explaining how the selected group of Member States will be determined. A preliminary proposal of the selected group of Member States will be made no later than in the kick-of meeting and a final proposal no later than in the inception report (see point 8.1 below) and will be subject to the approval by the European Commission.

At least four examples of individual and collective labour disputes should be taken to illustrate the analysis throughout the study. In drawing up the bid, the tenderer should propose the methodology for choosing such examples. A preliminary proposal of the examples will be made no later than in the kick-of meeting and a final proposal no later than in the inception report (see point 8.1 below) and will be subject to the approval by the European Commission.

The contractor shall also provide: (1) a list of main national bodies in Member States, with their contact details (2) a list of relevant bibliography consulted (3) a separate, clear and comprehensive executive summary of the main findings (in English, French and German) of no more than 10 pages, following the structure of the tasks, with a presentation of the concise, sharp, easily understandable key points (not more than 1 page).

a. Overview of the labour conciliation, mediation and arbitration mechanisms in the Member States

The contractor will update and complete existing information on labour conciliation, mediation and arbitration mechanisms in Member States, so as to provide a comprehensive and clear overview of the national out of court mechanisms used to settle labour disputes. The overview should follow the scheme of the 2003 study[24]:

- Types of labour disputes and means for solutions

[24] See background; Fernando Valdés dal-Ré (Director), Labour conciliation, mediation and arbitration in European Union countries, Ministerio de Trabajo y asuntos sociales, colleccion informes y estudios, serie relaciones laborales num.53, Madrid, 2003. The study can also be consulted at http://ec.europa.eu/social/main.jsp?catId=707&langId=en&intPageId=214

- Role of social partners and of the State in out of court labour dispute settlement
- General organisation, typology and financing of out of court labour dispute settlement mechanisms;
- Conciliation and mediation in labour disputes: notion and character, where it is to be applied, procedure
- Arbitration in labour disputes: notion and character, where it is to be applied, procedure, the arbitral decision
- Assessment of out of court mechanisms for solving labour disputes

In doing so, the contractor will:
- Address both individual and collective disputes, distinguishing between both where necessary
- Present main comparative results in form of tables

b. Analysis of the situation relating to the possibility to use existing out of court settlement mechanisms in the Member States for <u>transnational</u> labour disputes

The contractor will analyse the present situation regarding the possibility to use existing out of court mechanisms in the Member States to settle transnational labour disputes, in particular as to:
- The conditions under which a transnational labour disputes can be considered as a labour dispute under national law or practice;
- The actors to be involved in the settlement of a transnational labour disputes
- The specific aspects to be considered as to the general organisation and financing of settlement mechanisms in the case of transnational labour disputes;
- The use of conciliation and mediation mechanisms in transnational labour disputes
- The use of arbitration mechanisms in transnational labour disputes

In doing so, the contractor will:
- Address both individual and collective disputes, distinguishing between both where necessary
- Differentiate between transnational labour disputes arising for issues primarily governed by the law of the Member State considered, of another Member State and of a non-Member State;
- Where appropriate, cover the specific situation of transnational labour disputes occurring in particular sectors or for specific issues;
- Present main comparative results in form of tables

c. Identification of the practical and legal obstacles to allow for <u>transnational</u> labour disputes to be settled out of court

The contractor will identify and assess the options to allow for transnational labour disputes to be settled out of court and identify any related practical and legal obstacles, in particular:
- Assess the access to and the use of out of court dispute settlement mechanisms for individual workers and employers, trade unions and employer organisations at different levels, employee representatives and bodies representing the employees at different levels (individual employee representatives, company trade union body, works councils, European works council)

- Assess how out of court mechanisms are able to take into account the actors and situation in other countries for the settlement of transnational labour disputes
- Assess the applicability and respect of provisions contained in the Mediation Directive 2008/52/EC[25];
- Assess the adherence to the general principles retained in Commission Recommendations on ADR, ie impartiality and independence, transparency, effectiveness, liberty, legality, representation[26];
- On the basis of comparative analysis, identify best practices aiming at enabling the out of court settlement of transnational labour disputes.

In doing so, the contractor will:
- Address both individual and collective disputes, distinguishing between both where necessary
- Where appropriate, cover the specific situation of transnational labour disputes occurring in particular sectors or for specific issues; or involving specific Member states:
- Report on the views of concerned stakeholders (including the public administration and the social partners) on the subject
- Present main comparative results in form of tables

d. Possible solutions

The contractor shall make suggestions as to what action might be taken and at which level to overcome any practical or legal obstacles that have been identified and allow for transnational labour disputes to be settled out of court. The possible actions shall include:
- Application of the Mediation Directive 2008/52/EC, with eventual adaptations;
- Use of the principles or mechanisms established by international organisations
- Code of conduct or Recommendation on ADR in labour disputes
- Network of national bodies dealing with labour disputes
- Team of conciliators/mediators specialised in transnational labour disputes
- Development of Sectoral or cross-industry mechanisms at EU-level
- Any other action to be considered.

In doing so, the contractor will:
- Identify the main arguments in favour and against such actions, analyse the difficulties that may arise in their implementation and make appropriate proposals to solve them;
- Analyse the role of the social partners in such actions;
- Address both individual and collective disputes, distinguishing between both where necessary;
- Where appropriate, cover the specific situation of transnational labour disputes occurring in particular sectors or for specific issues; or involving specific Member states.

[25] See background Directive 2008/52/EC of the European Parliament and of the council of 21 May 2008 on certain aspects of mediation in civil and commercial matters disputes (OJ L 136, 24.05.2008, p. 3)

[26] See background - Commission Recommendation 98/257/EC on the principles applicable to the bodies responsible for out-of-court settlement of consumer disputes (OJ L 115, 17.4.1998, p. 31) and Commission Recommendation 2001/310/EC on the principles for out-of-court bodies involved in the consensual resolution of consumer disputes (OJ L 109, 19.4.2001, p. 56)

5.2 General - Guide how the tasks shall 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.

6. Professional qualifications required

See Annex IV of the contract "CVs and classification of experts".

7. Time schedule and reporting

The duration of the tasks shall not exceed 10 (ten) months from the entry into force of the contract.

For further details see Article I.2 of the contract.

7.1 Specific deadlines for the performance of tasks

a. Inception report

The contractor will prepare an inception report in English, presented as follows:

- Background information and review of study precise objectives
- Detailed presentation of data tools and methodology to be used

- Proposal on the way to cover the situations in the different Member States and, where applicable, proposal as to a list of selected group of Member States for in-depth analysis
- Proposal of at least four examples of individual and collective labour disputes to be taken to illustrate the analysis throughout the study
- List of persons and institutions to be contacted
- Literature review at EU level and preliminary list of relevant literature review at national level
- Indicative structure of the study report

The draft inception report must arrive[27] at the Commission no later than 45 days after the date of the signature of the contract by the Commission

b. Interim report

The contractor will prepare a concise, clear interim report in English, presented as follows: summary of the work carried out according to the present contract; work programme planned for the following period; present status of expected output documents, and comments on the degree of achievement; any comments, suggestions or recommendations judged useful or necessary by the contractor. This report will be accompanied by a detailed table of contents of the draft study report. The draft interim report accompanied by the detailed table of content must arrive[28] at the Commission no later than five months after the date of the signature of the contract by the Commission.

c. Final reports

A draft of the study report requested, in English, has to be presented to the Commission no later than eight months after the date of the signature of the contract by the Commission. The draft study report, followed by the study report, shall include a separate, clear and comprehensive executive summary of the main findings (in English, French and German) of no more than 10 pages, following the structure of the tasks, with a presentation of the concise, sharp, easily understandable key points (not more than 1 page), as well as a list of main national bodies in Member States, with their contact details, and a list of relevant bibliography consulted as described in point 6.1.

In addition, the contractor will prepare, in English, a technical report presented as follows: concise, full description of the overall work carried out according to the present contract; presentation of the results obtained according to the present contract for the whole period of performance; technical comments on the content, presentation and value of output documents realised and submitted for approval to the Commission; any comments, suggestions or recommendations judged useful or necessary by the contractor.

The aforementioned study report and technical report shall be transmitted by the contractor in both paper and electronic versions compatible with Commission standards (texts in Word, spreadsheets in Excel). Each paper copy will correspond in full with the electronic version.

[27] Official receipt date by Employment and Social Affairs DG, attested by its Archive Department, Internal Mail Service stamp.

[28] Official receipt date by Employment and Social Affairs DG, attested by its Archive Department, Internal Mail Service stamp.

The aforementioned documents, plus two copies of them, must arrive at the Commission no later than ten months after the date of the signature of the contract by the Commission

d. Meetings with the Commission

The contractor may be requested to attend four meetings with the Commission in Brussels: one to kick off the study within the first month of the execution of the tasks, one to discuss the inception report within the second or third month of the execution of the tasks, one to discuss the interim report within the sixth month of the execution of the tasks and one to discuss the draft final report within the ninth month of the execution of the tasks.

e. Overall time schedule

Subject	**Timing from the signature of the contract**
Kick off meeting with the Commission	1rst month
Inception report	**45 days**
Meeting with the Commission	2 or 3 months
Interim report	**5 months**
Meeting with the Commission	6th month
Draft final study report	**8 months**
Meeting with the Commission	9th month
Final study report and technical report	**10 months**

7.2. Other requirements

a. 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 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.

b. Reporting requirements

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. 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/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.

8. Disclaimer

The following sentence is to be prominently displayed on the cover of each working paper and the final reports of the study. The disclaimer should also be incorporated into the introduction of each working paper and the final reports:

The opinions expressed in this study are those of the authors and do not necessarily reflect the views of the European Commission