



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

Europe 2020: Employment policies
Employment Services, EURES

Framework Service Contract

Contract title **Framework contract for Services relating to the development, management and dissemination of the ESCO classification: Formulation and validation of occupation, skill/competence and qualification terms in various languages; translations**

Contract ref. no. **VC/2011/1309**
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/2011/103 of

Contract notice O.J. publication ref. no:

EPIC (CIAME) ref. no: —
Service category no: A08

Type of Contract V/SE/FRASEC02

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/2011/103 of) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. of)
- **Annex III** Model Forms
- **Annex IV** CVs and classification of experts

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 Contract shall take precedence over those in the Orders. The terms set out in the Tender Specifications (Annex I) 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.8 should he dispute any such instruction.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is: **Framework contract for Services relating to the development, management and dissemination of the ESCO classification: Formulation and validation of occupation, skill/competence and qualification terms in various languages; translations.**

I.1.2. Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through Orders is binding on the Commission.

I.1.3. Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance with all terms and conditions of the Contract.

I.1.4. All Orders implementing the Contract shall conform to the terms set out therein.

I.1.5. The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission.

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. Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the Order enters into force.

I.2.3. The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

I.2.4. The Orders shall be signed before the Contract to which they refer expires.

The Contract shall continue to apply to such Orders after its expiry, but no later than 6 months.

I.2.5. The Contract may be renewed up to 1 time(s), each time for a period of 24 months, only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

Article I.3 **Prices**

I.3.1. The prices of the services shall be as listed in Annex II.

The maximum total amount of the Contract may not exceed EUR 3 100 000.00 for the totality of Orders.

I.3.2. Prices shall be expressed in EUR.

I.3.3. Price revisions

Not applicable.

I.3.4. Travel, subsistence and shipment expenses

In addition to the total amount specified in each order, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7.

Article I.4 Implementation of the Contract

I.4.1. Unless specified otherwise¹ in each request for services, within 10 working days of the date of notification, the Contractor shall send the latter a duly substantiated estimate of the resources to be allocated for this purpose.

I.4.2. The Commission shall then send an order form, duly signed and dated, containing the accepted bid and indicating the start date of the tasks and the deadline for their execution.

Article I.5 Payment periods

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 orders have not been executed as a result of default or negligence on the part of the Contractor.

I.5.1. Pre-financing

Within 30 days of the latest of the following dates:

- the date on which the Contractor sends the relevant invoice, indicating the reference number of the Contract and of the Order to which it refers,
- the receipt by the Commission of a duly constituted financial guarantee equal to at least 30% of the total value of the Order,

pre-financing payment of 30% of the total value of the Order shall be made.

I.5.2. Interim payment

Not applicable.

I.5.3. Payment of the balance

The request for payment of the balance by 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 indicating the reference number of the Contract and of the Order to which they refer,

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 corresponding to the relevant invoice shall be made.

For Contractors established in Belgium, the Orders shall include the following provision: “*En Belgique, l’utilisation de ce bon de commande vaut présentation d’une demande d’exemption de la TVA n° 450*” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “*Exonération de la TVA, Article 42, § 3.3 du code de la TVA*” or an equivalent statement in the Dutch or German language.

I.5.4. Performance guarantee

Not applicable.

¹ Depending on the nature, the complexity and/or the amount, the delay may be modified in each request for services and may vary between 5 and 20 working days from the date of notification.

Article I.6 **Bank account**

Payments shall be made to the Contractor's bank account denominated in euro ², identified ³ 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.7 **General administrative provisions**

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and Order numbers. 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)
BELGIUM

Article I.8 **Applicable law and settlement of disputes**

I.8.1. The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

I.8.2. 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.9 **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.10 **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 the services ordered before the termination date. On receipt of the letter terminating

² Or local currency where the receiving country does not allow transactions in EUR.

³ By a document issued or certified by the bank.

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 services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

Article I.11 **Other special conditions**

A) Pre-financing

Pre-financing shall only apply for service orders/specific contracts and only if the amount of the single service order/specific contract is above 60 000 EUR.

For pre-financing payments equal or above 150 000 EUR a duly constituted financial guarantee equal to at least the value of the invoiced pre-financing payment shall be submitted by the contractor.

In this case, the 30 days time limit for the pre-financing payment shall only start upon submission of the financial guarantee.

B) Possible delays in delivery of translations and terms formulation/validation have to be duly reported at least 24 hours before the deadline. Except in cases of force majeure, any delay in delivery will automatically incur a financial damage of 5 % of the payment per calendar day of delay. Except in cases of force majeure, non-delivery of the target text / formulated terms may lead to termination of the contract.

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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 Invoicing and Payments

II.4.1. Pre-financing

Where required by Article I.5.1, 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 and of the order or specific 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 each order or specific contract, 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 and of the order or specific 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.5 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.5 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 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. In the event of failure to pay by the deadline specified in the request for reimbursement, 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 that 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.

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.9 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, a pending order or a specific 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 under a pending order or a specific contract has not actually commenced within fifteen days⁴ 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 or a pending order or specific 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.

⁴ This period can be modified in the Special Conditions depending on the nature of the contract.

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 execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable 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%⁵ of the amount of the relevant purchase 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 of the last implementation.

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 of the last implementation.

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 of the last implementation.

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. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

⁵ The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

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 Contract, pending orders or specific contracts 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, of the orders or specific contracts, 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/2011/103 of

1. TITLE OF THE CONTRACT

Framework contract for Services relating to the development, management and dissemination of the ESCO classification: Formulation and validation of occupation, skill/competence and qualification terms in various languages; translations (VT/2011/103)

A single framework contract shall be concluded with one economic operator.

The contract will be signed for a period of 24 months, renewable once.

2. BACKGROUND

2.1. PROGRESS

PROGRESS⁶ 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 Agenda⁷, 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);

⁶ 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.

⁷ 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=en>

2.2. ESCO Classification

Today, more than ever, skills matter. The crisis, that has struck European economies over the last years, has speeded up the pace of change in our economies and societies. Employers are becoming increasingly aware of the fact that formal qualifications do not always sufficiently describe what workers know, understand and are able to do in practice. Additionally, there is a growing need to describe transversal skills and competences, such as communication skills, the ability to learn and a sense of initiative in a systematic and standardised way.

Public and private employment services respond to this trend by gradually changing from an occupation-focused to a skills and competence-oriented approach and some have begun to complement their existing occupational classifications with skills lists.

At the same time, education and training systems are moving away from approaches defined around the time spent on learning and the formal level of the training. In line with the European Qualifications Framework (EQF), all Member States are in the process of developing National Qualification Frameworks (NQFs) which describe qualifications in terms of learning outcomes which explicitly state knowledge, skills and competences.

This shared focus on skills provides an opportunity to bridge the gap between the worlds of education and employment and to help increasing the relevance and responsiveness of education and training provision to the needs of the labour market while at the same time improving the matching of labour market supply and demand.

In the framework of the New Skills for New Jobs initiative (2009), a group of independent experts recommended to develop 'a common language between education/training and the world of work'. The recommendation has been affirmed by Europe 2020 ('A European strategy for smart, sustainable and inclusive growth') as well as by the conclusions adopted by the Education Council on 13 May 2010 which called for a common language and an operational tool. This need is addressed by ESCO.

The objective of ESCO is to develop a multilingual, structured, easy-to-use terminology of skills/competences, qualifications and occupations. DG Employment, Social Affairs and Inclusion and DG Education and Culture have been entrusted with the joint coordination of the development of ESCO. The European Commission currently supports the development of ESCO with a secretariat responsible for the technical management, dissemination systems and other support.

The ESCO classification is based on the classification of occupations and skills/competences currently used on the EURES portal (<http://eures.europa.eu>). In its current state, ESCO consists of an occupations pillar and a skills/competences pillar. It is intended to add a qualifications pillar in 2011/2012. The current version of ESCO (pre-ESCO v0) contains approximately 5 000 occupation titles and 6 000 skill/competence terms – that are all translated into 22 languages (all official languages of the European Union except Irish).

It is envisaged, to revise all terms currently included in the classification and to establish direct links between the two existing pillars. This first revision of the classification will focus on establishing links between occupations and skills/competences terms and on enhancing the quality and adjusting the scope of the terms covered by ESCO.

Later on, a qualifications pillar will be added and linked to one or two of the existing pillars.

Furthermore, an ongoing revision process will incorporate new developments on the labour market (e.g. new occupations, new skills profiles of existing occupations) into ESCO.

The European Commission has implemented technical means to manage and publish the ESCO classification. The main elements of this technical infrastructure are the ESCO portal and the ITM taxonomy management system.

For additional information on the ESCO classification and its management, please refer to the following annexes:

Annex III describes the state of play of the contents and methodology of the ESCO classification.

Annex IV describes the management structure of ESCO and how it is intended to organise the revision of the ESCO classification.

3. SUBJECT OF THE CONTRACT

3.1. Purpose and main tasks

The purpose of this framework contract is to provide services for the development, management and dissemination of the multilingual classification of European Skills/Competences, qualifications and Occupations (ESCO) or similar classifications.

Main task within this context are:

- Enrichment and validation of a repository of terms describing occupation, skills/competences and qualification concepts⁸;
- Provision of expertise on linguistic aspects of classification development;
- Translations.

3.2. Indicative volume of the contract

The indicative yearly volume of the contract is:

Maintenance of a network of experts:	31 countries
Formulation and validation of preferred and non-preferred terms:	100 000 TFU (1 000 units)
Formulation and validation of non preferred terms (not synonyms):	400 000 terms (400 units)
Translation into one target language:	1 000 standard pages
Consulting on linguistic aspects:	30 person days
The maximum yearly volume of services that can be ordered under this contract is:	
Maintenance of a network of experts:	35 countries
Formulation and validation of preferred and non-preferred terms:	200 000 TFU (2 000 units)
Formulation and validation of non preferred terms (not synonyms):	800 000 terms (800 units)
Translation into one target language:	5 000 standard pages
Consulting on linguistic aspects:	60 person days

Please cf. annex II for further explanation of these tasks/units.

Please note that these volumes are purely indicative and do not impose any obligation on the European Commission to order services in this volume.

4. PARTICIPATION

Please note that:

- The competition is open to any physical person or legal entity coming within the scope of the Treaties and any other physical person or legal entity from a third country which has concluded with the Union a specific agreement in the area of public contracts, under the conditions provided for in that agreement.
- Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the contracts are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

5. TASKS TO BE CARRIED OUT BY THE CONTRACTOR

5.1. Definitions

⁸ A concept is a *thing, idea or shared understanding of something*. While "term" refers to the linguistic description of a concept, a "concept" is the actual meaning of the term.

For the description of tasks the following definitions apply:

ESCO languages

The ESCO languages are the languages in which the ESCO classification is published or is intended to be published. Currently these are the official languages of the European Union except for Irish, i.e.:

Bulgarian	Czech	Danish	German	Estonian	Greek
English		Spanish	French	Italian	Latvian
Lithuanian					
Hungarian	Maltese	Dutch	Polish	Portuguese	Romanian
Slovenian	Slovakian	Finnish		Swedish	

Other languages may be added to that list at a later stage; however, it is not likely to add languages that are not official languages of the EU, the EEA or a EU candidate country.

Procedural languages of the European Commission

The procedural languages of the European Commission are English, French and German.

Concept

A concept is a *thing, idea or shared understanding of something*. While "*term*" refers to the linguistic description of a concept, a "*concept*" is the actual meaning of the term.

Preferred term

The preferred term is used to represent a concept in ESCO or other thesauri. Out of a group of terms with similar meaning the term should be chosen as preferred term that best represents the concept.

Non-preferred term

Non-preferred terms can be synonyms (words with similar or same meanings) but can also be spelling variants, declensions, inflections etc. They are regularly used by the target group (jobseekers, employers, education institutions, etc.) to refer to concepts that are described in the classification with another term (the preferred term).

5.2. Terms formulation in the ESCO languages

Concepts and terms (occupations, skills/competences and/or qualifications) that have been revised by the Reference Groups and approved by the Maintenance Committee (see annex IV for a description of this process) need to be formulated in all ESCO languages.

This is not done by translating the term directly, but by understanding the concept and finding the best suited preferred term in the target language. In addition, non-preferred terms have to be found. Non-preferred terms can be synonyms, but also variations in spelling (including common misspellings), gender, grammatical number, etc. This process of terms formulation is described in the following:

The Reference Groups will discuss concepts of the ESCO classification within their field of expertise. After being reviewed by the Maintenance Committee the output of this discussion will be one proposed preferred term per concept in English. Apart from that additional outputs may be: non-preferred terms in English, preferred terms and/or non preferred terms in other ESCO languages as well as supplementing information (definitions, scope notes, considerations that have been made by the Reference Group, skills/competences and occupation groups that are related to the term, etc.). This information is transmitted to the contractor and may be accompanied with a first direct translation of the preferred terms into the ESCO languages that has been carried out by translation services of the European Commission or another competent organisation.

The information transmitted to the contractor therefore includes a list of concepts and for each concept:

1. always a preferred term in English
2. sometimes a first translation of the English preferred term into the other ESCO languages
3. sometimes non-preferred terms in English
4. sometimes preferred and non-preferred terms in other ESCO languages
5. sometimes supplementing information to better understand the concept (definitions, scope notes, considerations of the reference groups, context information)

This information is transmitted to the contractor in MS Excel or XML format or in another format agreed between the contractor and the European Commission.

The task of the contractor is to grasp the concept and to formulate new terms suited for labelling this concept in all ESCO languages. Terms formulation has to be mainly carried out by a human being and cannot be conducted by machine translation only. Relevant terms can be found e.g. by translating, by researching or by drawing from personal experience of the person conducting the terms formulation.

The contractor will propose which one of the terms that have been formulated is to be used as preferred term (this can differ from the translation originally sent to the contractor).

When carrying out terms formulation the contractor shall

- a) take into account general terminological guidelines that will be provided by the European Commission
- b) take into account terminological guidelines that are specifically set up for the target language
- c) use specific terms that correspond to the scope of the concept
- d) avoid to use preferred terms that are already the preferred term for another concept in the ESCO classification (homographs)

Once the terms have been formulated in all ESCO languages, they need to undergo a quality check/validation. Purpose of the validation is to ensure, (i) that the terms were formulated according to the guidelines, (ii) that the terms are actually used in the respective language and geographical region to describe the concept on the labour markets or in the field of education, and (iii) that the terms correspond to the concepts they represent.

To this end, the contractor is required to establish a network of experts in the field of labour market related terms (occupations, skills/competences and qualifications). This network needs to cover all EU countries. The contractor may be requested to further extend the network to specific EEA or EU candidate countries. The network will validate the terms in the ESCO language of the respective country. For Finland, Belgium, Italy and Luxembourg the network needs to be able to cover all ESCO languages that are an official language in the country.

Terms that are not validated in the quality check need to be reformulated before being transmitted to the European Commission. The contractor will send a report summarising rejected terms and reasons for the rejection to the European Commission

The contractor will provide the following outputs of the terms formulation process for each concept:

- a) exactly one validated preferred term per language
- b) the validated non-preferred terms that could be found to refer to the same concept
- c) if relevant, feedback to the Reference Group or to the translators of the initial translation of preferred terms (lit. b in the list of inputs)

The result of the terms formulation and validation process will be transmitted to the European Commission by e-mail. It will be submitted in MS Excel or XML format or in another format agreed between the contractor and the European Commission. For each of the target languages one file is to be provided.

The following examples illustrate the process of terms formulation and the inputs and outputs in the process. The examples are purely indicative and do not necessarily represent real ESCO terms, terminological guidelines, etc.

Example 1:

Input to terms formulation consists of

- The preferred term in English language: "English language teacher"
- A first translation into all other ESCO languages, for example "Englischlehrer" (German), "Professeur d'anglais" (French), etc.
- A short draft definition as supplementing information: "A person teaching students in their mother tongue".

Furthermore, in this example it is assumed that "*All preferred terms are formulated in singular.*" would be a rule in the terminological guidelines.

This example illustrates that there is a difference between formulating the term for a concept and making a direct translation. Obviously, the translated terms ("Englischlehrer", "Professeur d'anglais") is not necessarily referring to a person who teaches students in their mother tongue. Also the originally transmitted English preferred term "English teacher" is not in accordance with the definition, since English is not necessarily the mother tongue of an English student.

In this case the output of preferred terms/non preferred terms for English could include e.g.:

Preferred term:	Mother tongue teacher	
Non-preferred terms:	Native language teacher	Synonym

	Mother language teacher Teacher for English as a mother tongue Mother tongue teachers	<i>Synonym Narrower in scope but can be added as non-preferred term According to the terminological guidelines the plural cannot be a preferred term, nonetheless, it can be added as non-preferred term</i>
Feedback to the Reference Group	"The preferred term that has been proposed was not in line with the definition."	

Example 2:

Input to terms formulation consists of

- The preferred term in English language: "Member of parliament"
- A first translation into all other ESCO languages, for example "Parlamentsabgeordneter" (German), "Membre du parlement" (French), etc.

Furthermore, in this example it is assumed that "*Abbreviations should be avoided as preferred terms.*" would be a rule in the terminological guidelines.

This example illustrates that terms formulation might not only vary by language but also by country. While for the UK "Member of the house of commons" could be a suitable non-preferred term, it might also be required to add terms for the specific situation in other English speaking countries in the EU. Thus, it might be necessary to also add "Member of the lower house" as a non-preferred term if it is a commonly used expression in Ireland.

In this case the output of preferred terms/non preferred terms for English could include e.g.:

Preferred term:	Member of parliament	
Non-preferred terms:	MP	<i>Abbreviation, thus should be avoided as preferred term according to the terminological guidelines</i>
	Member of the house of commons	<i>More specific, but can be non-preferred term</i>
	Member of the house of lords	<i>More specific, but can be non-preferred term</i>
	Member of the lower house	<i>More specific, but can be non-preferred term</i>
	Member of the upper house	<i>More specific, but can be non-preferred term</i>
	Member of parliament	<i>Misspelled term</i>

The contractor shall be capable of handling the terms formulation in all ESCO languages and validation for an amount of at least 10 concepts per work day under this contract.

The duration for terms formulation and validation of a group of concepts shall not exceed five working days plus the number of working days taking into account the above capacity. This is illustrated by the following example:

If terms formulation and validation for a group of 150 concepts is to be carried out, the maximum duration for this task is 20 working days (5 + 150/10).

If after 10 working days a new request for terms formulation and validation for a group of 100 concepts is made, the maximum duration would be 15 working days (5 + 100/6). However, since the capacity of the contractor is still used for the prior request, this duration will increase by 10 (20 working days as calculated above minus 10 working days that passed before the launch of the second request).

5.3. Translation services in the ESCO languages

In addition to the terms formulation and validation, the contractor might be requested to occasionally carry out translations. The scale of this subtask is expected to be considerably smaller than the terms

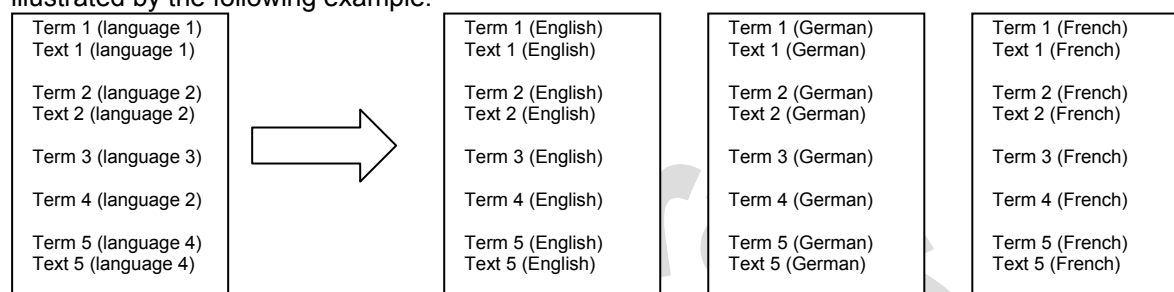
formulation and validation process. The nature of the texts to be translated and the process are described in the following:

In the course of the revision process of ESCO, proposals will be made by stakeholders, e.g. through the web proposal tool of the ESCO website, by e-mail or by regular post. These proposals will be forwarded to the relevant ESCO Reference Groups together with further input provided by the ESCO Secretariat (e.g. results of research conducted by the ESCO Secretariat). For this, they need to be translated into the three procedural languages of the European Commission. As proposals will be provided by users of the ESCO portal, it is not possible to exactly predict their content. However, usually proposals will consist of one or more terms proposed for ESCO and sometimes a short justification why it is proposed to include/change them. An example for such a proposal might be:

"Term: Social pedagogue. Justification/explanation: The term social pedagogue should be included in ESCO as it is frequently used by jobseekers to describe professional profiles."

For the translation process the contractor receives a MS Excel or MS Word file or another format agreed between the contractor and the European Commission by e-mail. It will contain proposals consisting of occupation, skill/competence or qualification terms as well as justifications, remarks or explanations. The proposals will be assorted in all ESCO or official EU languages (e.g. the file might include a Finnish proposal followed by two French proposals and an Estonian proposal).

The contractor will therefore recognise the source languages, and ensure that each term and/or explanatory remark is translated from the source language into the three target languages. This is illustrated by the following example:



In addition, the contractor might be requested to translate the preliminary version of the ESCO classification (consisting of occupation, skills/competences and qualification terms) into new ESCO languages, such as Croatian, Icelandic or Norwegian.

The contractor must be capable of translating an amount of up to 10 standard pages⁹ within seven working days. If the amount of text to be translated exceeds 10 standard pages this time frame is increased by 0.5 working days per additional standard page.

The result of the translation process will be transmitted to the European Commission by e-mail and in the same file format as the source file or in another format agreed between the contractor and the European Commission. For each target language one file is to be provided. The content (terms, supporting texts) of the files has to be in the same order as they were in the source file.

5.4. Consulting on linguistic/terminological aspects of classification management

This subtask concerns the provision of expertise and advice on linguistic/terminological aspects of classification management for the ESCO languages. In particular, it includes the drafting of specific terminological guidelines by interpreting the general terminological guidelines for each language and transforming them into sets of specific rules. These guidelines would include language specific rules for spelling variants, declensions, inflections, capitalisation, etc.

To illustrate this consider the following (purely indicative) example:

The general terminological guidelines could include the rule: *"All preferred terms need to be written in a gender-neutral form."*

This could be transformed into a specific rule for German, such as: *"Whenever possible, preferred terms for occupations are written in the male form to which the female suffix is added after a diagonal slash and a hyphen, e.g. 'Lehrer/-in'."*

⁹ Standard page means a page comprising 1 500 characters, excluding spaces, in the source language.

This rule is not complete, but it illustrates how general guidelines need to be transformed into specific guidelines for each language in order to provide concrete guidance for terms formulation.

6. GUIDE AND DETAILS OF HOW THE TASKS ARE TO BE CARRIED OUT

6.1. Modality of work/delivery and working methods

6.1.1. Languages and place of delivery

The place of delivery is the Commission's premises in Brussels (Belgium) or – if explicitly stated in the service order/specific contract – any other place in the EU/EEA.

The required services must be provided in English language (except for translation and terms formulation where the result of the work is to be delivered in the respective target language).

6.1.2. Place of work

Services carried out under this contract will be performed at the contractor's premises. Project meetings are typically held in the places of delivery mentioned above.

Travel costs to the place of delivery are not reimbursed.

6.1.3. Working methods related to translation and terms formulation

When carrying out translations, the target texts delivered must be a faithful, complete, accurate and consistent rendering of the source text (no omissions or additions permitted). The contractor must pay particular attention that terminology is used in a consistent way. The formatting of the original shall be maintained.

When carrying out translation or terms formulation and validation the contractor shall consult any relevant reference material. Whenever appropriate the contractor shall send together with the deliverables a note indicating any problems encountered in translation or terms formulation/validation and/or explaining any possible questionable decisions taken.

6.1.4. Late delivery in case of translation or terms formulation

Possible delays in delivery of translations and terms formulation/validation have to be duly reported at least 24 hours before the deadline. Except in cases of *force majeure*, any delay in delivery will automatically incur a financial penalty of 5 % of the payment per calendar day of delay. Except in cases of *force majeure*, non-delivery of the target text / formulated terms may lead to termination of the contract.

6.2. Requirements on 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.

6.3. 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.

6.4. 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.

7. PROFESSIONAL QUALIFICATIONS REQUIRED

See Annex IV of the draft contract

Required professional qualifications for the key persons are fixed in the selection criteria in chapter 13. In addition to that the following professional qualification is required for persons rendering services under this contract:

At least one person per ESCO language (based on the current list of ESCO languages; for a complete list of these languages refer to chapter 5.1) with the following minimum qualification:

a) Formal university level degree (or an equivalent qualification) in the field of translation, terminology, linguistics, business administration, human resources, or other related subjects

b) One year proven experience in translation, terms formulation, revision/reviewing terminology or quality assurance for the respective target language (i.e. one person for each ESCO language)

Draft
Draft

Contractor's Tender

ANNEX II

Registre CAD Ref. No. of

See attached document(s) – [...] page(s).

Draft
Draft

ANNEX III **Model Forms**

1. Model Forms

1.1. Request for Services

The Request will be accompanied by indicative *Draft Tender Specifications and Monitoring* about the services to be performed.

1.2. Service Order Form

The Order Form will be accompanied by precise and detailed (binding) *Tender Specifications and Monitoring* about the services to be performed and by the *Tender of the Contractor*.

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)¹⁰ 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;

¹⁰ All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

The agreed rates (in EUR per calendar day) to be used for the purposes of the present Contract are set as follows:

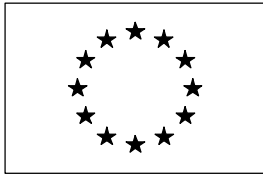
Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AL	Albania	50,00	160,00	LI	Liechtenstein	80,00	95,00
AT	Austria	95,00	130,00	LT	Lithuania	68,00	115,00
BA	Bosnia-Herzegovina	65,00	135,00	LU	Luxembourg	92,00	145,00
BE	Belgium	92,00	140,00	LV	Latvia	66,00	145,00
BG	Bulgaria	58,00	169,00	ME	Montenegro	80,00	140,00
CH	Switzerland	80,00	140,00	MK	F.Y.R. of Macedonia	50,00	160,00
CY	Cyprus	93,00	145,00	MT	Malta	90,00	115,00
CZ	Czech Republic	75,00	155,00	NL	The Netherlands	93,00	170,00
DE	Germany	93,00	115,00	NO	Norway	80,00	140,00
DK	Denmark	120,00	150,00	PL	Poland	72,00	145,00
EE	Estonia	71,00	110,00	PT	Portugal	84,00	120,00
EL	Greece	82,00	140,00	RO	Romania	52,00	170,00
ES	Spain	87,00	125,00	RS	Serbia	80,00	140,00
FI	Finland	104,00	140,00	SE	Sweden	97,00	160,00
FR	France	95,00	150,00	SI	Slovenia	70,00	110,00
HR	Croatia	60,00	120,00	SK	Slovakia	80,00	125,00
HU	Hungary	72,00	150,00	TR	Turkey	55,00	165,00
IE	Ireland	104,00	150,00	UK	United Kingdom	101,00	175,00
IS	Iceland	85,00	160,00	XK	Kosovo	80,00	140,00
IT	Italy	95,00	135,00				

2.2.2. Travel expenses

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

3. Additional provision

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



EUROPEAN COMMISSION
DG Employment, Social Affairs and Inclusion

[directorate]
[unit]

Brussels,
EMPL/..... – D(2011) –

(date of notification)

[Name and address of Contractor]

Request for Services

Ref. No VC/...../.....
(Ref. No to be quoted in all correspondence)

Under the Service Framework Contract
ref. No of
between and DG

Further to the above-mentioned Contract concluded between the Commission and your firm, we request a proposal for the service described below.

1. Title of the requested services	
2. Requestor (Name and title)	
3. Draft Tender specifications and Monitoring	See attached <i>Draft Tender specifications and Monitoring</i>
4. Estimated duration (Calendar days)	
5. Estimated expertise required (Estimated number of experts, of w.d./expert, of total w.d.)	See attached <i>Draft Tender specifications and Monitoring</i> , 4. Estimated expertise required
6. Expected output (Specialised services to be provided)	See attached <i>Draft Tender specifications and Monitoring</i>
7. Address of requestor, where to send the proposal in return (Full address)	European Commission DG Employment, Social Affairs and Inclusion [Unit and administrative address] B-1049 Brussels, Belgium
8. Signature of requestor	
9. Date of signature by requestor	

w.d. = 1 working day for 1 expert; only the services actually provided by the expert(s) for the mission concerned will be payable to the Contractor.

We thank you in advance for responding rapidly to this request by submitting at your earliest convenience a tender in accordance with the provisions of the Contract, within [...] working days of the date of notification of this service request.

Please ensure that your tender is drawn up in accordance with the provisions of Annex I to the Contract and that it includes your personal opinion, suggestions and recommendations concerning the methodology and/or professional qualification required (including the counter-proposals and proposals/alternative suggestions you deem appropriate).

Annex:

- Proposed *Draft Tender Specifications and Monitoring*.



Service Order Form

Brussels, (date of issue)

Following a Service Framework Contract

EUROPEAN COMMISSION

DG Employment, Social Affairs and
Inclusion

Requesting Department

.....

.....

Reference Nos to be quoted in all
correspondence

Order form No:

Accounting No:

VC/...../.....

SI2.

Order form title:

This order is governed by the provisions of Framework Contract No of, between the Contractor and DG, in force from to

Acceptance of this order implies that the contractor waives all other terms of business or of execution of the tasks.

Description of the Services	Unit price in €	Quantity	Unit type	Sub-total in €	Total in €
FEES AND DIRECT COSTS					
<i>(fixed prices)</i>					
<i>Specialised services: max. provision for fees</i>					0,00
Experts of qualification level I					
Details	0,00	0	w.d.	0,00	
Experts of qualification level II					
Details	0,00	0	w.d.	0,00	
Experts of qualification level III					
Details	0,00	0	w.d.	0,00	
Experts of qualification level IV					
Details	0,00	0	w.d.	0,00	
<i>Specialised supplies: max. provision for direct costs (to be specified)</i>					0,00
Details	0,00	0	unit	0,00	
<i>Travel</i>					0,00
Journeys for participants 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	
<i>Accommodation</i>					0,00
Hotel expenses for participants as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
<i>Subsistence</i>					0,00
Subsistence expenses for participants as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
<i>Logistic and organisational expenses</i>					0,00
Rent of conference rooms					
Details	0,00	0	pers.	0,00	
Catering					
Details	0,00	0	pers.	0,00	
Fees for interpreters					
Details	0,00	0	pers.	0,00	
Rent of interpreters' boots and supplies					
Details	0,00	0	unit	0,00	
Printing and dissemination of documents					
Details	0,00	0	copies	0,00	
Translations					
Details	0,00	0	pages	0,00	

Description of the Services	Unit price in €	Quantity	Unit type	Sub-total in €	Total in €
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
Sub-total "Fees and Direct Costs"					0,00

REIMBURSABLE EXPENSES		<i>(max. prices)</i>			
<i>Travel expenses</i>					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	
<i>Accommodation expenses</i>					0,00
Hotel for experts as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
<i>Subsistence expenses</i>					0,00
Subsistence for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
<i>Shipment and/or other reimbursements (to be specified)</i>					0,00
Details	0,00	0	unit	0,00	

<i>Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)</i>					0,00
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.4)					0,00

<i>Place of implementation:</i> European Commission	Total amount without VAT			0,00
	VAT %			0
Overall Total				0,00

<p>Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this Order form.</p> <p>For Contractors established in Belgium, the provisions of the Contract constitute request for VAT exemption No 450, provided that the Contractor indicates in his invoice(s) as follows: "Exonération de la TVA, Article 42, § 3.3, du code de la TVA", or equivalent indication in Dutch or German language.</p> <p>If the Contractor has a place of fiscal imposition in a Member State of the European Union other than Belgium, a VAT/excise duty exemption certificate may be necessary.</p>	<i>Duration:</i>	The duration of the tasks shall not exceed
	<i>Execution of the tasks:</i>	Execution of the tasks shall start from
	Signature	
	For the Commission,
	DG Employment, Social Affairs and Inclusion	(signature)
	Done at Brussels,	(date)
In duplicate, in English		
Annexes:		
– Annex I: Tender Specifications and Monitoring		
– Annex II: Contractor's Tender (Registre CAD Ref. No. of) signed by the Contractor		

