



**EUROPEAN COMMISSION**  
DG Employment, Social Affairs and Inclusion

Europe 2020: Employment policies  
**European Employment Strategy**

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## Service Contract

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*Contract title* **“Support services for Mutual Learning within the European Employment Strategy”**

*Contract ref. no.* **VC/2012/0179**  
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

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

### Other administrative information

*Department* **DG EMPL.C.1**

*Pre-information notice* O.J. publication ref. no: —  
*Call for tenders* DG EMPL ref. no: VT/2012/004 of .....  
*Contract notice* O.J. publication ref. no: .....  
*EPIC (CIAME)* ref. no: ...../.....  
*Service category* no: A11

### Other accounting information

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

*Type of Contract* V/SE/SEC02

The European Union (hereinafter referred to as “**the Union**”),  
represented by the European Commission (hereinafter referred to as “**the Commission**”),  
which is represented for the purposes of the signature of this Contract by Jean-Louis DE  
BROUWER, Director - EMPL.C, 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/2012/004 of ..... ) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD ref. no. .... of .....
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Final technical report to be submitted

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

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

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

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## I. Special conditions

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### Article I.1 Subject

**I.1.1.** The subject of the Contract is: “**Support services for Mutual Learning within the European Employment Strategy**”.

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

### Article I.2 Duration

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

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

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

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

**I.2.4.** The Contract may be renewed up to 3 time(s), each time for a period of execution of the tasks of 12 months, only before payment of the balance and with the express written agreement of the parties, indicating the date on which execution of the tasks shall start. Renewal does not imply any modification or deferment of existing obligations.

### Article I.3 Contract price

#### **I.3.1. Maximum total amount**

The maximum total amount to be paid by the Commission under the Contract shall be EUR 0.00 covering all tasks executed.

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

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

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

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

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

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

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

Not applicable.

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

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

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

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a duly constituted financial guarantee equal to at least the invoiced pre-financing amount, a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 shall be made.

### **I.4.2. Interim payment**

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

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

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, up to maximum 40% of the total amount referred to in Article I.3.1, shall be made.

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

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

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

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, payment of the balance of the total amount referred to in Article I.3.1 shall be made.

### **I.4.4. Performance guarantee**

Not applicable.

## Article I.5 **Bank account**

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

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

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

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

### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Inclusion  
EMPL.C.1  
B-1049 Brussels (Belgium)

### **Contractor**

..... (Mr/Mrs/Ms + forename and name)  
..... (function)  
..... (company name)  
BELGIUM

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

**I.7.1.** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.

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

## Article I.8 **Data protection**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by DG Employment, Social Affairs and Inclusion acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

## Article I.9 **Termination by either contracting party**

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 30 days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw

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

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

up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.



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## **II. General conditions**

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

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

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

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

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

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

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

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

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

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

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

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

## Article II.2 **Liability**

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

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

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

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

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

## Article II.3 **Conflict of Interests**

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

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

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

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

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

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

## Article II.4 **Payments**

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## Article II.6 Recovery

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

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

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

## Article II.7 Reimbursements

**II.7.1.** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

**II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.7.3.** Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

**II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- (a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- (d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.3.

**II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

## **Article II.8 Ownership of the Results – Intellectual and Industrial Property**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Union, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

## **Article II.9 Confidentiality**

**II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

**II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

## **Article II.10 Use, Distribution and Publication of Information**

**II.10.1.** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.

**II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.

**II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.

**II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

## **Article II. 11 Taxation**

**II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

**II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

**II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.

**II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

## Article II.12 **Force Majeure**

**II.12.1.** *Force majeure* shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as *force majeure* unless they stem directly from a relevant case of *force majeure*.

**II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with *force majeure*, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

**II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by *force majeure*. Where the Contractor is unable to perform his contractual obligations owing to *force majeure*, he shall have the right to remuneration only for tasks actually executed.

**II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

## Article II.13 **Subcontracting**

**II.13.1.** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

**II.13.2.** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

**II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

## Article II.14 **Assignment**

**II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

**II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

## Article II.15 **Termination by the Commission**

**II.15.1.** The Commission may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject

- of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
  - (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
  - (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
  - (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
  - (f) where the Contractor is in breach of his obligations under Article II.3;
  - (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
  - (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
  - (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
  - (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
  - (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

**II.15.2.** In case of *force majeure*, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

**II.15.3.** Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

**II.15.4. Consequences of termination**

In the event of the Commission terminating the Contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

**Article II.15a Substantial errors, irregularities and fraud attributable to the Contractor**

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities

or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

## **Article II.16 Liquidated Damages**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

## **Article II.17 Checks and Audits**

**II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance.

**II.17.2.** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

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

## **Article II.18 Amendments**

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

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

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

## **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,  
Jean-Louis DE BROUWER  
Director - EMPL.C  
DG Employment, Social Affairs and Inclusion

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

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

In duplicate in English.

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## Tender Specifications and Monitoring

ANNEX I Tender No. VT/2012/004 of .....

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See attached document – 19 pages.

Draft  
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## Contractor's Tender

ANNEX II

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

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

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
<b>FEES AND DIRECT COSTS.</b> (fixed prices)					
<i>Experts' fees (to be specified for each specific task)</i>					0,00
Details	0,00	0	w.d.	0,00	
<i>Other direct costs (to be specified)</i>					0,00
Details	0,00	0	unit	0,00	
<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 expenses for experts as mentioned in Annex I					
Details	0,00	0	pers..	0,00	
Provision for supplementary accommodation expenses upon request of the Commission					
Details	0,00	0	pers.	0,00	
<i>Subsistence expense</i>					0,00
Subsistence expenses for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
<i>Shipment and/or other reimbursements (to be specified)</i>					0,00
Details	0,00	0	unit	0,00	
<b>Overall Total</b>					<b>0,00</b>

w.d. =1 working day for 1 expert

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

#### 2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s)<sup>3</sup> in the required format(s), but does not include the reimbursable expenses defined below.

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

<sup>3</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

## **2.2. Reimbursements**

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

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

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

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

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries. They will be paid for each calendar day spent on mission away from the usual place of work, provided that the corresponding assignment is of a short-term nature. The DSA will vary according to the country in which the missions are to be carried out.

Daily subsistence allowances (DSA) are to be calculated as follows according to the length of the mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: 0.5 DSA;
- more than 12 hours, but not more than 24 hours: 1 DSA;
- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

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

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

### 2.2.2 Travel expenses

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

### 3. Additional provision

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

## ANNEX IV **CVs and classification of experts**

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

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

### 2. **List of experts assigned**

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

### 3. **CVs of experts assigned**

See Annex II.

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

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See attached document – 11 pages.

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## Specifications – Invitation to tender No VT/2012/004

### SERVICE CONTRACT "SUPPORT SERVICES FOR MUTUAL LEARNING WITHIN THE EUROPEAN EMPLOYMENT STRATEGY"

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#### 1. TITLE OF THE CONTRACT

"Support services for Mutual Learning within the European Employment Strategy"

#### 2. BACKGROUND

##### 2.1. The Europe 2020 Strategy and the new economic governance

The EU's Europe 2020 strategy for smart, sustainable and inclusive growth was launched by the European Commission in March 2010 and approved by the Heads of States and Governments of EU countries in June 2010.<sup>1</sup> The document sets out concrete targets to be achieved within the next decade in areas of employment, education, energy use and innovation in order to overcome the impact of the financial crisis and put Europe back on track for economic growth.

The fight against unemployment and poverty is at the heart of the strategy. In this respect, three out of the five headline targets are of paramount importance in the employment area:

- 75 % of the population aged 20-64 should be employed
- the share of early school leavers should be under 10% and at least 40% of the younger generation should have a tertiary degree
- 20 million less people should be at risk of poverty.

In addition to the targets, the Commission also proposed seven flagship initiatives to support and guide Member States with their work. The flagship initiatives most relevant for the employment dimension are “Youth on the Move”, “An agenda for new skills and jobs” and "European platform against poverty". The Europe 2020 strategy is underpinned by a set of Integrated Guidelines, comprising four Employment Guidelines (from nr 7 to nr 10).<sup>2</sup> These give guidance to the Member States on defining their National Reform Programmes and implementing reforms.

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<sup>1</sup> [http://ec.europa.eu/europe2020/index\\_en.htm](http://ec.europa.eu/europe2020/index_en.htm)

<sup>2</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2010:2020:FIN:EN:PDF>

Within this context, a new approach towards economic surveillance and a new policy-making timetable was established. The aim is to ensure that all policies are analysed and assessed together and that policy areas which previously were not systematically covered by economic surveillance are included. The first 'European semester' was put into practice for the first time during the first half of 2011, co-ordinating economic and fiscal policies in line with the Europe 2020 strategy.

The annual cycle begins with the Commission's Annual Growth Survey (incl. Joint employment Report), which gives broad guidance on priority actions to be taken at EU and national level. Member States then submit Stability or Convergence Programmes on their fiscal plans and National Reform Programmes on structural reforms and measures to boost growth and jobs. The Commission assesses these reports based on an integrated analysis covering fiscal, macroeconomic, and structural policies. On that basis, concrete policy recommendations for each country are proposed before governments draw up their draft budgets and submit them to national parliamentary debate in the second half of the year (the 'national semester'). The June European Council discusses the recommendations and the Council adopts them.

In the second part of the year, Member States finalise national budgets and policy measures taking into account the EU and country-specific guidance received. In its Annual Growth Survey of the following year, the Commission assesses how Member States have taken the guidance into account.

## **2.2. The Mutual Learning Program within the European Employment Strategy**

The European Employment Strategy (EES)<sup>3</sup> which is now an integral part of Europe 2020, is a 'soft' law mechanism designed to coordinate the employment policies of the EU Member States. While the objectives, priorities and targets are agreed at EU level, national governments are fully responsible for formulating and implementing the necessary policies.

One of the key instruments of the open-method of coordination in employment (the EES) is the Mutual Learning Programme. The Mutual Learning Programme was launched at the beginning of 2005 and incorporates the former Peer Review Programme that was launched in 1999.<sup>4</sup> It contributes to the promotion of greater policy convergence towards the main goals of the EU employment policy by encouraging mutual learning at all levels of governance, and to enhancing the transferability of the most effective policies within key areas of the EES. A further aim is to encourage stakeholders to promote the wider and more effective

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<sup>3</sup> <http://ec.europa.eu/social/main.jsp?catId=101&langId=en>

<sup>4</sup> In 1999, the Peer Review Programme was created to exchange and disseminate good practice in employment policy and promote its transfer within Europe. In 2003, the Employment Taskforce led by Wim Kok ([http://europa.eu/legislation\\_summaries/other/c11321\\_en.htm](http://europa.eu/legislation_summaries/other/c11321_en.htm)) stressed even more strongly the importance of the better use of exchanging good practice experiences. As a result, the programme was re-launched as the Mutual Learning Programme (MLP) in 2004.



dissemination of information about the European Employment Strategy (EES) and its implementation.<sup>5</sup>

The outcomes of the activities of the Mutual Learning Programme will also feed into the annual assessment of the employment dimension of Europe 2020. This also entails the need for consistency between the activities of the Mutual Learning Programme and the main messages emerging from the European Semester in the relevant areas.

The program will be evaluated in 2012 and the results may give further input to improving the activities of the Mutual Learning Programme. Responding to this, the Commission may revise the working methods of the programme within the framework set out here, to strengthen the mutual learning process and aligning the Peer Review programme closer to the Europe 2020 strategy.

The Mutual Learning Programme has been supported by PROGRESS (see section 2.3.).

## **2.1. PROGRESS introduction**

PROGRESS<sup>6</sup> 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<sup>7</sup>, 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;

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<sup>5</sup> For the list of the events organized since 1999 and related documents describing the activities in details, please see <http://www.mutual-learning-employment.net/>

<sup>6</sup> Decision No 1672/2006/EC of the European Parliament and of the Council of 24 October 2006 establishing a Community Programme for Employment and Social Solidarity — Progress, JO L 315 of 15.11.2006.

<sup>7</sup> Communication from the Commission to the European Parliament, the Council, the European Economic and Social Committee and the Committee of the Regions - Renewed social agenda: Opportunities, access and solidarity in 21st century Europe COM/2008/0412 final of 02.07.2008.

- Promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- Relaying the views of the stakeholders and society at large.

More specifically, PROGRESS supports:

- The implementation of the European Employment Strategy (section 1);
- The implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- The improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);
- The effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- The effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

The present call for tenders is issued in the context of the implementation of the 2012 annual work plan which can be consulted at

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

*New EU Programme for Social Change and Innovation (PSCI)*

The bidders have to be aware of the future changes in PROGRESS instruments and priorities. The Commission has adopted a new programme on the 6th of October 2011, the Programme for Social Change and Innovation (PSCI).<sup>8</sup> PSCI builds upon three existing instruments such as Progress, EURES and the Progress Microfinance Facility. The proposal will come into effect on 1st January 2014. Beyond this date;

- PROGRESS will be linked to EURES and to the PROGRESS Microfinance Facility
- PROGRESS will include a new instrument that is the social experimentation
- PROGRESS priorities and instruments will be fine tuned year to year in the Annual Work Plans (similarly to present practice).

All activities commencing after the 1st of January 2014 under this contract have to take into consideration these changes. The Commission might change the objectives, activities, specifications and deliverables of the contract accordingly, during the extension for 2014 and onwards.

### **3. SUBJECT OF THE CONTRACT**

The Mutual Learning programme within the European Employment Strategy is subcontracted and the current contract will end in December 2012.

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<sup>8</sup> <http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0609:FIN:EN:PDF>

The general objective of this contract is to provide support services to the Commission for the management of the activities of the Mutual Learning Programme (MLP) within the European Employment Strategy (EES) in the next period, taking into account guidance provided by the EPSCO Council on 21 October 2010. In particular, with regards to aligning the MLP activities to the governance of the European Employment Strategy within the context of Europe 2020 and the European semester, the Commission is asked to: *".....concentrate the annual activities of the Mutual Learning Programme on the areas and themes highlighted by the strategic guidance provided by the Council and the European Council and inform the Council and the Member States of the results of the activities on a yearly basis."*

Within this context, the activities of the Mutual Learning Programme will be organized on the basis of a rolling work programme, dedicating a 12-month period to themes defined by the policy priorities identified by the Commission in co-operation with the Employment Committee (EMCO). The aim is to ensure that the programme activities mainly reflect the messages emerging from the annual Joint Employment Report (JER), which is transmitted to the Spring EPSCO Council and the main thematic outcomes of the Annual Growth Survey (AGS).

The contractor will be in charge of the organisation of the Peer Review seminars focusing mainly on specific good practices under a particular theme. The contractor will also be in charge of the organisation of other additional MLP-activities that focus on main policy challenges and approaches, from national and EU-wide perspectives, in relation to a particular thematic priority identified in the context of the European Semester.

The contractor in charge of the MLP-activities will also be required to offer additional support and follow-up activities, developing and implementing a communication strategy aimed at ensuring timely documentation and broad and effective dissemination of the key messages and findings of the MLP-activities. The contractor will also be responsible to maintain and further develop the MLP-website, see also section 5.2.6.

The contractor will be requested to assure high quality deliveries in each and every step of the delivery chain.

#### **4. PARTICIPATION**

Not applicable

## **5. TASKS TO BE CARRIED OUT BY THE CONTRACTOR**

### **5.1. Geographical coverage**

The contract will cover:

- the 27 Member States,
- EEA countries (Iceland, Lichtenstein and Norway)<sup>9</sup>,
- Accession, candidate and pre-candidate countries (Croatia, Former Yugoslav Republic of Macedonia, Serbia and Turkey).<sup>10</sup>

### **5.2. Organization of the Mutual Learning activities**

The Mutual Learning support services are to be delivered by the contractor through a coordinating team (core team), and independent thematic and national experts working in the context of the meetings, seminars, dissemination, follow-up and ad hoc activities that are specified below. The members of the core team and the policy experts will work under the responsibility of the core team's "project director".

The project director will be responsible for the global management of the contract. One of the other core team members should act as a lead expert who will assist the core team and the project director with carrying out the MLP-activities and ensure their high quality (see also section 13.2.). The core team's lead expert will also act as an employment policy expert for the Commission in connection with the development of the activities' yearly work program.

The core team should consist of staff with substantial competences and experiences in the areas covered by the contract and also have competence to cover and document the activities that will be organized (see also section 13.2.).

Together with the Commission officials, the core team will establish a steering group. It should be anticipated that the steering group organizes up to 4 steering group meetings in Brussels, see also section 7.

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<sup>9</sup> The Agreement on the European Economic Area (EEA) brings together the 27 EU Member States and the three EEA EFTA countries (Iceland, Liechtenstein and Norway).

<sup>10</sup> Other Western Balkan countries included in the stabilisation and association process may join the PROGRESS Programme upon negotiating Memoranda of Understanding. If, during the contract period, any countries start to participate in the Programme, an extension of the contract will be made by negotiated procedure according to [Article 126\(1\)\(f\) of Commission Regulation n° 2342/2002 \(EC, Euratom\) laying down detailed rules for the implementation of Council Regulation \(EC, Euratom\) No 1605/2002 on the Financial Regulation applicable to the general budget of the European Communities \(Official Journal L 357 of 31/12/2002\)](#).

### 5.2.1. *General core team tasks*

The core team will be in charge of:

- the overall organisation of the activities, providing a complete logistical support, including a complete logistical support for the participants (incl. management of travel and accommodation costs of participants as specified below);
- the preparation of the agenda of the activities in close cooperation with the experts and the Commission;
- the identification, liaison, preparation, support, and quality assurance of the experts for each of the topical policy themes or practices;
- ensuring the quality of the reports prepared for the activities by the experts;
- the co-ordination and dissemination of the input from the experts prior to the activities;
- the facilitation and chairing of the activities;
- the production, publication and dissemination of information from the organized activities, highlighting key messages and outcomes, potentially transferable, lessons and demonstrated mutual learning impact in line with the aims of the program;
- the liaison with the Commission officials involved in the programme;
- the ongoing evaluation of the methodological aspects and of the results of the programme's activities.
- the liaison with other subcontractors (if this will be the case).
- ensuring, before the end of the contract, an easy, uninterrupted and quality transfer of tasks to the following contract period (if applicable), see also section 5.3.

In agreement with the Commission, the core team will ensure that the programme activities inform the policy debates, and that the choices of the activities of the MLP mainly reflect the messages emerging from the annual Joint Employment Report (JER) and the main thematic outcomes of the Annual Growth Survey (AGS).

In addition to the core team involved in the organisation of the MLP-activities, the contractor is expected to identify and engage relevant experts to be sub-contracted to work in relation to the specific theme or policy practice to be reviewed in the activities organized (see also section 5.2.2.).

### 5.2.2. *Thematic and national expert's tasks*

#### *Coordinate contributions of the national and thematic experts*

Based on a pool of experts, the core team will propose relevant independent national and thematic experts to be sub-contracted to work in relation to the specific theme or policy practice to be reviewed/presented in the activities organized. The national and thematic experts should have high quality competences in the field of this call,

extensive international level research experiences, and excellent writing and presentation skills in the English language.

The contractor will be in charge of all financial responsibilities related to the experts' engagements.

The Commission will either approve the proposal for the national and thematic experts concerned (based on CVs etc) to be involved in the MLP-activities or may propose other experts or request a wider selection. An overview table of the pool of experts (both contracted and not contracted) will be made available to the Commission and updated on a regular basis throughout the period of the contract. The overview will among other things include full names, nationality, working place, competences, contact details and issues within employment field covered.

The bidders are requested to provide a list of potential experts that could be engaged for the activities of the MLP. The list should be composed by people that cover a wide range of issues of the EES, and have a good record of academic / policy work. The list should among other things include full names, nationality, working place, competences, contact details and issues covered within employment field.

#### *Contact with relevant networks*

The Mutual Learning activities are closely related to the European Employment Observatory's (EEO) activities.<sup>11</sup> Once in place, the core teams of both contractors will make all necessary arrangements so that their activities are synchronised and coordinated and that the respective networks and users are mutually informed of each other's activities. They should also ensure that both websites and newsletters publish their respective areas of work, where applicable.

The core team will also ensure contact with other relevant networks.

The core team will, if applicable and/or required, be requested to take account of experiences from outside the EU, which could be useful for the Member States. It should therefore be envisaged to engage further with experts from relevant International Organizations (OECD, ILO) and third countries (e.g. Canada, New Zealand, Australia) which can contribute and enrich the mutual learning process.

#### *5.2.3. Organising Peer Review seminars*

The core team will organize and facilitate annually up to 6 Peer Review meetings.

The **Peer Review seminars** cover a number of single initiatives relating to specific employment policy practices experienced in a Member State in line with the priority themes identified in the Annual Growth Survey (AGS) and the Joint Employment Report. The Peer Review is a method based on the exchange of experiences between a 'host country' which

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<sup>11</sup> <http://www.eu-employment-observatory.net/>

- presents and wishes to gain feedback from other Member States on a policy, policy reforms, measures, programmes and innovations which have potential for dissemination in view of their results and their general interest for the EU (associated good practice).

and ‘peer countries’ who are interested in:

- learning from the host example and potentially transferring it into their national setting; and
- sharing their own policy experiences with the host and other participating countries

The policy example should have the following features:

- particular thematic priority identified in the context of the European Semester.
- concrete response to one or more Employment Guidelines, either as a single measure, a set of measures or on aspects of governance and delivery;
- evaluation results or monitoring data should be available; and
- where relevant, attention should be paid to the experience drawn from the European Social Fund (ESF).

The core team is also expected to actively assist the Commission by coming forward with proposals on good practices, measure etc. and identifying potential host countries.

Within the maximum number of peer reviews per year, some peer reviews can be organized in a more flexible manner during the year if Member States wish to host a peer review on a policy, measure, strategy or programme which is deemed to warrant broad dissemination but is not necessarily linked to the main themes of the European Semester. The bidders are invited to provide examples on how the identification of good examples for discussions would be carried out.

The Peer Reviews consists of aspects described below.

The Peer Review meetings will last 1,5 days each. The Peer Review will be hosted and preferably chaired by the host country or countries, or alternatively chaired by the contractor.

Each Peer Review seminar will involve:

- a) one or more government official representatives from the host country
- b) one representative from each peer country. The number of participating peer countries may vary, also depending on the type of the review, but it should comprise between 8 and 12 (maximum 12) countries;
- c) national experts from the host country and peer countries (selected and appointed by the core team);
- d) one thematic expert providing academic insights on the issue in question from the European perspective.

- e) up to three European Commission officials;
- f) representatives of relevant stakeholders (if required/desired) from the host country expressing the viewpoints of the beneficiaries etc.;
- g) representatives of the core team;

The core team involved in the organisation of the Peer Review will be responsible for the smooth implementation of the Peer Review process and supporting the host country in organising the event (devising the fiche and the agenda, helping with the content, providing the documentation, liaising with the participants, chairing of the meeting and facilitating the working groups etc.) in cooperation with the Commission.

The seminars are to be held in the meeting premises provided by the host country. The Peer Review may involve study visits to institutions involved in the delivery of policies, workshops, interviews with those responsible for local implementation, analysis of evaluations etc., and contact persons targeted by the policy in question. The core team will help the host country to organize and finance the study visit.

The contractor will be in charge of the organisation and payment of travel, accommodation for all participants with the exception of Commission staff and host country participants.

The working language will be English. If interpretation services will be considered necessary by the host country, the host country will be in charge of and finance such an arrangement.

Depending on the agreement with the host country, other parties (NGO, regional or/and local authorities, or social partners) might also contribute to the preparation of the Peer Reviews by presenting discussion or opinion papers. Their participation will be coordinated by the contractor but the contractor will neither have to identify them nor to pay fees for them.

The bidders are welcome to come forward with proposals on modifying the organizational aspects of the Peer Reviews.

#### *Documentation of the Peer Reviews*

The core team will co-ordinate all documentation in conjunction with the seminars and follow-up activities, including the dissemination of the results of these activities.

#### Papers to be produced ahead of each Peer Review:

- Thematic expert discussion paper (approximately 15 A4 pages);
- Host country discussion paper prepared by a national expert (approximately 15 A4 pages);
- Peer countries comment papers prepared by national experts (each approximately 5 A4 pages);
- Stakeholders comment papers (if applicable; each approximately 5 A4 pages).



The core team will also assist the host country with preparing a "fiche" containing presentation of the policy measure/practice of the host country. The core team will be in charge of ensuring the quality of the papers and be responsible for their coordination and timely dissemination. If other documents will be prepared by participants to the Peer Review, the contractor will ensure the quality of the papers and be responsible for their coordination and timely dissemination as well.

Papers to be produced following each Peer Review:

- Executive summary (approximately 2 A4 page; available and disseminated one-two weeks after the event);
- Key policy messages (containing key policy messages, conclusions and recommendations based on the outcomes of MLP activities, allowing them to be fully used in policy design; approximately 15 A4 pages available and disseminated three weeks after the event) prepared for discussion in EMCO Ad Hoc Group with the help of the thematic expert.

Papers produced in conjunction with Peer Reviews should be made available in English. The Summary of the Peer Review should be translated into English, French, German and the language(s) of the host country.

*Guidance notes*

The core team will be requested to produce informative "guidance notes" for the governmental representatives, the thematic and national experts, explaining the nature of the Peer Review and the participants' role in this activity. The "guidance notes" for the thematic and national experts should also explain the way their papers should be prepared for the activities (incl. a template). These might be considered for publishing on the website.

*Dissemination seminar*

The core team will also be in charge of the organisation of one dissemination seminar at the end of the annual cycle where the results from the Peer Reviews and also other activities will be presented. The dissemination conference will last one day, will be organized in Brussels and will involve between 50-70 participants comprising policy-makers, representatives of the social partners, international organisations and other stakeholders from across Europe etc.

The bidders are encouraged to come forward with proposals on organizational aspects of the dissemination conference, documentation and the involvement and responsibilities of thematic experts. At the same time, the dissemination conference should involve the aspects described below.

The core team will be responsible for the smooth implementation of the dissemination conference by arranging and financing the venues, catering and lunch, and active interpretation services in English, French and German (and passive interpretation services in Italian and Spanish). The core team will provide full logistical support

(incl. financing) for all participants, travel and accommodation. The core team will actively help the Commission with the agenda of the meeting.

The core team will be responsible for conducting and facilitating the activities and will be expected to contribute to the presentations and discussions on the day and help the Commission with chairing.

#### 5.2.4. *Organizing other activities*

##### *Thematic events*

The core team will also be in charge of the organisation of additional MLP-activities that focus on main policy challenges and approaches, from national and EU-wide perspectives, identified by the Commission in relation to a particular thematic priority identified in the context of the European Semester. Such activities should give the MLP the necessary flexibility to adapt to events and the political momentum during the course of the year. The proposed activities should be organized in Brussels for 100 to 120 participants, and involve experts, policy-makers, representatives of the social partners, international organisations and other stakeholders from across Europe.

The bidders are invited to provide an illustration of up to three examples of possible formats of such activities. The proposals should include organizational, documentation and dissemination aspects of such activities. The bidders are asked to provide the examples of such activities based on one of the following themes:

- Actions targeting in particular young people who are not in employment, education or training.
- Adapting education and training systems to reflect labour market conditions and skills demand.
- The implementation of strategies encompassing labour market measures of long-term unemployed persons.

The core team will be responsible for the smooth implementation of the activities by arranging and financing the venues, catering and lunch, and active interpretation services in English, French and German (and passive interpretation services in Italian and Spanish). The core team will provide full logistical support (incl. financing) for all participants, travel and accommodation.

##### *Ad Hoc technical support*

In order to enhance follow-up activities, the core team will assist the Commission by providing *ad hoc technical support* to Member States participating in the MLP-activities. Countries confronted with problematic issues in the employment policies field may at any time during the year ask for support networking in order to deepen their mutual learning with another peer country and explore further existing "good practices" (for instance with a view to the preparation or implementation of a major policy reform, or to improve the effectiveness and efficiency of their policies, or as a follow-up of the organized MLP-activities). Such networking and mutual learning

should further ensure that good examples and best practices are widely disseminated to the highest levels of policy makers.

The bidders are asked to come forward with a proposal on logistical, organizational, documentation and dissemination aspects of such activities.

#### *Call for proposals*

In order to enhance a further dissemination and an exchange of good practices, the Commission might during the period of contract launch a separate call for proposals. In order to ensure consistency within the overall Mutual Learning Programme and to provide input to the synthesis report, the contractor will be invited to follow these activities. It will be decided by the steering group which of these activities are to be followed more closely by the core team.

#### *Database of best practices*

The core team will be responsible for a development of a database of best practices in the field of employment that will be regularly updated. The bidders are asked to come forward with proposals on how to collect and structure this information. Proposals on how to integrate this information online will be evaluated by DG EMPL's Web Team according to the website's specifications see also section 5.2.6.

#### *5.2.5. Other documentation and dissemination*

The contractor will provide following documents after the completion of each annual MLP-programme:

- *Annual activity report* (approximately 20 pages): The contractor will summarise the MLP activities (also taking into account the relevant national and joint follow-up activities) in a document that will include an assessment of the practical arrangements and the methodology(ies) used (e.g. surveys of satisfaction, monitoring participation) with the core team's conclusions and recommendations in the context of the Europe 2020, and with a view to possible adaptation in the following year of the exercise.
- *Annual thematic synthesis report*: The aim is to summarise the main policy messages, conclusions from the MLP-activities (also taking into account the relevant national and joint follow-up activities) organized during the year. This report should also include the core team's recommendations to the Commission. This will be a part of the Annual Activity report and be used as an integrated input into the MLP report for the annual EPSCO "Thematic Surveillance Paper" in December.<sup>12</sup> Summary of the policy recommendations published in this report will in addition be provided as a factsheet for further dissemination.

The reports should be made available in English, French and German.

#### Other relevant papers

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<sup>12</sup> As set out in the EPSCO Council conclusions, see page 6 for details.

Additional papers may be presented by the Member States in conjunction with the Peer Review meetings and other MLP-activities and should be disseminated and, if needed, translated as appropriate. Reports from the national and joint follow-up activities under the Mutual Learning programme should be disseminated as appropriate.

### General requirements

The core team will be responsible for the drafting and ensuring the quality of all above-mentioned documents and other documents that will be proposed (see section 5.2.3. and 5.2.4). The documents shall be made available electronically on the MLP-website after approval by the Commission. All documents should be made available to the participants of the MLP activities.

The reports should be clear, accurate and concise, to be readable not only for participants but also for a general audience. The reports' layout should follow the guidelines of the European Commission's visual identity. The quality of their content should contribute to the effective dissemination of the results of the MLP activities. It is important that these papers are finalised shortly after the event so that the results can feed into subsequent discussions.

#### 5.2.6. *Communication strategy*

In view of the importance of effectively disseminating the lessons learned in the context of the MLP-activities to a wide audience, both at European and national level, the contractor should develop and implement a communication strategy.

The communication strategy should:

- identify main target groups (e.g. relevant authorities at European and national level in the MS and participating countries, stakeholders, etc) for the dissemination of information on MLP activities
- identify relevant content providers / sources of information and establish a workflow for content production / supply
- define clear targets and indicators for assessing progress in the dissemination of information on MLP activities (see also 5.3. Quality Control and Assessment)
- identify tools, products and channels for promotion and dissemination of results to all relevant stakeholders, giving visibility to the outcomes of MLP activities and allowing them to be fully used in policy design.
- indicate alternative means of dissemination of information (e.g. online working / professional groups, social media, etc.), to be developed during the contract, to reach and motivate target groups to feed in and use the outcomes of MLP activities
- define a timeframe and work plan
- include a list of human resources to be used for each task of the work plan

- indicate how the quality of drafting and presentation of information and documents will be ensured.
- propose ways to evaluate feedback

Decisions about the communication and dissemination activities will be taken in agreement with the Commission.

The core team can be requested to make presentations of the MLP activities at meetings with third parties (e.g. meetings of the Employment Committee).

*The structure, management and maintenance of the public website*

During the previous years a public website has been developed to disseminate information on MLP activities in the employment field (<http://www.mutual-learning-employment.net/>).

The web presence of the MLP [hereinafter called 'subsite'] will be part of the [DG EMPL's main website](#). The core team will be requested to:

- migrate the content selected by the steering group (based on the core team's proposal) and currently on <http://www.mutual-learning-employment.net/> to [DG EMPL's website](#).
- revise and SEO<sup>13</sup> the content in EN, FR, DE
- define and put in place the information structure of the MLP's subsite on DG EMPL's website
- translate the navigation labels into all EU 23 official languages (requirement of DG EMPL's content management system)
- manage the subsite's content and perform the necessary updates
- ensure quality, accuracy, accessibility and usability of the content, following the EC's rules on the [Information Provider's Guide](#)<sup>14</sup>, and the conventions established in the [Interinstitutional Style Guide](#)<sup>15</sup> for all the EU institutions and bodies
- guarantee the content of the subsite in English, French and German with all outputs of the activities conducted in the framework of the MLP
- disseminate all deliverables (papers, documents and reports etc) on the subsite immediately after their production and approval by the Commission
- regularly check and update links to relevant national and EU websites

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<sup>13</sup> SEO - Search Engine Optimisation

<sup>14</sup> [http://ec.europa.eu/ipg/index\\_en.htm](http://ec.europa.eu/ipg/index_en.htm)

<sup>15</sup> <http://publications.europa.eu/code/en/en-000100.htm>

- facilitate publication on the subsite of relevant public reports by the independent experts in the field of the contract

Technical maintenance will be provided by DG EMPL's Web Team. Access to DG EMPL's content management system will be provided to the contractor. This access will be limited to the MLP subsite.

The bidders are asked to come forward with a proposal on other innovative communication channels (e.g. social media, professional networks and other interactive tools) to stimulate and facilitate the flow of information and work-sharing among the website's users. The Commission provides a set of [off-the-shelf tools](#)<sup>16</sup> that can also be used for this purpose. The proposal should be submitted for DG EMPL approval and include:

- Most effective tools to reach the target audiences
- Ways to use these tools efficiently and motivate audiences to participate
- Human resources involved
- Timeframe and work plan

On the subsite it should be stated clearly that the European Commission has no responsibilities with regard to the information disseminated. Documents published on the subsite should also have this mention.

The 'mutual-learning-employment.net' domain will have to be booked for 3 years at the new contractor's expenses and redirected to the MLP subsite on DG EMPL's website. Domain name and rights will have to be transferred to a new contractor or to the Commission at the end of the contract.

### **5.3. Transition and transfer between contractors**

The chosen contractor will co-operate with the Commission and the current contractor to allow for an easy, uninterrupted and quality transfer of tasks to the new contract period (if applicable).

It is required that all deliverables accumulated during the period of the contract (apart from the website's content, which will already be under the Commission domain), will be transferred to the Commission and/or the new contractor for further use before the contract expires. Advice on technical issues will be provided by DG EMPL's Web Team to both the current and the new contractor (if applicable).

The above mentioned transfer conditions will also be valid for the transfer between the chosen contractor and the following one (if applicable).

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<sup>16</sup> [http://ec.europa.eu/ipg/services/interactive\\_services/index\\_en.htm](http://ec.europa.eu/ipg/services/interactive_services/index_en.htm)

#### **5.4. Quality control and assessment**

Through the core team, the contractor will ensure the high quality of the activities undertaken and the reports produced. The contractor is requested to carry out an annual assessment of the activities focusing on:

- The impact of the Peer Reviews and other activities on the national (and/or the sub-national, where appropriate) and the European level
- The organisation of the activities;
- The effectiveness of the communication strategy with regard to the results of the activities carried out in the framework of the contract.

The bidders are invited to exemplify the methodological tools to be used to ensure assessment (e.g. surveys) and provide an illustration of how to assess the effectiveness of the examples on "thematic events" requested in section 5.2.4.

#### **5.5. 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 the requested tasks includes a gender perspective by considering systematically the women and men dimension;
- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed;
- Its proposed team and/or staff respects the gender balance at all levels.

Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. 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 draft contract, experts' CVs.

Additional requirements: see paragraph "Selection criteria".

## **7. TIME SCHEDULE AND REPORTING**

See Article I.2.

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

- **TIME SCHEDULE**

The contract will have a duration of 12 months from the date of the signature of the contract. It may be renewed 3 times.

The contractor should anticipate up to 4 working meetings of the steering group, to take place in Brussels.

In addition to the specific reports required by each specific task, as mentioned above, the contractor will be asked to provide the following:

- **INCEPTION REPORT**

The inception report should clarify the approach, organisation and the methodology of the work. It should include a calendar of the tasks and a detailed description of how the core team will organize and manage the different tasks and events. This is due one month after signing of the contract.

- **INTERIM AND FINAL REPORTING**

- an interim report to be submitted during the sixth month of execution of the contract. It shall indicate the state of play of the different activities covered by the contract;
- a final report to be submitted at the end of the contract period.

Both reports should be submitted in English and include, for the time period concerned:

- a complete description of the work done;
- a presentation of the results obtained;
- an assessment of the activities and recommendations to improve management procedures;
- any comments, suggestions or recommendations judged useful or necessary by the Contractor;

All reports described above will be submitted in English language, in 3 hard copies as well as in electronic format (CD-ROM). The executive summary of the final report has to be presented in English, French and German.

- **ADDITIONAL 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. 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. PUBLICATION 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.

## ANNEX V TO THE CONTRACT COMPRISING

**1.- FINAL TECHNICAL REPORT TEMPLATE TO BE USED BY CONTRACTORS  
COMMISSIONED UNDER PROGRESS**

**2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY**

**3. - COMPULSORY MENTIONS OF EUROPEAN UNION SUPPORT**

**EUROPEAN UNION PROGRAMME FOR EMPLOYMENT AND  
SOCIAL SOLIDARITY – PROGRESS 2007-2013**

### **1.- FINAL TECHNICAL REPORT TEMPLATE TO BE USED BY CONTRACTORS COMMISSIONED UNDER PROGRESS**

This report should tell us how the service you have been commissioned to deliver has progressed and what was achieved.

It is divided into four different parts:

- The first part relates the general information about your commissioned work.
- The second part refers to a more qualitative self-assessment of your commissioned work.
- The third part concerns quantitative information related to your work that we will request you to collect, compile and present. This information will be used for the performance monitoring of PROGRESS, your funding programme. *You will be able to compile most of the required information from your internal files. However, please note that in the case of events (seminars, conferences and similar) we expect you to carry out a short participants satisfaction survey, which would include the standard questions provided below (please see footnote <sup>1</sup> for more information).*
- Lastly, the list of evidence and annexes to be attached is given at the end of the quantitative information questionnaire.

Please send **ONE original and ONE** hard copy of this Final Technical Report, including all of your evidence in ONE copy only, to:

Please email **ONE** electronic copy of this form and your evidence to:

Please complete all the sections

## I.- GENERAL INFORMATION

**Title of the service**  
Please insert the title as indicated in your contract

**Contract reference Number**  
Please insert the reference as indicated in your contract

### **Period of Performance**

From (dd/mm/yyyy)

To (dd/mm/yyyy)

### **Details of the contractor**

Name

Street

Postcode

City

Country

Website

Telephone

Telefax

### **Legal representative**

Family Name

First Name

Position/Function

### **Person to contact for questions on the report (contact person)**

Family Name

First Name

Position/Function

E-mail

Telephone

Telefax

## **II.- QUALITATIVE INFORMATION**

### **II.1- Results**

**Summary of progress of your work** (include detail on how the planned tasks have been carried out).

**In case your plan of work varied, such as dates for deliverables, reduction/increase of the delivered outputs, please explain the rationale of such variance from your original work plan.**

How did you make sure that equality considerations were taken into account in your work? These can relate to ensuring an appropriate mix of people in your team, ensuring that all activities were accessible to all, making sure that all dimensions, in particular the gender dimension, were taken into account in your work.

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**II.2- Lessons learned**

<b>What are the most important outcomes and lessons learned from your work?</b>
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### III.- QUANTITATIVE INFORMATION

Please note that quantitative performance information must be submitted only in relation to delivered outputs in Year N if any by 31 December Year N at the latest. Such information will feed into PROGRESS annual performance report Year N due to be submitted to the European Parliament and the Council by 31 March Year N+1.

In case your action unfolds over two subsequent years, you will have to report on Year N about delivered outputs in Year N and report on additional delivered outputs in Year N+1 in your final reporting.

11. REPORTS	Unit	Planned	Actual
<b>If there were REPORTS (which include written outputs such as reports, analyses, studies, reviews, manuals, working papers, toolkits, etc.) produced as part of your action, please indicate:</b>			
<i>Guidance:</i> Please provide the total number of independent written outputs, irrespective of whether they were published or not. An output produced in several languages counts as a single output. Next please disaggregate the total number into the subcategories provided according to the written output's primary objective. A single output may fall into several categories (e.g., a study may aim at produce policy advice and at the same time to identify good practice).			
<b>The total number of reports, of which</b>	No.	[insert]	[insert]
• <i>reports aimed at providing policy advice, research and analysis</i>	No.	[insert]	[insert]
• <i>reports aimed at identifying good practices</i>	No.	[insert]	[insert]
• <i>monitoring and assessment reports on the implementation of laws or policies</i>	No.	[insert]	[insert]
• <i>reports aimed at the development of appropriate statistical tools, methods and indicators</i>	No.	[insert]	[insert]
<b>Scope of dissemination:</b> If (any of) the reports have been actively distributed, please indicate:			
<b>Total number of paper copies distributed</b> (please provide a total cumulative number for all the reports), of which to:	No. of paper copies distributed	[insert]	[insert]
• <i>EU-level policy and decision-makers</i>	No. of copies distributed		[insert]
• <i>National/regional/local-level policy and decision-makers</i>	No. of copies distributed		[insert]
• <i>Social, economic/business partners</i>	No. of copies distributed		[insert]
• <i>Civil society, NGOs</i>	No. of copies distributed		[insert]
• <i>Academia, experts, think tanks</i>	No. of copies distributed		[insert]
• <i>Media, Journalists</i>	No. of copies distributed		[insert]
• <i>If the reports have been published online, please also provide the total number of their downloads by unique users (if web address differs from the one indicated under Part I, please indicate website address here)</i>	No. of downloads		[insert]

12. INFORMATION/PROMOTIONAL MATERIAL/WEBSITE	Unit	Planned	Actual
<b>If there were any INFORMATION/PROMOTIONAL MATERIALS (including leaflets, brochures, newsletters, websites, articles in media, video material, etc.) produced as part of your action, please indicate:</b>			
<p><i>Guidance:</i>  Please provide the total number of various information and promotion materials, irrespective of their form/type of publishing (video, electronic document, printed on paper, etc.). An output produced in several languages counts as a single output.  Next please provide the total cumulative number of the disseminated copies of these materials (e.g., printed/published copies distributed to your target audiences, number of downloads of the electronic copies published on websites, number of unique visitors to your information/promotional website(s), etc.).</p>			
<b>Total number of pieces of such information and promotional material, of which</b>		[insert]	[insert]
<ul style="list-style-type: none"> <li>• <i>Total number of printed material copies</i></li> </ul>		[insert]	[insert]
<ul style="list-style-type: none"> <li>• <i>In which languages (EN FR DE and other (specify)</i></li> </ul>			
<ul style="list-style-type: none"> <li>• <i>In easy-to-read language for disabled people (please mark the appropriate)</i></li> </ul>	Yes		No
<b>Scope of dissemination:</b>			
<b>Total number of material copies distributed, of which to:</b>	No. of copies distributed	[insert]	[insert]
<ul style="list-style-type: none"> <li>• <i>EU-level policy and decision-makers</i></li> </ul>	No. of copies distributed		[insert]
<ul style="list-style-type: none"> <li>• <i>National/regional/local-level policy and decision-makers</i></li> </ul>	No. of copies distributed		[insert]
<ul style="list-style-type: none"> <li>• <i>Social, economic/business partners</i></li> </ul>	No. of copies distributed		[insert]
<ul style="list-style-type: none"> <li>• <i>Civil society, NGOs</i></li> </ul>	No. of copies distributed		[insert]
<ul style="list-style-type: none"> <li>• <i>Academia, experts, think tanks</i></li> </ul>	No. of copies distributed		[insert]
<ul style="list-style-type: none"> <li>• <i>Media, Journalists</i></li> </ul>	No. of copies distributed		[insert]
<ul style="list-style-type: none"> <li>• <i>Total number of visits to websites related to information and promotional (e.g., the website of your action)</i></li> </ul>	The average no. of unique visits per month during the reporting period		[insert]

13. TRAINING/MUTUAL LEARNING	Unit	Planned	Actual
<b>If there were TRAINING/MUTUAL LEARNING EVENTS (which include various trainings, peer reviews and other forms of mutual learning) organised as part of your action, please indicate:</b>			
<b>Number of trainings sessions, peer reviews and other mutual learning events</b>	No.	[insert]	[insert]
<b>Total cumulative duration of these events</b> (please sum up duration of the above events, converted into full working day equivalent, i.e., 8 hours)	Days	[insert]	[insert]
<b>Number of individuals who participated in these events</b>	No.	[insert]	[insert]
<b>Number of women among these participants</b>	No.	[insert]	[insert]

Next please report on participants satisfaction using the standardised questionnaire ( see footnote <sup>1</sup> ):			
<b>Total number of participants responding to at least one compulsory question</b>	No.		[insert]
<b>Did the event match your needs?</b>	Share of respondents having responded as <b>5 “yes, agree strongly”</b> , per cent		[insert]
	Share of respondents having responded as <b>4 “yes, somewhat agree”</b> , per cent		[insert]
<b>Did you gain relevant knowledge and information?</b>	Share of respondents having responded as <b>5 “yes, agree strongly”</b> , per cent		[insert]
	Share of respondents having responded as <b>4 “yes, somewhat agree”</b> , per cent		[insert]
<b>Will you be able to apply such knowledge and information in your work?</b>	Share of respondents having responded as <b>5 “yes, agree strongly”</b> , per cent		[insert]
	Share of respondents having responded as <b>4 “yes, somewhat agree”</b> , per cent		[insert]

<sup>1</sup> We are keen in ensuring that what we fund or do is to the satisfaction of participants. For that we need your assistance. You will thus be requested for each event you are organising to carry out a short on-the-spot survey. We have listed standard questions, which shall feature in the evaluation form distributed to the participants of your events. Depending on the internal needs of your work, your questionnaire may feature more questions, yet these other questions remain outside the scope of our monitoring work. The standard questionnaire below sets only the compulsory questions which shall be posed to the participants as they are (i.e., without adjusting them):

<b>Compulsory questions of participant satisfaction surveys</b>					
<b>Please scale the following aspects of the event on a 1-5 basis, where 5 signifies “yes, agree strongly”, 4-“yes. somewhat agree”, 3 - “neither agree nor disagree”, 2 – “no, somewhat disagree” and 1 – “no, disagree strongly”</b> (Values shall be rounded to one decimal point).	5	4	3	2	1
<b>Did the event match your needs?</b>					
<b>Did you gain relevant knowledge and information?</b>					
<b>Will you be able to apply such knowledge and information in your work?</b>					



<b>14. OTHER INFORMATION AND COMMUNICATION EVENTS</b>	<b>Unit</b>	<b>Planned</b>	<b>Actual</b>
<b>If there were OTHER INFORMATION AND COMMUNICATION EVENTS (which include various seminars, conferences, round tables, networking events, etc.) organised as part of your action, please indicate:</b>			
<b>Number of information and communication events</b>	No.	[insert]	[insert]
<b>Total cumulative duration of these events</b> (please sum up duration of the above events, converted into full working day equivalent, i.e., 8 hours)	Days	[insert]	[insert]
<b>Number of individuals who participated in these events</b>	No.	[insert]	[insert]
<b>Number of women among these participants</b>	No.	[insert]	[insert]

Next please report on participants satisfaction using the standardised questionnaire ( see footnote <sup>1</sup> ):			
<b>Total number of participants responding to at least one compulsory question</b>	No.		[insert]
<b>Did the event match your needs?</b>	Share of respondents having responded as <b>5 “yes, agree strongly”</b> , per cent		[insert]
	Share of respondents having responded as <b>4 “yes, somewhat agree”</b> , per cent		[insert]
<b>Did you gain relevant knowledge and information?</b>	Share of respondents having responded as <b>5 “yes, agree strongly”</b> , per cent		[insert]
	Share of respondents having responded as <b>4 “yes, somewhat agree”</b> , per cent		[insert]
<b>Will you be able to apply such knowledge and information in your work?</b>	Share of respondents having responded as <b>5 “yes, agree strongly”</b> , per cent		[insert]
	Share of respondents having responded as <b>4 “yes, somewhat agree”</b> , per cent		[insert]



## 2.- TEMPLATE STRUCTURE FOR EXECUTIVE SUMMARY

With a view to favouring valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, all contractors are requested to provide - either upon specific request or in any event with the final activity report- an executive Summary.

Such a summary should be written in plain language and be available in English, French and German. It should be a stand-alone summary of your work and its implications. The Executive Summary will be used and posted on the website of the Directorate General for Employment, Social Affairs and Inclusion. Thus it must be well thought out and presented as it may be a unique opportunity to publicise your work and your organisation.

**Please ensure your Executive Summary includes the following headings:**

**1. Key points** *(no more than one page and presented in bullet points)*

- What should be retained from your work in terms of aims, results and findings, recommendations?

**2. A short description of the action**

- A concise description of the context in which the action was carried out, the target group(s) of the action as well as the key activities and deliverables.

**3. Implications for relevant stakeholders:**

- policy makers
- opinion-makers including mass media, journalists
- non-governmental organisations
- research institutions, think tanks
- social partners
- others, where relevant

### 3.- COMPULSORY MENTIONS OF EUROPEAN UNION SUPPORT

In accordance with the General conditions, all beneficiaries are under the obligation to acknowledge that the present activity 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 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 Beneficiary 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 grant agreement.