



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Dialogue, Social Rights, Working Conditions, Adaptation to Change

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### Service Contract

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*Contract title* **Drawing up of a report on the analysis of the European statistics ESAW, in particular Phase 3 on “The causes and circumstances of accidents at work”**

*Contract reference No* **VC/2006/0289**  
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

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

#### Other administrative information

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

*Prior information* O.J. ref. No of notice publication: .....  
*Call for tender* DG EMPL ref. No: VT/...../..... of .....  
*Tender information* O.J. ref. No of notice publication: .....  
*EPIC* Record No: ...../...../.....  
*Service category* No: A25

#### 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 Community (hereinafter referred to as “**the Community**”),  
represented by the Commission of the European Communities (hereinafter referred to as “**the Commission**”),  
which is represented for the purposes of the signature of this Contract by Bernhard JANSEN,  
Director - EMPL/F, Employment, Social Affairs and Equal Opportunities DG,

on the one part,

AND

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

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender No. VT/...../..... of .....)  
and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. .... of .....)
- **Annex III** Breakdown of prices
- **Annex IV** CVs and classification of experts
- **Annex V** Fiscal provisions regarding invoicing by the Contractor

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

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

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

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## I. **Special conditions**

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

**I.1.1.** The subject of the Contract is: **Drawing up of a report on the analysis of the European statistics ESAW, in particular Phase 3 on “The causes and circumstances of accidents at work”**.

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

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

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

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

**I.2.3.** The duration of the tasks shall not exceed 20 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

### Article I.3 **Contract price**

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

The maximum total amount to be paid by the Commission under the Contract shall be EUR ..... (*amount in figures*) covering all tasks executed.

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

Not applicable.

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

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

► Not applicable.

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

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## 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 of 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 [ "Financial guarantee" options <sup>1</sup>: ► (without guarantee) a request for pre-financing with a relevant invoice, ► (with guarantee) 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 45 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 45 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

[Choose 1 out of 2 options:

► Not applicable.

► A performance guarantee shall be constituted by deduction(s) of 10% from the interim payment(s). It shall be discharged by payment of the balance. It shall cover performance of the Contract in accordance with the terms set out in Annex I.

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## Article I.5 Bank account

Payments shall be made to the Contractor's bank account denominated in euro <sup>2</sup>, identified <sup>3</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: —

<sup>1</sup> This guarantee is mandatory for pre-financing payments exceeding EUR 150 000.

<sup>2</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>3</sup> By a document issued or certified by the bank.

## 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 Equal Opportunities  
EMPL/F/4  
B-1049 Brussels (Belgium)

### **Contractor**

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

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

**I.7.1.** The Contract shall be governed by 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 **Other special conditions**

### **Definition of the term “payment request” regarding the interests for late payments**

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.4; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 45 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.4, the period of 45 calendar days shall start only on the date when both the complete payment request has been registered and the report has been approved (or the certificate of final acceptance has been signed) by the Commission, provided the Commission has itself respected the time limits set in the present Contract and its annexes for such approvals.

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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 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 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 Communities 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 Community 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 Community, 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 Community. 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 Communities.

**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 been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;

- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) 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;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (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 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.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 European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities 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 European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.

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

## Article II.18 Amendments

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

## Article II.19 Suspension of the Contract

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

### Signatures

1. For the Contractor,

..... (forename and name)

..... (position)

..... (company name)

2. For the Commission,

Bernhard JANSEN

Director - EMPL/F

Employment, Social Affairs and Equal

Opportunities DG

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

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

In duplicate in English.

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# Tender Specifications and Monitoring

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

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## 1. Background

In the Communication from the Commission COM(2002) 118 final of 11 March 2002: "Adapting to change in work and society: a new Community strategy on health and safety at work 2002-2006", the Commission, supported by the two resolutions of the Council and the European Parliament, stresses the importance of adopting a global approach to well-being at work in order to enhance the quality of work and thus the need to consolidate a culture of risk prevention by combining a variety of policy instruments, including statistical analysis of the causes and circumstances of accidents at work.

To allow this global approach to well-being at work to become a reality, the main objective of the Community's policy on health and safety at work is to bring about a continuing improvement in well-being at work. The objectives mentioned in the strategy must be pursued jointly by all those involved (competent national authorities, employees, employers, European institutions, etc.). The most important of these objectives is a continuing reduction in occupational accidents and diseases. To this end, quantified objectives must be set, both at Community level and in the Member States, and particularly in sectors of activity with incidence rates above the European average.

In an effort to improve working conditions and the health and safety of workers at work, the Commission [Employment, Social Affairs and Equal Opportunities DG (hereinafter referred to as DG EMPL) and EUROSTAT] has been working since 1990 to harmonise the criteria and methodologies to be applied in recording and processing statistics on accidents at work — the ESAW project — and on occupational diseases — the EODS project.

The ESAW project was carried out in three phases, and Phase 3 on the "causes and circumstances" will be able to provide the information needed to implement a better prevention policy. Phase 3 of ESAW is designed to provide detailed data on the nature of the event resulting in an accident at work, so that an improved prevention policy can be adopted at European level and at national or sectoral level.

Furthermore, as the new Community strategy on health and safety 2002-2006 is now at the half-way point, we need to know its initial results from a statistical point of view and verify to what extent the reduction targets have been met.

## 2. Purpose of the Contract

The purpose of this invitation to tender is to analyse and process the ESAW data available to EUROSTAT and to draw up a report and two publications:

- one on the results of the processing and in-depth analysis of these data by type of accident and by sector, for the most frequent causes and circumstances of the accidents which occurred in the period 2001-2004, as stated in section 1 of these specifications;
- the second on the main specific measures which could be considered at Community level to prevent accidents at work in line with the causes and circumstances of accidents identified when analysing the data.

The data available are the 1994-2003 (2004) data for the 15 Member States and for ESAW Phase 2. For ESAW Phase 3, data are available for two countries for 2001 and four countries for 2002. Phase 3 data are available for seven countries for 2003 and eleven countries for 2004. In addition, some of the new Member States which joined the European Union on 1 May 2004 will provide preliminary Phase 3 data for 2003 and 2004. For the reference year 2004, none of the data referred to in this paragraph will be available until June 2006.

The ESAW Phase 3 methodology is available in electronic format at the following address:

<http://forum.europa.eu.int/Public/irc/dsis/hasaw/library>

European Statistics on Accidents at Work (ESAW) — Methodology — 2001 Edition — European Communities — DG Employment and Social Affairs series — Catalogue No KE-42-02-569-EN-C.

ESAW Phase 2 statistics illustrating the nature and scale of the Phase 2 data (but not yet the Phase 3 variables) are available on the EUROSTAT website under the directory "Data"/ "Health"/ "Health and Safety at Work". The address is:

<http://epp.eurostat.cec.eu.int>

Examples of the first use of ESAW Phase 3 data by EUROSTAT are available on EUROSTAT's CIRCA website "Health and Safety at Work Statistics" under the "Statistical Tables" directory:  
<http://forum.europa.eu.int/Public/irc/dsis/hasaw/library>.

The following areas will be analysed and processed for occupational accidents broken down by:

- the most common causes and circumstances,
- firms' size and sector of activity,
- workers' age groups and gender,
- place and type of work,
- activity and associated material agent,
- deviation and associated material agent,
- mode of injury,
- nature and location of injury,
- victim's occupation and level of training,
- costs (estimated by days lost and other expenses),

taking account of the severity of the accident, whether fatal or involving any absence from work of more than three days, as well as an analysis of trends in incidence rates in the period in question.

Finally, an analysis should also be carried out, which does not take account of economic factors, on whether there is a relationship of cause and effect between the accidents and:

- the work equipment used (associated material agents),
- the systems of work organisation used (type of work – activity),
- training of workers (occupation and professional status),

which could justify identifying new preventive actions, measures or policies designed to eliminate certain types of accidents by eliminating the cause and/or circumstance of these accidents.

The sectors to be taken into account are all spheres of activity in both the public and private sectors in which workers are likely to have accidents at work:

- agriculture,
- manufacturing,
- electricity, gas and water supply,
- construction,
- wholesale and retail distribution,
- hotels and restaurants,
- transport and communications,
- services (financial and real-estate activities, etc.),
- other sectors.

Particular care must be taken to ensure that the result of this analysis is essentially of use to small and medium-sized enterprises (SMEs) with fewer than 50 employees, which have problems implementing directives and preventive measures relating to the health and safety of workers at work.

On the basis of the aforementioned statistical analysis and with a view to preparing any new measures at Community level, consideration must be given to identifying the main measures for preventing the causes and circumstances of the accidents identified, broken down by:

- main types of companies (sector of activity, company size, other relevant characteristics of the companies, etc.),
  - main type of population of workers (age, sex, etc.),
- other relevant criteria

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

The contractor's main tasks must focus on drawing up a final report comprising the methodology used for this work, the processing and in-depth analysis of the ESAW statistics and a publication of a minimum of 100 pages based on these ESAW statistics and in particular the data on the "Causes and circumstances of accidents at work" and a second publication of approximately 50 pages on preventive measures in the areas described in section 3 of these specifications.

In order to carry out the analysis, the contractor will inform DG EMPL of the ESAW data table structures and variables needed for this report; in agreement with DG EMPL, EUROSTAT will extract and format the partially aggregated files from its ESAW database and forward them to DG EMPL. The contractor will examine the tables received from DG EMPL. If necessary, further information on interpreting the data and up to five other partially aggregated extraction results from the ESAW database will be provided in accordance with the same procedure, based on the specifications provided by the contractor.

The contractor must have the capacity to analyse and process statistics on accidents at work, have or acquire an in-depth knowledge of the ESAW methodology and draw up an analysis plan in accordance with the availability of the data and their structures.

#### **3.1 Description of tasks**

- a) Drawing up a work and analysis plan in accordance with the availability of data and their structures.

- b) Analysing the data for the areas and sectors described in section 3 of these specifications.
- c) Proposing a methodology involving systematic use of the database on the causes and circumstances of accidents at work: ESAW Phase 3.
- d) Drawing up an interim report including the methodological and structural part of the work and the initial results obtained after the first nine months, with a minimum of 20 tables of results and statistics and an initial outline of the draft publication.
- e) Preparing a final report on paper and in a standard electronic format which will contain:
  - the work methodology created and used;
  - the methodology created for systematic data processing and use;
  - the data series resulting from the analysis;
  - tables, graphs and other illustrations relating to the data resulting from the analysis, to be submitted in electronic JPEG format for publication on paper or dissemination via the websites of the Commission departments DG EMPL and EUROSTAT;
  - a concise summary of the main results obtained;
  - the findings;
  - the methodology followed for identifying the main preventive measures proposed;
  - a summary of the preventive measures proposed according to the various targets identified (type of company, type of worker, etc.).
- f) Draw up two draft publications:
  - one of at least 100 pages, comprising the main results of the final report, tables, figures and graphs on the results of the statistical analysis of data;
  - the second of around 50 pages, comprising the methodology and main specific measures which could be envisaged at Community level in order to prevent accidents at work in accordance with the causes and circumstances of accidents identified during the statistical analysis.

The draft publications will be created in a standard electronic format for publication on paper and on the websites of DG EMPL of the Commission. The electronic format should also make it possible for the first publication on the results of the statistical analysis of data also to be published on the websites of DG EMPL and EUROSTAT. The format, presentation and colours of the draft publication's cover page must comply with Commission standards. The graphs and other illustrations included in the publication must also be in colour.

- g) Participating in ten (10) meetings with the Commission departments in Luxembourg which are responsible for the project (Units DG EMPL F/4 and ESTAT F/5), to be held approximately once every two months, including an initial meeting to be held at the beginning of the work, 15 days after the contract has been signed, to present in detail the methodology and work plan proposed by the contractor in the bid submitted to the Commission. The methodology, work plan and detailed arrangements must be submitted to the Commission prior to the meeting.
- h) Participating in three (3) meetings to present the interim report to the ESAW Technical Committee (February 2007) and to the plenary meeting of the Advisory Committee on Health and Safety at Work (May 2007). The purpose of the third meeting will be to present the final report to the Working Party on "Statistics on Health and Safety at Work" (September 2007). All of these meetings will be held in the Commission buildings in Luxembourg.

### 3.2. Guide and details of how the tasks are to be carried out

In the tender, the tenderer will indicate the methodology he intends to use, the rigour of the approach envisaged and how suitable it is for carrying out the tasks set out in section 5.1 of these specifications. The rigour of the proposed approach (methodology), its suitability for correctly reflecting the requirements set out in section 5.1 above and the proposed work plan will be among the factors governing the award of the contract. The tenderer may choose not to give full details of his methodology unless he is awarded the contract. In this case, he will indicate his intention in the tender, in which he will submit a summary of the methodology.

The methodology used for performing the statistical analysis of the ESAW data must make it possible to identify, analyse and assess the various elements mentioned in sections 3 and 5.1 of these specifications and should not be restricted to documentary identification and analysis. It must also include the proposal for systematic use of the ESAW database, and in particular the use of data on the "Causes and circumstances of accidents at work" (ESAW Phase 3), and set out the proposed approach and its suitability for correctly reflecting the requirements expressed in section 5.1.

The second methodology for the proposal of new preventive measures at Community level must make it possible to identify the elements set out in section 3 of these specifications. Among other things, the methodology should:

- show the links between the statistical analysis of the causes and circumstances of accidents and the identification of the measures proposed;
- show how the measures proposed form part of the "Community strategy on health and safety at work 2002-2006".

The methodologies described above and the work plan proposed will be among the factors governing the award of the contract.

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

See Annex IV.

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

To carry out these tasks, the tenderer must have a team with multidisciplinary expertise and proven experience specifically in the following areas:

- the capacity to analyse and process statistics;
- in-depth knowledge of the ESAW methodology or the ability to acquire this knowledge;
- in-depth knowledge of issues related to the health and safety of workers at work, and in particular of accidents at work.

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

The work must be carried out in not more than twenty (20) months from the date on which the contract is signed. It will cover the following stages:

- 5.1. Not more than fifteen (15) days after signature of the contract, the contractor will submit to the European Commission (DG EMPL), and then present to the Commission in Luxembourg (Units EMPL D/4 and ESTAT F/5), a detailed account of the methodology, work plan and approach which the contractor intends to use, together with the work timetable. The methodologies, the approach adopted, the work plan and the work schedule will be submitted by the contractor in English.
- 5.2. Within nine (9) months of signing the contract, the contractor will send to the European Commission (DG EMPL), and then present to the Commission in Luxembourg (Unit EMPL F/4), an interim report describing progress in relation to the timetable laid down and the first results for the period 2001-2003. This interim report will contain a summary of the results obtained so far and a first draft of the final report, including the basic concepts, the definitions and the glossary as referred to in sections 3 and 5.1. The interim report will be supplied in English and will include a minimum of 20 tables of results and statistics and an initial outline of the draft publication. It will also contain an initial list of the preventive measures which could be developed in line with the statistical analysis of the causes and circumstances of accidents at work as stipulated in section 5.1 of these specifications.
- 5.3. Fifteen (15) months after signature of the contract, the contractor will send the European Commission (DG EMPL), and submit to the Commission in Luxembourg (Unit EMPL D/4), a preliminary draft final report. This preliminary draft final report will comprise a summary of the results obtained so far for data relating to the period 2001-2004 and an initial draft publication as indicated in section 5.1.f) of these specifications. This preliminary draft final report will be supplied in English.
- 5.4. Seventeen (17) months after signature of the contract, the contractor will submit the draft final report to the European Commission in Luxembourg (Unit EMPL F/4). This draft final report will comprise the work methodology used and all information and documents as set out in sections 3 and 5.1 of these specifications which were used to draw up the above report. It will also contain the preliminary drafts of the two publications as provided for in section 5.1.f) of these specifications. The draft final report will contain all the elements mentioned in section 5.1.e) of these specifications, as well as the preliminary drafts of the publications mentioned in section 5.1.f). Both the draft final report and the preliminary draft publications will be provided in English.
- 5.5. The European Commission (Unit EMPL F/4) may submit objections and comments to the contractor within 30 days of receipt of the draft final report and the draft publications. The contractor will then have 30 days to present the final report and the two draft final publications, taking the Commission's objections and comments into account or presenting another point of view. When submitting the final report and the two draft final publications, the contractor may obtain written confirmation of acceptance.
- 5.6. If the European Commission (DG EMPL F/4) has not submitted any objections and/or comments 30 days after submission of the draft final report and the two draft publications, these will be considered definitive. The contractor will then have one month within which to submit the final report and the two draft final publications in three languages: English, French and German.  
The final report will also include, in these three languages, a brief summary of the main results obtained.

The detailed methodologies and work plan, together with the various reports, draft reports and draft publications referred to in this section, will be submitted to the European Commission (Unit EMPL F/4) both on paper (in triplicate) and in a standard electronic format. The graphs and other illustrations must also be presented in a standard electronic format compatible with the systems used at the Commission, and separately to facilitate

<sup>4</sup> See Article II.1 as regards the replacement of experts.

publication either on paper or on the Commission's websites (DG EMPL and EUROSTAT), as described at the end of section 5.1 of these specifications. The contractor will also supply a copy of the information collected as mentioned in sections 5 and 7 and used in drafting the final report. At the contractor's request, this information will be treated as confidential. The contractor will also authorise the publication of all illustrations and/or graphs contained in the publications free of copyright.

See Article I.4.

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

.....

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

.....

**7. Additional information to the Tender specifications and monitoring**

See attached document(s): ..... pages.



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## Contractor's Tender

ANNEX II

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

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See attached document: ..... pages.

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
<b>FEES AND DIRECT COSTS</b> (fixed prices)					
Experts' fees (to be specified for each specific task)					0,00
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs" (Art. I.3.1)</b>					<b>0,00</b>
<b>REIMBURSABLE EXPENSES</b> (max. prices)					
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expenses					0,00
Hotel expenses for experts as mentioned in Annex I					
Details	0,00	0	pers..	0,00	
Provision for supplementary accommodation expenses upon request of the Commission					
Details	0,00	0	pers.	0,00	
Subsistence expense					0,00
Subsistence expenses for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
Shipment and/or other reimbursements (to be specified)					0,00
Details	0,00	0	unit	0,00	
Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)					
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
<b>Sub-total "Reimbursable Expenses" (Art. I.3.3)</b>					<b>0,00</b>
<b>Overall Total</b>				<b>Maximum</b>	<b>200.000 €</b>

w.d. =1 working day for 1 expert

#### Additional information to the Breakdown of prices

See attached document: ..... pages.

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

#### 2.1. Fees

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

Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) <sup>5</sup> in the required format(s), but does not include the reimbursable expenses defined below.

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

## 2.2. Reimbursements

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

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

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

### 2.2.1 DSAs (Daily Subsistence Allowances)

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

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

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

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

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AT	Austria	74,47	128,58	IT	Italy	60,34	114,33
BE	Belgium	84,06	117,08	LT	Lithuania	80,00	170,00
BG	Bulgaria	70,00	205,00	LU	Luxembourg	82,00	106,92
CY	Cyprus	50,00	110,00	LV	Latvia	85,00	165,00
CZ	Czech Republic	55,00	175,00	MK	Macedonia	50,00	160,00
DE	Germany	74,14	97,03	MT	Malta	60,00	115,00
DK	Denmark	91,70	148,07	NL	The Netherlands	78,26	131,76
EE	Estonia	70,00	120,00	PL	Poland	60,00	210,00
EL	Greece	66,04	99,63	PT	Portugal	68,91	124,89
ES	Spain	68,89	126,57	RO	Romania	60,00	170,00
FI	Finland	92,34	140,98	SE	Sweden	92,91	141,27
FR	France	72,58	97,27	SI	Slovenia	60,00	110,00
HR	Croatia	60,00	120,00	SK	Slovakia	50,00	125,00
HU	Hungary	50,00	165,00	TR	Turkey	55,00	165,00
IE	Ireland	80,94	139,32	UK	United Kingdom	86,89	149,03

<sup>5</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

### **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.

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## ANNEX IV CVs and classification of experts

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

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

### 2. List of experts assigned

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

### 3. CVs of experts assigned

See Annex II.

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## Fiscal provisions regarding invoicing by the Contractor

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Choose 1 out of 4 options:

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

### Local supplies and services

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

#### 1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, § 3.3, VAT Code).  
The European Commission benefits of a direct VAT exemption for all invoices EUR 123.95 and more.

#### 2. Invoicing the Commission

An invoice will be made for each payment related to the present Contract. The applied VAT rate and amount shall be specified.

In view of VAT exemption, invoices addressed to the European Commission should bear the mention:

“Exonération de la TVA, article 42, § 3.3, du code de la TVA” or

“Vrijstelling van BTW, artikel 42, § 3.3, BTW-Wetboek”.

The above indication is given only as piece of information. The Contractor must refer to the Belgian national laws.

- **(option 2: the Contractor is subject to VAT and his place of fiscal imposition is a Member State other than Belgium)**

### Intra-community supplies and services

Supplier with fiscal imposition place in a Member State other than Belgium – delivery address in Belgium

#### 1. VAT exemption level

The European Commission benefits of a direct exemption of VAT for all invoices of EUR 123.95 and more.

#### 2. Use of form 15.10

To allow the Contractor to justify to the fiscal authorities an invoicing to the European Commission using a 0% VAT rate (direct exemption) or to enable the benefit of the exemption by reimbursement, it is necessary to use the form 15.10.

These forms have recently been up-dated, and the new versions are the only ones to remain in official use. They entered into force on 01.04.1997, with a new ref. XXI/03278 – 01.04.1997.

See attached document: 2 pages and 1 page of explanatory notes.

### **3. Signature of the form 15.10 – Delegation of signature**

The forms must normally be signed by the fiscal authorities of Belgium. However, a delegation of signature has been awarded by the Belgium authorities to the European Commission – ref. ET 76430 of 22.12.1992 (This ref. No should be inserted in box 7 of new form 15.10). The Commission being represented for the present Contract by the Director General of Employment, Social Affairs and Equal Opportunities DG, form 15.10 will therefore be signed by the latter.

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

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

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

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

Not applicable to the present Contract.

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

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

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