



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration
Social Protection, Social Services

Study Service Contract

Contract title **Exploring the synergy between promoting active participation in work and in society and social, health and long-term care strategies**

Contract reference No **VC/2006/0340**
The above title and reference No **must** be quoted in **all** correspondence with the Commission.

Contractor

Other administrative information

Department **DG EMPL/E/4**

Prior information O.J. ref. No of notice publication:

Call for tender DG EMPL ref. No: VT/2006/030 of

Tender information O.J. ref. No of notice publication:

EPIC Record No:/...../.....

Databases SMART record No:

Service category No: A10

Other accounting information

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

Type of Contract **V/SE/STUSEC02**

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 Georg FISCHER,
Head of Unit - EMPL/E/4, 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/2006/030 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.

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is the following study: **Exploring the synergy between promoting active participation in work and in society and social, health and long-term care strategies.**

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 14 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.

]

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

Not applicable.

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 50% 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

Not applicable.

Article I.5 Bank account

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

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

Article I.6 General administrative provisions

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

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

² By a document issued or certified by the bank.

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/E/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.

Order

II. General conditions

Article II.1 Performance of the Contract

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

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

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

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

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

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

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

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

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

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

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

Article II.2 Liability

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

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

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

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

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

Article II.3 Conflict of Interests

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

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

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

II.3.3. The Contractor declares:

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

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

Article II.4 Payments

II.4.1. Pre-financing

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

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

II.4.2. Interim payment

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

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

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

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

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

II.4.3. Payment of the balance

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

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

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

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

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

Article II.5 General Provisions concerning Payments

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

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

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

The Commission shall notify the Contractor accordingly 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,
Georg FISCHER
Head of Unit - EMPL/E/4
Employment, Social Affairs and Equal
Opportunities DG

Done at (place), Done at Brussels,

..... (date) (date)

In duplicate in English.

Tender Specifications and Monitoring

ANNEX I Tender No. VT/2006/030 of

1. Additional information to the Tender specifications and monitoring

See attached document(s): 6 pages.

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Tender Specifications – Invitation to tender No /2006/030

Exploring the synergy between promoting active participation in work and in society and social, health and long-term care strategies

1. Title of contract

Exploring the synergy between promoting active participation in work and in society and social, health and long-term care strategies (see contract VC/2006/0340)

2. Background

Population is ageing: more people are living longer with the percentage of those 60 and over increasing vis-à-vis a declining proportion of children and young people. In 2050 there will be about 2 billion people over 60 where there are now 600 million and the world will contain more people over 60 than under 15 (WHO). Those 65 and over will constitute more than 28% of the EU15 population in the year 2050 (Eurostat). In 2030 Europe will have 18 million children and young people fewer than today and the number of "older workers"(aged 55 to 64) will have risen by 24 million. The oldest old are the fastest growing segment of the population and the EU will have then 34.7 million citizens aged over 80 compared to 18.8 million today (SHARE, Eurostat).

Ageing is seen (OECD, SHARE, ACTIVAGE, European Commission) as "one of humanity's greatest triumphs" (WHO) and as one of the 21st century greatest challenges due to the economic and social demands it poses: a shrinking labour force and higher dependency ratios and the associated rising financial burden for social protection systems including pensions, health and long-term care systems (European Commission age-related public expenditure projections and the EU Walter studies).

The focus on the costs of ageing, though legitimate, has helped developing the myth that older persons are dependent and a burden to society. However, older people are a "precious often ignored resource that makes an important contribution to the socio-economic fabric of our societies" (WHO). They are an important resource to their families, communities and economies both through formal employment and through informal activities such as care for dependent relatives, friends and children and volunteer work. "And as more people that are better educated live longer and stay healthy longer they can make greater contributions to the community; by promoting they active participation in society and development we can ensure that their invaluable gifts and experience are put to good use" (Mr. Kofi Annan, Second World Assembly on Ageing, 2002). Indeed, older people muster intellectual, emotional and social reserves and experience and skills that are unavailable to younger people.

Ensuring that people make positive/active contributions to society and enjoy a high quality of life throughout their life and well into their late years requires a high level of health which can be attained through various policies such as adequate health care and health promotion and ill-health prevention, education and social protection and general supportive social and environmental conditions.

Currently, though, fewer than 60% of those aged between 50 and 64 have a job in OECD countries (OECD) even if many (women especially) may undertake family tasks such as looking after grandchildren and caring for dependent and sick relatives, which represents a sizeable economic value (SHARE). Low labour force participation is related to public policies and workplace practices that discourage older people from working and many barriers to older age employment. Ill-health can impact negatively on employment, social participation and contribution to family activities while, by hampering people in their earnings ability and career chances, it results in a less wealthy elderly population. Older people also suffer from exclusion, abuse, violence, disrespect, discrimination and negligence by their families and society at large (EU Social Inclusion Process). Consequently, older age often exacerbates the socio-economic, race or gender inequalities of earlier periods.

How can we cope with the impact of an ageing population, while providing opportunities to the youngest in our society? By raising this question the European Commission's Green Paper "Confronting demographic change: a new solidarity between the generations" launched a wide debate amongst everyone in society. Moreover (WHO), Now that people are living longer, how can we improve the quality of life throughout all ages and in old age in particular? How do we help older people remain independent and active? How can we best make use of older people's wisdom, experience and talents? How do we best balance the role of the family and

the state when caring for those who need assistance? The challenge is that to activate the rich reservoir of human and social capital.

Evidence points to the following factors as good predictors of how well individuals and populations age. They include: economic determinants (income, social protection schemes like pensions, health and long-term care insurance,...), social determinants (social isolation and loneliness, illiteracy and lack of education, abuse, exposure to conflict,...), physical environment (e.g. clean water, air and safe foods, malnutrition, physical barriers, proximity to family/relatives, low security, accessible and affordable transport, safe and adequate housing,...), personal determinants (genetics, personal expectations, intelligence and cognitive capacity, coping styles,...), behaviour (smoking, alcohol, physical activity, nutrition, medication and adverse effects,...), health and social services (e.g. health promotion policies, disease prevention mechanisms, access to quality health and long-term care including access to safe/cost effective medication, home and institutional care, formal and informal care, coordinated care,...), gender (e.g. women have an unpaid care giving role, men are more prone to occupational hazards and less healthy behaviour) and culture (values and traditions affect the provision of related services and health behaviour,...).

Countries must therefore enact policies to enhance the health, participation and security of citizens and their quality of life throughout their lives and well into their later years. While providing adequate protection and care when required, countries must develop programmes that allow people to realise their potential and to participate in society (in social, economic, cultural, spiritual and civic affairs including in paid and unpaid roles in domestic family and community life). This requires both a life-course and a holistic approach regarding various sectors, the involvement of various levels of government (national, regional, local), the non-governmental sector and the private sector including employers and service providers.

The pool of policies is large. It regards recognising older people's rights and ensuring equal opportunities and treatment in all aspects of life by fighting age discrimination and "ageism", the view that older people are a burden to society. Policies should take account of gender: women outlive men but spend more time in morbidity suffering from chronic diseases and are poorer than men. Thus, it is important to combat gender discrimination in all aspects of life - education, work, pay, access to health care and caring and leisure activities - throughout the life course.

It also implies pension and labour market reforms. Employment policies are needed to encourage people to remain longer in the workforce and barriers to the labour market must be removed (EU Employment and Pensions process). Pensions and other welfare arrangements must encourage work at all ages including older ages for those who are healthy and should provide maximum individual choice. Employers must end age discrimination and adapt work practices to an age-diverse workforce. Working conditions should help all workers including older workers maintaining their health. Barrier-free workplaces, greater flexibility (e.g. flexible hours, part-time, gradual retirement, self-employment) and quality of work should help workers balance private and working decisions including childbearing and retirement.

As income and wealth are strongly correlated with health and well-being policies that reduce social inequalities, poverty and social exclusion (e.g. access to proper housing and income protection) are essential to complement individual efforts.

As education is shown to be strongly related to better jobs, higher income and good health ensuring basic education to all and literacy programmes and educational services to adults are important steps in ensuring an active population.

Regional and local governments can provide safer walking, accessible and affordable public transport and recreation services, eliminate barriers to access in public buildings and ensure a safe environment (clean water and air, safe food).

As good health determines participation in work, family and community activities and wealth in old age (through ill-health induced unemployment and increased employment security) the health and long-term care fields must be considered. Here changes at an individual and an institutional level are required.

First, with age non-communicable diseases (e.g. cardiovascular diseases, diabetes, musculoskeletal conditions, mental health conditions) become the leading causes of morbidity, disability and mortality. These diseases can be prevented or postponed through a range of policies including education and health policies. A life free of disability depends on individual behaviour which emphasises the importance of health promotion and ill-health prevention policy: encouraging individuals to adopt positive personal health practices throughout their lives and develop supportive environments to make the healthy choices the easy choices (EU-funded Healthy Ageing project). The right life styles can preserve well-being at all ages ensuring that children grow into healthy adults able to participate productively in society. Health care systems must therefore refocus to provide both preventive and curative care.

Moreover, access by all to adequate health care is necessary to restore function and expand participation (regain working and participation capacity) at all ages including older ages. In this view, the health sector can offer appropriate prevention and screening accessible and affordable to all target groups, equitable access to

effective procedures, exercise programmes, enabling rehabilitation programmes, access to safe, essential and cost-effective medicines and vaccination schemes.

As more people achieve the age of 80 and over, the demand for long-term care is likely to grow. Thus, access to high quality dignified long-term care to all is important especially in later life. Moreover, activity and societal participation of the elderly including the very old and frail call for innovative concepts of provision. Societies must think of how to organise and deliver effective long-term care. Currently, about one-fifth of older people in developed countries receive formal care (medical or social services) with one-third of such care provided in institutions. In recent years, many countries moved away from institutional care in favour of home care that allows older people to remain in the community for as long as possible. In this setting older people are both receivers and providers of care with many older people caring for other family members, especially their spouses and their own, often very aged, parents. Care at home is typically a combination of medical and social services. The demands of providing such care may be stressful and detrimental to the caregiver's own health. This calls for assistance to the informal caregiver (respite care, training, income security) and allow for people to combine work with care. Adequate training and working conditions of care professionals namely through adjustments in the medical curricula is important. Long-term care should therefore be seen to include both informal and formal support systems and coordination between all these should be established. Changing the attitudes of health and social service providers towards older individuals is necessary to eliminate discrimination in the access to services and ensure the respect of older people's dignity and independence.

Importantly, while good health is the precondition for an active life, this, in turn, promotes good health so that expanding the opportunities to participate in volunteer work can maintain an older population healthier.

Hence, countries must enact policies and programmes that enhance the health, participation and security of citizens. These measures require a life-course approach not just an old age focus as early life experiences impact on how one grows older. They also require the involvement of various levels of government (national, regional, local), various sectors, the non-governmental sector and the private sector including employers and service providers.

3. Subject of the contract

The purpose of this contract will be to provide the Commission with information input in the form of a report that can help the Commission and EU Member States engage in policy discussion on how social, health and long-term care systems can help enhance participation in work and family, social and community activities and how, in turn, participation in paid employment, family, social and community activities can contribute to healthy and autonomous living at present and in the future.

More specifically, the purpose of this contract can be broken down in six main steps which can correspond to six chapters of the report:

1. The first step consists in providing an overview of existing work regarding a) possible determinants (e.g. ill-health, work practices, financial incentives, distance to family/relatives, cultural values,...) of work participation and participation in family, social and community activities and b) on the way participation (employment, voluntary work, family care) impacts on present and future health status. This investigation should be based on existing academic/research work (e.g. SHARE, ACTIVAGE) and reports by international organisations (OECD, WHO). When reasonable it should be coupled with statistical evidence.
2. The second step would be to provide a general literature review of broad active (including healthy) ageing policies, that is, policies in various sectors that can enhance individuals' health and participation in the above activities. This chapter constitutes an introduction to the more specific chapter on social, health and long-term care that follows and helps setting the latter in a broader background. This investigation should be based on existing academic/research work (e.g. SHARE, ACTIVAGE) and reports by international organisations (OECD, WHO). Due attention should be paid to the time dimension. Policies need to be analysed with a view not only on how they impact on health status and participation today but also in the future.
3. The third step would be a more detailed specific analysis of social, health and long-term care policies of interest to the study. Where appropriate statistical information should be provided showing policy trends but also relating policies to outcomes thus providing a basis for evidence based policy making. Due attention should be paid to the time dimension: policies need to be analysed with a view not only on how they impact on health status and participation today but also in the future. This should include issues of care integration, restructuring care activities in line with promoting active and healthy ageing, prevention, promotion of healthy and active behaviour. This part of the analysis should also highlight the changes in these sectors to develop active ageing programmes including the actors involved and the partnerships established (between government and international organisations, between different levels of government, between government and NGOs).

- a. The analysis of policies should pay specific attention to the role of social protection systems and how they impact on/ are associated to these policies. Leading questions should be: Do social protection systems encourage a forward looking approach to policy development? Do they encourage a comprehensive approach to the different policies involved, care coordination and care restructuring in line with changing priorities?
 - b. The analysis should refer to the effectiveness of interventions and health investments
4. Following the identification of such policies in (3) the fourth step will comprise the mapping of what policies have been/ are being/ will be implemented in each country. Statistical indicators should be used when appropriate and available to identified changes/trends in each country. This step of the analysis should lead to the identification of common or diverse approaches across Member States allowing a cross-country comparison. A table (or similar comparison tool) for all countries and all policies chosen in the analysis could be produced to summarise this part of the analysis thus allowing for a synthetic and comparative view across Member States.
As far as possible, the investigation should aim at covering the situation in the 25 Member States. In any event, an in-depth analysis of the situation in at least ten different Member States based on the size, the time of its accession to the EU (i.e. both old and new EU Member States), the geographical location and the approach of the respective Member States, that is, the organisational specificities of social, health and long-term care services is accepted. The tenderer will propose the countries in the tender. This list of selected countries will be agreed with the Commission services and, if needed, adjusted during the first meeting following the signature of the contract.
 5. The fifth step will consist in describing in detail examples of best practice from the various countries that correspond to the various policies identified and which deserve to become a matter of exchange across Member States. This chapter will serve to identify policies that may be transferable across Member States.
 6. A final step would consist of policies implications notably in relation to: a) areas where policy gaps can be identified and greater efforts need to take place to implement policy for the EU overall and for each country in specific; b) the existing barriers to policy implementation in those areas and possible opportunities, c) the possible means to overcome such barriers both in terms of national level and EU level policy; d) where do we go next.

This study will be used by the Commission to prepare an in-depth discussion under the health and long-term care strand of the Open Method of Coordination. The Social Protection Committee will review the results and use these to draw policy conclusions on how social protection systems can contribute to active and healthy ageing.

4. Tasks to be carried out by the contractor

The study will consist of the following tasks:

- A. An inception report in English – to be prepared for discussion at the kick-off meeting that follows the signature of the contract and to be determined bilaterally once the contract is signed – presenting a draft work programme, defining the country coverage and explaining the choice of countries to be used in the analysis and the planned scope of social, health and long-term care services studied
As far as possible, the study should cover the 25 Member States. In any event, an in-depth analysis of the situation in at least ten different Member States based on the size, the time of its accession to the EU (i.e. both old and new EU Member States), the geographical location and the approach of the respective Member States, that is, the organisational specificities of social, health and long-term care services is accepted. The tenderer will propose the countries in the tender. This list of selected countries for in-depth analysis will be agreed with the Commission services and, if needed, adjusted during the first meeting following the signature of the contract.
- B. An interim report in English within five (5) months after the signature of the contract presenting:
 - a. A first draft of steps/chapters 1 and 2 identified in section 3 "Subject of the contract" above: 1) an overview of existing work regarding possible determinants of work participation and participation in family, social and community activities and the way participation in employment and family social and community activities impact on present and future health status; and 2) a literature review of broad active ageing policies, that is, policies that can enhance individuals' health and participation in those activities. This investigation should be based on existing academic/research work (e.g. SHARE, ACTIVAGE) and reports by international organisations (OECD, WHO). If and when reasonable it should be coupled with statistical evidence and a present and future time dimension should be emphasised.

- b. Ongoing work in steps/chapters 3) and 4) identified in section 3 "Subject of the contract" above: 3) detailed analysis of social, health and long-term care policies of interest to the study paying attention to the role of social protection systems and their impact on/ relation to policies and 4) mapping of what policies have been/ are being will be implemented in each country. Where appropriate and available, statistical information should be provided showing policy trends but also relating policies to outcomes. Changes/evolution in these sectors in terms of the various actors involved and the partnerships established (e.g. between government and international organisations, between different levels of government, between government and NGOs) are also to be highlighted.
- C. A first draft of the final report in English within eleven (11) months after the signature of the contract including a first draft of the first five steps/chapters describe in section 3 "Subject of the contract" above and some preliminary conclusions and policy implications. The study would then be revised taking into account the comments made by the Commission Services on the draft report. The first draft of the final report should contain:
 - a. A draft of steps/chapters 1, 2, 3, and 4 identified in section 3 "Subject of the contract" above: 1) an overview of existing work regarding possible determinants of work participation and participation in family, social and community activities and the way participation in employment and family social and community activities impact on present and future health status; 2) a literature review of broad active ageing policies, that is, policies that can enhance individuals' health and participation in the above activities; 3) a detailed analysis of social, health and long-term care policies of interest to the study and the role of social protection systems; and 4) mapping of what policies have been/ are being/ will be implemented in each country;
 - b. A first draft of step/chapter 5 described in section 3 "Subject of the contract" above detailing examples of best practice from the various countries which deserve to become a matter of exchange across Member States.
 - c. Some preliminary conclusions and policy implications which constitute step/chapter 6 of the study in section 3 "Subject of the contract" above: a) areas where policy gaps can be identified and greater efforts need to take place to implement policy for the EU overall and for each country in specific; b) the existing barriers to policy implementation in those areas and possible opportunities, c) the possible means to overcome such barriers both in terms of national level and EU level policy; d) where do we go next.
- D. A complete draft of the final report in English twelve (12) months after the signature of the contract including the final draft of all the six steps/chapters described in section 3 "Subject of the contract" above. The study should then undergo final revisions taking into account the comments on the final report made by the Commission Services (see oral presentation below) and be finalised and delivered within fourteen (14) months after the official start of the contract. The final report should also contain:
 - a. An executive summary of maximum two (2) pages in English, French and German;
 - b. A more substantial summary of ten (10) pages in English, French and German;
 - c. A methodology note in English (e.g. literature reviewed, interviews carried, databases used...);

The study team should be available for three (3) working meetings with the Commission services corresponding to the delivery of the above reports

- the kick-off meeting to be determined bilaterally after the signature of the contract to discuss the inception report regarding the draft working program and country coverage
- Five (5) months after the official start of the contract in order to discuss the interim report consisting of a first draft of steps/chapters 1 and 2 and ongoing work in steps/chapters 3 and 4;
- Eleven (11) months after the official start of the contract to discuss the draft of the final report consisting of a draft of steps/chapters 1, 2, 3, and 4, a first draft of chapter 5 and some preliminary conclusions and policy implications (step/chapter 6)

The study team should be available for two (2) oral presentations of the final report at meetings to be determined by the Commission services including: a) a meeting twelve (12) months after the official start of the contract to present the complete draft of the final report of the study to the Commission services and b) a presentation of the final report during the in-depth discussion on this topic to take place under a Social Protection Committee meeting in Brussels and to be organised/determined by the Commission and EU Member States.

5. Professional qualifications required

See Annex IV of the contract, experts' CVs.

6. Time schedule and reporting

See Article I.2. of the contract.

The contract will last 14 months from the official start of the contract which will be the date of signature of the contract by the second party.

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

The following reporting requirements are expected:

- An inception report in English consisting of a draft work program and detailing the country coverage and the study team for the kick-off meeting to be determined bilaterally after the signature of the contract;
- An interim report in English containing a first draft of steps/chapters 1 and 2 and ongoing work in steps/chapters 3 and 4) as identified in section 3 "Subject of the contract" above within five (5) months after the official start of the contract,
- A first draft of the final report in English containing a first draft of the first five steps/chapters and some preliminary conclusions and policy implications (step/chapter 6) as described in section 3 "Subject of the contract" above within eleven (11) months after the official start of the contract,
- The complete draft of the final report of the study in English, taking into account comments made by the Commission services on the first draft of the final report, within twelve (12) months after the official start of the contract,
- The study should then be finalised taking into account final remarks by the Commission services and the revised complete final report in English should be delivered within fourteen (14) months after the official start of the contract. The final report in English is to be coupled with a) an executive summary of maximum two (2) pages in English, French and German and b) a more substantial summary of ten (10) pages in English, French and German.

Each reporting presentation should include:

- a progress report on the work programme detailing the outline and timetable for the further work needed;
- an update on the methodology (literature reviewed, interviews carried and planned, databases used).

The final study should be in English accompanied by summaries in English, French and German and approved by the Commission services. It should be in a web-friendly format and publishable format.

Contractor's Tender

ANNEX II Registre CAD Ref. No. of

See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
FEES AND DIRECT COSTS (fixed prices)					
Experts' fees (to be specified for each expert)					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	
Sub-total "Fees and Direct Costs" (Art. I.3.1)					0,00
REIMBURSABLE EXPENSES (max. prices)					
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys effected upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expense					0,00
Hotel for experts as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
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				0,00
Contingencies: approx. % of calculation base		0	%	0,00	
Sub-total "Reimbursable Expenses" (Art. I.3.3)					0,00
Overall Total					0,00

w.d. = 1 working day for 1 expert

Additional information to the Breakdown of prices

See attached document: pages.

2. Calculation of amounts due under the present Contract

2.1. Fees

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) ³ 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:

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

Destinations		DSA in EUR	Maximum hotel price in EUR	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

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.

ANNEX V **Fiscal provisions regarding invoicing by the Contractor**

Choose 1 out of 4 options:

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

Local supplies and services

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

1. VAT exemption – Exemption level

In Belgium, the terms of the present Contract have the same value as the VAT exemption request No 450 (VAT exemption – Article 42, par. 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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