



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration

**Inclusion, Social Policy Aspects of Migration, Streamlining of Social Policies**

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### Study Service Contract

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*Contract title*

**STUDY ON SOCIAL IMPACT ASSESSMENT AS A TOOL FOR  
MAINSTREAMING SOCIAL PROTECTION AND SOCIAL  
INCLUSION CONCERNS IN PUBLIC POLICY IN THE EU MEMBER  
STATES**

*Contract reference No*

**VC/2008/0237**

The above title and reference No **must** be quoted in **all** correspondence with the Commission.

*Contractor*

.....  
.....

#### Other administrative information

*Department*

**DG EMPL/E/2**

*Prior information*

O.J. ref. No of notice publication: —

*Call for tender*

DG EMPL ref. No: VT/2008/042 of .....

*Tender information*

O.J. ref. No of notice publication: —

*EPIC*

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

*Databases*

SMART record No: .....

*Service category*

No: A27

#### 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 Antonia  
CARPARELLI, Head of Unit - EMPL/E/2, 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/2008/042 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 the following study: **STUDY ON SOCIAL IMPACT ASSESSMENT AS A TOOL FOR MAINSTREAMING SOCIAL PROTECTION AND SOCIAL INCLUSION CONCERNS IN PUBLIC POLICY IN THE EU MEMBER STATES.**

**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 15 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 350 000.00 covering all tasks executed.

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

Not applicable.

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

Not applicable.

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

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

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

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment equal to 30% of the total amount referred to in Article I.3.1 shall be made.

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

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

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

provided the report has been approved by the Commission.

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

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

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

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

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

provided the report has been approved by the Commission.

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

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

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

Not applicable.

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

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

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

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

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

#### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/E/2  
B-1049 Brussels (Belgium)

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

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

**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 60 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 60 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.

**Data protection**

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by Employment, Social Affairs and Equal Opportunities DG without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in conformity with Community law. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to Employment, Social Affairs and Equal Opportunities DG. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

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## **II. General conditions**

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

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

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

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

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

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

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

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

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

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

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

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

## Article II.2 Liability

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

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

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

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

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

## Article II.3 Conflict of Interests

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

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

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

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

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

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

## Article II.4 Payments

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Article II.6 Recovery**

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

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

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

Antonia CARPARELLI

Head of Unit - EMPL/E/2

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/2008/042 of .....

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### 1. Title of the contract

Study on social impact assessment as a tool for mainstreaming social protection and social inclusion concerns in public policy in the EU Member States - Financed under the Progress programme - Reference n° VT/2008/0042.

### 2. Background on the Progress programme

The Social Agenda (2005-2010)<sup>3</sup> has fixed as its overall strategic goal to promote more and better jobs and to offer equal opportunities for all. The realisation of the Social Agenda relies on a combination of instruments comprising EU legislation, the implementation of open methods of coordination in various policy fields and financial incentives such as the European Social Fund.

The Decision n°1672/2006<sup>4</sup> establishing a Community programme for employment and social solidarity – PROGRESS was adopted by the European Parliament and the Council on 24 October and published in the OJ on 15 November.

PROGRESS aims at supporting the core functions of the European Community towards fulfilling its Treaty-delegated tasks and powers in its respective areas of competence in the employment and social sphere. *PROGRESS's* mission is to strengthen the EU contribution in support of Member States' commitments and efforts to create more and better jobs and to build a more cohesive society. To that end, PROGRESS will be instrumental in:

- providing analysis and policy advice on PROGRESS policy areas;
- monitoring and reporting on the implementation of EU legislation and policies in PROGRESS policy areas;
- promoting policy transfer, learning and support among Member States on EU objectives and priorities; and
- relaying the views of the stakeholders and society at large.

More specifically, PROGRESS will support:

- (1) the implementation of the European Employment Strategy (section 1);
- (2) the implementation of the open method of coordination in the field of social protection and inclusion (section 2);
- (3) the improvement of the working environment and conditions including health and safety at work and reconciling work and family life (section 3);

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<sup>3</sup> For information on the Social Agenda see: [http://ec.europa.eu/employment\\_social/social\\_policy\\_agenda/social\\_pol\\_ag\\_en.html](http://ec.europa.eu/employment_social/social_policy_agenda/social_pol_ag_en.html)

<sup>4</sup> Official Journal L 315 of 15.11.2006, p. 1–8

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:315:0001:0008:FR:PDF>

- (4) the effective implementation of the principle of non-discrimination and promotion of its mainstreaming in all EU policies (section 4);
- (5) the effective implementation of the principle of gender equality and promotion of its mainstreaming in all EU policies (section 5).

The present Call for tenders is issued in the context of the implementation of the 2008 annual plan of work which is consultable at the Progress' website:

[http://ec.europa.eu/employment\\_social/progress/docs/progress\\_005\\_en.pdf](http://ec.europa.eu/employment_social/progress/docs/progress_005_en.pdf)

### 3. Background on this study

Two of the overall objectives of the Open Method of Coordination on Social Protection and Social Inclusion (OMC SPSI) are:

- effective and mutual interaction between the Lisbon objectives of greater economic growth, more and better jobs and greater social cohesion, and with the EU's Sustainable Development Strategy; and
- good governance, transparency and the involvement of stakeholders in the design, implementation and monitoring of policy.

Since the start of the OMC, Member States have been reporting on their efforts to make progress with respect to these objectives. In this context ex ante Social Impact Assessment (SIA) has increasingly come to the fore.

Many Member States are currently experimenting with such arrangements and the European Commission has established a system of integrated impact assessment<sup>5</sup>.

The increased interest is reflected in recent EU policy documents like the Joint Report on Social Protection and Social Inclusion 2008<sup>6</sup>. In the Report it is stated that in the Social Protection Committee agreement was reached on a number of improvements of the OMC to be implemented over the 2008-2010 cycle. One of them is a reinforcement of the analytical framework, including the social impact element of integrated impact assessments.

In October 2008 a peer review on social protection and social inclusion will be organised where 9 Member States will discuss how to develop and successfully implement SIA.

The idea behind social impact assessment is that before a decision is taken (ex ante) on policies that can potentially have a social impact, this impact is assessed so that tradeoffs and/or possible synergies can be identified and thereby decisions can be taken in full knowledge of possible consequences. Potentially, decisions in many policy areas can have a social impact.

Typically impact assessment involves: identification and description of the policy problem to be addressed, description of the objectives to be attained, specification of the alternative policy options, examining the likely impacts of these options, comparing the options, planning future monitoring and evaluation. An integral part of impact assessment is transparency and the involvement of stakeholders in the assessment process. Both in the context of the Growth and Jobs Strategy and in the context of the OMC on Social Protection and Social Inclusion the involvement of stakeholders in the different stages of policymaking and at all levels of government is considered to be an important feature of good governance and a precondition for good quality policy. Impact assessment arrangements are attractive tools that can provide an effective aid to decision-making in an increasingly complex policy environment, improve the quality of policy (by ensuring better founded policies, avoiding undesirable side effects etc...) and serve as a valuable communication tool (contributing to the transparency of decision making and increased accountability).

<sup>5</sup> The European Commission introduced a new integrated impact assessment method in 2002, integrating and replacing previous single-sector types of assessment.

<sup>6</sup> See: <http://register.consilium.europa.eu/pdf/en/08/st07/st07274.en08.pdf>. In the proposed Employment guidelines for the National Reform Programmes 2008-2010 (Growth and Jobs Strategy) Member States are encouraged to monitor the social impact of reforms. See: [http://ec.europa.eu/growthandjobs/pdf/european-dimension-200712-annual-progress-report/200712-annual-report-integrated-guidelines\\_en.pdf](http://ec.europa.eu/growthandjobs/pdf/european-dimension-200712-annual-progress-report/200712-annual-report-integrated-guidelines_en.pdf)

Social impact assessment is to be found in many forms and disguises. Sometimes it is part of a broader integrated assessment e.g. sustainability or environmental impact assessment or regulatory impact assessment. In other cases it can have a more limited scope: e.g. poverty impact assessment, gender impact assessment, equality impact assessment etc... Although there is a kind of a shared understanding of what the word 'social' refers to, not everyone will necessarily think of the same impacts when referring to the concept of 'social impact assessment'<sup>7</sup>. In the European Commission's impact assessment guidelines 'social' impacts are seen as a broad area that includes (1) impacts on employment and labour markets; (2) standards and rights related to job quality; (3) social inclusion and protection of particular groups; (4) equality of treatment and opportunities, non discrimination; (5) private and family life, personal data; (6) governance, participation, good administration, access to justice, media and ethics; (7) public health and safety; (8) crime, terrorism and security; (9) access to and effects on social protection, health and educational systems. This study will initially have a broad focus (overview and summary analysis in task 1 (see below)) but will subsequently focus especially on impacts on the social inclusion and protection of particular groups.

Social impact assessment has been around for some time now and several Member States have built up considerable experience over the years. From that experience it is clear that it is not easy to develop effective SIA. The right procedures (guidelines) have to be in place, but there is also a need for considerable investment in the development of tools, data sources, analytical capacity and trained personnel. SIA arrangements as such are not a panacea. They will only be effective if there is a clear political will to make them a priority and to effectively use the results obtained. Other preconditions are the presence of a so called 'evaluation culture': the idea that one can and should measure the impact of policy and a readiness to involve stakeholders in the preparation of policy.

It is clear that countries that are just getting started can learn a lot from the successes and failures of the more experienced Member States: there is a lot of potential for mutual learning.

#### **4. Subject of the contract**

The present study will support mutual learning on social impact assessment within the OMC on Social Protection and Social Inclusion. Its overall objective is to describe, compare and analyse the different ways in which social impact assessment is currently carried out in the EU and to identify recommendations for the implementation of effective social impact assessment systems and for effective social impact assessment analysis.

In particular, the study will provide:

- a general overview (mapping) of the social impact assessment arrangements that are currently in place in the EU at the national and regional level;
- an in depth comparative analysis of a limited set of well developed / particularly interesting social impact assessment systems, also focussing on the way in which these systems have developed over time in response to challenges, problems encountered;
- an in depth comparative analysis of a number of assessments of the social impact of major economic and employment policy changes / reforms on social protection and social inclusion carried out in the framework of these SIA systems;
- a list of recommendations on how to implement effective social impact assessment systems and how to effectively perform social impact assessment analysis at the national/regional level.

This study will be tendered via an open procedure.

#### **5. Participation**

Please note that the competition is open to any natural person or legal entity coming within the scope of the Treaties and any other natural person or legal entity from a third country which has concluded with the Communities a specific agreement in the area of public contracts, under the conditions provided for in that agreement.

<sup>7</sup> See: European Commission Impact Assessment Guidelines, 15 June 2005 with March 2006 update p. 31-32.  
[http://ec.europa.eu/governance/impact/docs/key\\_docs/sec\\_2005\\_0791\\_en.pdf](http://ec.europa.eu/governance/impact/docs/key_docs/sec_2005_0791_en.pdf)

Where the Multilateral Agreement on Public Contracts concluded within the framework of the WTO applies, the calls are also open to nationals of States that have ratified this Agreement, under the conditions provided for therein. It should be noted that research and development services, which come under category 8 of Annex II A of Directive 2004/18/CE, are not covered by this Agreement.

In practice, the participation of applicants from third countries that have concluded a bilateral or multilateral agreement with the Communities in the area of public contracts must be allowed, under the conditions provided for in that agreement. Bids submitted by applicants from third countries that have not concluded such an agreement may be accepted, but may also be rejected.

## **6. Tasks to be carried out by the contractor**

### **Description of the tasks**

There are 5 tasks to be carried out by the contractor.

#### **6.1.1 Task 1: Description and summary analysis (mapping) of ex ante social impact assessment arrangements in place in the EU Member States at the national and regional level.**

The contractor should produce a description and summary analysis (mapping) of ex ante social impact assessment (SIA) arrangements that are currently in place in the European Union at the national and regional level. SIA systems should be classified according to a number of relevant criteria. The contractor will propose the set of criteria (framework of analysis) in the inception report, at the start of the project. It will have to be agreed with the Commission. It will be especially important to describe whether, to what extent and how social impact assessment arrangements are embedded in more integrated impact assessment systems, or how they are related to other partial impact assessment arrangements. The typology that will be developed should allow classifying different kinds of more partial SIA arrangements within the broader definition of 'social' impact assessment. The description of 'social impacts' provided in the EU Commission's IA guidelines (see higher) should be used as a point of departure. Alternative classifications may be developed if this is indicated. If no proper 'social' impact assessment systems can be identified but other forms of ex ante impact assessments arrangements are in place, these should also be briefly described. The description and analysis should focus on arrangements in place but it will also be important to signal the fact that arrangements are planned to be set up in the near future.

The output of this task will be a set of country fiches for all EU Member States and a summary comparative analysis on the basis of a limited set of relevant criteria (mapping - typology). Apart from a description, the fiches should also contain a bibliography of relevant documents, internet links and contact persons that will facilitate further in depth analysis later on.

For this task, the contractor should refer to the results of previous studies, like the EVIA study<sup>8</sup> and to assessments produced in the context of the Growth and Jobs Strategy<sup>9</sup> and the Open Method of Coordination on Social Protection and Social Inclusion<sup>10</sup>. Another interesting source of information will be the assessment reports produced over the years by the EU network of independent experts on social inclusion<sup>11</sup>.

This task will be based on desk research (literature survey) supplemented with interviews with key persons involved in the impact assessment systems.

### **6.1.2 Task 2: In depth analysis of a subset of well developed / particularly interesting SIA systems**

On the basis of the general overview and classification of SIA systems in EU Member States in task 1, a subset of about 10 well developed / particularly interesting SIA-systems will be selected. The criteria for selection and the selection itself will be proposed by the contractor and decided together with the Commission. The SIA-systems selected can have a broader focus, but social inclusion and protection of particular groups should be among the social impacts measured. When selecting SIA systems for in depth analysis some of the criteria for selection can be: demonstrated impact on better policymaking, effective institutionalisation, effective quality control, level of resources available, effective involvement of stakeholders, broad range of tools and data sources developed, high political profile of the exercise, contribution to transparency of the decision making process and accountability of decision makers.

For each of the systems selected a detailed description will have to be provided, also including relevant context variables. It will be especially important to go back in time and to examine why the systems selected have originally been set up and how they have evolved over the years in response to challenges and problems encountered so that lessons learnt on the basis of experience can be identified. A documentation will have to be put together including a (long) list of fairly recent social impact assessments produced. The analysis should identify strengths and weaknesses of the SIA systems selected.

This task should result in a detailed analysis of each of the SIA systems selected and in a comparative analysis (strengths and weaknesses).

This task will be based on desk research and in depth interviews with key people involved in the systems to be examined. It will be important to interview a sufficient number of producers and users of the assessments. Stakeholders involved in consultation procedures concerning the impact assessments should also be interviewed.

### **6.1.3 Task 3: In depth comparative analysis of a set of (approx. 50) 'social impact assessment' examples regarding the impact of major economic and employment policy changes / reforms on social protection and social inclusion.**

On the basis of the (long) list of fairly recent social impact assessments produced in each of the countries/regions examined in task 2, the contractor will propose a structured list of policy changes / reforms recently screened by SIA systems in the different countries, clustered around major themes. These policy changes and reforms should be included in the National Reform programmes for Growth and Jobs of the respective countries. Together with the Commission a list of about 50 cases, spread over the SIA-systems selected in task 2 will then be selected for in depth comparative analysis.

The impact assessments selected will be screened and compared on a number of quality criteria related to the methodology and tools used (e.g. range of policy options identified, tools used, quantification of impacts, way to handle qualitative information, involvement of stakeholders etc...). The list of quality criteria will be proposed by the contractor and agreed with the Commission.

<sup>8</sup> EVIA- Evaluating Integrated Impact Assessments. DG Research 6th Framework Programme Project No. 028889.  
[http://ec.europa.eu/research/social-sciences/newsletter/issue6/article\\_6007\\_en.htm#evia](http://ec.europa.eu/research/social-sciences/newsletter/issue6/article_6007_en.htm#evia) and <http://web.fu-berlin.de/ffu/evia/>

<sup>9</sup> [http://ec.europa.eu/growthandjobs/index\\_en.htm](http://ec.europa.eu/growthandjobs/index_en.htm)

<sup>10</sup> [http://ec.europa.eu/employment\\_social/spsi/the\\_process\\_en.htm](http://ec.europa.eu/employment_social/spsi/the_process_en.htm)

<sup>11</sup> [http://ec.europa.eu/employment\\_social/spsi/expert\\_reports\\_en.htm](http://ec.europa.eu/employment_social/spsi/expert_reports_en.htm)

This task should result in a comparative analysis of impact assessments on similar subjects over different SIA-systems (countries/regions).

This task will be based on desk research and interviews with key people responsible for producing and using the impact assessments.

#### **6.1.4 Task 4: Recommendations for implementation.**

Based on the analysis in tasks 2 and 3 the contractor should present a number of recommendations on how best to set up an effective social impact assessment system and how to perform quality social impact assessments.

#### **6.1.5 Task 5: Seminars**

The contractor will present the study and the planned approach at a peer review on social impact assessment that is scheduled to be organised in Slovakia in October 2008 as part of the 2008 peer review in social protection and social inclusion programme.

After the end of the project the contractor will present the results at a seminar with policy makers, social partners, researchers and NGO's.

### **6.2 How the activities should be carried out**

The PROGRESS Programme aimed at promoting gender mainstreaming in all its five policy sections and commissioned or supported activities. Consequently, the Contractor will take the necessary steps to ensure that:

- Gender equality issues are taken into account when relevant for the drafting of the technical offer/proposal by paying attention to the situation and needs of women and men;
- Implementation of the requested tasks includes a gender perspective by considering systematically women and men dimension;
- Performance monitoring includes the collection and gathering of data disaggregated by sex when needed.
- its proposed team and/or staff respects the gender balance at all levels.

Equally, needs of disabled people shall be duly acknowledged and met while executing the requested service. This will in particular entail that where the Contractor organises training sessions, conference, issues publications or develops dedicated websites, people with disabilities have equal access to the facilities or the services provided.

Finally, the Contracting Authority encourages the Contractor to promote equal employment opportunities for all its staff and team. This entails that the Contractor shall foster an appropriate mix of people, whatever their ethnic origin, religions, age, and ability.

The Contractor will be required to detail in its activity report accompanying the request for the final instalment the steps and achievements it made towards meeting these contractual provisions

### **7. Professional qualifications required**

See Annex I.

### **8. Time schedule and reporting**

See Article I.2.

#### **8.1 Time schedule**

The period of execution of the contract is **15 months**. The contract will actually start after both parties

have signed the contract.

## 8.2 Reporting

A succinct **inception report** must be submitted in English within fifteen calendar days of the date of signature of the contract by the last of the two parties. It should detail the methodology proposed by the Contractor, the work plan and the proposed time schedule. The inception report should contain the proposed framework of analysis that is to be used for task 1. A kick off meeting with the Commission will be held before the end of the first month to take a decision on the proposal contained in the inception report.

The **first interim report** must be submitted in English within five months of the date of the signature of the contract by the last of the two parties. This report will contain a first draft version of the results of task 1: 'Description and summary analysis (mapping) of ex ante social impact assessment arrangements in place in the EU Member States at the national and regional level'. It will also contain a proposal regarding the criteria for selection and the selection of the SIA-systems that will be examined in depth in task 2. This report will be discussed at a second meeting with the Commission. At this meeting a decision will be taken about the selection of SIA systems to be examined in task 2.

The **second interim report** must be submitted in English in 3 hard copies (1 original and 2 copies) plus an electronic version within nine months of the date of the signature of the contract by the last of the two parties. This report will contain:

- an updated draft version of the results of task 1, and
- a first draft version of the results of task 2 'In depth analysis of a subset of well developed or particularly interesting SIA systems'.

It will also contain the structured list of policy changes / reforms recently screened by SIA systems in the different countries, clustered around major themes, which is to be produced by the contractor on the basis of the (long) list of fairly recent social impact assessments produced in each of the countries/regions examined in task 2. This report will be discussed at a third meeting with the Commission. A decision will be taken about the selection of social impact assessments to be examined in task 3. When approved, this interim report will open the right to interim payment.

The **third interim report** must be submitted in English within thirteen months of the date of the signature of the contract by the last of the two parties. This report will contain a first draft version of the results of task 3 'In depth comparative analysis of a set of (approx. 50) 'social impact assessment' examples on the impact of major economic and employment policy changes / reforms on social protection and social inclusion'. This report will be discussed at a fourth meeting with the Commission.

The **final report, the executive summary** and the final activity report must be submitted in English in 3 hard copies (1 original and 2 copies) plus an electronic version within one month after the approval of the draft final report.

The report as well as the executive summary must be provided in English. It must take into account the results of the assessment of the draft final report and discussions with the contracting authority on the draft final report.

## 8.3 Additional requirements

1- As a matter of principle, with a view to favouring appropriate monitoring and valorisation by the European Commission of all results obtained and outputs delivered under PROGRESS programme, the Contractor will be required to provide for each of the tasks required under the present Call

- Presentation of their key points in one page. Key points should be concise, sharp and easily understandable. They shall be provided in English, French and German. Other Community languages would be welcome, though not compulsory.

2- In accordance with the General conditions, the Contractor is under the obligation to acknowledge that the present service is delivered on behalf of the Community in all documents and media produced, in particular final delivered outputs, related reports, brochures, press releases, videos,

software, etc, including at conferences or seminars, as follows.

This (publication, conference, training session) is supported by the European Community Programme for Employment and Social Solidarity (2007-2013). This programme was established to financially support the implementation of the objectives of the European Union in the employment and social affairs area, as set out in the Social Agenda, and thereby contribute to the achievement of the Lisbon Strategy goals in these fields.

The seven-year Programme targets all stakeholders who can help shape the development of appropriate and effective employment and social legislation and policies, across the EU-27, EFTA-EEA and EU candidate and pre-candidate countries.

The Programme has six general objectives. These are:

- (1) to improve the knowledge and understanding of the situation prevailing in the Member States (and in other participating countries) through analysis, evaluation and close monitoring of policies;
- (2) to support the development of statistical tools and methods and common indicators, where appropriate broken down by gender and age group, in the areas covered by the programme;
- (3) to support and monitor the implementation of Community law, where applicable, and policy objectives in the Member States, and assess their effectiveness and impact;
- (4) to promote networking, mutual learning, identification and dissemination of good practice and innovative approaches at EU level;
- (5) to enhance the awareness of the stakeholders and the general public about the EU policies and objectives pursued under each of the policy sections;
- (6) to boost the capacity of key EU networks to promote, support and further develop EU policies and objectives, where applicable.

For more information see:

[http://ec.europa.eu/employment\\_social/progress/index\\_en.html](http://ec.europa.eu/employment_social/progress/index_en.html)

For publications it is also necessary to include the following reference: "The information contained in this publication does not necessarily reflect the position or opinion of the European Commission"

With regard to publication and any communication plan linked to the present service, the Contractor will insert the European Union logo, and if any another logo developed for the employment and social solidarity fields, and mention the European Commission as the Contracting Authority in every publication or related material developed under the present service contract.

#### **8.4 Progress reporting requirements**

*PROGRESS* will be implemented through a results-based management - RBM. Managing for outcomes and results is about working to maximise results for European citizens. This includes:

- Identifying the most important results for European citizens;
- Managing for these results, including setting clear desired results, implementing plans based upon these results and learning about 'what works' in the process;
- Seizing opportunities to work together whenever this helps achieve the results.

As a first step, a Strategic Framework for the implementation of *PROGRESS* has been developed in collaboration with Member states and organisations from the civil society. The Strategic Framework provides the framework for implementing *PROGRESS*, complemented by the Performance Measurement, which defines *PROGRESS* mandate, its long-term and specific outcomes. See in Annex I the overview of *PROGRESS* performance measurement framework. For more information on the strategic framework, please visit *PROGRESS* website:

[http://ec.europa.eu/employment\\_social/progress/framework\\_en.htm](http://ec.europa.eu/employment_social/progress/framework_en.htm)

The Commission will in that context monitors the effect of *PROGRESS* supported or commissioned initiatives and considers how these initiatives contributes to *PROGRESS* outcomes as defined in the Strategic Framework. In that context, the Contractor will be asked to work in close cooperation with

the Commission and/or persons authorised by it to define their expected contributions and the set of performance measures against which their contribution will be assessed. The Contractor will be asked to collect and report on its own performance on a regular basis to the Commission and/or persons authorised by it. In addition, the Contractor will make available to the Commission and/or persons authorised by it all documents or information that will allow PROGRESS performance measurement to be successfully completed and to give them the rights of access.

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## **Contractor's Tender**

### **ANNEX II**

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## ANNEX III Breakdown of prices

### 1. Breakdown of prices

| Description                                       | Unit price<br>in € | Max.<br>No of<br>units | Unit<br>type | Sub-total<br>per item | Total amounts<br>in € |
|---------------------------------------------------|--------------------|------------------------|--------------|-----------------------|-----------------------|
| <b>FEES AND DIRECT COSTS</b> (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                  |                       |
| <b>Total "Fees and Direct Costs" (Art. I.3.1)</b> |                    |                        |              |                       | <b>0,00</b>           |
| <b>Overall Total</b>                              |                    |                        |              |                       | <b>0,00</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>12</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,

<sup>12</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

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 |
|--------------|----------------|------------|----------------------------|
| AT           | Austria        | 95,00      | 130,00                     |
| BE           | Belgium        | 92,00      | 140,00                     |
| BG           | Bulgaria       | 58,00      | 169,00                     |
| CY           | Cyprus         | 93,00      | 145,00                     |
| CZ           | Czech Republic | 75,00      | 155,00                     |
| DE           | Germany        | 93,00      | 115,00                     |
| DK           | Denmark        | 120,00     | 150,00                     |
| EE           | Estonia        | 71,00      | 110,00                     |
| EL           | Greece         | 82,00      | 140,00                     |
| ES           | Spain          | 87,00      | 125,00                     |
| FI           | Finland        | 104,00     | 140,00                     |
| FR           | France         | 95,00      | 150,00                     |
| HR           | Croatia        | 60,00      | 120,00                     |
| HU           | Hungary        | 72,00      | 150,00                     |
| IE           | Ireland        | 104,00     | 150,00                     |

| Destinations |                     | DSA in EUR | Maximum hotel price in EUR |
|--------------|---------------------|------------|----------------------------|
| IT           | Italy               | 95,00      | 135,00                     |
| LT           | Lithuania           | 68,00      | 115,00                     |
| LU           | Luxembourg          | 92,00      | 145,00                     |
| LV           | Latvia              | 66,00      | 145,00                     |
| MK           | F.Y.R. of Macedonia | 50,00      | 160,00                     |
| MT           | Malta               | 90,00      | 115,00                     |
| NL           | The Netherlands     | 93,00      | 170,00                     |
| PL           | Poland              | 72,00      | 145,00                     |
| PT           | Portugal            | 84,00      | 120,00                     |
| RO           | Romania             | 52,00      | 170,00                     |
| SE           | Sweden              | 97,00      | 160,00                     |
| SI           | Slovenia            | 70,00      | 110,00                     |
| SK           | Slovakia            | 80,00      | 125,00                     |
| TR           | Turkey              | 55,00      | 165,00                     |
| UK           | United Kingdom      | 101,00     | 175,00                     |

### 2.2.2 Travel expenses

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

## 3. Additional provision

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

## ANNEX IV CVs and classification of experts

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

| <i>Level of qualification</i> | <i>Category of personnel</i>                                                                                                                                                                                                                                                                                                                                                             |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| I                             | Highly qualified expert having assumed important responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise.<br>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.<br>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.<br>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<br/>(I to iv, see above)</i> |
|---------------------------------------|--------------------------------------------------------|
|                                       |                                                        |
|                                       |                                                        |
|                                       |                                                        |
|                                       |                                                        |

### 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, 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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