



EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Social Protection and Integration

Coordination of Social Security Schemes, Free Movement of Workers

Service Contract

Contract title **Service contract for the provision of technical support in the field of co-ordination of social security**

Contract ref. no. **VC/2010/0721**
The above title and reference no. **must** be quoted in **all** correspondence with the Commission.

Contractor
.....

Other administrative information

Department **DG EMPL/E/3**

Pre-information notice O.J. publication ref. no: —
Call for tenders DG EMPL ref. no: VT/2010/042 of 17/03/2010
Contract notice O.J. publication ref. no:
EPIC (CIAME) ref. no: —
Service category no: A11

Other accounting information

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

Type of Contract **V/SE/SEC02**

The European Union (hereinafter referred to as “**the Union**”),
represented by the European Commission (hereinafter referred to as “**the Commission**”),
which is represented for the purposes of the signature of this Contract by Jackie MORIN, Head
of Unit - EMPL/E/3, 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 of this Contract by(*forename and name
in full*),(*function*),

of the other part,

HAVE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender no. VT/2010/042 of 17/03/2010)
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 form an integral part of this Contract (hereinafter referred to as “**the Contract**”).

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

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

I. **Special conditions**

Article I.1 **Subject**

I.1.1. The subject of the Contract is: **Service contract for the provision of technical support in the field of co-ordination of social security.**

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 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

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

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

Article I.3 **Contract price**

I.3.1. *Maximum total amount*

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

I.3.2. *Price revisions*

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

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 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 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 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 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:

Commission

European Commission
Directorate-General Employment, Social Affairs and Equal Opportunities
EMPL/E/3
B-1049 Brussels (Belgium)

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

² 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 Union law, complemented, where necessary, by the national substantive law of Belgium.

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

Article I.8 Data protection

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. 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 internal audit services, to the Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union.

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.

Article I.9 Termination by either contracting party

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

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

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

Article II.6 Recovery

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

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

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

Article II.7 Reimbursements

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

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

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

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

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

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

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

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

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

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

Article II.9 Confidentiality

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

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

Article II.10 Use, Distribution and Publication of Information

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

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

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

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

Article II. 11 Taxation

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

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

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

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

Article II.12 Force Majeure

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

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

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

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

Article II.13 Subcontracting

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

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

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

Article II.14 Assignment

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

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

Article II.15 Termination by the Commission

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

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

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

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

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

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

II.15.4. Consequences of termination

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

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

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

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

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

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

Article II.16 Liquidated Damages

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

Article II.17 Checks and Audits

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

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

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

Article II.18 Amendments

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

Article II.19 Suspension of the Contract

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

Signatures

1. For the Contractor,

..... (*forename and name*)

..... (*position*)

..... (*company name*)

2. For the Commission,

Jackie MORIN

Head of Unit - EMPL/E/3

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/2010/042 of 17/03/2010

1. Title of the contract

Service contract for the provision of technical support in the field of co-ordination of social security.

2. Background

One of the fundamental rights under the EU Treaty is the right of free movement of workers, as incorporated in Art. 45 TFEU (ex Art. 39 EC). In order to ensure that this right can be effectuated, the worker's social security rights must be guaranteed when moving from one Member State to the other.

However, under Community law, there is no unified European social security system. Each Member State is responsible for its own social security system. Therefore, Community rules have been put in place to provide for the coordination of these national social security systems. Until 1 May 2010, these rules were laid down in Regulation 1408/71 and the implementing Regulation 574/72. On that date, these Regulations have been replaced by the new Regulation 883/2004 and its Implementing Regulation 987/2009. The new Regulations aim at simplifying and modernising the system of coordination of the national social security schemes.

The provisions in both the old and new Regulations establish common rules and principles which have to be observed when applying national law. In doing so, it is ensured that the application of the different national legislations does not adversely affect persons exercising their right to free movement within the European Union.

In order to ensure an effective application of the Regulations by the Member States, national social security institutions need to exchange with each other information on the person concerned, such as his insurance history records, certificates concerning health care or certificates which show that a worker is posted to work in another Member State.

Under the old regulations, this information was exchanged by means of standardized forms (commonly known as "E" forms) and mainly exchanged on a paper basis. Certain Member States exchanged certain information electronically. This is mainly the case in the field of pensions and sickness. Under the new Regulations, all Member States are required to exchange this information electronically by the use of a common secure network.

2.1. Electronic Exchange of information between national administrations

Under the new Regulations, one of the main innovations is the establishment of a common secure electronic network for the data exchange between the national administrations, which is called the **Electronic Exchange of Social Security Information** (hereinafter: EESSI). Member States will be required, after the end of a transitional period of two years, to exchange their data by the use of this electronic system.

Once implemented, the exchange of data through the EESSI system will allow for more efficient, rapid and correct information exchanges between social security institutions for the implementation of the coordination rules in comparison to today's paper based data exchange. For the citizens, the automated data exchanges will lead to an essential improvement of the services provided under the Regulations, as the elektronification of the data exchange will accelerate and make more accurate and timely the actual payment of social security benefits. The EESSI Project has been identified as a **Project of Common Interest of the European Union under the IDABC Programme of the European Commission**³. A feasibility study on the possibilities to establish such a European architecture for this complex coordination of social security was published on 1 April 2006. The Feasibility study was issued in 2007. In 2008, DG EMPL published an open call for tender for the EESSI system (VT/2008/019)⁴. Currently, the system is in the process of being developed by an external contractor in close cooperation with the European Commission and will be delivered by the end of 2010. The system will consist of a

³ This programme aims at supporting the creation of a European information society by promoting the development of pan-European eGovernment services across a range of EU policies in line with, amongst others, the overarching objectives of the Lisbon Strategy.

⁴ DG EMPL published an Open Call for Tender VT/2008/019 on 10 June 2008 for the EESSI Project. The contract was signed on 28 November 2008 with the contract award notice published in the Official Journal on 20 December 2008.

central application (Coordination Node) to be hosted in the Commission's Data Centre (including the EESSI Directory), and an application (Reference Implementation) to be deployed in the national administrations of the Member States.

The Regulations provide for a transitional period of two years, which will start when the new Regulations become applicable. During this period, Member States will need to make the necessary preparations to be able to exchange their data through the EESSI system. They will need to identify and develop their own technical access points, adapt where necessary their national applications and their business processes in order to be able to connect to the EESSI system, as well as to train their staff in the use of this new system. After 1 May 2012, the data exchange shall only be carried out by electronic means.

Another important development in the last few years is the exploration of possibilities of creating an electronic version of the European Health Insurance Card (EHIC). Member States started to issue EHICs to their citizens in June 2004. The EHIC replaces the E-forms needed to receive necessary medical care in case of a temporary stay in another Member State. At the end of 2008, there were already 180 million EHICs or PRCs (Provisional Replacement Certificate) in circulation. Almost 36% of the European citizens had an EHIC at the end of 2008, which can be considered as a major success. The electronification of the EHIC is the third stage in this process.

2.2. Role of the Technical Commission on Data Processing under Regulations 1408/71 and 574/72

The Technical Commission on Data Processing made up of representatives of Member States (25 EU Member States, plus Iceland, Liechtenstein, Norway and Switzerland) has played an important role in the implementation of Regulations 1408/71 and 574/72. The Technical Commission was created in 1998 under the aegis of and attached to the Administrative Commission⁵. Under the old Regulations it was specifically entrusted with the task to **assist the social security institutions to use telematics in social security when applying the coordination regulations.**

Since the early 1990's the Telematics in Social Security Programme (TESS) has been running and a number of pilot projects have been carried out with financial support from the Interchange of Data between Administrations Programme (IDA). Three parallel pilots (**two in the pensions sector – 'Build 3+' and 'Build 4' - and one in the healthcare sector – 'Build 5'**) are now implemented by certain Member States and replace E-forms paper exchange by electronic exchanges in these sectors in these Member States. These projects will in the next years be replaced by EESSI.

Also the electronification of the EHIC is part of the deliberations and reports in/by the Technical Commission. In recent years, a number of guiding principles have been agreed for the development of an electronic version of the EHIC. Lately, technical specifications have been elaborated with the support of the CEN (Centre Européen de Normalisation, based in Brussels). The Administrative Commission, with the assistance of the Technical Commission, is now in the process of discussing possibilities for the actual development and deployment of an electronic version of the EHIC.

2.3. Role of the Technical Commission on Data Processing under Regulations 883/2004 and 987/2009

Under the new Regulations, the tasks of the Technical Commission mirror to a certain extent its tasks under the old Regulations. Under Regulation 883/2004, it will be specifically tasked to propose to the Administrative Commission common architecture rules for the operation of data-processing services, in particular on security and the use of standards. It shall deliver reports and reasoned opinions before decisions are taken by the Administrative Commission. To this end the Technical Commission has to:

- (a) gather together the relevant technical documents and undertake the studies and other work required to accomplish its tasks;
- (b) submit to the Administrative Commission the reports and reasoned opinions ;
- (c) carry out all other tasks and studies on matters referred to it by the Administrative Commission;

In addition, under the new Regulations it is specifically stated that the Technical Commission has a specific responsibility with regard to the management of Community projects using data processing services. Article 73 of Regulation 883/2004 explicitly states that the Technical Commission "shall ensure the management of Community pilot projects using data-processing services and, for the Community part, operational systems using data-processing services".

Because of its specialized knowledge about and practical experiences with data processing, it is needless to say that the Technical Commission plays a vital role in the management of the EESSI project and other projects using data-processing services, such as the electronification of the EHIC. In its Work Programme 2009-2012, which

⁵ The Administrative Commission (CA.SS.TM) consists of a government representative from each Member State, charged in particular with dealing with all administrative questions or questions of interpretation arising from the provisions of the Regulations coordinating social security, and with promoting cooperation between the Member States.

was unanimously adopted by the Member States, the Technical Commission is considered as a key player in the successful development and implementation and operation of the EESSI project in the following years. This is specifically elaborated in the tasks described in this Work Programme:

- assisting the Administrative Commission in ensuring a smooth transition for the Member States with the entry into force of the new Regulations (envisaged 1 May 2010)
- providing support to the national administrations in the setting up of the European architecture by end 2010 to allow for electronic data exchange between Member States (EESSI)
- assisting Member States in their preparations for data exchange by electronic means by the end of the transitional period (envisaged 30 April 2012)
- deliver reports and reasoned opinions concerning other developments in the field of data processing services in the context of an effective application of the Regulations (e.g. electronic EHIC)

Also in the following years, the Technical Commission will monitor closely the integration process of the EESSI system within the Member States. It will provide an important forum for the Member States to exchange best practices and experiences (in particular the six pilot countries which have volunteered to perform the first tests and dress rehearsals of the different components of the EESSI system that is currently under development). It will also report to the project team in DG EMPL on problems and questions the Member States have in the development of their national applications and the implementation and operation of the system.

An important aspect in the success of such a complex integration project is that Member States have a common understanding about the system. Certain questions may therefore require clear steering from the Technical Commission in particular with regard to the implementation and operation of the common part of the data processing services and the interoperability with the national parts which are developed by the Member States.

3. Subject of the contract

In the European Commission, DG Employment, Social Affairs and Equal Opportunities (hereinafter: DG EMPL) is entrusted with the task of ensuring the correct application of the Community rules in the field of social security coordination. One important aspect in this work is the setting up of the EESSI system to facilitate the communication between the national administrations in the Member States in the application of the new Regulations in this field.

The contract to be awarded concerns the provision of services comprising of support and administrative assistance to unit E3 of DG EMPL, which is tasked with the monitoring of the Community legislation in this field and with the management of the EESSI project.

The contract to be awarded consist more specifically of the following tasks:

- a) Providing support and assistance in the coordination of the work of the Technical Commission
- b) Providing business- and technical related expertise in the field of social security coordination and in particular in support of the EESSI project. The technical development of the EESSI system is currently carried out by an external contractor. The deliverables of this contractor is audited and tested by the DG EMPL Project team which acts under the responsibility of Unit E3. The contractor under this call for tender will be asked to assist Unit E3 in the identification and translation of the business needs of the national administrations into technical solutions ("bridge between business and IT aspects") and to provide technical expertise in the field of business modeling.
- c) Organisation of training sessions, administrative management of the trainings and preparation of training materials and tools (in English) to national administrations in the Member States, which shall assist them in their preparations for the implementation, management and operation of EESSI.
- d) Providing general (administrative) support to Unit E-3 in the context of EESSI

The contractor will have to work in close collaboration with the Secretariat of the Technical Commission on Data Processing (provided by Unit E3 of DG EMPL⁶) and the DG EMPL Project team that is entrusted with the technical development and deployment of the EESSI project. As the task description has a strong link with the EESSI project, the contractor shall become knowledgeable about the business and technical aspects of the EESSI project (on the basis of the available project documentation)⁷.

The activities will be carried out in Brussels under the direct control, supervision and responsibility of Unit E3 of Directorate General Employment, Social Affairs & Equal Opportunities.

⁶ Pursuant to Article 71 of Regulation 883/2004.

⁷ The technical documentation can be made available upon request.

4. Tasks to be carried out by the contractor

Services under the contract, to be conducted in close cooperation with the Commission services, will include:

Task 1: Providing assistance in the coordination of the work of the Technical Commission on data processing

- Providing support in the preparation of the work programme and of the agendas of the meetings with the Secretariat of the Technical Commission.
- Drafting of notes that will be presented on behalf of the Secretariat during the meetings of the Technical Commission and the Administrative Commission. These notes will focus mainly on the articulation between business and IT aspects of data processing services for the application of the Regulations in the field of social security coordination and in particular EESSI (Maximum of 8-10 per year with an average length of 4-6 pages).
- Providing assistance in assessing the contributions and requests of Member States on issues discussed in meetings of the Technical Commission and the Administrative Commission concerning the articulation between business and IT aspects of data processing services with the aim of determining possible follow-up actions.
- Attending meetings including the participation in around 2-day plenary meetings (4 times a year, so eight days per year in total) of the Technical Commission on Data Processing and the Administrative Commission and other meetings of Working Parties of the Technical and Administrative Commission and of the Task Force on Electronic Data Exchange, which operates under the auspices of the Administrative Commission (maximum of six days per year in total). All these meetings take place in Brussels, but it is within the prerogative of the Member State holding the Presidency of the European Union to hold an ad hoc meeting in their capital.
- Attending preparatory meetings of the meetings of the Technical Commission and the Task Force, organized by the Secretariat of the Technical Commission in Brussels (equivalent to maximum of 4 days per year).
- Providing assistance to the Secretariat of the Technical Commission on the follow-up of the meetings: drafting of minutes of the meetings.

Task 2: Providing general support on EESSI and monitoring other technical developments in the field of social security coordination

- Providing support in identifying and translating business needs of the Member States in the EESSI project in technical solutions
- Participating in meetings with Unit E3, DG EMPL, related to the technical aspects of the coordination of social security (maximum 12-15 per year, equivalent to a maximum of 6 days per year) and drafting of minutes of these meetings
- Production of reflection papers on technical developments that can be regarded as useful for ongoing and possible future projects in the field of social security coordination (maximum 2 per year, maximum 8-10 pages).
- Monitoring of technical developments in European program and initiatives that are of potential relevance for the practical implementation of the Community system of coordination of social security schemes, such as the developments in the field of smart card related technologies, standardization, E-government and EHealth. This also includes liaising with external organizations that can be regarded as useful for the successful deployment of projects in the field of social security coordination.

Task 3: Providing expertise on business modeling

- Providing technical expertise in the field of business modeling for the development and maintenance of the business model exploitation tools. These tools are used in the context of the EESSI project for the exchange of information between national administrations in this system.⁸

Task 4 : Organisation of trainings and development of self-learning tools for the national administrations with a view to a successful implementation of EESSI within the Member States

- Preparation of a training program on the implementation of EESSI by the Member States in close collaboration with Unit E3 and the technical team that operates under the supervision of E3. This training program will follow on and builds on the training provided by Siemens Services and Solutions, which is currently developing the EESSI system

⁸ The business model in the EESSI system is a set of electronic files that encode a) the structure of messages and b) conversation patterns which prescribe the EESSI communication.

- Taking care of the organisation of training sessions for the national administrations. The training sessions as such will comprise a maximum of 20 one-day training sessions. The training sessions will in principle be organised in Brussels and possibly 2 to 3 other locations in the EU. The number of participants for each training session is maximum 30 persons. The physical training facilities and the technical infrastructure will be organized by the European Commission. The contractor will be responsible for the organization of the training sessions and the administrative management of the trainings. The language of the trainings and training materials will be English.
- Providing assistance and expertise to the EESSI project team in converting the technical documentation on the EESSI system into training materials and training tools for the national administrations in the Member States. In particular, the tenderer shall provide assistance and expertise in the development of e-learning modules which shall facilitate the national administrations in becoming acquainted with the use, operation and management of the EESSI system.

5. Professional qualifications required

For more details of the knowledge and experience required see point 12 'selection criteria' of the specifications. See Annex IV regarding CVs and classification of experts.

Additional requirements:

In order to carry out these tasks effectively a team of experts is required, including a person with a minimum of 5 years of professional experience in the international project management field in the public sector, a person with a minimum of 3 years of expertise in providing training and training materials in the IT business and a person with a minimum of 3 years of expertise in business modeling. Further details about the requested profile of the experts are listed under section 12 'selection criteria' of the specifications.

6. Time schedule and reporting

See Article I.2. of the contract.

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

Work may not start until after the signature of the contract, which is estimated to be signed in November 2010. The period of performance will be 12 calendar months from the date of contract signature.

The initial contract may be renewed 3 times for a period of 12 calendar months each only with the express written agreement of the parties before payment of the balance. Renewal does not imply any modification or deferment of existing obligations.

A. Meetings

The persons in charge of tasks 1 and 2 shall:

- Participate in 2-day plenary meetings of the Technical Commission on Data Processing and the Administrative Commission (4 times a year, so eight days per year in total)
- Participate in meetings of the Working Parties of the Administrative Commission and Technical Commission and of the Task Force on Electronic Data Exchange (maximum of six days per year in total)
- Participate in preparatory meetings for these Committee meetings organised by the Secretariat (equivalent to a maximum of four days per year)
- Participate in internal meetings of DG Employment, Unit E-3 (maximum 12-15 per year, equivalent to a maximum of 6 days per year)

All these meetings take place in Brussels, but it is within the prerogative of the Member State holding the Presidency of the European Union to hold an ad hoc meeting in their capital.

The persons in charge of task 4 shall:

- Organise 20 one-day training sessions, of which at least 10 training sessions shall be organised in the first six months after the start of the contract period.

B. Reporting:

The persons in charge of the task 1 shall:

- Produce in the context of the meetings of the Technical Commission and Administrative Commission notes that focus on the articulation between the business and IT-aspects of data processing services under the Regulations 883/2004 and 987/2009 (maximum of 8-10 notes per year, maximum 4-6 pages).

The persons in charge of task 2 shall:

- Produce reflection papers on technical developments and initiatives that that can be regarded as useful for ongoing and possible future projects in the field of social security coordination (maximum 2 per year, maximum of 8-10 pages).

The persons in charge of the task 4 shall:

- Within two months after start of the contractual period, produce a **proposal for a training program in the context of EESSI**.

The tenderer shall:

- Produce, no later than 6 months after the signature of the contract, an **Interim Report** assessing overall progress towards the achievement of the work programme together with a time-planning for the remaining actions to be carried out by the end of the contractual period.
- The **Final Report** will be delivered at the latest 12 months after the start of the contractual period. It will provide a concise overview of the work carried out during the course of the entire contract period, as well as any comments, suggestions or recommendations judged useful or necessary by the contractor. It shall provide details of all tasks carried out, deliverables produced and results achieved.

All reporting must be done in English and delivered both on paper and electronically.

Overview of the deliverables and time schedule

All tasks	Reporting on the execution of tasks
T0 + 6 months	Interim Report assessing overall progress towards the achievement of the work programme together with a time-planning for the remaining actions to be carried out by the end of the contractual period.
T0 + 12 months	Final report
Task 1	Assistance in the work of the Technical Commission on data processing
T0 + 12 months	Notes that focus on the articulation between the business and IT-aspects of data processing services under the Regulations 883/2004 and 987/2009 (maximum of 8-10 notes per year, maximum 4-6 pages).
Task 2	Providing general support on EESSI and monitoring other technical developments in the field of social security coordination
T0 + 6 months	Reflection paper on technical developments and initiatives that that can be regarded as useful for ongoing and possible future projects in the field of social security coordination
T0 + 12 months	Reflection paper on technical developments and initiatives that that can be regarded as useful for ongoing and possible future projects in the field of social security coordination
Task 4	Organisation of trainings and development of self-learning tools for the national administrations with a view to a successful implementation of EESSI within the Member States
T0 + 2 months	Proposal for a training program in the context of EESSI.
T0 + 6 months	E-learning modules and documentation covering the content of the trainings organised during first 6 months of the contract. The training materials shall be prepared prior to the actual training sessions, organised during this period
T0 + 12 months	E-learning modules and documentation covering the content of the trainings organised during second 6 months of the contract. The training materials shall be prepared prior to the actual training sessions, organised during this period

T0 = date of signature

7. Additional information to the Tender specifications and monitoring

See attached document(s): pages.

Contractor's Tender

ANNEX II

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See attached document: pages.

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ANNEX III Breakdown of prices

1. Breakdown of prices

Description	Unit price in €	Max. No of units	Unit type	Sub-total per item	Total amounts in €
FEES AND DIRECT COSTS (fixed prices)					
Experts' fees (to be specified for each specific task)					0,00
Details	0,00	0	w.d.	0,00	
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
Sub-total "Fees and Direct Costs" (Art. I.3.1)					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)⁹ 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,

⁹ 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:

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Destinations		DSA in EUR	Maximum hotel price in EUR
AL	Albania	50,00	160,00
AT	Austria	95,00	130,00
BA	Bosnia-Herzegovina	65,00	135,00
BE	Belgium	92,00	140,00
BG	Bulgaria	58,00	169,00
CH	Switzerland	80,00	140,00
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
IS	Iceland	85,00	160,00
IT	Italy	95,00	135,00

Destinations		DSA in EUR	Maximum hotel price in EUR
LI	Liechtenstein	80,00	95,00
LT	Lithuania	68,00	115,00
LU	Luxembourg	92,00	145,00
LV	Latvia	66,00	145,00
ME	Montenegro	80,00	140,00
MK	F.Y.R. of Macedonia	50,00	160,00
MT	Malta	90,00	115,00
NL	The Netherlands	93,00	170,00
NO	Norway	80,00	140,00
PL	Poland	72,00	145,00
PT	Portugal	84,00	120,00
RO	Romania	52,00	170,00
RS	Serbia	80,00	140,00
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
XK	Kosovo	80,00	140,00

2.2.2 Travel expenses

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

3. Additional provision

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

ANNEX IV CVs and classification of experts

1. Classification of experts according to level of expertise

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

2. List of experts assigned

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

3. CVs of experts assigned

See Annex II.

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, § 3.3, VAT Code).
The 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 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 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 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 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 Jackie MORIN, Head of Unit - EMPL/E/3 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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