



EUROPEAN COMMISSION
DIRECTORATE-GENERAL JUSTICE
Director-General

Brussels, 24/07/2014
JUST/A/4/JD/ARES(2014)2452475

Dear Sir/Madam,

Subject: Open call for tender JUST/2014/A4/01

Framework contract – To support the design and implementation of communication activities relating mainly but not exclusively to the area of EU Justice

Contract notice in 2014/S 140-250469 of 24/07/2014

1. The European Commission is planning to award the public contract referred to above. Please find enclosed the related tender specification listing all the documents that must be produced in order to submit a tender, and the draft contract.
2. If you are interested in this contract, you should submit a tender in one original and three copies in one of the official languages of the European Union.
3. Tenderers shall submit tenders by letter:
 - a) **either by post or by courier not later than 08/10/2014**, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below.
 - b) **or delivered by hand not later than 16.00 on 08/10/2014** to the address indicated below. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery.

The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

By post:

CALL FOR TENDERS
JUST/2014/A4/01
European Commission
Directorate-General Justice
Unit JUST/A4, MO59 04/21
For the attention of Public Procurement Department
B – 1049 Brussels
Belgium

By courier or by hand:

CALL FOR TENDERS
JUST/2014/A4/01
European Commission
Directorate-General Justice
Unit JUST/A4, MO59 04/21
For the attention of Public Procurement Department
Avenue du Bourget 1
B-1140 Brussels (Evere)
Belgium

Tenders must be placed inside two sealed envelopes. The inner envelope, addressed as indicated above, should be marked as follows: "**CALL FOR TENDERS – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT**". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

4. Tenders will be opened at **10.30 on 15/10/2014**, at 59 Rue Montoyer, B-1040 Brussels.

This opening session will be public. Each tenderer may be represented by not more than one person. At the end of the opening session, the Chairman of the opening committee will indicate the name of the tenderers and the decision concerning the admissibility of each offer received. The prices mentioned in the bids will not be communicated.

5. Tenders must be:

- signed by a duly authorised representative of the tenderer;
- perfectly legible so that there can be no doubt as to words and figures;

6. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 6 months from the final date for submission.

7. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.

8. All costs incurred during the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.

9. Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- Before the final date for submission of tenders:

- * At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Any requests for additional information must be made in writing only to

JUST-A4-CFT@ec.europa.eu

Requests for additional information received less than five working days before the final date for submission of tenders will not be processed.

- * The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
- * Any additional information including that referred to above will be posted on

http://ec.europa.eu/justice/newsroom/contracts/index_en.htm

The website will be updated regularly and it is the tenderers' responsibility to check for updates and modifications during the tendering period.

- After the opening of tenders

- * If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

10. This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.
11. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
12. Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.
13. You will be informed of the outcome of this procurement procedure by e-mail. It is your responsibility to provide a valid e-mail address together with your contact details in your tender and to check it regularly.
14. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will 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. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with the specifications of the invitation to tender and will be processed solely for that purpose by namely Unit SRD.01: 'Budget, control and ex-post audits' of the Shared Resource Directorate of Directorates-General Home Affairs and Justice, LX 46 00/43, BE- 1049 Brussels. Details concerning the processing of your personal data are available on the privacy statement at:

http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf.
15. Your personal data may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:

- the Commission Decision 2008/969 of 16.12.2008 on the Early warning System (for more information see the Privacy Statement on http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm), or

- the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE)

Yours faithfully,

[signed]
Françoise LE BAIL

TENDER SPECIFICATIONS
ATTACHED TO THE INVITATION TO TENDER

Invitation to tender No. JUST/2014/A4/01
concerning a Framework Contract

To support the design and implementation of communication activities
relating mainly but not exclusively to the area of EU Justice

I. TECHNICAL SPECIFICATIONS

I.1. Background

The European Commission, and in particular Unit A4 of the Directorate-General for Justice, is launching an invitation to tender for services comprising one lot. The Directorate-General intends to select one contractor and conclude a framework contract with it for a period of one year renewed automatically up to three times under the same conditions, unless written notification to the contrary is sent by one of the parties.

Tenderers may form groups (or consortia of companies) or use subcontractors.

On the basis of the framework contract, the successful tenderers will be contacted as required by the Directorate-General for Justice or, if necessary, other Directorates-General of the European Commission or the agencies of the European Union acting in the area of Justice and Home Affairs.

The services included in this invitation for tender will consist of helping to design and/or implement information and communication campaigns and/or organise events relating mainly but not exclusively to the area of EU justice.

As a general rule, these services will be provided in the European Union Member States and occasionally in EFTA/EEA countries, the countries that are candidates for EU membership but possibly also any other country.

All of the areas of activity of the Directorate-General for Justice are to be considered for the purposes of this invitation to tender. Further information about the areas of activity of the Directorate-General for Justice can be found at http://ec.europa.eu/justice_home/index_en.htm. More information on DG Justice's mission can be found at <http://ec.europa.eu/justice/mission>

I.2. Subject of the contract

The assistance that the Commission is seeking should enable it to devise coherent and consistent communication strategy and to carry out integrated information and communication activities. As a result, the European Commission should be able to better respond to the needs of EU citizens and its policies should achieve a better visibility.

The services required will essentially, but not exclusively, concern the tasks described in the following section.

I.3. Description of tasks

General communication activities

The contractor may be requested to perform actions linked to the promotion of/dissemination of information on DG Justice policies mainly, but not exclusively.

Compliance with the European Commission visual identity guidelines and other EC rules is essential. Creativity as well as quality and diligence in the design, production and delivery are key. Ability to follow and apply the latest trends in communication in national and EU-wide contexts (e.g. the evolution in the area of social media) is indispensable.

All activities carried out under this contract will always be under the control and the supervision of the European Commission services.

These activities may include (but are not limited to) the following:

- Cooperating with and/or identifying potentially interested groups and bodies in the dissemination of information;
- Buying, creating and updating lists of groups and bodies that could potentially be interested in particular European issues (trade organisations, professional associations including journalists' associations, non-profit and non-governmental organisations, parents' and teachers' associations, schools, youth clubs and/or other types of organisations);
- Promoting activities among potentially interested groups and bodies by email and telephone, through websites and social media, direct distribution of promotional material (e.g. brochures) or any other relevant communication means, analysing and reporting on public opinion regarding EU matters;
- Providing translations for a range of communication products, which include publications, texts for the press and/or web, audio-visual products, as well as providing interpretation, from any official language of the European Union into the other official languages of the European Union and into the languages of the EFTA/EEA, of the candidate countries and, if necessary, of other countries.
- Monitoring and reporting on progress of communication activities, providing formative recommendations;
- Evaluating the results of communication actions, analysing the impact and providing recommendations for future actions.

Audio-visual

The main purpose of the planned audio-visual activities is to increase the information provided by European television and radio networks, on EU activities in the area of Justice. Also important is to increase the information on justice policies through the Europa website by producing web teasers and other web audio-visual (AV) products to be distributed on internet or through specific channels.

Audio-visual material must be produced to professional broadcast standard conceptually, editorially and technically, including the possibility to produce in HD format where the target distribution channels may require. It must be transposed and reproduced in all appropriate formats.

Each audio-visual production will be subject to a validation process by the Commission before it is considered fit for purpose and accepted.

These activities may include (but are not limited to) the following:

- Advising on a communication strategy when dealing with television and radio stations and online media and on appropriate messages for targeted groups;
- Producing reports, documentaries, videos, VNR (Video News Release), animated films, TV and radio advertisements and co-productions, CD-Roms and DVDs on EU justice policies, programmes and projects;
- Developing concepts, ideas, scripts and storylines for audio-visual productions to imaginatively and effectively describe justice policies to a non-specialist public;
- Filming of conference sessions and exhibitions or public ceremonies in general. In this context, the contractor shall participate in the drafting of the script, the list of technical equipment necessary and the technical management of the event itself;
- Preparing audio-visual dossiers (consist of copies of available footage, for the audio-visual media, including interviews on the spot);
- Monitoring and reporting the coverage of EU activities in the fields of justice in the media outlets (TV, radio, web, etc.); media coverage of the products on radio and television channels in Europe and beyond

with a view to promoting the dissemination of all or part of the products via these channels, as well as via Europe by Satellite (EbS), the EU satellite television agency and YouTube;

- Advising on and implementing a communication strategy when dealing with the Internet (e.g. viral marketing campaign) in order to guarantee the impact of AV products via the web. Also advising on and implementing a communication strategy concerning new technology channels (web TVs, 3G phones, etc.);
- Re-editing audio-visual material not produced by the contractor, or any audio-visual material, in addition to the original edited, which may be necessary to re-use parts of one or more productions for additional communications activities;
- Transposing and reproducing the products in all appropriate formats (MPEG1, MPEG2, MP3, MP4, formats for on-line streaming, etc.) aimed at increasing and extending the dissemination of the products amongst the general public and players in the justice sector;
- Seeking out target audiences interested in EU affairs, and identifying their needs;
- Contacting European journalists/television and radio producers in order to promote AV productions and to make these lists available to the Commission for information purposes;
- Proactive marketing to broadcasters of the DG's existing stock of audio-visual broadcast material around key communication events;
- Looking for photographs and illustrations (stills) and making photo journalistic reports, including handling of intellectual property rights;
- Organising press visits for broadcast journalists on key themes and events;
- Production and distribution of clips or podcasts for broadcast and web distribution. Production of audio-visual material may involve travel and shooting on location.

Printed/online information and promotional material

The contractor may be required to perform pre-press work and printing. Material for printing would generally be provided as electronic files on CD-ROM or through ftp server, with all page layout and formatting already completed. File formats would either be high resolution PDF (for digital printing) or Quark/PageMaker / Illustrator or other such format normally used for professional publications.

Tasks to be assigned to the contractor may include (but are not limited to) the following:

- Writing, translating and/or revising and adapting of promotional and information material such as reports, newsletters, memos, brochures, leaflets, factsheets, notices, press articles, interviews, presentation and promotional material while respecting the style/audience/purpose requested;
- Re-writing, summarising and otherwise re-working and updating various texts;
- Graphic design, picture research, illustrations, layout, production of electronic files for printed and online publications (including eBooks, epub and any other digital format);
- The adaption of printed publications, including making them more interactive, with a view to putting them on websites and/or an electronic medium (CD, DVD, etc.) and vice versa;
- The creation of advertisements;
- The creation of photo reportages;
- Building up and running a photo library;

- Production of promotional material and presentations (conference kits, information packs for various target audiences, etc.);
- Ensuring that copyrights are cleared;
- Printing graphic material of any format and finishing (including digital, limited or large offset print runs);
- Packaging, dispatching and transporting the material produced.

Delivery formats

In addition to supplying the finished product, the contractor will make available to the Commission all the source files that must be compatible with Commission's applications. The contractor will also supply all layouts and photos so that these can be re-used in the same or modified form for future communication actions.

Events

This task consists of the following: conception, management and organisation of events within or outside Commission premises as well as the organisation of the Commission's participation in events organised by third parties. The types of events are for example conferences, seminars, workshops, information stands, award ceremonies and related activities. The planned activities must enable the Commission to organise events to provide information and communicate its policies either to the general public or to specific target groups.

Tasks to be assigned to the contractor may include (but are not limited to) the following:

- The organisation of public events and conferences:
 - reserving rooms (for working groups and/or conferences);
 - setting up, decorating and fitting out rooms;
 - providing on-site assistance by means of hostesses/stewards with appropriate language skills;
 - arranging interpretation, including provision of the equipment and technical services needed for interpretation, in conformity with the rules and norms requested by the interpretation service of the Commission (SCIC) http://ec.europa.eu/dgs/scic/organisation-of-conferences/interpreting-both-standards/index_en.htm;
 - providing translation services;
 - renting equipment, including stands, vehicles, etc.;
 - assembling, installing and dismantling equipment;
 - recording and transcribing proceedings;
 - designing and producing information and promotional material including programmes, leaflets, brochures, folders as well as gadgets;
 - packing of the promotional material and distributing it;
 - dispatching and transporting material;
 - taking photographs;
 - making video and audio recordings or providing live-streaming online of an event;
 - arranging for technicians, hosts and representatives of the contractor to be present throughout an event.
- The invitation of participants:
 - registration (including producing a registration website and buying web addresses, handling registrations and replying to queries of participants);
 - organising transport and accommodation;
 - organising meals and coffee breaks;
 - reimbursing participants' expenses.

- Coordination with Commission services as well as any other parties involved in the project (e.g. local authorities, contractors in charge of web-streaming, Commission services such as SCIC, OIB, security etc.);
- The promotion of events and conferences;
- Advising on developing an original event in the framework of the objectives intended for a targeted audience;
- The organisation of press conferences and/or press trips/seminars for journalists/audio-visual media producers, including drafting of the programme and invitation of speakers, in close cooperation with the communication team in DG Justice;
- The organisation of other types of events like exhibitions, information stands, competitions, outdoor installations, road shows and similar. For each type of activity, specific tasks are to be performed in addition to the generic list of conference tasks listed above (e.g. organisation of participation, prize-giving ceremony and juries for competitions, design and installation for exhibitions, design and production of stands for road shows).

Campaigns

The contractor will be required to give advice on and execute integrated communication activities, awareness campaigns and media plans covering the policies, activities and projects managed by DG Justice or by any other Commission services.

Tasks to be assigned to the contractor may include (but are not limited to) the following:

- Advice and assistance on the design of communication plans (within the framework of the DG external communication strategy), both for communication campaigns and single events, including the identification of appropriate target groups, communication channels/tools, messages, partners and relay organisations, time schedules, targets for communication impact and monitoring tools, etc. as part of an integrated strategy;
- The coordination of the implementation of these communication campaigns;
- The establishment of at least one national correspondent of the contractor in each Member State to carry out local communication activities, particularly campaigning, under this contract;
- The coordination and supervision of the work of the contractor's national correspondents and in particular, information to the national correspondents about EU wide messages for communication activities under this contract and their adaptation to the different national contexts;
- The development of national communication campaigns in all Member States, through the contractor's network of communication correspondents and subject to approval by the Commission;
- Approaching personalities and organisations to seek their endorsement for or involvement in the national information campaigns, subject to approval by the Commission and, in this context, cooperation with organisations or enterprises with a view to joint communication activities;
- Preparation and organisation of communication events, conferences, seminars, etc. at European level and in all Member States;
- Social media campaigns: The contractor may be required to organize social media campaigns to promote DG JUST's activities. This includes drafting strategy documents, publishing on DG JUST's social media platforms and monitoring the activities, impact and reach of the campaign. The contractor may also be asked to explore new use of social media tools, adapted to the policies to promote and target audiences to address.

Media management

- Advice on communication and media activities;
- Enhance the DG's communications work: research, analysis, strategic recommendations and editorial input. The result should ensure that relevant messages are conveyed to the right target audiences, using the most appropriate communication methods;
- Providing strategic advice on the DG's communication activities aimed at the audio-visual, social and online media and written press: analysis and evaluation of the DG's media activities and their impact;
- Analysing trends in prevailing perceptions and opinions (including analysis of opinion polls);
- Identifying appropriate target audiences, communication methods and relevant media – including media landscape study of a European country. The study should analyse the structure of publications (national/regional/local) and recommend the relevant media with the view of a specific media activity/event.
- Preparing messages under the DG's lead to support specific media activities and tailoring the messaging to specific target audiences/Member States;
- Offering advice on innovative communication approaches in relation to new forms of media and technologies.

Preparing and drafting press materials

The contractor should provide assistance in the preparation of press releases, memos and press packs and adapt the press material to national/regional situations (using the contractor's communication network in all Member States). This material should be drafted in a journalistic style, in English. It should either be drafted or proofread by native speakers and has to be drafted in close cooperation with the DG's communication unit. The contractor shall respect the Commission's rules on media relations, in particular that no press release can be issued without the approval of the Commission's spokesperson.

Media monitoring, analysis and recommendations

The European Commission has its own monitoring mechanism system in place. The media monitoring provided by the contractor should complement the Commission's existing products and include a quantitative and/or qualitative analysis of the coverage (listing concrete results, dates of publication/broadcasting; clippings/recordings and a short summary in EN, where the publication/broadcasting languages are other than English or French) either related to the DG's activity or to a specific event, initiative, etc.

The contractor may be requested to undertake media analysis in the EU member states. Media data should be analysed in the original language by mother tongue speakers, with good knowledge of the political culture of the country whose media they analyse. All the media types will be covered (audio-visual, print, online - including social media and blogs).

The list of media to be analysed is proposed by the contractor (ensuring that the suggested media are appropriate for the subject to be analysed in terms of audience and media impact). The task involves also providing recommendations for actions stemming from the analysis of media coverage to be undertaken by the Commission (rebuttals, lines to take, proactive media outreach by the Commissioner towards specific media; prognosis of expected coverage trends, etc.).

The parameters to be used should be decided under the lead of the DG. They may include:

- Quantitative parameters: the overall visibility of the subject in the media; frequency; country, source; media type; geographical outreach; persons covered and their visibility; take up and use of quotes and extracts from EU press releases and speeches;

- Qualitative parameters: content of the coverage, tonal analysis, trends over time and key changes, prognosis of the coverage tendency.

The media monitoring and analysis results will be presented in English in different formats:

- Flash report: a short report covering an "event" of short duration - up to one week. It gives a quick summary of the main findings illustrated with key statistics produced at the latest within 48 hours after the end of the event. Such a review could be requested, for instance, on the coverage of a visit of the Commissioner to a specific country, the launch of a new initiative, a Council meeting, a press conference, etc.;
- Tracking and thematic report: a report that tracks the coverage of a subject over time. This type of report is produced at regular intervals (one month, six months and one year, unless otherwise agreed with the DG). It can cover one particular country or the EU;
- Transcripts of radio and TV broadcasts in the original language on an ad hoc basis and upon request of the DG.

Raising awareness and placement of articles or audio-visual products

- Contacting and liaising with media and press associations (in the relevant language), developing contacts and activities designed to ensure a steady flow of timely information between the Commission and European media to alert them on topical issues and events of relevance to the DG;
- Promoting links with the media and press associations in the Member States with a view to disseminating information, pro-active and reactive communication advice for placements and actual placement of articles in international/national/regional/local press and publications (including online) across Europe;
- Distribution of press releases and other material to relevant written, audio-visual or online media and placing audio-visual material prepared by/in cooperation with the DG.

Support for the preparation of small-scale media events

- The organisation of small scale media events, such as press conferences and press breakfasts or other informal events (of maximum half a day) on European or national level (through the contractor's network of correspondents);
- Design the programme and identify the speakers, the relevant journalists and other invitees under the guidance of the DG;
- The preparation of a press pack under the guidance of the DG and multiply it for the distribution both to journalists and to speakers and other participants;
- Inviting speakers and journalists; on site assistance during the event; necessary arrangements for accommodation of speakers, journalists and other invitees, and provisions of meals, renting facilities and transport. The contractor will also ensure the provision of interpretation, if necessary;
- Quantitative and qualitative media coverage of the event.

Organisation of press trips for journalists to EU institutions or in Member States

- The preparation, organisation and provision of information events for journalists. The groups can vary between less than 10 and up to 30 journalists. The groups can comprise representatives of written, audio-visual (AV) and online media, while the contractor ensures that the needs of audio-visual media are met;
- Design the event media programme, under the supervision of the DG.

A number of optional services can apply such as the renting of a venue, transport, catering, etc.

Web

The contractor will assist the Commission (and DG Justice in particular) with the development and implementation of a vision for the web presence of DG Justice, encompassing an integrated approach to web content creation and management and a multi-channel distribution strategy. The contractor will assist the Commission in developing and managing both internet and intranet sites. DG Justice is responsible for a cluster of related thematic sites on Europa and for the DG Justice intranet. External web content may be delivered to platforms other than Europa such as social media channels. Implementation will include the creation and management of web content using both classic desktop and mobile technologies.

DG Justice maintains editorial control of all Justice-related web activities. Its main Europa presence is currently built around the Justice Europa thematic site. (see: (http://ec.europa.eu/justice/index_en.htm)). DG Justice also operates an active social media policy, mainly on Facebook, Twitter and YouTube/EU Tube.

Cooperation between different thematic sites on Europa and with top level Europa pages managed by the Directorate General for Communication is likely to increase in the coming years, so contractors should be prepared to collaborate with different Commission services when developing and managing web content.

New web content, sub-sites, web sections, web applications, etc. will be developed within the context of the Directorate General's overall communications vision. The contractor will therefore work closely with the central web team on all tasks covered by this contract. The contractor will also be expected to collaborate with individual operational units of the Commission for specific types of content development.

In view of the rapid pace of web developments, the contractor should be able to adapt to changing web technologies, trends and standards over the duration of this contract. Current content management technologies used by the Commission may change during the validity of this contract so contractors should be ready to work with a range of leading web content management systems.

Web management

The contractor will provide advice and analyses for web management projects. The contractor may be required to advise on any or all of the following (list not exhaustive):

- Customer needs and user experience and the implications for well-designed user-interfaces on websites;
- Task-oriented website design;
- Information architecture: optimal structures, search and navigation systems for efficiently managing complex web information and for facilitating user research in the most ergonomic way;
- Strategies for managing and analysing social media actions and for promoting reach and engagement; tools and technologies to assist social media strategy;
- Web marketing: search engine optimisation, website promotion, web advertising, use of social media, blogging, email campaigns, etc.;
- Use of cloud computing options, software-as-service solutions;
- Analysing emerging trends in web technology, including (but not limited to) HTML5 and CSS3.

Web content

The contractor will assist the Commission in developing new web content or editing and revising existing content to a high standard and in compliance with standards required by the Commission's Information Providers' Guide (ec.europa.eu/ipg).

The creation of web content covered by this contract includes development of material for a range of purposes and targeting different audiences including information on EU activities generally, information for Commission staff to assist work efficiency and staff social integration, user-engagement and involvement including facilities for user-generated content (consultations, surveys, online chats, virtual conferences, hangouts, etc.).

It also covers events (conferences, workshops, meetings, award ceremonies), transactional sites and dynamic applications permitting such functions as search and retrieval and content sharing from different sources.

General conditions for creating and editing web content

The contractor will comply with the Commission's technical web environment and will respect the Commission's Information Providers' Guide (IPG). This imposes strict obligations to respect common web accessibility and usability standards (Web Content Accessibility Guidelines 2.0, level AA) (see: http://ec.europa.eu/ipg/standards/accessibility/index_en.htm).

The contractor will apply required technical checks (compliance with W3C standards and with most used technical platforms and browsers, see recommended validity checks: http://ec.europa.eu/ipg/quality_control/tools_services/index_en.htm).

The contractor must also respect the guidelines established by the Commission for mobile websites and applications if available.

In rare cases, deviations from the IPG may be permitted but only with the prior agreement of the Commission.

The contractor will respect the security and performance requirements, technical rules and standards of the Commission (as defined by DG DIGIT).

All new content development will involve close collaboration with the central web team and/or with Commission operational units directly concerned with the subject matter in question.

The Commission will acquire the IPR of all new web content delivered under this contract unless the Commission explicitly agrees to exceptional copyright or IPR conditions.

New content will be properly documented to a high standard so that Commission staff may take over the management of the material concerned. Where required, Commission web personnel will be trained in the use of tools or systems developed by the contractor.

Working methods for content development and integration

- New web products will be presented to DG Justice for approval through an iterative process of wireframes, mock-ups, working models and/or HTML prototypes.
- New web content should be accompanied by high-level technical documentation sufficiently detailed to allow the central web team to maintain or further develop the content.
- DG Justice maintains the Justice Europa thematic website using Documentum, the Commission's current corporate system for content management. The contractor will integrate new web content on Europa using Documentum. However, the Commission's corporate CMS may be changed in the course of the current Framework Contract to a customised/restricted Drupal platform. The contractor should therefore be able to work within a range of market-leader CMS systems – including those mentioned above - during the period of the FWC.

The following tasks are required for the production or editing of web content:

- Usability analysis of new or existing web material: user testing or heuristic review of particular sites or sub sites;
- Producing new digital content in any format: including standard web pages, games, videos, illustrations, widgets or animations to a high standard and respecting all Commission web standards. Web texts will be produced and written respecting principles of clear writing and accepted standards of web editorial styles. Textual content will be written to native speaker standard in any official EU language;

New content development should be approached with a view to editorial coherence of the overall web presence of DG Justice, and not as the creation of stand-alone projects (unless this is specifically requested by the Commission). This will require the contractor to acquire a wide familiarity with the overall web strategy and presence of the Directorate General.

- Redesigning the information architecture of all or parts of the Justice website or intranet enabling users to find information efficiently and complete tasks. Information architecture should create optimal content structures, search and navigation systems and underlying taxonomies and metadata schema.

Normally, development and integration of new web content will conform to the existing information architecture of host websites. However, significant new content development may require adaptations to or redesign of the existing information architecture.

- Translating web content in any format into any of the EU's official languages to native speaker standard to ensure functioning multilingualism of websites in line with the existing language strategy of the Justice Europa site or the intranet;
- Developing dynamic applications and services, including systems for reutilisation of content from different sources, content manipulation including dynamic display, search and retrieval, use of databases, scripts, web services, application programming interfaces, etc.;
- Advising on the use of appropriate technical tools and platforms for new content development or for revision of existing content. Technical solutions will normally be limited to Commission corporate platforms and to tools approved by DG DIGIT, the Commission's IT services. The contractor may nonetheless be required to advise on which of these approved tools to use in certain circumstances and may also be required to assist in adapting/migrating content to new tools;
- Developing mobile applications and mobile versions of websites in line with the Commission's recommended policies and guidelines;
- Hosting certain web content for transitional periods. Normally all Commission websites are hosted on the Europa server and related technical systems will be hosted by the Commission's Data Centre. However, some web content may exceptionally need to be hosted externally on a temporary basis. The contractor should have in-house server infrastructure for demo purposes to be maintained at its cost;
- Developing and managing online content hosted on a range of web platforms beyond the Commission's own web infrastructure (examples: Facebook, Twitter, Wikipedia, Google plus, blogs and similar). This may include development and placing of content on specific sites and the design of business accounts/channels on social media sites for the Commission;
- Organising and managing interactive online services such as chats, virtual conferences, hangouts or web-streaming.

Publishing

The contractor will assist the Commission with the following tasks (list not exhaustive):

- Publishing digital content in any format to web pages, subsections or sub sites, regardless of how or by whom this content was originally produced. Occasionally, the contractor may be required to integrate onto Justice websites material in various formats which has been produced by other providers.

- Integrating or consolidating new content with existing websites or incorporating and updating legacy content from older sites;
- Design of new templates or redesign of existing templates; templating content for publication, applying technical and editorial quality control, ensuring compliance with required standards, proofreading, etc.

The Commission's web content management systems will normally be used for publishing to Europa. Currently, the CMS in use at DG Justice is for Europa sites Documentum and Sharepoint for the intranet but this may change during the period of validity of this contract.

Migrating, editing, updating and archiving

The contractor will assist the Commission in updating and revising outdated web material, migrating content between various web systems and in archiving obsolete web content, including any or all of the following tasks (list not exhaustive):

- Revising online content in any format (text, visuals, multimedia, etc.) or for different audiences; updating to more modern formats in line with new web trends;
- Migrating content from older websites, sub sites or databases (which may be based on a variety of platforms) to new locations or new technology platforms;
- Updating content and links on a routine basis, inserting changes requested by the Commission, adjusting all language versions of the content;
- Archiving obsolete material: pre-announcement before archiving, relocation, identification of the sites/pages pointing (referrers) to the site, post announcement, and co-ordinate end-of-site event, making backups and archiving of site contents, removal of site from online production environment, setting in place redirections.

Web marketing

The contractor will assist the Commission in marketing its websites, or promoting certain Commission activities using web-based information, including any or all of the following tasks (list not exhaustive):

- Developing digital marketing and promotion strategies to extend the reach and impact of the Commission's online communications activities;
- Statistical analysis and web metrics and their exploitation for the continual improvement of website efficiency, for improving user-experience and for identifying gaps in online communications reach;
- Elaboration of online communications plans based on web metrics, search engine optimisation, marketing intelligence and latest trends in web marketing and social media use;
- Implementing online promotional campaigns to improve website visibility and reach, including online advertising, email marketing, mobile apps; social media, designing business accounts/channels on social media sites.

Training web publishers

DG Justice maintains its websites with the support of a number of designated web publishers assisting the central web team. The contractor will be required to provide basic training in the use of the content management system used by DG Justice, and more specifically, in the methodology of managing content on the Justice Europa website.

Training may include courses of one day for beginners, shorter refresher courses for more experienced publishers, or courses limited to managing new types of content or to new techniques introduced to the Justice Europa website.

Standard training practices should be observed: (short and concise) training manuals and support material, feedback and review systems, etc. The trainings will be on Commission premises.

I.4. Nature of the contract

A single framework contract will be concluded with the winning tenderer.

The model framework contract applicable in this instance is reproduced in Annex 5; the tenderer hereby declares that he accepts this model contract, which he will be obliged to take into account when preparing his bid.

The tenderers' attention is drawn to the fact that the framework contract does not constitute an order in itself but merely seeks to lay down the legal, financial, technical and administrative provisions governing the relations between the contracting parties during the period of validity of the contract. Orders may be placed solely on the basis of specific contracts in accordance with the provisions of Annex III of the Framework Contract.

Signature of the framework contract does not commit the Commission to placing orders and does not give the contractor any exclusive rights to the services covered by the framework contract. In any case, the Commission reserves the right, at any time during the framework contract, to cease placing orders without the contractor thereby having the right to any compensation.

I.5. Orders for work

The services which may be requested will, as and when the need for them arises, be the subject of a written request from the Commission for which the contractor will be required to submit a detailed quote to be drawn up on the basis of the price schedule. On the basis of the bid submitted by the contractor, a specific contract, signed by a person authorised to act on behalf of the Commission, will be formally concluded

I.6. Duration of the Framework Contracts

The duration of the framework contract will be one year from the date of signature. The contract shall be renewed automatically up to 3 times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other, in accordance with the provisions set out in the model framework contract in Annex 5.

In the context of the execution of this contract, the Commission reserves the right to apply Article 134.f) of Commission Delegated Regulation (UE n° 1268/2012¹ permitting use of a negotiated procedure for additional contracts consisting in the repetition of similar services or works entrusted to the contractor, provided that the subject of the contract conforms to the present specifications.

I.7. Place of performance of the Framework Contract

As a general rule, the services that may be placed with contractors under this procedure will, by their nature, be rendered on the contractor's premises and, occasionally, on the Commission's premises in Brussels (Belgium) and Luxembourg (Luxembourg), in the premises of the agencies or cover part or all the Member States. They may also cover third countries.

¹ Commission Delegated Regulation (EU) No 1268/2012 of 29 October 2012 on the rules of application of Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union

I.8. Indicative contract amount

The total indicative amount over the four-year period is EUR 21,000,000.

II. INFORMATION ON TENDERING

II.1. Participation

Participation in this tender procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties and to all natural and legal persons in a third country which has a special agreement with the Union in the field of public procurement on the conditions laid down in that agreement.

Where the Multilateral Agreement on Government Procurement² concluded within the WTO applies, the participation to the call for tender is also open to nationals of the countries that have ratified this Agreement, on the conditions it lays down.

II.2. Contractual conditions

In drawing up his offer, the tenderer should bear in mind the provisions of the draft contract attached to this invitation to tender (Annex 5) particularly those on payments, performance of the contract, confidentiality, and checks and audits. Any limitation, amendment or denial of the terms of contract will lead to automatic exclusion from the procurement procedure.

The Commission may, before the contract is signed, either abandon the procurement procedure or cancel the award procedure without the tenderers being entitled to claim any compensation.

II.3. Joint Tenders (if applicable)

A joint tender is a situation where a tender is submitted by a group of economic operators (consortium). Joint tenders may include subcontractors in addition to the joint tenderers.

Tenders can be submitted by groupings of service providers/suppliers who will not be required to adopt a particular legal form prior to the contract being awarded. However, the Commission will require the grouping:

- Either to have the contract sign by all members of the grouping. In this case, one of them will be responsible for the receipt and processing of payments for members of grouping, for managing the service administration and for coordination of the contract; or
- to have the contract sign by a team leader, which has been duly authorised by the other members to bind each of them (a power of attorney will be attached to the contract according to the template provided by the Commission).

In addition, the composition and constitution of the grouping, and the allocation of the scope of tasks amongst the members, shall not be altered without the prior written consent of the Commission which can be withheld at discretion.

II.4. Liability of members of a group

Partners in a joint offer assume joint and several liability towards the Commission for the performance of the contract as a whole.

Statements, saying for instance:

- That one of the partners of the joint offer will be responsible³ for only one part of the contract and another one for the rest, or

² See http://www.wto.org/english/tratop_e/gproc_e/gp_gpa_e.htm

- That more than one contract should be signed if the joint offer is successful are thus incompatible with the principle of joint and several liability. The Commission will disregard any such statement contained in a joint offer, and reserves the right to reject such offers without further evaluation, on the grounds that they do not comply with the tendering specifications.

II.5. Subcontracting

Subcontracting is permitted in the tender but the contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole.

If the tenderer intends to subcontract part of the service, he shall indicate in his offer which part will be subcontracted and to what extent (% of the total contract value).

Tenderers must ensure that Article II.7 of the contract (Annex 5) can be applied to subcontractors.

Tenderers must give an indication of the proportion of the contract that they intend to subcontract.

Tenderers are required to identify all subcontractors.

During contract execution, the change of any subcontractor identified in the tender will be subject to prior written approval of the Contracting Authority.

³ not be confused with distribution of tasks among the members of the grouping

III. STRUCTURE AND CONTENT OF THE TENDER

III.1. General

Tenders must be written in one of the official languages of the European Union.

Tenders must be clear and concise, with continuous page numbering, and assembled in a coherent fashion (e.g. bound or stapled, etc.). Since tenderers will be judged on the content of their written bids, they must make it clear that they are able to meet the requirements of the specifications.

III.2. Structure of the tender

All tenders must include three sections:

- 1) Administrative information and documents related to the exclusion and selection criteria;
- 2) Technical proposal;
- 3) Financial proposal.

III.2.1. Section One: administrative proposal

a) Administrative information

This section must provide the following information:

- **Cover letter**

The tender must include a cover letter presenting the name of the tenderer (including all entities in case of joint offer) and identified subcontractors if applicable, and the name of the single contact person in relation to this tender.

Tenders must be signed by the tenderer or his duly authorised representative. In case of a joint tender, the cover letter must be signed by a duly authorised representative for each tenderer, or by a single tenderer duly authorised by other tenderers (with power of attorney).

If applicable, the cover letter must indicate the proportion of the contract to be subcontracted.

Subcontractors must provide a letter of intent stating their willingness to provide the service foreseen in the offer and in line with the present tender specification.

- **Legal Entities**

In order to prove their legal capacity and their status, all tenderers and identified subcontractors must provide a signed Legal Entity Form with its supporting evidence.

However, the subcontractor(s) shall not be required to fill in or provide those documents when the services represent less than 20% of the contract.

The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm

Tenderers must provide the following information if it has not been included with the Legal Entity Form:

- For legal persons, a legible copy of the notice of appointment of the persons authorised to represent the tenderer in dealings with third parties and in legal proceedings, or a copy of the publication of such

appointment if the legislation which applies to the legal entity concerned requires such publication. Any delegation of this authorisation to another representative not indicated in the official appointment must be evidenced.

- For natural persons, where applicable, a proof of registration on a professional or trade register or any other official document showing the registration number.

- **Financial identification**

The tenderer (or the single point of contact in case of joint tender) must provide a Financial Identification Form and supporting documents. Only one form per offer should be submitted (no form is needed for subcontractors and other joint tenderers). The form is available on:

http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm

Remark: Tenderers that are already registered in the Contracting Authority's accounting system (i.e. they have already been direct contractors) must provide the form but are not obliged to provide the supporting evidence.

- b) **Information regarding exclusion and selection criteria:**

For the exclusion criteria the tenderer is requested to submit:

1. Declaration by the Tenderer relating to the exclusion criteria (see IV.1)
2. Documents certifying economic and financial capacity (see IV.2.1)
3. Proof of technical and professional capacity (see IV.2.2)

III.2.2. Section Two: Technical proposal

This technical section is of great importance in the assessment of the bids, the award of the contract and the future execution of any resulting contract.

The technical offer must cover all aspects and tasks required in the technical specification and provide all the information needed to apply the award criteria. Offers deviating from the requirements or not covering all requirements may be excluded on the basis of non-conformity with the tender specifications and will not be evaluated.

III.2.3. Section Three: Financial proposal

All tenders must contain a financial proposal **composed of two parts, as follows:**

(i) the price table regarding the case study in annex 1; and

(ii) the Price Schedule (Annex 4), to be filled in by the tenderer. This will constitute the future contractual basis for the pricing for the specific contracts. In this regard, it will be an integral part of Annex II (contractor's Tender) of the framework contract. Accordingly, this document must be completed in full and signed by a person able to engage the bidder financially. Any incomplete tender will be excluded from the evaluation procedure.

The tenderer's attention is drawn to the following points:

- Prices must be quoted in **euros**, including the countries which are not in the euro-area. As far as the tenderers of those countries are concerned, they cannot change the amount of the bid because of the evolution of the exchange rate. The tenderers choose the exchange rate and assume all risks or opportunities relating to the rate fluctuation.

- **Prices must be quoted free of all duties, taxes and other charges, including VAT**, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the privileges and immunities of the European Union. The amount of VAT may be shown separately.

III.2.4. Price indexing

Unit prices must be fixed and not subject to revision for orders placed during the first year of performance of the framework contract.

In the event of the contract being extended, and for the first time from the date of the first extension, part of each unit price (80%) may be revised upwards or downwards, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. Requests will be placed on the basis of the unit prices in force on the date on which they are signed. Such prices are not subject to revision.

Such revision must be determined by the trend in the harmonised consumer price index MUICP (euro zone) published for the first time by the Office for Official Publications of the European Communities in the Eurostat Monthly Bulletin - Economy and Finance, according to the following formula:

$$Pr = Po \left(\frac{Ir}{Io} \right)^{0,2+0,8 \frac{Ir}{Io}}$$

where

Pr = revised unit price;

Po = unit price in the original tender;

Io = index for the month of the final date for submission of tenders;

Ir = index for the month during which the request for indexing was issued.

IV. ASSESSMENT AND AWARD OF THE CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the contract, which will concern only admissible bids, will be carried out in three successive stages.

The aim of each of these stages is:

- 1) to check on the basis of the exclusion criteria whether tenderers can take part in the tendering procedure;
- 2) to check on the basis of the selection criteria the technical and professional capacity and economic and financial capacity of each tenderer;
- 3) to assess on the basis of the award criteria each bid which has passed the exclusion and selection stages.

Only tenders meeting the requirements of one step will pass on to the next step.

IV.1. Exclusion criteria

All tenderers shall provide a declaration on their honour (see Annex 2), duly signed and dated by an authorised representative, stating that they are not in one of the situations of exclusion listed in the Annex 2.

The declaration on honour is also required for identified subcontractors whose intended share of the contract is above 20%.

The successful tenderer shall provide the documents mentioned as supporting evidence in Annex 2 before signature of the contract and within a deadline given by the contracting authority. This requirement applies to all members of the consortium in case of joint tender

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by the Directorate-General for Justice, provided that the documents are not more than one year old starting from their issuing date and that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.2. Selection criteria

Tenderers must prove their economic, financial, technical and professional capacity to carry out the work subject to this call for tender.

The evidence requested should be provided by each member of the group in case of joint tender and identified subcontractor whose intended share of the contract is above 20%. However a consolidated assessment will be made to verify compliance with the minimum capacity levels.

The tenderer may rely on the capacities of other entities, regardless of the legal nature of the links which it has with them. It must in that case prove to the Contracting Authority that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

IV.2.1. Economic and financial capacity criteria and evidence

In order to prove their economic and financial capacity, the tenderers (i.e. in case of joint tender, the combined capacity of all members of the consortium and identified subcontractors) must show that their annual consolidated turnover exceeds 4,500,000 EUR (average for the past three years).

The following evidence should be provided:

- the completed "Simplified balance sheet" and "Simplified Profit & Loss Account" completed for the last 3 years (Annex 3 must be completed),
- copy of the profit & loss account and balance sheet for the last 3 years for which accounts have been closed,
- Failing that, appropriate statements from banks,
- If applicable, evidence of professional risk indemnity insurance.

If, for some exceptional reason which the Contracting Authority considers justified, a tenderer is unable to provide one or other of the above documents, he or she may prove his or her economic and financial capacity by any other document which the Contracting Authority considers appropriate. In any case, the Contracting Authority must at least be notified of the exceptional reason and its justification in the tender. The Commission reserves the right to request any other document enabling it to verify the tenderer's economic and financial capacity.

Remark:

The tenderers will be waived of the obligation to submit the documentary evidence mentioned above if such evidence has already been submitted for the purposes of another procurement procedure launched by Directorate General Justice, provided that the documents are not more than one year old starting from their issuing date and

that they are still valid. In such a case, the tenderer shall declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, specifying the reference of the call for tender for which the documents have been provided, and confirm that no changes in his situation have occurred.

IV.2.2. Technical and professional capacity

The tenderer must satisfy the criteria listed below. If he is unable to satisfy all the criteria himself, he may form a group or consortium of companies or use subcontractors. In such cases, one of the tenderers must be designated as the main contractor.

Criterion 1

Have expertise in and a minimum of five years' experience of managing transnational and multilingual information and communication projects.

Criterion 2

Have expertise in and a minimum of five years' experience in creating communication products and promotional material in several languages (at least 3) aimed at several countries.

Criterion 3

Have expertise in and a minimum of five years' experience in producing professional commercial and informative videos in several languages (at least 3).

Criterion 4

Have expertise in and a minimum of five years' experience in creating and managing websites including content in several languages (at least 3).

Criterion 5

Have expertise in and a minimum of five years' experience of organising conferences (with at least 300 participants)/seminars/working group meetings in several countries and several languages (at least 3) including organising invitations, registration, transport, accommodation and meals for participants.

Have expertise in and a minimum of five years' experience of organising other kinds of events (competitions, exhibitions, road shows, etc.) in several countries and several languages (3 at least).

Criterion 6

Have the professional capacity to perform the requested services (described above in section I.3 – Description of tasks):

Proven experience of the team proposed by the tenderer:

Project director/senior consultant – 10 years minimum as director

Project coordinators – 7 years minimum as project coordinator in communications

Junior consultants – 5 years minimum as a consultant in communications

Criterion 7

Have the linguistic skills needed to perform the requested services (described above in section I.3 – Description of tasks) in all the official languages of the European Union and of the EFTA/EEA countries, the candidate countries and, possibly, other countries.

Proven experience of the translators/interpreters: diploma of translation/interpretation and 5 years minimum in interpreting/translating communications or institutional projects

Means of proof to be provided:

The items listed below must be provided as means of proof for the listed criteria.

Tenders from groups (or consortia) or including subcontractors must specify the title, role and experience of each of the members of the group (or consortium) or each subcontractor.

For criteria 1 to 5

The tenderer must submit the following items:

- A list of the main clients and the main services provided during the last five years, indicating the value, the date and the public or private recipient of these services.
- Examples of work relating to criteria 1 to 5 and produced over the last three years. If this work was partly produced by members of a group (or consortium of companies) or by subcontractors, the tenderer must clearly indicate the role and contribution of everyone involved. The projects referred to must include the name of a contact person who can, if necessary, vouch for the existence of the services.

For criterion 6

The tenderer must submit the following items:

- A list of the material and technical equipment at his disposal for performing the proposed services.
- A list of the services that the tenderer intends to carry out directly and those which may be subcontracted.
- Where necessary, the identity and description of the subcontractors already selected by the tenderer and who may be used for certain types of work.
- The CVs of the staff designated by the tenderer to perform the proposed services. They should follow the Commission's recommendation on a common European format for CVs.
- An indication of the tenderer's average annual workforce during the last three years.
- A description of the means that the tenderer has at his disposal to ensure quality control of the work he performs.

For criterion 7

The tenderer must demonstrate his ability to work in the languages of the European Union and, if necessary, his ability to rapidly mobilise the resources necessary to perform the proposed services in all the official languages of the European Union and of the EFTA/EEA countries, the candidate countries and, possibly, other countries. In order to demonstrate this ability, he must supply examples of work already produced in languages other than his own.

IV.3. Award Criteria

The award criteria are comprised of:

- 1) General presentation of the offer - understanding of tasks and scope of services offered; approach for managing the tasks and teams (28 points);
- 2) the analysis of the replies to the case study⁴ in annex 1 for which tenderers should outline their proposed approach, quality of deliverables, effectiveness of quality controls and allocation of resources (72 points in total of which 12 points for each Task from A to F);
- 3) the budget for the case study, which should be as detailed as possible (the figures must tally with the price schedules). All prices should be indicated in euros and exclusive of taxes and duties;
- 4) Price Schedule to compare the financial offers.

IV.3.1 Quality of the tender

A total of at least 75 points will be required for qualitative approach. Tenderers not obtaining a minimum of 75 points under the qualitative approach will not be taken into consideration for awarding the contract.

IV.3.1.1 Information relating to understanding of tasks and scope of services offered, approach proposed for the management of tasks and teams

⁴ The case study does not in any way prejudice the services which the contractor(s) may be required to provide.

Tenderers should describe in their offer their understanding of the services to be provided and the work necessary to be performed to implement tasks foreseen in section I.3. The tenderer will also identify the main challenges for the provision of services in relation to communication activities.

The tenderer must demonstrate the methodology for producing high quality, consistent and timely outputs under all tasks. The tenderer should clearly explain how the work inside the tenderer's company will be organised, i.e. whether separate team(s) will be created and how team(s) and the project coordinators will cooperate. In case of joint tenders (see section II.3) the tenderer should describe how the tasks will be allocated between the members of the group (consortium) and/or subcontractors and how the work and management will be organised in relation to the tasks defined under section I.3.

The tenderer should describe the approach and define a system for the communication with the Commission's services, including administrative and financial issues in managing the framework contract.

Tenderers should describe the methods and systems they intend to use to guarantee high quality standards for the deliverables of the services provided in managing the framework contract.

This part of the offer should not exceed fifteen pages.

No	Qualitative award criteria	Weighting (maximum points)
1	Approach: <i>understanding of the nature of the assignment, its context and the results to be achieved.</i>	8
2	Methodology/Work organisation: <i>The relevance of the methodology for producing high quality, consistent and timely outputs under all tasks.</i> <i>The quality of the strategy for organising and coordinating the work within tenderer's company and between the members of the group, in particular details of the structure proposed to manage the tasks and details of the proposed administrative and co-ordination support.</i> <i>Soundness of the proposed internal system for validation of deliverables.</i> <i>Effectiveness of the proposed system for the communication with the Commission's services in managing the framework contract</i>	20
TOTAL		28

IV.3.1.2 Case Study

- **Task A – Strategy and campaign development**
- **Task B – Social media campaign**
- **Task C – WEBpage**
- **Task D – Video**
- **Task E – Printed material (leaflet and factsheets)**
- **Task F – Organisation of 5 high level conferences**

For tasks A to E the qualitative criteria and weighting will be as follows:

No	Qualitative award criteria	Weighting (maximum points)
1	Quality, relevance and functional characteristics (readability and accessibility of the products, consistency of the products with the target audience) of outputs and deliverables.	6
2	Allocation of human resources and rational use of resources (consistency of the budget proposal, cost-efficiency).	2
3	Correctness of the text type, grammar and syntax, terminology and style.	2
4	Effectiveness of quality control system and of the processes for managing deadlines	2
TOTAL		12

For Task F the qualitative criteria and weighting will be as follows:

No	Qualitative award criteria	Weighting (maximum points)
1	Soundness of the proposed approach and quality of the organisation of the conferences	6
2	Allocation of human resources and rational use of resources (consistency of the budget proposal, cost-efficiency).	3
3	Effectiveness of quality control system and of the processes for managing deadlines	3
TOTAL		12

To enable the Commission to assess the bids, each tenderer must, for each of tasks under the case study:

- describe the methods that he intends to use to ensure that the work is of a high quality and carried out in a timely manner, whether it is carried out by himself, by subcontractors or by other members of the consortium;
- where appropriate, describe the methods that he intends to use to organise and monitor to the best of his ability the work of subcontractors or other members of the consortium;
- describe the methods that he intends to use to enable him to work on a regular basis in countries other than his own and in languages other than his mother tongue, in particular describe how/if he intends to work with a partner network;
- describe the methods that he intends to use to work as closely as possible with the Commission in Brussels.

IV.3.2 Price

The contract will be awarded to the tender which offers the **best-value-for-money**.

The price/quality ratio for each tender will be calculated by using the following formula:

$(0.5 \times \text{quality points}) + (25 \times \text{lowest price of case study/price offered for case study}) + (25 \times \text{lowest price of price schedule/price offered for price schedule})$

On the basis of the price schedule, tenderers should provide a price for the case study using the table provided in annex 1. The price must be quoted in euro (without VAT).

For the calculation of the best value-for-money, the lowest price of a tenderer who has obtained the minimum required quality points will be taken into the consideration.

Remarks:

Tenderers' attention is drawn to the fact that the Commission will be in a position to make a proper assessment of the tenders on the basis of the above qualitative criteria only if they contain full particulars relating to all aspects of this specification. Lack of detail and vague and perfunctory information will be penalised.

As the tenders will be evaluated on the basis of the quality of the services proposed, they should fully explore all the points included in this specification so as to obtain the best possible mark.

Simply repeating the guidelines given in the specification of this invitation to tender without going into detail or expanding on them will result in a very poor mark.

Furthermore, if any essential points of this specification are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant quality award criteria.

V. INFORMATION FOR TENDERERS

The Commission will inform tenderers of decisions reached concerning the award of the contract, including the grounds for any decision not to award a contract or to recommence the procedure.

VI. ANNEXES

1. Case study and price table.
2. Declaration by the Tenderer (relating to the exclusion criteria).
3. Simplified balance sheet Form + profit & loss account Form.
4. Price Schedule (cannot be modified, but must be completed).
5. Draft Framework Service Contract.

ANNEXES

ANNEX 1 – CASE STUDY

Background

The European Commission will organise a "Know your rights" communication campaign which will take place in Brussels and 4 other European capitals (Rome, Vilnius, Paris and Berlin) over one year. The aim of the campaign is to increase awareness of rights for EU citizens. The main platform of the campaign will be a campaign webpage. Five high level conferences will be organised. The conferences will host 500 participants at each event including: researchers, students, European politicians, activists, and journalists from EU member states to raise public awareness of EU rights.

These events will provide an opportunity to facilitate discussion between European officials and citizens. An online social media platform through various media outlets will also be created for participants to engage in a dialogue during and after the event. Factsheets and other relevant publications in the 24 EU official languages will be produced for distribution to the participants and to larger audiences. A webpage hosted by the Europa website will be created for the conference.

The reference documents for this event include: the EU Citizenship Report.; EU citizens' rights as spelled out in Part Two of the Treaty on the Functioning of the European Union; also enshrined in Chapter V of Charter of Fundamental Rights of the EU and our recent publication: [Did you know? 10 EU rights at a glance](#)

We ask the tenderer:

- to define the approach, key challenges, key objectives and key elements of the proposed **communication campaign** and to sketch out its main messages, slogans, and **visual approach**. The proposal should not exceed 5 pages in length, (task A);
- to sketch out the main messages of social media presence, make use of infographics, by taking into account the visual identity of the European Commission, (task B);
- to create a webpage in EN, hosted by the **Europa website**. This tool will generate an electronic newsletter on EU rights , during and as a follow-up to the campaign, with the following components (task C):
 - a welcome page and appropriate url;
 - the editorial content including success stories;
 - useful links and information i.e. Europe Direct;
 - a forum section (interactive);
 - a 'What's new?' section, updated automatically or semi-automatically by data updates;
 - a search function;
 - a connection to social media and twitter feeds on main pages;

The Information Providers' guide http://ec.europa.eu/ipg/index_en.htm is to be respected.

The tenderer should set out in detail how the site will be put together, including design and technical angles and how it will be fed and maintained.

The study must contain, among other things, a paper dummy (in colour) of each page, a diagram of the structure and a description of the data handling and storage.

- an audio-visual production on "Know your rights" suitable for a generally young audience, punchy, with clear language, maximum one-minute long (task D);
- to draft **printed material** (task E), including:

- a promotion leaflet in EN with the main highlights of the conference including the detailed programme.
 - a maximum two-page A4-format factsheet highlighting the main Justice policies and to promote the achievements of the Directorate-General for Justice from 2010-2014, in EN, FR, DE, IT, LT.
- to organize all one-day **event** logistics (task F), including:
 - finding and securing of appropriate event locations (the hall for 500 participants);
 - prior registration of participants;
 - booking travel and hotel accommodation for invited guests (50 guests per event) from the EU;
 - all event-related matters including registration of all participants at event;
 - English, French and German interpretation from and to the host country languages;
 - catering (2x coffee break and lunch) for all participants.

Tenderers must also clarify the quality management process, team composition and management, planning and budget for this entire project.

Tenderers must submit a detailed **financial proposal** including all the tasks requested in the case study on the basis of the prices detailed for all services in the price schedule (annex 4) using the following format (see table below). Please insert additional lines in the table if more are necessary to specify the needed staff or other items (equipment, materials, etc.).

Tenderers must provide the fees for each professional profile. These personnel fees must be fixed and include all costs (project management, quality control, training of the contractor's staff, support resources, etc.) and all expenditure (management of the firm, secretariat, social security, salaries, etc.) incurred directly and indirectly by the contractor in performance of the tasks which may be entrusted to him.

For task F (organisation of 5 high level conferences), the tenderer should not include in the price component the ticket price for invited guests' travel, but must indicate only the management fee for organising this travel (see footnote 7).

<i>Price component</i>	<i>Unit price</i>	<i>Quantity</i>	<i>Total</i>
Task A – Strategy and campaign development			
Human resources			
Person X (role)			
Person Y (role)			
.....			
.....			
Other			
Item X			
Item Y			
.....			
.....			
Subtotal (task A)			
Task B – Social media campaign			

Human resources			
Person X (role)			
Person Y (role)			
.....			
.....			
Other			
Item X			
Item Y			
.....			
.....			
Subtotal (task B)			
Task C – WEBpage			
Human resources			
Person X (role)			
Person Y (role)			
.....			
.....			
Other			
Item X			
Item Y			
.....			
.....			
Subtotal (task C)			
Task D – Video			
Human resources			
Person X (role)			
Person Y (role)			
.....			
.....			
Other			
Item X			
Item Y			
.....			
.....			
Subtotal (task D)			
Task E – Printed material (leaflets and factsheets)			
Human resources			
Person X (role)			

Person Y (role)			
.....			
.....			
Other			
Item X			
Item Y			
.....			
.....			
Subtotal (task E)			
Task F – Organisation of 5 high level conferences			
Human resources			
Person X (role)			
Person Y (role)			
.....			
.....			
Other			
Item X			
Item Y			
.....			
Management fee for organising the travel of the invited guests			
Subtotal (task F)			
TOTAL (sum of subtotals A, B, C, D,E, F) FOR ALL FIVE CONFERENCES			

ANNEX 2

Declaration of honour on exclusion criteria and absence of conflict of interest

(Complete or delete the parts in grey italics in parentheses)
[Choose options for parts in grey between square brackets]

The undersigned (*insert name of the signatory of this form*):

in [his][her] own name (*for a natural person*)

or

representing the following legal person: (*only if the economic operator is a legal person*)

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or being wound up, is having its 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) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;
- f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (*Only for legal persons other than Member States and local authorities, otherwise delete*) declares that the natural persons with power of representation, decision-making or control⁵ over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

⁵ This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

➤ declares that [the above-mentioned legal person][he][she]:

- g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;
- h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) 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 award of the contract;
- j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

➤ acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties⁶ if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable, including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

⁶ As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

ANNEX 3

SIMPLIFIED BALANCE SHEET

Currency
Unit

	Year		
	N	N-1	N-2
Assets			
Fixed assets (a)			
Current assets (b = c+d+e)	0	0	0
of which:			
Stocks (c)			
Cash (d)			
Other current assets(e)			
Total assets (A = a+b)	0	0	0

Liabilities (B=f+g)	0	0	0
of which,			
Short term liabilities (f)			
Long term liabilities (g)			
Net assets (Own Funds) (C= A-B)	0	0	0

Name of the tenderer	
Legal representative' s name	
Signature	

ANNEX 3

SIMPLIFIED PROFIT & LOSS ACCOUNT

Currency
Unit

	Year		
	N	N-1	N-2
Operating income			
Operating expenses			
Gross operating profit/loss	0	0	0
depreciation			
Net operating profit/loss	0	0	0
Financial income			
Financial expenses			
Profit/Loss on ordinary activity	0	0	0
19. Extraordinary income			
Extraordinary expenses			
20. Profit tax			
21. Profit/Loss for the financial year	0	0	0

Name of the tenderer	
Legal representative' s name	
Signature	

ANNEX 4

Important remarks

Since specific contracts under the framework contract to be awarded will be concluded on the basis of the price schedules, this schedule, duly completed, dated and signed, must be attached to the tender.

The tenderer must complete the entire Price Schedule for the services and materials in question. Prices will be indicated in euros, excluding VAT. Only one amount should be indicated per unit.

Fixed coefficients have been introduced in the Price Schedule in order to evaluate the financial offers. These quantities are purely for evaluation purposes and have no bearing on the final framework contract.

The rates quoted in the Price Schedule will be flat-rate amounts covering all general expenses and the expenses associated with provision of the services, including third-party liability insurance and all compulsory insurance but excluding the travel and subsistence expenses of a contractor, which, where appropriate, will be reimbursed according to the rules on the reimbursement of expenses (Article II.16 in the model Framework Contract).

In the case of the travel expenses of the participants/guests attending an activity (meeting, conference, etc.), the contractor must, before the specific contract is signed, provide the Commission with a detailed estimate of travel expenses. The final billing will be done based on the price paid by the contractor (copy of a travel agency invoice to be provided with the final report) increased by a fixed amount⁷ by the participant to cover administrative costs as defined in the Price Schedule.

In order to avoid any conflict of interest, the travel agency which issues the travel tickets must be legally and financially separate from the contractor (or all members of the consortium, if applicable).

No modifications of the Price Schedule are allowed. Any modification may result in rejection of the tender.

Any product or services not foreseen in the Price Schedule or not yet foreseeable or available in the market, in particular in the field of IT or multimedia, might be requested by the Commission, which the contractor must propose at the most favourable market price. This proposal will be subject to agreement by the Commission.

Unless otherwise stated, all prices must include delivery of the products to the Commission in Brussels.

A paper or webpage to be written or translated means: 1500 characters without spaces.

⁷ This amount should cover coordination and communication with the travel agency regarding participants' travel tickets; arranging booking and purchasing of travel tickets; direct contact and communication with participants; processing changes and cancellation of travel tickets; confirming electronic or paper tickets; sending electronic or paper tickets to participants via e-mail or regular post; making arrangements for participants to collect their tickets at the airport/station of departure; handling any queries from participants and speakers regarding their travel itinerary.

Price Schedule

Company: _____

Surname and first name: _____

Date: _____

Signature: _____

All prices must be expressed VAT excluded.

Each incomplete or modified schedule will lead to exclusion.

Tenderers must fill in all boxes of the Price Schedule.

Task descriptions cannot be modified or deleted.

Tenderers cannot add additional tasks.

DG Justice has introduced fixed coefficients within the price schedule which will be used to evaluate the financial offers. These quantities are purely for evaluation purposes and have no bearing on the resultant framework contract.

Tenderers may not add handling fees or administration fees in case of services bought from third parties unless indicated in the price schedule.

Description	Coefficient	Unit price	Total
Staff			
Project director	70	... euros/person/day	
Project coordinator	100	... euros/person/day	
Junior consultant	50	... euros/person/day	
Media expert	50	... euros/person/day	

Marketing expert	100	... euros/person/day	
Secretary	30	... euros/person/day	
Art director	40	... euros/person/day	
Graphic designer	30	... euros/person/day	
Technical manager	50	... euros/person/day	
Web designer	50	... euros/person/day	
Web developer	40	... euros/person/day	
Journalist/copywriter/reporter	100	... euros/person/day	
Photographer	5	... euros/person/day	
Producer	8	... euros/person/day	
Director (video)	15	... euros/person/day	
Assistant director (video)	20	... euros/person/day	
Scriptwriter	15	... euros/person/day	
Video engineer	20	... euros/person/day	
Assistant video engineer	10	... euros/person/day	
Sound engineer	15	... euros/person/day	
Assistant sound engineer	5	... euros/person/day	
Director of photography	5	... euros/person/day	
Chief camera operator	10	... euros/person/day	
Senior technician (electrician or key grip)	10	... euros/person/day	
Off-line and online editor	5	... euros/person/day	
Electrician	5	... euros/person/day	
Stage designer	4	... euros/person/day	
Voice-over	4	... euros/person/day	
Dubbing artist	3	... euros/person/day	
Make-up artist	3	... euros/person/day	
Actor	3	... euros/person/day	
Extra	3	... euros/person/day	
Composer/sound artist	5	... euros/person/day	

Monitoring media coverage of an event ⁸	10	...euros/person/day	
Transcript of even proceedings in EN/FR/DE	10	...euros/person/day	
Interpreter	200	...euros/person/day	
Translation			
from EN, FR into EN, FR	500	...euros/page	
from EN, FR into another language	300	...euros/page	
from another language into EN/FR	200	...euros/page	
from another language into another language	100	...euros/page	
surcharge for an urgent translation (24 hours)	50euro/page	
Music			
Original music score, all rights assigned	5	... euros/day	
Background music, all rights assigned	100	...euros/minute	
Negotiating music reproduction and distribution rights with the publisher ⁹	50	... euros/person/day	
Equipment			
Production equipment (filming , sound, lights)	10	... euros/day	
Post-production equipment (e.g. editing suit hire)	10	... euros/day	
Supplies			
. Laptop computer with modem	5	... euros/day	
. DV CAM player-recorder	5	... euros/day	
. Hand-held microphone	5	... euros/day	
. Clip-on microphone	10	... euros/day	
. Basic sound reproduction equipment			

⁸ Monitoring media (press, web, TV channels and radio stations) throughout an event and sending a report afterwards.

⁹ This heading will also be used for payment of music distribution rights, which will therefore be calculated in the equivalent of "euros/person/day".

	10	... euros/day	
Correction of written style ¹⁰	25	... euros/page	
Adaptation of a text ¹¹	20	... euros/page	
Proof-reading	40	... euros/page	
Design or adaptation of a graphic charter for the publications and the publicity material			
. design of a new graphic charter	50	... euros/unit	
. adaptation of an existing graphic charter	30	... euros/unit	
Quantitative monitoring of coverage of a specific subject by the press and on-line press	20	... euros/person/day	
Qualitative monitoring of coverage of a specific subject by the press and on-line press (analysis of the development of the issues covered, analysis of the standpoint of opinion formers and of the media, etc.)	25	... euros/person/day	
Acquisition of royalty-free photos	100	... euros/unit	
Page layout from electronic original (first language version)			
. A6 format	25	... euros/unit	
. A5 format	25	... euros/unit	
. A4 format	75	... euros/unit	
. A3 format	50	... euros/unit	
. A2 format	25	... euros/unit	
. A1 format	25	... euros/unit	
. A0 format	25	... euros/unit	
. B5 format	10	... euros/unit	
. C5 format	10	... euros/unit	

¹⁰ Requires rewriting of certain passages.

¹¹ May require rewriting of the entire text.

Layout from electronic original (all subsequent language versions)			
. A6 format	25	... euros/page	
. A5 format	25	... euros/page	
. A4 format	75	... euros/page	
. A3 format	50	... euros/page	
. A2 format	25	... euros/page	
. A1 format	25	... euros/page	
. A0 format	25	... euros/page	
. B5 format	10	... euros/page	
. C5 format	10	... euros/page	
Printing of publications¹²			
. .A6 format			
. fewer than 100 copies	150	... euros/unit	
. 100-999 copies	100	... euros/unit	
. 1 000- 4999 copies	100	... euros/unit	
. 5 000-9 999 copies	100	... euros/unit	
. 10 000 copies or more	50	... euros/unit	
. A5 format			
. fewer than 100 copies	150	... euros/unit	
. 100-999 copies	100	... euros/unit	
. 1 000- 4999 copies	100	... euros/unit	
. 5 000-9 999 copies	100	... euros/unit	
. 10 000 copies or more	50	... euros/unit	

¹² In four colours, eight pages, paper 135 g.

. A4 format		
. fewer than 100 copies	150	... euros/unit
. 100-999 copies	100	... euros/unit
. 1 000- 4999 copies	100	... euros/unit
. 5 000-9 999 copies	100	... euros/unit
. 10 000 copies or more	50	...euros/unit
. B5 format		
. fewer than 100 copies	150	... euros/unit
. 100-999 copies	100	... euros/unit
. 1 000- 4999 copies	100	... euros/unit
. 5 000-9 999 copies	100	... euros/unit
. 10 000 copies or more	50	... euros/unit
. C5 format		
. fewer than 100 copies	150	... euros/unit
. 100-999 copies	100	... euros/unit
. 1 000- 4999 copies	100	... euros/unit
. 5 000-9 999 copies	100	... euros/unit
. 10 000 copies or more	50	... euros/unit
Square format		
. fewer than 100 copies	150	... euros/unit
. 100-999 copies	100	... euros/unit
. 1 000- 4999 copies	100	... euros/unit
. 5 000-9 999 copies	100	... euros/unit
. 10 000 copies or more	50	... euros/unit

Production of a poster¹³			
. poster design (3 distinctly different concept proposals and 2 rounds of changes)	100		... euros/unit
printing			
A3 format			
. fewer than 100 copies	30		... euros/unit
. 100-999 copies	50		... euros/unit
. 1 000- 4999 copies	50		... euros/unit
. 5 000-9 999 copies	40		... euros/unit
. 10 000 copies or more	30		... euros/unit
A2 format			
. fewer than 100 copies	30		... euros/unit
. 100-999 copies	50		... euros/unit
. 1 000- 4999 copies	50		... euros/unit
. 5 000-9 999 copies	40		... euros/unit
. 10 000 copies or more	30		... euros/unit
A1 format			
. fewer than 100 copies	30		... euros/unit
. 100-999 copies	50		... euros/unit
. 1 000- 4999 copies	50		... euros/unit
. 5 000-9 999 copies	40		... euros/unit
. 10 000 copies or more	30		... euros/unit
A0 format			

¹³ In four colours, paper 170 g.

. fewer than 100 copies	30	... euros/unit	
. 100-999 copies	50	... euros/unit	
. 1 000- 4999 copies	50	...euros/unit	
. 5 000-9 999 copies	40	...euros/unit	
. 10 000 copies or more	30	...euros/unit	
40 * 60 cm format			
. fewer than 100 copies	30	...euros/unit	
. 100-999 copies	50	...euros/unit	
. 1 000- 4999 copies	50	...euros/unit	
. 5 000-9 999 copies	40	...euros/unit	
. 10 000 copies or more	30	... euros/unit	
50 * 70 cm format			
. fewer than 100 copies	30	...euros/unit	
. 100-999 copies	50	...euros/unit	
. 1 000- 4999 copies	50	...euros/unit	
. 5 000-9 999 copies	40	...euros/unit	
. 10 000 copies or more	30	... euros/unit	
70 * 100 cm format			
. fewer than 100 copies	30	...euros/unit	
. 100-999 copies	50	... euros/unit	
. 1 000- 4999 copies	50	... euros/unit	
. 5 000-9 999 copies	40	... euros/unit	
. 10 000 copies or more	30	...euros/unit	

Production of folders for A4 format documents¹⁴			
. fewer than 100 copies	50	... euros/unit	
. 100-999 copies	60	... euros/unit	
. 1 000- 4999 copies	60	... euros/unit	
. 5 000-9 999 copies	40	... euros/unit	
. 10 000 copies or more	20	... euros/unit	
Reproduction of an A4 page, black and white			
. fewer than 100 copies	1000	... euros/unit	
. 100-499 copies	1000	... euros/unit	
. 500-999 copies	2000	... euros/unit	
. 1 000 copies or more	2000	... euros/unit	
Reproduction of an A4 page, black and white, on both sides			
fewer than 100 copies	1000	... euros/unit	
. 100-499 copies	1000	... euros/unit	
. 500-999 copies	2000	... euros/unit	
. 1 000 copies or more	2000	... euros/unit	
Production of roll-up banners	10	... euros/unit	
Production of panels¹⁵ (or another material) 3 mm			
. less than 0.70 * 1 m	15	... euros/unit	

¹⁴ Closed format: A4+ (215 x 302 mm) Printing: full four colours. Paper: interior 350 g/m² - matt-coated. Finish: three flaps.

¹⁵ One scanned photo, high resolution, 70*90cm, with a heading, subheading and a few lines of text, protective coating, support.

. equal to more than 0.70 * 1 m	10	... euros/unit	
Distribution (putting in envelopes, sending by regular or express post, etc.) of printed, audio-visual and multimedia materials <i>The cost of distributing printed materials in public spaces or in the press are considered as "reimbursable expenditure against invoice" and therefore do not appear in this price schedule.</i> Remuneration of the contractor will be a management fee expressed as a percentage of the total costs incurred.	%	n/a
Design and production of a master CD including presentation containing 15 texts + 15 tailor-made graphics + cover design	50	... euros/unit	
Production of a master DVD including presentation containing 15 texts + 15 tailor-made graphics + cover design	50	... euros/unit	
Copying of DVD or CD by pressing			
. fewer than 100 copies	20	... euros/unit	
. 100-299 copies	40	... euros/unit	
. 300-999 copies	40	... euros/unit	
. 1000 copies or more	40	... euros/unit	
Copying of DVD or CD by recording (emergency procedure)			
. fewer than 100 copies	20	... euros/unit	
. 100-299 copies	40	... euros/unit	
. 300-999 copies	40	... euros/unit	
. 1000 copies or more	40	... euros/unit	
Printing of a four-colour label on a CD /DVD			
. fewer than 100 copies	20	... euros/unit	
. 100-299 copies	40	... euros/unit	
. 300-999 copies	40	... euros/unit	

. 1000 copies or more	40	... euros/unit	
Supply of copies of a CD /DVD in a "Diva Box" (including printed cover)			
. fewer than 100 copies	20	... euros/unit	
. 100-299 copies	40	... euros/unit	
. 300-999 copies	40	... euros/unit	
. 1000 copies or more	40	... euros/unit	
Amount to be charged for each participant travel (return journey) to cover all administrative costs linked to purchase, management and distribution of tickets ¹⁶	10000	... euros/participant	
Single room, including breakfast, in superior-category hotel (4 stars) ¹⁷ in the EU capitals:			
. Brussels	5000	... euros/night	
. Paris	1000	... euros/night	
. London	1000	... euros/night	
. Berlin	500	... euros/night	
. Vienna	500	... euros/night	
. Dublin	500	... euros/night	
. Lisbon	500	... euros/night	
. Madrid	500	... euros/night	
. Luxembourg	500	... euros/night	
Zagreb	500	... euros/night	

¹⁶ The travel costs themselves are considered as "reimbursable expenditure based on invoice" and therefore do not appear in this price schedule. These costs should cover coordination and communication with the travel agency regarding participants' travel tickets; arranging booking and purchasing of travel tickets; direct contact and communication with participants; processing changes and cancellation of travel tickets; confirming electronic or paper tickets; sending electronic or paper tickets to participants via e-mail or regular post; making arrangements for participants to collect their tickets at the airport/station of departure; handling any queries from participants and speakers regarding their travel itinerary.

¹⁷ The distinction between capitals is made because the prices of hotels can vary very much between cities and this can have a significant impact on the budget for organising an event. The same is true for non-EU capital cities.

. The Hague	500	... euros/night	
. Copenhagen			
. Stockholm	500	... euros/night	
. Helsinki	500	... euros/night	
. Rome	500	... euros/night	
. Athens	500	... euros/night	
. Tallinn	500	... euros/night	
. Riga	500	... euros/night	
. Vilnius	500	... euros/night	
. Warsaw	500	... euros/night	
. Prague	500	... euros/night	
. Bratislava	500	... euros/night	
. Ljubljana	500	... euros/night	
. Budapest	500	... euros/night	
. Sofia	500	... euros/night	
. Bucharest	500	... euros/night	
. Valletta	500	... euros/night	
. Nicosia	500	... euros/night	
	500	... euros/night	
Single room, including breakfast, in superior-category hotel (4 stars) in the capitals of the EFTA/EEA countries:			
. Berne	200	... euros/night	
. Vaduz	200	... euros/night	
. Oslo	200	... euros/night	
Single room, including breakfast, in superior-category hotel (4 stars) in the capitals of the candidate countries:			
. Ankara	200	... euros/night	
. Skopje	200	... euros/night	
. Reykjavik	200	... euros/night	

Single room, including breakfast, in superior-category hotel (4 stars) in other third countries	1000	... euros/night	
Seated dinner (including wine, water and coffee)			
. with aperitif	1000	... euros/person	
. without aperitif	1000	... euros/person	
Buffet dinner (including wine, water and coffee)			
. with aperitif	5000	... euros/person	
. without aperitif	5000	... euros/person	
Cocktail (alcoholic drink, water and fruit juice with five sweet or savoury snacks)	2000	... euros/person	
Coffee break			
. coffee/tea	1000	... euros/person	
. coffee/tea with pastries	1000	... euros/person	
Drinks in meeting room (water and fruit juice)	1000	... euros/person	
Local transport (coach, minibus, taxi, etc.)	1000	... euros/person/day	
Renting a room without interpreting facilities			
. fewer than 50 seats	20	... euros/day	
. 100 seats	50	... euros/day	
. 200 seats	50	... euros/day	
. 300 seats	40	... euros/day	
. 400 seats	30	... euros/day	
. 500 seats or more	20	... euros/day	
Renting a room with simultaneous interpretation facilities			

. 1 to 3 booths			
. fewer than 50 seats	20		... euros/day
. 100 seats	50		... euros/day
. 200 seats	50		... euros/day
. 300 seats	40		... euros/day
. 400 seats	30		... euros/day
. 500 seats or more	20		... euros/day
. 4 booths or more			
. fewer than 50 seats	20		... euros/day
. 100 seats	50		... euros/day
. 200 seats	50		... euros/day
. 300 seats	40		... euros/day
. 400 seats	30		... euros/day
. 500 seats or more	20		... euros/day
Sound system for conference room	60		... euros/unit
Installation and supply of audio-visual, computer, telephone and office equipment for the entire duration of an event			
. multimedia PC with 17" screen	50		... euros/unit/day
. black-and-white printer	10		... euros/unit/day
. colour printer	10		... euros/unit/day
. 42" plasma screen connectable to a PC	40		... euros/unit/day
. system for playing and projecting CD-Roms and DVDs on a big screen	30		... euros/unit/day
. overhead projector	50		... euros/unit/day
. high-resolution video projector	50		... euros/unit/day
. interactive terminal	40		... euros/unit/day
. video streaming (channel / 4 hours of			

transmission / 50 simultaneous connections)	80	... euros/unit/day	
. receivers/headsets	100	... euros/unit/day	
. large screen format \pm 2.50 m x 2 m	120	... euros/unit/day	
. large screen format \pm 3.50 m x 2.5 m	100	... euros/unit/day	
. black-and-white photocopier	10	... euros/unit/day	
. colour photocopier	10	... euros/unit/day	
. desk	10	... euros/unit/day	
. rostrum with four microphones	15	... euros/unit/day	
. lectern with microphone	20	... euros/unit/day	
. wireless microphone	20	... euros/unit/day	
. flipchart with marker	20	... euros/unit/day	
Installation of a simultaneous interpreting system in a room not equipped with such a system	50	... euros/booth/day	
Supplement for room equipped with teleconference facility	20	... euros/day	
Supplement for room equipped with videoconference facility	20	... euros/day	
Decorations for room (flags, flowers, plants, etc.)	100	euros/decorative element	
Streamer/banner	100	... euros/m ² /day	
Banner for use inside and/or outside	150	... euros/m ²	
Complete stand (modular panels with internal cabling, platform floor, lighting, small storage unit with shelves, height \pm 2.50 metres)	100	... euros/running metre/day	
Sound system for stand with wireless microphone	50	... euros/day	
"Umbrella" stand with lighting kit, width \pm 3 metres, height \pm 2.50 metres	150	... euros/unit/day	
Internal podium	10	... euros/unit/day	
Marquee or tent for open-air exhibition	50	... euros/m ² /day	
Stand assembly	50	... euros/m ²	

Dismantling a stand	25	... euros/m ²	
Panel with lighting, height ± 2.50 metres	20	... euros/running metre/day	
Fire-resistant carpet for exhibition	20	... euros/m ²	
Radiator for marquee or tent for open-air exhibition	50	... euros/unit/day	
Fire extinguisher	50	... euros/unit/day	
Table	150	... euros/unit/day	
Chair	800	... euros/unit/day	
Coat rack on wheels (for ± 40 garments)	50	... euros/unit/day	
Reception desk	20	... euros/unit/day	
Display rack for brochures	60	... euros/unit/day	
Name display card	50	... euros/unit/day	
Production of conference kits, with inscriptions on all items			
. Standard kit (fabric document case, plastic pen and paper conference folder including an A4 writing pad)			
. fewer than 50	500	... euros/unit	
. 50-199	1000	... euros/unit	
. 200 or more	1000	... euros/unit	
Deluxe kit (leather document case and conference folder containing A4 writing pad, deluxe metal pen, pocket calculator, holder for business cards and CD), on the basis of at least 10 units	50	... euros/unit	
Designing and manufacturing badges for participants			
. fewer than 50	100	... euros/unit	
. 50-199	1000	... euros/unit	
. 200 or more	2000	... euros/unit	

Notepad			
. A4 format			
. fewer than 50	100	... euros/unit	
. 50 - 199	200	... euros/unit	
. 200 -999	200	... euros/unit	
.1000 and more	100	... euros/unit	
. A5 format			
. fewer than 50	100	... euros/unit	
. 50 - 199	200	... euros/unit	
. 200 -999	200	... euros/unit	
.1000 and more	100	... euros/unit	
. B5 format			
. fewer than 50	100	... euros/unit	
. 50 - 199	200	... euros/unit	
. 200 -999	200	... euros/unit	
.1000 and more	100	... euros/unit	
Recording of sessions for subsequent transcription (each language version must be recorded)	100	... euros/language/day	
Verbatim report of the speeches and debates	200	... euros/page	
Writing conference conclusions	100	... euros/person/day	
Printing folders ¹⁸ for A4 format documents			

¹⁸ Closed format: A4+ (215 x 302 mm) Printing: full four colours. Paper: interior 350 g/m² - matt-coated.
Finish: three flaps.

. fewer than 50	150	... euros/unit	
. 50 - 199	200	... euros/unit	
. 200 -999	200	... euros/unit	
.1000 and more	150	... euros/unit	
Printing programmes, notices, leaflets, etc. ¹⁹			
. fewer than 50	150	... euros/unit	
. 50 - 199	200	... euros/unit	
. 200 -999	200	... euros/unit	
.1000 and more	150	... euros/unit	
Black and white laser printing	1500	... euros/page	
Colour laser printing	1500	... euros/page	
Black and white duplicating	3000	... euros/page	
Colour duplicating	3000	... euros/page	
Gadgets for wide distribution with 4-colour marking ²⁰			
. pens			
. 500	100	... euros/unit	
. 5 000	100	... euros/unit	
. 10 000 or more	100	... euros/unit	
. lanyards			
. 500	50	... euros/unit	
. 5 000	50	... euros/unit	
. 10 000 or more	50	... euros/unit	
. rectangular memo pad ("Post-it®") ²¹			

¹⁹ Open format: A4. Closed format: A4 folded in three. Printing: full four colours. Paper: interior 135 g/m² – mat lamination.

²⁰ Examples of possible inscriptions: the European flag, "European Union", DG Justice website address. The same applies to items of clothing for restricted use/distribution.

²¹ Pad with 50 notes, rectangular, size: +/- 10 cm x 7 cm.

. 500	50	... euros/unit	
. 5 000	50	... euros/unit	
. 10 000 or more	50	... euros/unit	
. small balloons			
. 500	100	... euros/unit	
. 5 000	100	... euros/unit	
. 10 000 or more	100	... euros/unit	
. small pocket torch			
. 500	100	... euros/unit	
. 5 000	100	... euros/unit	
. 10 000 or more	100	... euros/unit	
. small solar-powered calculator			
. 500	1000	... euros/unit	
. 5 000	1000	... euros/unit	
. 10 000 or more	1000	... euros/unit	
. paper carrier bags ²² with two handles			
.500	1000	... euros/unit	
. 5 000	2000	... euros/unit	
. 10 000 or more	1000	... euros/unit	
. biodegradable plastic bags			
. 500	1000	... euros/unit	
. 5 000	2000	... euros/unit	
. 10 000 or more	3000	... euros/unit	
. light cloth bags			
. 500	500	... euros/unit	
	500	... euros/unit	

²² For information material and gadgets, size \pm 30 cm x 20 cm. The same applies to bags made of plastic and cloth.

. 5 000			
. 10 000 or more	500	... euros/unit	
Small flags²³			
. 500	200	... euros/unit	
. 5 000	300	... euros/unit	
. 10 000 or more	100	... euros/unit	
Objects for restricted use, with colour(s) and inscription(s), on the basis of at least 10 units			
. medals	80	... euros/unit	
. trophies	70	... euros/unit	
. framed A3 certificates	90	... euros/unit	
. framed A4 certificates	80	... euros/unit	
. backpacks	120	... euros/unit	
. umbrellas	500	... euros/unit	
Rental of a vehicle			
. car	150	... euros/unit/day	
. minibus	120	... euros/unit/day	
. van	100	... euros/unit/day	
. cargo truck (\pm 20 tonnes)	50	... euros/unit/day	
. exhibition truck ²⁴	30	... euros/unit/day	
Personalising a vehicle ²⁵			
. car	150	... euros/unit	
. van	120	... euros/unit	
. truck	50	... euros/unit	

²³ Small paper flags, size \pm 15 cm x 10 cm, with the European flag on one side and the national flag on the other.

²⁴ Semi-trailer truck designed for events and exhibitions, equipped with wheelchair lift to allow access for visitors with restricted mobility. Built-in podium \pm 50 m², sound system, lighting, VIP area for interviews and photos. See example on DG Employment, Social Affairs and Equal Opportunities website at: http://ec.europa.eu/news/around/070424_fra_fr.htm.

²⁵ Personalised adhesive stickers for entire vehicle (sides, front and back) including design, production, placing and removing.

Transport of heavy parcels (national rate)	1000	... euros/kg/100 km	
Transport of heavy parcels (international rate - within EU)	2000	... euros/kg/100 km	
Local transport of small parcels	1500	... euros/unit	
Storing products in a secure location	300	... euros/m ³ /day	
Cleaning up the event location (including removing pallets, packaging, etc.)	300	... euros/m ²	
Purchase of web domain name	20	... euros/unit	
Creating and maintaining a typical simple registration website as a packaged service (web domain name, creation, hosting, maintenance) for a period of 3 months (home page, registration page, practical information, page to download conference documents + database of registered participants)	200	... euros/unit	
Hosting, support and management of a website	30	...euros/month	

TOTAL : EUR _____



EUROPEAN COMMISSION
DG
Directorate
Unit

ANNEX 5 - DRAFT FRAMEWORK SERVICE CONTRACT

FRAMEWORK CONTRACT NUMBER – JUST/2014/A4/01

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority") represented for the purposes of the signature of this framework contract by [*forename, surname, function, department*],

on the one part, and

[*full official name*]

[*official legal form*]]

[*statutory registration number*]

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as 'the contractor'), represented for the purposes of the signature of this framework contract by [*forename, surname and function*],

In case of joint offers

[The parties identified above and hereinafter collectively referred to as the 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this framework contract.]

on the other part,

HAVE AGREED

to the **special conditions**, the **general conditions for service framework contracts**, the **[model order form]** **[and]** **[model specific contract]** and the following annexes:

Annex I – Tender specifications (reference No **[complete]** of **[insert date]**)

Annex II – Contractor's tender (reference No **[complete]** of **[insert date]**)

Annex III - Model specific contract

Annex IV - List of daily subsistence allowances

which form an integral part of this framework contract (hereinafter referred to as “the FWC”).

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the general conditions shall take precedence over those in the model order form and model specific contract
- The terms set out in the model order form and model specific contract shall take precedence over those in the other annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the tender (Annex II).
- The terms set out in the framework contract shall take precedence over those in the order forms and specific contracts.

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT MATTER

- I.1.1** The subject matter of the FWC is to support the design and implementation of communication activities relating mainly but not exclusively to the area of EU Justice.
- I.1.2** Signature of the FWC imposes no obligation on the contracting authority to purchase. Only performance of the FWC through order forms or specific contracts is binding on the contracting authority.

ARTICLE I.2 – ENTRY INTO FORCE AND DURATION

- I.2.1** The FWC shall enter into force on the date on which it is signed by the last party.
- I.2.2** Under no circumstances may performance commence before the date on which the FWC enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3** The FWC is concluded for a period of 12 months with effect from the date on which it enters into force. Unless otherwise specified, all periods specified in the FWC are calculated in calendar days.
- I.2.4** The order forms or specific contracts shall be signed by both parties before the FWC expires.

The FWC shall continue to apply to such order forms and specific contracts after its expiry. They shall be executed no later than six months after its expiry.

I.2.5 FWC renewal

The FWC shall be renewed automatically up to 3 times under the same conditions, unless written notification to the contrary is sent by one of the parties and received by the other three months before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – PRICES

- I.3.1** The maximum amount of the FWC shall be EUR 21,000,000 (twenty-one million Euros). However, this must in no way be construed as a commitment on the contracting authority to purchase for the maximum amount.

The maximum prices of the services shall be as listed in Annex II.

I.3.2 Price revision

Prices shall be fixed and not subject to revision during the first year of duration of the FWC.

At the beginning of the second and every following year of the FWC, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the parties in writing no later than three months before the anniversary of the date on which it was signed. The other party shall acknowledge receipt within 15 days of reception of the request. The new prices shall be communicated as soon as the final index is available. The contracting authority shall purchase on the basis of the prices in force on the date on which order forms or specific contracts are signed by both parties. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) MUICP published for the first time by the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \times (0.2 + 0.8 \frac{Ir}{Io})$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month [corresponding to the date of receipt of the request to revise prices.

I.3.3. Reimbursement of expenses

In addition to the maximum total price specified in each order form or specific contract, travel, subsistence, accommodation and shipment expenses shall be reimbursed in accordance with Article II.16, as shall other expenses provided for by the tender specifications up to a maximum amount to be defined in the specific contracts.

The daily subsistence allowance referred to in Article II.16.4 (d) and the accommodation flat-rate ceiling referred to in Article II.16.4(e) shall be as listed in Annex III.

ARTICLE I.4 – PAYMENT ARRANGEMENTS AND PERFORMANCE OF THE FRAMEWORK CONTRACT

I.4.1 Single framework contract

Within 10 working days of an order form or a request for services being sent by the contracting authority to the contractor, the contracting authority shall receive the completed order form or a specific tender back, duly signed and dated.

Within 5 working days of a specific contract being sent by the contracting authority to the contractor, the contracting authority shall receive it back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date indicated in the specific contract.

I.4.2 Pre-financing

For amounts less than EUR 50,000, no pre-financing.

For amounts above EUR 50,000, following signature of the order form or specific contract by the last party and its receipt by the contracting authority, a pre-financing payment of 20% of the total price of the order form or specific contract shall be made within 30 days of the receipt of an invoice. The contracting authority may refuse to make payments where the award procedure or performance of the order form or specific contract prove to have been subject to substantial errors, irregularities or fraud attributable to the contractor.

I.4.3 Interim payment

The contractor shall submit an invoice for an interim payment equal to 40% of the total price referred to in the relevant order form or specific contract.

Invoices for interim payment shall be accompanied by a progress report or any other document in accordance with the relevant specific contract. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new progress report or other documents if it is required by the contracting authority.

I.4.4 Payment of the balance

The contractor shall submit an invoice for payment of the balance.

The invoice shall be accompanied by the final progress report or any other document in accordance with the relevant specific contract and statements of reimbursable expenses in accordance with Article II.16. The contracting authority shall make the payment within 60 days from receipt of the invoice. The contractor shall have 20 days in which to submit additional information or corrections, a new final progress report or other documents if it is required by the contracting authority.

ARTICLE I.5 – BANK ACCOUNT

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

Name of bank:

Full address of branch:

Exact designation of account holder:

Full account number including [bank] codes:

[IBAN²⁶ code:]

ARTICLE I.6 – COMMUNICATION DETAILS AND DATA CONTROLLER

For the purpose of Article II.6, the data controller shall be:

European Commission
Directorates-General Home Affairs and Justice
Shared Resources Directorate
Unit SRD.01: Budget, control and ex-post audits
LX 46 00/43
B-1049 Brussels

Communications shall be sent to the following addresses:

Contracting authority:

European Commission
Directorate-General [*complete*]
[Directorate [*complete*]]
[Unit [*complete*]]
[*Postcode and city*]
Email: [*insert functional mailbox*]

Contractor:

[*Full name*]
[*Function*]
[*Company name*]
[*Full official address*]
Email: [*complete*]

ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The FWC shall be governed by Union law, complemented, where necessary, by the law of Belgium.

²⁶ BIC or SWIFT code for countries with no IBAN code.

I.7.2 Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be brought before the courts of Brussels.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE FWC

I.8.1 Modes of exploitation

In accordance with Article II.10.2 whereby the Union acquires ownership of the results as defined in the tender specifications (Annex I), these results may be used for any of the following purposes:

- [(a) use for its own purposes:
 - (i) making available to the staff of the contracting authority
 - (ii) making available to the persons and entities working for the contracting authority or cooperating with it, including contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, Member States' institutions
 - (iii) installing, uploading, processing
 - (iv) arranging, compiling, combining, retrieving
 - (v) copying, reproducing in whole or in part and in unlimited number of copies

- (b) distribution to the public:
 - (i) publishing in hard copies
 - (ii) publishing in electronic or digital format
 - (iii) publishing on the internet as a downloadable/non-downloadable file
 - (iv) broadcasting by any kind of technique of transmission
 - (v) public presentation or display
 - (vi) communication through press information services
 - (vii) inclusion in widely accessible databases or indexes
 - (viii) otherwise in any form and by any method

- (c) modifications by the contracting authority or by a third party in the name of the contracting authority:
 - (i) shortening
 - (ii) summarizing
 - (iii) modifying of the content
 - (iv) making technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code) with a view of making modifications

 - (v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
 - (vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.

- (vii) extracting a part or dividing into parts
- (viii) use of a concept or preparation of a derivative work
- (ix) digitisation or converting the format for storage or usage purposes
- (x) modifying dimensions
- (xi) translating, inserting subtitles, dubbing in different language versions:

- English, French, German
- all official languages of EU
- languages used within EU
- languages of candidate countries
- [*list other languages*]

(d) the modes of exploitation listed in article II.10.4

[(e) rights to authorise, license, or sub-license in case of licensed pre-existing rights, the modes of exploitation set out in any of the points (a) to (d) to third parties.]

Where the contracting authority becomes aware that the scope of modifications exceeds that envisaged in the FWC, specific contract or order form, the contracting authority shall consult the contractor. Where necessary, the contractor shall in turn seek the agreement of any creator or other right holder. The contractor shall reply to the contracting authority within one month and shall provide its agreement, including any suggestions of modifications, free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.8.2 Pre-existing rights and transmission of rights

All pre-existing rights shall be licensed to the Union in accordance with Article II.10.3. fully and irrevocably acquired by the Union as provided for in Article II.10.2 and by derogation to Article II.10.3.

All pre-existing rights incorporated in the results and directly related to the uses foreseen in Article I.8.1 shall be fully and irrevocably acquired by the Union as provided for in Article II.10.2 and by derogation to Article II.10.3.

The contractor shall provide to the contracting authority a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

The contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with delivery of the final report at the latest. This obligation should be fulfilled by presentation of the contractor's statement prepared in accordance with Annex A and third parties' statements prepared in accordance with Annex B and the relevant evidence listed in article II.10.5 as appropriate.

ARTICLE I.9 – TERMINATION BY EITHER PARTY

Either party may, unilaterally and without being required to pay compensation, terminate either the FWC or the FWC and order forms or specific contracts by formally notifying the

other party and by giving one month's notice. Should the contracting authority terminate the FWC, order forms or specific contracts, the contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. The first paragraph of Article II.14.3 shall apply.

ARTICLE I.10 – INTER-INSTITUTIONAL FRAMEWORK CONTRACT

Not applicable

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

Not applicable

SIGNATURES

For the contractor,

For the contracting authority,

[Company name/forename/surname/function]

[forename/surname/function]

signature[s]: _____

signature[s]:_____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II. 1 – PERFORMANCE OF THE FWC

- II.1.1** The contractor shall perform the FWC to the highest professional standards.
- II.1.2** The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- II.1.3** Without prejudice to Article II.4 any reference made to the contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- II.1.4** The contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6** The contractor shall be solely responsible for the personnel who executes the tasks assigned to him.

The contractor shall stipulate the following employment or service relationships with its personnel:

- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
 - (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7** In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of one of the contractor's personnel fails to correspond to the profile required by the FWC, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.
- II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately

and on its own initiative record it and report it to the contracting authority. 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 its obligations under this FWC. In such an event the contractor shall give priority to solving the problem rather than determining liability.

II.1.9 Should the contractor fail to perform its obligations under the FWC or order form or specific contract, the contracting authority may - without prejudice to its right to terminate the FWC or order form or specific contract - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

ARTICLE II.2 – MEANS OF COMMUNICATION

II.2.1 Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number, and if applicable the order form or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

II.2.3 Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

ARTICLE II. 3 – LIABILITY

II.3.1 The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

II.3.2 The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.

- II.3.3** The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant order form or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.
- II.3.4** The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the FWC. In the event of any action brought by a third party against the contracting authority in connection with the performance of the FWC including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.
- II.3.5** The contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required by the relevant applicable legislation. It 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 contracting authority should it so request.

ARTICLE II. 4 - CONFLICT OF INTERESTS

- II.4.1** The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3** The contractor declares that it 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, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.
- II.4.4** The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest.

The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.

ARTICLE II.5 – CONFIDENTIALITY

II.5.1. The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the FWC and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the FWC, order form or specific contract without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- (a) the concerned party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

II.5.3 The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, order form or specific contract an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

ARTICLE II.6– PROCESSING OF PERSONAL DATA

II.6.1 Any personal data included in the FWC shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the FWC without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

II.6.2 The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.6.3 The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.6.4 Where the FWC requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.

II.6.5 The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the FWC.

II.6.6 The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
 - (i) unauthorised reading, copying, alteration or removal of storage media;
 - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
- (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- (c) record which personal data have been communicated, when and to whom;
- (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
- (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- (f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 7 – SUBCONTRACTING

II.7.1 The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the FWC to be de facto performed by third parties.

II.7.2 Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.

II.7.3 The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this FWC, notably by Article II.18.

ARTICLE II. 8 – AMENDMENTS

II.8.1 Any amendment to the FWC or order form or specific contract shall be made in writing before fulfilment of all contractual obligations. An order form or a specific contract may not be deemed to constitute an amendment to the FWC.

II.8.2 The amendment may not have the purpose or the effect of making changes to the FWC or to order forms or specific contracts which might call into question the decision awarding the FWC, order form or specific contract or result in unequal treatment of tenderers or contractors.

ARTICLE II. 9 – ASSIGNMENT

II.9.1 The contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorisation from the contracting authority.

II.9.2 In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

ARTICLE II. 10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS

II.10.1 Definitions

In this FWC the following definitions apply:

(1) 'results' means any intended outcome of the performance of the FWC which is delivered and finally accepted by the contracting authority;

(2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party;

(3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the contractor, the creator, the contracting authority and any third parties.

II.10.2 Ownership of the results

The ownership of the results shall be fully and irrevocably acquired by the Union under the FWC including any rights in any of the results listed in the FWC and order forms or specific contracts. Those rights in the results may include copyright and other intellectual or industrial property rights, as well as all technological solutions and information contained within these technological solutions, produced in performance of the FWC. The contracting authority may exploit them as stipulated in this FWC or order forms or specific contracts. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of rights by the Union including all forms of use of the results.

The acquisition of rights by the Union under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the FWC or order form or specific contract explicitly provides for it to be treated as a self-contained result.

II.10.3 Licensing of pre-existing rights

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation

The Union shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this FWC or order form or specific contract;
- (c) archiving in line with the document management rules applicable to the contracting authority.

II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership of or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6 Creators

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7 Persons appearing in photographs or films

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

II.10.8 Contractor's copyright for pre-existing rights

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

II.10.9 Visibility of Union funding and disclaimer

When making use of the results, the contractor shall declare that they have been produced within a framework contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

ARTICLE II. 11 – FORCE MAJEURE

II.11.1 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

II.11.2 A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

II.11.3 The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the

contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

II.11.4 The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE II. 12 – LIQUIDATED DAMAGES

The contracting authority may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant order form or specific contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the FWC or the relevant order form or specific contract, the contracting authority may impose liquidated damages for each and every calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

V is the price of the relevant purchase;

d is the duration specified in the relevant order form or specific contract or, failing that, the period between the date specified in Article I.4.1 and the date of delivery or performance specified in the relevant order form or specific contract, expressed in calendar days

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties 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 incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II. 13 – SUSPENSION OF THE PERFORMANCE OF THE FWC

II.13.1 Suspension by the contractor

The contractor may suspend the performance of the FWC or order form or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, order form or specific contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the FWC, order form or specific contract.

II.13.2 Suspension by the contracting authority

The contracting authority may suspend the performance of the FWC or order form or specific contract or any part thereof:

- (a) if the FWC or order form or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall as soon as possible give notice to the contractor to resume the service suspended or inform the contractor that it is proceeding with termination of the FWC or order form or specific contract. The contractor shall not be entitled to claim compensation on account of suspension of the FWC or order form or specific contract or of part thereof.

ARTICLE II. 14 – TERMINATION OF THE FWC

II.14.1 Grounds for termination

The contracting authority may terminate the FWC, an order form or a specific contract respectively in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or order form or specific contract substantially or call into question the decision to award the FWC;
- (b) if execution of the tasks under a pending order form or a specific contract has not actually commenced within 15 days of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account article II.8.2;
- (c) if the contractor does not perform the FWC or an order form or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more order forms or specific contracts on this ground shall constitute ground for termination of the FWC;
- (d) in the event of force majeure notified in accordance with article II.11 or if the performance of the FWC or order form or specific contract has been suspended by the contractor as a result of force majeure, notified in accordance with article II.13, where either resuming performance is impossible or the modifications to the FWC or order form or specific contract might call into question the decision awarding the

FWC or order form or specific contract, or result in unequal treatment of tenderers or contractors;

- (e) if the contractor is declared bankrupt, is being wound up, is having its 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;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its 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 it is established or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;
- (h) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the contracting authority has evidence that the contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;
- (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or order form or specific contract;
- (k) if the needs of the contracting authority change and it no longer requires new services under the FWC;
- (l) when due to the termination of the FWC with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 Procedure for termination

When the contracting authority intends to terminate the FWC or order form or specific contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any

case of termination the contracting authority shall formally notify the contractor about its decision to terminate the FWC or order form or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

II.14.3 Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date on which termination takes effect to draw up the documents required by the special conditions or order forms or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the FWC.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II. 15 – REPORTING AND PAYMENTS

II.15.1 Date of payment

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

II.15.2 Currency

The FWC shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

II.15.3 Costs of transfer

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

II.15.4 Invoices and Value Added Tax

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the FWC reference and reference to the order form or specific contract.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services until its final acceptance by the contracting authority. The amount of the performance guarantee shall not exceed the total price of the order form or specific contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

II.15.6 Interim payments and payment of the balance

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the order form or specific contract.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

II.15.7 Suspension of the time allowed for payment

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the order form or specific contract in accordance with Article II.14.1(c).

II.15.8 Interest on late payment

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate) plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment period in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

ARTICLE II. 16 - REIMBURSEMENTS

II.16.1 Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 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;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

II.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;

- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- (e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

II.16.5 The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

II.16.6. Conversion between the euro and another currency shall be made as specified in Article II.15.2.

ARTICLE II. 17 – RECOVERY

II.17.1 If an amount is to be recovered under the terms of the FWC, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

II.17.2 If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when the contracting authority receives the full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

ARTICLE II. 18 – CHECKS AND AUDITS

II.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by their own staff or by any other outside body authorised to do so on their behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

II.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.

II.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measures which it considers necessary.

II.18.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

II.18.6 The Court of Auditors shall have the same rights as the contracting authority, notably right of access, for the purpose of checks and audits.

Annex III - SPECIFIC CONTRACT No [complete]

implementing Framework contract No [complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority"), represented for the purposes of the signature of this specific contract by [*forename, surname, function, department*],

on the one part,

and

[*full official name*]

[*official legal form*]

[*statutory registration number*]

[*full official address*]

[*VAT registration number*]

(hereinafter referred to as "the contractor"), [represented for the purposes of the signature of this specific contract by [*forename, surname and function,*]]

[The parties identified above and hereinafter collectively referred to as 'the contractor' shall be jointly and severally liable vis-à-vis the contracting authority for the performance of this specific contract.]

on the other part,

HAVE AGREED

ARTICLE I: SUBJECT MATTER

- I.1** This specific contract implements Framework Contract (FWC) No [complete] signed by the contracting authority and the contractor on [complete date].
- I.2** The subject matter of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the FWC.]
- I.3** The contractor undertakes, in accordance with the terms set out in the FWC and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the [following tasks:] [tasks specified in Annex [complete].]

ARTICLE II: ENTRY INTO FORCE AND DURATION

- II.1** This specific contract shall enter into force [on the date on which it is signed by the last party] [on [insert date] if it has already been signed by both parties].
- II.2** The duration of the execution of the tasks shall not exceed [complete] [days][months]. Execution of the tasks shall start from [the date of entry into force of this specific contract] [insert date].

The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE III: PRICE

- III.1** The maximum total price to be paid under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.
- III.2** In addition to the maximum total price [no reimbursable expenses are foreseen.] [expenses up to the amount of EUR [amount in figures and in words] shall be reimbursed according to the provisions of the FWC].

[Option: for contractors for which VAT is due in Belgium]

[Where VAT is due in Belgium, the provisions of this specific contract constitute a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the contractor includes the following statement in the invoice(s): “Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

[Option: for contractors for which VAT is due in Luxembourg]

[Where VAT is due in Luxembourg, the contractor shall include the following statement in the invoices: "Commande destinée à l'usage officiel de l'Union européenne. Exonération de la TVA Article 43 § 1 k 2ième tiret de la loi modifiée du 12.02.79." In case of intra-Community purchases, the statement to be included in the invoices is: "For the official use of the European Union. VAT Exemption / European Union/ Article 151 of Council Directive 2006/112/EC."]

ARTICLE IV: PERFORMANCE GUARANTEE

Not applicable.

ARTICLE V: USE OF RESULTS

[Not applicable]

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause I.8 of the special conditions]

ARTICLE VI: ANNEXES

Annex I - Request for service

Annex II - Contractor's specific tender (No [complete]²⁷ of [insert date])

ARTICLE VII: SIGNATURES

For the contractor,

For the contracting authority,

[Company name/forename/surname/function]

[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

²⁷ Number to be inserted in case of multiple framework contract with reopening of competition.

Annex A Statement of contractor concerning right to delivered result

I, [*insert name of the authorised representative of the contractor*] representing [*insert name of the contractor*], party to the [specific] contract [*insert title and/or number*] warrant that the contractor holds all transferred rights to the delivered [*insert title and/or description of result*] which [is][are] free of any claims of third parties.

The above-mentioned results were prepared by [*insert names of creators*]. The creators transferred all their relevant rights to the results to [*insert name of the entity that received rights from the creators*] [through a contract of [*insert date*]] [a relevant extract of which is] herewith attached.

The creators [received all their remuneration on [*insert date*]] [will receive all their remuneration as agreed within [*complete*] weeks from [delivery of this statement.] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature

Annex B Statement of creator / intermediary in delivery

of the [*title of the result*]

within the [framework] contract No [*complete*]

[Specific contract No [*complete*]]

concluded between the contracting authority and [*name of the contractor(s)*]

I, [*insert name of the authorised representative of the intermediary*] representing [*insert name of the intermediary*] state that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name*]].

I am aware of the above [framework] contract, especially Articles I.8, II.10 and I confirm that I transferred all the relevant rights to [*insert name*].

I declare that [I received full remuneration] [I agreed to receive remuneration by [*insert date*]].

[As creator, I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]

Date, place, signature

Annex I

Tender Specifications (Invitation to Tender No [*complete*] of [*insert date*])

Annex II

Contractor's Tender (No [complete] of [insert date])

ANNEX IV

Daily allowances for the Member States of the European Union :

DESTINATION		Indemnité Journalière en EUR	Plafond des frais d'hébergement (hôtel) en EUR
FR	EN	Daily allowance in EUR	Maximum hotel price in EUR
Allemagne	Germany	93	115
Autriche	Austria	95	130
Belgique	Belgium	92	140
Bulgarie	Bulgaria	58	169
Chypre	Cyprus	93	145
Danemark	Denmark	120	150
Espagne	Spain	87	125
Estonie	Estonia	71	110
Finlande	Finland	104	140
France	France	95	150
Grèce	Greece	82	140
Hongrie	Hungary	72	150
Irlande	Ireland	104	150
Italie	Italy	95	135
Lettonie	Latvia	66	145
Lituanie	Lithuania	68	115
Luxembourg	Luxembourg	92	145
Malte	Malta	90	115
Pays-Bas	Netherlands	93	170
Pologne	Poland	72	145
Portugal	Portugal	84	120
République tchèque	Czech Republic	75	155

Roumanie	Romania	52	170
Royaume-Uni	United Kingdom	101	175
Slovaquie	Slovakia	80	125
Slovénie	Slovenia	70	110
Suède	Sweden	97	160

Indemnités journalières pour les Etats hors de l'Union européenne (en Euro)

Daily subsistence allowances for countries outside the European Union (in Euro)

DESTINATION		Indemnité Journalière	Plafond Hôtel
FR	EN	Daily allowance €	Maximum hotel price €
Afghanistan	Afghanistan	50	75
Afrique du Sud	South Africa	50	145
Albanie	Albania	50	160
Algérie	Algeria	85	85
Andorre*	Andorra*	68,89	126,57
Angola	Angola	105	175
Anguilla	Anguilla	75	140

Antigua et Barbuda	Antigua and Barbuda	85	140
Antilles néerlandaises	Netherlands Antilles	90	185
Arabie Saoudite	Saudi Arabia	85	195
Argentine	Argentina	75	210
Arménie	Armenia	70	210
Aruba	Aruba	80	185
Australie	Australia	75	135
Azerbaïdjan	Azerbaijan	70	200
Bahamas	Bahamas	75	115
Bahreïn	Bahrain	80	195
Bangladesh	Bangladesh	50	140
Barbade	Barbados	75	140
Belarus	Belarus	90	135
Belize	Belize	50	135
Bénin	Benin	50	100
Bermudes	Bermuda	70	140
Bhoutan	Bhutan	50	130
Bolivie	Bolivia	50	100
Bonaire	Bonaire	90	185
Bosnie Herzégovine	Bosnia and Herzegovina	65	135
Botswana	Botswana	50	135
Brésil	Brazil	65	180
Brunei	Brunei	60	165
Burkina Faso	Burkina Faso	55	90

Burundi	Burundi	50	115
Caïmans, îles	Cayman Islands	60	135
Cambodge	Cambodia	50	115
Cameroun	Cameroon	55	105
Canada	Canada	65	165
Cap-Vert	Cape Verde	50	75
Centrafricaine, Rép	Central African Republic	60	80
Chili	Chile	70	175
Chine	China	55	155
Chypre	Cyprus	50	110
Cisjordanie et Bande de Gaza	West Bank and Gaza Strip	60	110
Colombie	Colombia	50	120
Comores	Comoros	50	85
Congo (Rép. Dém. du)	Congo, Dem. Rep.	105	140
Congo (Rép. du)	Congo	70	115
Cook, îles	Cook Islands	50	135
Corée (Nord), R.P.D.	D.P.R of Korea	50	180
Corée (Sud), Rép. de	Republic of Korea	100	200
Costa Rica	Costa Rica	50	140
Côte d'Ivoire	Côte d'Ivoire	60	130
Croatie	Croatia	60	120
Cuba	Cuba	75	150
Djibouti	Djibouti	65	170

Dominicaine, Rép.	Dominican Republic	60	170
Dominique	Dominica	75	140
Egypte	Egypt	65	140
El Salvador	El Salvador	55	125
Emirats arabes Unis	United Arab Emirates	70	195
Equateur	Ecuador	50	140
Erythrée	Eritrea	50	80
Estonie	Estonia	70	120
Etats-Unis d'Amérique (Autres)	USA (others)	80	200
Etats-Unis d'Amérique (New York)	USA (New York)	100	275
Ethiopie	Ethiopia	50	145
Fidji	Fiji	50	120
Gabon	Gabon	75	115
Gambie	Gambia	50	120
Géorgie	Georgia	80	215
Ghana	Ghana	70	140
Grenade	Grenada	75	140
Guadeloupe	Guadeloupe	65	115
Guam	Guam	60	135
Guatemala	Guatemala	50	125
Guinée équatoriale	Equatorial Guinea	60	85
Guinée, Rép. de	Guinea	50	135
Guinée-Bissau	Guinea-Bissau	50	90

Guyane	Guyana	50	160
Guyane Française	French Guiana	55	140
Haïti	Haiti	65	125
Honduras	Honduras	50	125
Hong Kong	Hong Kong	60	205
Inde	India	50	195
Indonésie	Indonesia	50	145
Indonésie - Timor oriental	Indonesia - East Timor	50	110
Iran, Rép islam	Iran	55	145
Iraq	Iraq	60	85
Islande	Iceland	85	160
Israël	Israel	105	210
Jamaïque	Jamaica	60	170
Japon	Japan	130	275
Jordanie	Jordan	60	135
Kazakhstan	Kazakhstan	70	175
Kenya	Kenya	60	165
Kirghizistan	Kyrgyzstan	75	180
Kiribati	Kiribati	60	145
Koweït	Kuwait	85	195
Laos	Lao, People's Dem. Rep.	50	145
Lesotho	Lesotho	50	100
Liban	Lebanon	70	190
Liberia	Liberia	85	150

Libye, Jamahiriya ar.	Libyan Arab Jamahiriya	50	175
Liechtenstein	Liechtenstein	80	95
Macao	Macao	55	95
Macédoine (ARY)	TFYR of Macedonia	50	160
Madagascar	Madagascar	50	105
Malaisie	Malaysia	50	200
Malawi	Malawi	50	165
Maldives	Maldives	50	135
Mali	Mali	60	95
Mariannes du Nord, îles	Northern Mariana Islands	70	135
Maroc	Morocco	75	130
Marshall, îles	Marshall Islands	50	135
Martinique	Martinique	70	110
Maurice, Rép.	Mauritius	60	140
Mauritanie	Mauritania	50	75
Mayotte	Mayotte	50	110
Mexique	Mexico	70	185
Micronésie	Micronesia	55	135
Moldova	Republic of Moldova	80	170
Monaco*	Monaco*	72,58	97,27
Mongolie	Mongolia	70	90
Montserrat	Montserrat	55	140
Mozambique	Mozambique	60	140
Myanmar	Myanmar	50	75

Namibie	Namibia	50	85
Nauru	Nauru	50	135
Népal	Nepal	50	135
Nicaragua	Nicaragua	50	135
Niger	Niger	50	75
Nigeria	Nigeria	50	185
Niue	Niue	50	135
Norvège	Norway	80	140
Nouvelle-Calédonie	New Caledonia	55	135
Nouvelle-Zélande	New Zealand	60	125
Oman	Oman	70	135
Ouganda	Uganda	55	180
Ouzbékistan	Uzbekistan	75	155
Pakistan	Pakistan	50	130
Palau	Palau, Republic of	50	135
Panama	Panama	50	160
Papouasie Nouvelle Guinée	Papua New Guinea	55	135
Paraguay	Paraguay	50	140
Pérou	Peru	75	135
Philippines	Philippines	60	150
Polynésie française	French Polynesia	60	135
Puerto Rico	Puerto Rico	65	140
Qatar	Qatar	65	135
Réunion	Reunion	60	90
Russie	Russian Federation	90	275

Rwanda	Rwanda	65	160
Saint Kitts et Nevis	Saint Kitts and Nevis	85	185
Sainte-Lucie	Saint Lucia	75	140
Saint Marin*	San Marino*	60,34	114,33
Saint-Vincent et les Grenadines	St. Vincent and the Grena.	75	190
Salomon, îles	Solomon Islands	50	120
Samoa	Samoa	50	135
Samoa Américaines	American Samoa	70	135
São Tome et Principe	Sao Tome & Principe	60	95
Sénégal	Senegal	65	135
Seychelles	Seychelles	85	140
Sierra Leone	Sierra Leone	55	135
Singapour	Singapore	75	150
Somalie	Somalia	50	125
Soudan	Sudan	55	215
Sri Lanka	Sri Lanka	50	105
St Marteen	St Marteen	90	185
Suisse	Switzerland	80	140
Suriname	Suriname	55	125
Swaziland	Swaziland	50	90
Syrie	Syrian Arab Republic	80	145
Tadjikistan	Tajikistan	75	110
Taiwan, Prov de Chine	Taiwan	55	200

Tanzanie	Tanzania, United Rep. of	50	200
Tchad	Chad	65	145
Thaïlande	Thailand	60	145
Timor oriental	East Timor	50	110
Togo	Togo	60	95
Tokelau, îles	Tokelau Islands	50	135
Tonga	Tonga	50	105
Trinité et Tobago	Trinidad and Tobago	60	115
Tunisie	Tunisia	60	85
Turkménistan	Turkmenistan	80	150
Turks et Caicos, îles	Turks and Caicos Island	55	135
Turquie	Turkey	55	165
Tuvalu	Tuvalu	50	135
Ukraine	Ukraine	80	190
Uruguay	Uruguay	55	160
Vanuatu	Vanuatu	60	110
Vatican*	Vatican*	60,34	114,33
Venezuela	Venezuela	85	125
Vierges, îles (Etats-Unis)	Virgin Islands (USA)	55	140
Vierges, îles (Grande-Bretagne)	Virgin Islands (UK)	75	140
Viêt-Nam	Viet Nam	50	205
Wallis et Futuna îles	Wallis & Futuna Islands	50	135

Yémen	Republic of Yemen	60	165
Yougoslavie, Rép. Féd. (Serbie et Monténégro)	Yugoslavia	80	140
Zambie	Zambia	50	135
Zimbabwe	Zimbabwe	50	115
Autres pays	Other country	60	145

* rallié géographiquement aux pays correspondants :

geographically linked to the following countries:

- Andorre/Andorra : Espagne/Spain
- Monaco : France
- Saint Marin/San Marino : Italie/Italy
- Vatican : Italie/Italy

Calcul

Le calcul des **Indemnités journalières (I J)** se fait selon les règles suivantes:

Durée du déplacement:

- inférieure ou égale à 6 heures: frais réels (sur présentation des pièces justificatives).
- plus de 6 heures à 12 heures inclus: 0,5 I J.
- plus de 12 heures à 24 heures inclus: 1 I J.
- plus de 24 heures à 36 heures inclus: 1,5 I J.
- plus de 36 heures à 48 heures inclus: 2 I J.
- plus de 48 heures à 60 heures inclus: 2,5 I J, etc....

Calculation

Daily subsistence allowances are to be calculated as follows:

Length of mission:

- six hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than six hours but not more than twelve hours: half the daily allowance;
- more than twelve hours, but not more than twenty-four hours: the daily allowance;

- more than twenty-four hours but not more than thirty-six hours: one and a half times the daily allowance;
- more than thirty-six hours but not more than forty-eight hours: twice the daily allowance;
- more than forty-eight hours but not more than sixty hours: two and a half times the daily allowance, and so on.