

## **ANNEX I**

### **Contract Notice**

## **ANNEX II**

### **Draft Contract**



European Centre for the  
Development of Vocational Training

**DRAFT CONTRACT No .....**

The European Centre for the Development of Vocational Training, hereinafter referred to as “Cedefop”, which is represented for the purposes of the signature of this contract by Mr Manfred Tessaring, Head of Area A, Developing research,

of the one part,

and

[official name in full]  
[official legal form]  
[statutory registration number]  
[official address in full]  
[VAT registration number]

hereinafter referred to as "the Contractor", [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

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

**Annex I** – Tender Specifications (Invitation to Tender No [complete] of [complete]) and Monitoring.

**Annex II** – Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside Cedefop invited to meetings.

**Annex III** – Contractor’s tender.

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

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

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

**I – SPECIAL CONDITIONS****ARTICLE I.1 - SUBJECT**

- I.1.1.** The subject of the Contract is [short description of subject] in accordance with the conditions laid down in this contract and the annexes thereto and as set out in Annex I.
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

**ARTICLE I.2 - DURATION**

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 12 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from the date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

**ARTICLE I.3 – CONTRACT PRICE**

- I.3.1.** The [*maximum*] total amount to be paid by Cedefop under the Contract shall be EUR [amount in figures and in words] covering all tasks executed.
- I.3.2.** The total amount referred to in the above paragraph shall be fixed and not subject to revision.
- I.3.3.** In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Annex II.

**ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES**

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

**I.4.1.** Pre-financing:

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

**I.4.2.** Interim payment

Request for interim payment by the Contractor shall be admissible if accompanied by:

- the interim report on accordance with the instructions laid down in Annex I
- the relevant invoice(s)

Provided the report has been approved by Cedefop.

Cedefop shall have twenty days from receipt to approve or reject the report, and the Contractor shall have twenty days in which to submit additional information or a new report.

Within thirty days of the date in which the report is approved by Cedefop, an interim payment corresponding to the relevant invoice(s) equal to 30% of the total amount referred to in Article I.3.1., shall be made

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

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

- the final report in accordance with the instructions laid down in Annex I
- the relevant invoice(s)

Provided the report and the other documents have been approved by Cedefop.

Cedefop shall have forty-five days from receipt to approve or reject the above documents, and the Contractor shall have forty-five days in which to submit additional information, a new report or new documents.

Within thirty days of the date in which the above mentioned documents are approved by Cedefop, the payment of the balance, corresponding to the relevant invoice(s), equal to 40% of the total amount referred to in Article I.3.1., shall be made

#### **Invoices must state:**

- a detail of costs in EUR and the total price excluding VAT
- the VAT amount in EUR separately
- that the amount invoiced is exempt from VAT under the Articles 3 and 4 of the PPI. The current provisions in Greece shall apply to VAT exemption.

### **ARTICLE I.5 – BANK ACCOUNT**

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

Name of bank: [complete]  
 Exact designation of account holder: [complete]  
 IBAN code: [complete]  
 BIC code: [complete]

### **ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS**

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

#### Cedefop:

European Centre for the Development of Vocational Training (Cedefop)  
 Procurement Service (C4T)  
 Office 4.19  
 PO Box 22427  
 GR – 55 102 Thessaloniki

Contractor:

Mr/Mrs/Ms [complete]  
[Function]  
[*Company name*]  
[Official address in full]

**ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES**

- I.7.1.** The Contract shall be governed by the Greek law.
- I.7.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Thessaloniki.

**ARTICLE I.8 – OTHER SPECIAL CONDITIONS**

## **II – GENERAL CONDITIONS**

### **ARTICLE II.1 – PERFORMANCE OF THE CONTRACT**

- II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4.** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5.** The Contractor shall neither represent Cedefop nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by Cedefop;
  - Cedefop may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of Cedefop any right arising from the contractual relationship between Cedefop and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Cedefop premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. Cedefop shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to Cedefop. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, Cedefop may - without prejudice to its right to terminate the

Contract - reduce or recover payments in proportion to the scale of the failure. In addition, Cedefop may impose penalties or liquidated damages provided for in Article II.16.

## **ARTICLE II.2 – LIABILITY**

- II.2.1.** Cedefop shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of Cedefop.
- II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. Cedefop shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against Cedefop by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4.** In the event of any action brought by a third party against Cedefop in connection with performance of the Contract, the Contractor shall assist Cedefop. Expenditure incurred by the Contractor to this end may be borne by Cedefop.
- II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to Cedefop should it so request.

## **ARTICLE II.3 - CONFLICT OF INTERESTS**

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

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

- II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.
- II.3.3.** The Contractor declares:
- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
  - that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

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

## **ARTICLE II.4 – PAYMENTS**

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

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

The guarantor shall pay to Cedefop at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require Cedefop to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. Cedefop shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

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

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

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

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

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

If Cedefop does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where Cedefop requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

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

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

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

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

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

If Cedefop does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where Cedefop requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

## **ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS**

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

**II.5.2.** The payment periods referred to in Article I.4 may be suspended by Cedefop at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, Cedefop may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

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

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

## **ARTICLE II.6 – RECOVERY**

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

- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** Cedefop may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. Cedefop may also claim against the guarantee, where provided for.

## **ARTICLE II.7 - REIMBURSEMENTS**

- II.7.1.** Where provided by the Special Conditions or by Annex I, Cedefop shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3.** Travel expenses shall be reimbursed as follows:
- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
  - b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
  - c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
  - d) travel outside Community territory shall be reimbursed under the general conditions stated above provided Cedefop has given its prior written agreement.
- II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
  - b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
  - c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
  - d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.2.
- II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided Cedefop has given prior written authorisation.

## **ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY**

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

## **ARTICLE II.9 – CONFIDENTIALITY**

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

## **ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION**

- II.10.1.** The Contractor shall authorise Cedefop to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports.
- II.10.2.** Unless otherwise provided by the Special Conditions, Cedefop shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from Cedefop.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from Cedefop and shall mention the amount paid by Cedefop. It shall state that the opinions expressed are those of the Contractor only and do not represent Cedefop's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless Cedefop has specifically given prior written authorisation to the contrary.

## **ARTICLE II. 11 – TAXATION**

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that Cedefop is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.

- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

#### **ARTICLE II.12 – FORCE MAJEURE**

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

#### **ARTICLE II.13 – SUBCONTRACTING**

- II.13.1.** The Contractor shall not subcontract without prior written authorisation from Cedefop nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where Cedefop authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to Cedefop under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which Cedefop is entitled by virtue of the Contract, notably Article II.17.

#### **ARTICLE II.14 – ASSIGNMENT**

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

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

### **ARTICLE II.15 – TERMINATION BY CEDEFOP**

**II.15.1.** Cedefop may terminate the Contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- (d) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where Cedefop seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by Cedefop as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in Cedefop's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by Cedefop;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

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

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

**II.15.4. Consequences of termination:**

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

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

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

**ARTICLE II.16 – LIQUIDATED DAMAGES**

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

**ARTICLE II.17 – CHECKS AND AUDITS**

- II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.
- II.17.2.** Cedefop or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- II.17.3.** In addition, the European Anti Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and

Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance.

**ARTICLE II.18 – AMENDMENTS**

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

**ARTICLE II.19 – SUSPENSION OF THE CONTRACT**

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

Done at Thessaloniki in duplicate in English.

For the Contractor,  
[*Company name/forename/surname/function*]

For Cedefop,  
[forename/surname/function]

signature[s]: \_\_\_\_\_

signature[s]: \_\_\_\_\_

Date

Date

## **ANNEX I to the draft contract**

### **Tender Specifications and Monitoring**

*The purpose of this Annex is to enable Cedefop to conduct, throughout the duration of the Contract, an accurate appraisal of whether the Contractor is executing the tasks assigned to him in accordance with the provisions of the Contract.*

*So that Cedefop can regularly identify the progress made in execution of the tasks in accordance with the Tender Specifications, appropriate monitoring, assessment, and supervisory procedures shall be set up. For these purposes, this Annex shall include all necessary details, in particular, where relevant, the following:*

- (i) schedule of interim and final reports – terms for approval, structure and content (where provision is made for such reports and a specific annex is not necessary);*
- (ii) schedule of audits to be carried out in accordance with Article II.17 of the Contract.*

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

**ANNEX II to the draft contract**

**EUROPEAN CENTRE FOR THE DEVELOPMENT OF VOCATIONAL TRAINING**

**Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings**

THE MANAGEMENT BOARD OF THE EUROPEAN CENTRE FOR THE DEVELOPMENT OF VOCATIONAL TRAINING

HAVING REGARD to Council Regulation (EEC) No 337/75 of 10<sup>th</sup> February 1975 establishing a European Centre for the development of vocational training,

HAVING REGARD to Council Regulation (EEC) No 1416/76 of 1<sup>st</sup> June 1976 on the financial provisions applying to the European Centre for the development of vocational training, and in particular Articles 2 and 18 thereof,

HAS ADOPTED THESE RULES:

General provisions

Article 1

The Director of the Centre shall be authorised to grant the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings, in accordance with the following rules.

Travel expenses

Article 2

1. Travel expenses shall be reimbursed on the following basis:
  - the shortest and most economical route by first class rail between the departure point, stated in the invitation, and the place where the meeting is held. Tickets need not be produced;
  - where the journey includes not less than six hours of night travel between 2200 hours and 07h00, sleeping car accommodation up to the cost of two-berth class, on production of the ticket;
  - the cost of seat reservations and transport of necessary luggage and supplements for fast trains, on production of documentary evidence.
2. Where the person invited travels by car, his travel expenses shall be reimbursed on the basis of the first-class rail fare, excluding sleeping car or any other supplement. Where two or more persons entitled to reimbursement of travel expenses use the same car, only the person responsible for the car shall be reimbursed, at the rate of 150%. The costs of shipment and a sea crossing shall be reimbursed to the person responsible for the car, on production of documentary evidence.
3. Air fares shall be reimbursed upon production of the air ticket, which shall be for the economy class. It is not admissible to travel by air except when the distance by rail between the place at which the meeting is held and the place to which the invitation is addressed is more than 400 kilometres or when the usual route involves a sea crossing.

Article 3

By way of derogation from Article 2, the Director of the Centre may decide that only the cost of the second-class return rail fare shall be reimbursed. In such case, the conditions of reimbursement shall be stated in the invitation.

#### Subsistence expenses

##### Article 4

The allowance for subsistence expenses per day of meetings shall be paid if the distance between the departure point and the place where the meeting is held is more than 100 km.

This allowance shall be a standard amount covering all the expert's expenses at the place where the meeting is held, including the costs of accommodation, meals and local travel.

The amount depends on the place of the meeting and is equivalent to the mission allowances paid to officials of the European Commission.

##### Article 5

Where the interval between two meetings is insufficient for the expert to return to his point of departure, or if he prefers to stay in the place where the meetings are held, he is entitled to the subsistence allowance for each intervening day. In the second case, however, the total amount of the allowance for the intervening days may not exceed the price of the return air fare.

##### Article 6

When the person called makes use of a reduced fare, obliging him/her to remain at the place of the meeting for a number of days, he/she will receive a supplementary allowance. However, the amount of this allowance, together with the cost of the air ticket, should not exceed the cost of a full-fare air ticket.

#### Special provisions

##### Article 7

The Director of the Centre may, after having obtained the opinion of the Financial Controller, grant the reimbursement of travel, subsistence and miscellaneous expenses exceeding the ceilings laid down in the preceding Articles upon a duly motivated request by the person concerned.

##### Article 8

No moral, material or bodily harm incurred by the expert in the course of his journey or of his stay in the place where the meeting is held may be the subject of a claim against the Centre unless it can be imputed to the Centre.

#### Final provisions

##### Article 9

These rules shall enter into force on the first day of the month following that of their adoption by the Management Board.

Done at Brussels, 24 January 1997

For the Management Board  
The Chairman  
T. O'Dwyer  
(signed)

## **ANNEX III**

### **Legal Entity Form**

(to be downloaded, depending from the nationality and legal entity of the tenderer, from the following website)

[http://ec.europa.eu/budget/execution/legal\\_entities\\_en.htm](http://ec.europa.eu/budget/execution/legal_entities_en.htm)

## **ANNEX IV**

### **Financial Identification Form**

(to be downloaded, depending from the nationality of the tenderer, from the following website)

[http://ec.europa.eu/budget/execution/ftiers\\_en.htm](http://ec.europa.eu/budget/execution/ftiers_en.htm)

**ANNEX V****Declaration on Exclusion Criteria**

(TO BE COMPLETED AND SIGNED BY THE APPLICANT)

The undersigned:

Name of the individual/company/organisation: .....

Legal address: .....

Registration number/ID Card No: .....

VAT number: .....

declares on oath that the individual/company/organisation mentioned above is not in any of the situations mentioned below:

- a) is bankrupt or being wound up, is having his/her 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 his/her professional conduct by a judgement which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which Cedefop can justify;
- d) has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which he/she is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) has been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- f) following another procurement procedure or grant award procedure financed by the Community budget, he/she has been declared to be in serious breach of contract for failure to comply with his/her contractual obligations.

I, the undersigned, understand that contracts may not be awarded if during the procurement procedure the individual/company/organisation mentioned above:

- is subject to a conflict of interest;
- is guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information.

Full name:

Date:

Signature:

## ANNEX VI

### CHECK LIST OF MANDATORY DOCUMENTS

<b>Mandatory documents to be included in the tender</b>	<b>Reference paragraph</b>	<b>Document included</b>		<b>If the document is not included, please provide explanation</b>
Subcontracting	2.1.3	Y	N	
Legal entity form	2.2.2, (Annex III)	Y	N	
Inscription in the professional/trade register	2.2.2	Y	N	
<i>Exclusion criteria:</i> Declaration on honour	2.2.3.2, (Annex V)	Y	N	
<i>Economic and Financial capacity:</i> Statement from the bank <i>and/or</i> balance sheets for the last two years <i>and/or</i> statement of turnover during the last three years	2.2.4.1 2.2.4.1 2.2.4.1	Y Y Y	N N N	
<i>Technical and professional capacity:</i> Detailed CV(s)	2.2.4.3 a)	Y	N	
<i>Technical and professional capacity:</i> List(s) of work results of those person(s) who will perform the tasks	2.2.4.3 b)	Y	N	
<i>Technical and professional capacity:</i> List of services and contracts performed in the last three years	2.2.4.3 c)	Y	N	
<i>Technical and professional capacity:</i> Description of the Tenderer's work and research facilities	2.2.4.3 d)	Y	N	
<i>Technical and professional capacity:</i> Description of measures employed to ensure the quality of services	2.2.4.3 e)	Y	N	
Individual(s) entitled to sign the contract	2.2.5	Y	N	
Financial identification form	2.2.5 (Annex IV)	Y	N	
Technical offer	3.2.1.2	Y		
Financial offer	3.2.2, 4.3.3	Y		