



European Centre for the
Development of Vocational Training

Call for tenders (RFP)	AO/B-E/PHT-LT/EUROPASS/018/06
Type:	Open Procedure
Subject:	Europass services
Place of execution	Thessaloniki – Greece
Deadline for submission of offers:	22/09/2006 – 17:00
Deadline for obtaining tendering specifications (Infopack)	08/09/2006 – 17:00
Submit your offer:	In person at the offices of Cedefop or by postal mail or by courier
Offices:	Europe 123 Pylaia GR-570 01 – Thessaloniki
Postal address:	Cedefop P.O. Box 22427 GR-55 102 – Thessaloniki
To the Attention of:	Mr C. F. Lettmayr
Information:	Name of responsible: Mr C. F. Lettmayr Fax : +(30) 2310 490 028 E-mail: C4T-services@cedefop.europa.eu

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TENDERING SPECIFICATIONS

VADE MECUM

In responding to this open call for tender please make sure that you have:

- examined all the documents used for this call for tender and any other information available in writing for the purpose of responding;
- examined all further information relevant to the risks, contingencies, and other circumstances having an effect on your tender.

Specifically:

- Do not forget to SIGN your tender by a legally authorised person.
- Be on time.
- Be concise in your responses.
- Lay your information out so that it is easily accessible to the Evaluation Committee.
- Do not assume the Evaluation Committee knows your company.
- Answer the questions that have been asked and not the ones you would like to answer.
- Ensure your tender is a complying tender.
- Substantiate the company claims made in the tender. Be accurate in your claims.
- Demonstrate value for money in your tender.
- In drafting your financial offer read carefully Part I §4.4 and §6.5, 6.6.
- When completing the Questionnaire 2 (§11.2), take into consideration the paragraph 4.3
- In submitting your offer you should be aware of the general conditions included in Part III (draft framework contract to be awarded as a result of this open call for tender).

Glossary of terms

Tender, *offer*, *proposal* and *bid* are synonymous.

Tenderer means the entity that submits a tender (offer).

The *Centre* or *Cedefop* is the European Centre for the Development of Vocational Education and Training.

The term *Contractor* means the successful **tenderer** with whom a future contract shall be, in principle, established.

Throughout this text, the terms **tenderer**, **respondents**, **suppliers**, **applicants** may be used interchangeably.

Must: requirements prefixed with a *must* imply an absolute and mandatory obligation of conformance. Failure to observe this may result in exclusion.

Mandatory: failure to respond to a mandatory question may imply the rejection of the tender.

Call for Tender, **Request for Proposal** (RFP) and **Request for Tender** (RFT) are synonymous.

For a requirement, **minimum** and **at least** are synonymous.

The same goes for the terms **warranty** and **guarantee**.

'*Value for money*' means achieving the best outcome for every Euro spent by assessing both the **costs** and **benefits** of each purchase rather than simply focussing the evaluation of offers on the lowest purchase price alone.

NEC is the National Europass Center, one in each country, being the local presence point for Europass information

Intra-muros ("inside the walls") means work within the Centre's premises, i.e. provide on-site services.

Extra-muros ("outside the walls") means work at the Contractor's premises.

Europass is the name of the single framework for the transparency of qualifications and competences in Europe, founded by a joint Decision of the Council and of the European Commission.

TABLE OF CONTENTS

PART I – INVITATION TO TENDER	7
1. Presentation of this call for tender	7
1.1. Introduction.....	7
1.2. Cost free supply of the tender documents.....	7
1.3. Implications of submitting a tender	8
1.4. No obligation to award the contract	8
1.5. Presentation of Cedefop.....	8
2. Purpose and Scope of this call for tender.....	9
3. Contract to be awarded as a result of this call for tenders	9
3.1. Awarding and type of contract	9
3.2. General terms and conditions	9
3.3. Duration of framework contract - Period of execution.....	9
3.4. Orders	9
3.5. Prices – Pricing Policy.....	10
3.6. Value of the framework contract.....	10
4. Evaluation and award Procedure	11
4.1. Admissibility procedure.....	11
4.2. Grounds for the Exclusion of tenderers - Please see Questionnaire 1, §11.1.....	12
4.3. Selection of tenderers - Please see Questionnaire 2, §11.2	14
4.4. Award Criteria	15
5. Special terms and conditions of the tendering procedure	18
5.1. Validity of tenders	18
5.2. Joint Offers	18
5.3. Confidentiality	18
5.4. Subcontracting	18
5.5. Contact point—additional info	18
5.6. Working meetings under this call for tenders.....	19
6. Submission of Offers – Responses (standard reply forms).....	20
6.1. Deadline and address of submission.....	20
6.2. How to send your offer	20
6.3. What Documents to submit (mandatory).....	20
6.4. How to draw up your offer	21
6.5. How to submit your tender (Format of tenders)	22
6.6. Financial offer.....	23
PART II - TECHNICAL SPECIFICATIONS (TERMS OF REFERENCE).....	24
7. Background	24
7.1. General objective of the Europass initiative.....	24
7.2. The Transparency of Qualifications in Europe: brief history	24
7.3. The European forum on transparency of qualifications	24
8. The Europass Decision	26
9. Technical Specifications – Requirements	27
9.1. Detailed description of tasks and services to be provided.....	27
9.2. Technical requirements.....	28
10. On-site Services	29
10.1. Services to be provided.....	29
10.2. Place of delivery of services for the on-site services.....	30
10.3. Work Schedule.....	30

10.4. Work environment	30
10.5. Holidays	30
ANNEXES	31
11. Reply Forms and Questionnaires	31
QUESTIONNAIRES (MANDATORY)	32
11.1. QUESTIONNAIRE 1: Exclusion Criteria (MANDATORY)	32
11.2. QUESTIONNAIRE 2: Selection Criteria (MANDATORY)	34
11.3. QUESTIONNAIRE 3: Evaluation Criteria Checklist	38
11.4. Form of submission of the Financial offer (mandatory).....	39
11.5. Tenderer Identification Form.....	40
11.6. Project Reference Form	42
11.7. CV Form	43
11.8. Financial Identification Form	45
11.9. Legal Entity Form.....	46
11.10. European Language Levels – Self Assessment Grid.....	47
12. Technical Description of Europass	48
12.1. Europass platform.....	48
12.2. Europass Mobility management tool	49
12.3. Technologies.....	51
12.4. Subsystems	52
PART III – DRAFT FRAMEWORK CONTRACT	54

PART I – INVITATION TO TENDER

1. PRESENTATION OF THIS CALL FOR TENDER

1.1. Introduction

The specifications and requirements in this document constitute a call for tenders for the provision of *Web Development, Maintenance, Support, Consulting and Project Management Services for the Europass Platform*, in the context of a framework contract signed between the successful tenderer and Cedefop.

The call for tender is composed of three parts:

Part I contains the subject matter and useful information for respondents (what is required, terms and conditions, how to submit an offer, award procedure etc).

Part II contains the technical specifications (terms of reference) and reply forms (forms and *Questionnaires*). Questionnaires are intended to help respondents to provide all required material in a standardised form (**Checklists**) in order to facilitate the assessment procedure.

Part III contains a draft framework contract (sample) to be signed by the successful tenderer.

The enclosed provisions and specifications cover technical, legal and organisational guidelines and requirements, which are binding. They constitute an integral part of the contractual obligations of the tenderer for the tendering phase, as well as for the future contract to be signed.

All documents used in this call for tender complete one another and form an integral unit. Any contradiction contained is not prejudicial to Cedefop. All documents herein are covered by restrictions governed by copyright laws.

The present call for tender is governed by Community law and Community public procurement directives.

The questionnaires and other documentation concerning this Call for Tender are also made available on Cedefop's web site www.cedefop.europa.eu.

Before deciding to participate in the present call, tenderers should read carefully all terms and conditions.

1.2. Cost free supply of the tender documents

Cedefop shall provide the infopack containing all the relevant documents for tenders' submission free of charge. The material will be available online and also be available in electronic format (on enclosed disk) to help tenderers prepare their offer (Questionnaires).

1.3. Implications of submitting a tender

The submission of a tender in reply to a Call for Tenders issued by Cedefop entails the tenderer's:

- Accepting all the terms and conditions stipulated in this Call for Tender, in the draft contract and its annexes.
- Waiving of the tenderer's own terms of business.

1.4. No obligation to award the contract

The submission of a tender gives neither the right to the attribution of a contract, nor to a compensation for any costs, losses or expenses incurred by tenderers in preparing their tender.

1.5. Presentation of Cedefop

Cedefop, hereinafter referred to as “the Centre”, is a decentralised Agency funded by the European Commission whilst being operationally independent. Cedefop's Management Board consists of representatives of the Commission, the governments of the Member States, and employers' and employees' organisations from all the Member States. Norway and Iceland participate as observers.

The Centre's founding Regulation in 1975 cites the aim of the Centre as being “to assist the Commission in encouraging, at Community level, the promotion and development of vocational training and of in-service training”. Initially located in Berlin, Cedefop has been based in Thessaloniki, Greece, since 1995.

Cedefop is the European Union reference centre for vocational education and training. The mission of the Centre is to monitor developments in the field of vocational education and training in Europe with a view to providing policy-makers and practitioners at all levels of vocational education and training (VET) in the EU and EEA (Commission, Member States and Social Partners) with relevant information on vocational education and training systems, policies, research, present practice and future trends, enabling them to take informed decisions on policy development and future action.

Cedefop publishes electronic and print publications, has a documentation centre and manages a series of networks with members all over Europe.

The Centre's website, on <http://www.cedefop.europa.eu>, gives general information whilst the “Electronic Training Village” (referred to as the ETV) on <http://www.trainingvillage.gr> is an interactive site for vocational training information and research in Europe.

2. PURPOSE AND SCOPE OF THIS CALL FOR TENDER

The purpose of this invitation to tender is to conclude a framework contract with one (1) service provider, for the provision of *web software development, maintenance, support, consulting and project management services* related to the **Europass project**, and specifically to the web-based Europass tools (Europass portal and Europass mobility management tool), using a given technological environment described in §12 and in accordance with the Technical Specifications of Part II and the draft framework contract of Part III.

The place of delivery of services will be partly at the contractor's premises (extra-muros) and partly at the Centre's premises (intra-muros). Detailed description of tasks is to be found in Part II, §9 and especially at §10 about the on-site services.

3. CONTRACT TO BE AWARDED AS A RESULT OF THIS CALL FOR TENDERS

3.1. Awarding and type of contract

The market awarded will result in a Framework contract based on the draft Framework Contract in Part III. This framework contract lays down the legal, financial, technical and administrative provisions governing the relations between Cedefop and the Contractor during the period of its validity. Orders will be placed by means of specific agreements attached to the framework contract.

The draft framework contract will be modified as necessary based on the elements of the selected offer not known at this stage of the procedure, such as prices, and on certain elements of these tendering specifications, such as penalties (see Part III).

3.2. General terms and conditions

The "*General Conditions*", governing the contract to be awarded can be found in the draft framework contract (Part III).

3.3. Duration of framework contract - Period of execution

The maximum duration of the framework contract may not exceed four years in total.

3.4. Orders

Orders will be placed by means of *Specific Agreements* or *Order Forms*, which will be considered as supplementary agreements to the framework contract.

Specific agreements or Order Forms will be issued throughout the validity of the framework contract. Their number will depend on the needs of Cedefop.

NB: Signature of the Framework Contract does not place Cedefop under any obligation whatsoever to place orders.

3.5. Prices – Pricing Policy

- 3.5.1. Cedefop enters into contracts and makes payments in Euro. Tenders must accordingly be expressed in Euro.
- 3.5.2. Prices quoted are fixed and non revisable.
- 3.5.3. Tenders shall show prices in the form requested in the tendering specifications (i.e. Part II, Financial Offer Form §11.4).
- 3.5.4. Cedefop is exempt from all customs duties, indirect taxes and sales taxes in accordance with the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities. Such charges may not therefore be included in the calculation of the price quoted. The VAT amount must be indicated separately.

3.6. Value of the framework contract

The estimated yearly volume of the required services outlined above is estimated to vary around the indicative amount of ca 250 for off-site (extra-muros) services and approximately 200 person-days for on-site (intra-muros) services, summing up to about 450 person-days per year. Volume/figures without legal commitment.

This is an estimation only, based on the experience so far and the prospected new projects. It is important to note that this figure is given for informational purposes only and without any explicit or implicit legal obligation to commit to it. The ratio between the two estimations may also vary (more extra-muros than on-site services and vice versa).

This is due to the nature of Europass political decision-making at EU level, which on one hand may produce unexpected obligations for new developments, on the other hand may cancel or modify decisions and reduce funding of the project. Furthermore, actual future expenditure will also depend on the financial conditions of the successful tender. Tenderers are advised to take into account this project pattern before deciding to submit a proposal.

4. EVALUATION AND AWARD PROCEDURE

The evaluation will be based on the tenderer's answers to the *Questionnaires* in Part II and their accompanying references and documents. The evaluation will proceed in stages, as described below. Only the offers meeting the requirements of a stage will pass on to the next stage of the evaluation.

The final stage involves the award of the contract to the tenderer who has presented the best offer (value for money).

The stages of the evaluation procedure will be as follows:

- (1) admissibility procedure;
- (2) exclusion of tenderers;
- (3) selection of tenderers;
- (4) evaluation of offers according to the award criteria:
 - (a) technical evaluation;
 - (b) financial evaluation;
- (5) award of the contract.

4.1. Admissibility procedure

Proposals are checked for completeness and compliance. Proposals that do not contain **all** information requested (e.g. completed offer Questionnaires/forms and attachments) will be excluded from evaluation.

Tenders will be initially selected and deemed admissible where:

- (1) they have been submitted within the **deadline**
- (2) they have been **dully signed by an authorized person**
- (3) there are three (3) copies
- (4) the **Questionnaires** and the reply forms have been **duly completed**.

4.2. Grounds for the Exclusion of tenderers - Please see Questionnaire 1, §11.1

Candidates/tenderers shall be excluded from participation in this call for tenders if:

- 4.2.1. *they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;*
- 4.2.2. *they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;*
- 4.2.3. *they have been guilty of grave professional misconduct proven by any means which Cedefop can justify;*
- 4.2.4. *they have 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 they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;*
- 4.2.5. *they have been the subject of a judgement 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;*
- 4.2.6. *following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;*

Tenderers must certify that they are not in one of the situations listed above by providing:

- 4.2.7. *For points 1, 2, and 5 of section 4.2 a recent extract from the judicial record, 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 must be provided.*
- 4.2.8. *For point 4.2.4, a recent certificate issued by the competent authority of the State concerned must be provided for both cases (payment of social security contributions and payment of taxes). Where no such certificate is 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.*

Contracts may not be awarded to candidates or tenderers who during the procurement procedure:

- 4.2.9. *are subject to a Conflict of interest: 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.*
- 4.2.10. *are 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.*

4.3. Selection of tenderers - Please see Questionnaire 2, §11.2

Tendering parties will be selected if they can prove that they have sufficient economic and financial capacity, on the one hand, and sufficient technical and professional capacity, on the other hand. To that end they should fill in the Questionnaire 2, §11.2 in Part II and provide the required documentation.

Failing to respond duly and convincingly to the requirements set out in this section may imply the rejection of your tender at this stage.

NB: Please note, answers to the questionnaires are binding and are integral part of the future contract. Non conformance to the tenderer's commitments under these sections, during the performance of the contract shall constitute a reason for Cedefop to terminate the contract.

4.3.1. *Economic and financial capacity of tenderers*

In order to prove that you have sufficient economic and financial capacity to perform the contract, you are required to present the following documentation, an overview of which is given below (please fill-in the detailed Questionnaire 2, §11.2):

- 4.3.1.1. appropriate statements from the bank relating to your economic and financial capacity; (please refer to questions 1 and 2 of §11.2)
- 4.3.1.2. official or certified true balance sheets or extracts from balance sheets for at least the last three years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which you are established does not require you to publish your balance sheet); (please refer to question 3 of §11.2)
- 4.3.1.3. a statement of overall turnover and turnover concerning the goods and/or services to be covered by the contract during the last three financial years; (please refer to question 4 §11.2)
- 4.3.1.4. if you intend to rely on the capacities of other entities (e.g. your parent company), a written undertaking on the part of those entities confirming that they will place the resources necessary for performance of the contract at your disposal. (please refer to question 5 of §11.2)

Please refer to and fill-in the detailed Questionnaire 2 (§11.2)

4.3.2. *Technical and professional capacity of tenderers*

These criteria relate to your skill, efficiency, experience and reliability in similar circumstances (performing similar contracts i.e. in size, scope, technology and subject matter). Tenderers are required to prove that they have sufficient technical and professional capacity to perform the contract by presenting documentation and answering to the attached Questionnaire 2 (§11.2 - please refer to questions 7 to 27).

4.3.2.1. **Technical competence** of the company, in evidence of which all the following documents shall be furnished:

- (1) presentation and description of the company;
- (2) list of major contracts performed during the past four years similar to those described in this invitation to tender (indicating the amounts and/or their size in person-days, the dates and the name of the consignees, public or private, the technologies used (precisely), the teams involved and any other relevant information tenderers may wish to include);
- (3) description of the organisational structure of the tendering company (equipment, working methods, etc.) showing its ability to adapt to any new factors arising during performance of the contract (e.g. unforeseen changes in deadlines and/or workload, departure of staff belonging in the project team, unsatisfactory performance of staff, etc);
- (4) CVs based on criteria of suitability to the requirements in terms of: educational background, length and scope of experience, and any other elements of value to the purposes of this call for tender; (please take into account §9.2).
- (5) A document (1 to 5 pages) which shows evidence of technical know-how, expertise and command of the technologies used until now in Europass (as listed in sections 9.2 and 12.3)

Only companies exhibiting a highly sufficient and convincing level of quality, relevance, suitability and coverage of the technical requirements (sections §9 and §12.3) shall have their offers considered at the next stage of the evaluation.

Please refer to and fill-in the detailed Questionnaire 2 (§11.2).

4.3.2.2. **Professional capacity** and standing, in evidence of which the tenderer shall furnish:

- proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (please also fill in the annexed Legal entity form and provide the requested documents);

Please refer to and fill-in the detailed Questionnaire 2 (§11.2).

4.4. **Award Criteria**

The evaluation of the technical and financial offer will be carried out by the competent Evaluation Committee, appointed by Cedefop's Director. After the Evaluation Committee has made a proposal, the Centre shall announce the final list of tenders and invite the tenderer whose offer places first to draw up the contract with the Centre.

The contract will be awarded to the tender offering the best value for money ratio (quality/price). Tenders scoring less than 65 out of maximum 100 points on quality will not be considered technically acceptable.

4.4.1. *Qualitative Evaluation*

Please refer to and fill-in the detailed Questionnaire 3 (§11.3).

Qualitative Value of the offer (i.e. overall merit and quality of the offer) is taking into account the following criteria:

Table 1 –Qualitative Value

Award Criteria (Questions 1 until 8 of Questionnaire §11.3)	Weight %
1. Degree of understanding of the nature and scope of the project; its context and the results to be achieved; the work and tasks to be performed Questions 1 and 2 of Questionnaire §11.3	15
2. Quality and completeness of the methods suggested to carry out the work and meet the technical specifications (§9), including tools, methodologies, project management, procedures, work organization, project communication Question 3, 4 and 5 of Questionnaire §11.3	35
3. Type and degree of involvement of the proposed human resources. Degree of direct involvement of the most experienced, senior staff of the company. Procedures proposed in order to provide backup and replacement of any staff, when needed Questions 6 and 7 of Questionnaire §11.3	35
4. Level of software and services guarantee (free of charge bug correction period, transfer of know-how period offered in case of replacement of on-site workers) Questions 8, 9 of Questionnaire §11.3	10
5. The overall presentation of the offer, overall adherence to the requirements, general conformance to the terms and conditions of the present call, content thoroughness, precision and formal completeness Question 10 of Questionnaire §11.3	5
Total Quality Value (TQV)	100%

4.4.2. *Financial Offer*

The financial offer will be calculated with a one (1) year utilisation scenario. This scenario constitutes a projected simulation of estimations throughout what is expected to be a typical year of expenditure in the four year period of the contract. The actual level of expenditure may vary both per year and in total depending on the considerations of §3.6

Table 2 – Financial Offer

<p>DE = Price for person-day for off-site (extra-muros) development services</p> <p>CE = Price for person-day for off-site (extra-muros) consultancy services</p> <p>ME = Price for person-day for off-site (extra-muros) project management services</p> <p>TFI = Price for person-day for on-site (intra-muros) services</p> <p>TFE = $0.7 \times DE + 0.2 \times CE + 0.1 \times ME$ (total financial extra-muros)</p> <p>Total Financial Offer (TFO) = $TFI \times 200 + TFE \times 250$</p>

Please refer to and fill-in the *Form of submission of the Financial offer*, §11.4

4.4.3. *Total score*

The final score results from the fraction:

$$\mathbf{Final\ Score = TQV / TFO}$$

Both TQV and TFO are **normalised** to a scale of 100.

The company achieving the highest score on the award criteria will be invited to sign a contract for one year.

5. SPECIAL TERMS AND CONDITIONS OF THE TENDERING PROCEDURE

5.1. Validity of tenders

The tenderer shall be bound by this tender for a period of minimum **six (6) months** from the final date for receipt of tenders (unless the tender proposes more).

5.2. Joint Offers

Joint offers will **not** be accepted.

5.3. Confidentiality

A tenderer who submits an offer must maintain confidentiality in respect of any document made available to him by Cedefop in respect of any information to which he may have access as a result of the tender.

Any document submitted by tenderers will become the property of Cedefop and will be considered confidential.

5.4. Subcontracting

In case of subcontracting, each subcontractor **must** fill in the relevant Questionnaire 1, §11.1 with all supporting documents mentioned above as well as the declaration on Exclusion criteria.

The tenderer must indicate the proportion of the contract may intend to subcontract

If awarded, the contract will be signed by the tenderer that will be the only contracting party responsible for the performance of the contract.

5.5. Contact point—additional info

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

5.5.1. *Before the final date for submission of tenders:*

At the request of the tenderer, the Cedefop Procurement Service may provide additional information solely for the purpose of clarifying the nature of the contract. Any request for additional information must be made in writing by fax (fax No +30 2310 490 028) or by e-mail (C4T-services@cedefop.europa.eu).

Request for additional information received less than five (5) **working days before the closing date** for submission of tenders will not be processed.

The contracting authority 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 tender.

Any additional information including that referred to above will be sent simultaneously to all tenderers who have requested the specifications (candidates invited to tender) and published at Cedefop's website (www.cedefop.europa.eu).

Therefore please check Cedefop's website frequently. All answers to requests for clarifications are published there.

5.5.2. *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 result.

5.6. Working meetings under this call for tenders

The Contractor will be required to attend any meetings convened by Cedefop in order to establish the state of progress of work already completed and, where appropriate, to change the subsequent course of the work in the light of the results achieved. Except where otherwise provided by the Contract, travel and subsistence expenses shall be payable by Cedefop in accordance with its rules currently in force.

In particular, the kick-off meeting, sales or pre-sales meetings and any other meetings convened on the initiative of the Contractor, shall not be payable by Cedefop

6. SUBMISSION OF OFFERS – RESPONSES (STANDARD REPLY FORMS)

6.1. Deadline and address of submission

The **deadline** date for submission is **22/09/06, 2006 at 17:00 (CET+1)**. The tenders must be **sent** to, or **deposited** at the following addresses.

Mail address (send)	Office address (deposit)
Cedefop P.O. Box 22427 GR— 55 102—Thessaloniki GREECE	Cedefop Europe 123 Pylaia GR—57 001—Thessaloniki GREECE

6.2. How to send your offer

6.2.1. Offers may be submitted in one of the following ways:

6.2.2. By mail through the **national post office**. In this case, **registered mail** must be used. The offer should be posted at the latest by the deadline date and time. **The postmark** shall evidence respect of the deadline date.

6.2.3. Through a **courier service**. In this case, evidence of the date of dispatch shall be the courier service's registration slip.

6.2.4. By **hand-delivery**, to Cedefop, Procurement Service, Att.: Mr C. F. Lettmayr, **at the latest by 22/09/06 at 17:00** whether by the tenderer itself or by an authorised representative. In this case, the said delivery must be effected against a dated and signed receipt given by a staff member of the said service.

6.2.5. All tenders will be opened according to well-established internal procedures practised by Cedefop.

6.2.6. Tenders **must not** be submitted **via facsimile** or **electronic tender submission**. Proposals will only be accepted in **printed form** delivered to the above location.

6.2.7. Tenders submitted after the above deadline will not be opened and will be returned to the tenderer.

6.3. What Documents to submit (mandatory)

Tenderers **must** provide their offer both in hard-copy format (paper) and electronic format (MS-Word and Excel files):

- (1) all the Questionnaires 1 to 3 of section 11 (§11.1, 11.2, 11.3), properly filled-in and signed with all supporting documentation there-in, including the *Tenderer Identification*, the *Client/Project Reference*, the *CVs* and *CV Experience* pages, the *Legal Entity Form* and the *Financial Identification Form* (all in one envelope including the disc).
- (2) The Financial Offer (§11.4), properly filled-in and signed, in a separate envelope including the disc.

6.4. How to draw up your offer

6.4.1. Language of the tender

The submission of tenders will be done **preferably in English**.

6.4.2. Questionnaires

The tenderer must respond to this call for tenders by completing the Questionnaires contained in Part II of these tendering specifications. In addition to completing the Questionnaires, the tenderer may also include any other information which is considered relevant.

Every tenderer must complete a copy of the appropriate Questionnaires (see Part II). For offers involving sub-contractors, certain questions (as indicated in the Questionnaire) should be completed for each sub-contractor.

In completing a Questionnaire, the Tenderer should, where possible, respond in the space provided. If more space is required, the response should be made separately and annexed to the Questionnaire. Such a response should be clearly referenced or identified and this reference should be noted on the Questionnaire in place of the actual response.

Great care should be taken to ensure that a full response has been given to each question. Incomplete responses prevent a full evaluation of an offer, and in some cases, will lead to elimination.

Important: any lack of answer will be considered as a negative answer.

You should preferably use the original Questionnaire (or a photocopy) when making your response. The Questionnaire may be filled in by hand. If you reproduce the Questionnaire using your own text processing facilities, you must ensure that all the questions from the original Questionnaire are included in your reproduction. Any alteration of the original questions will lead to elimination.

6.4.3. Mandatory questions

At several points in the Questionnaires, you will see the mention "Mandatory". Particular attention should be paid to such questions for which a positive answer is mandatory. Indeed, if a satisfactory answer in quantity and quality is **not given** to any such question, the tenderer may

be eliminated from the evaluation procedure. Should there be any objection to these mandatory questions, the tenderer must contact the Cedefop before the deadline for submission of tenders.

6.4.4. CV Forms

This document defines a standard Curriculum Vitae (CV) layout for a tenderer to use when putting forward a person for a particular role in a project (Part II, §11.7). Tenderers may use this or an equivalent CV form.

6.5. How to submit your tender (Format of tenders)

6.5.1. Number of copies

Tenders must be submitted in three (3) copies (triplicate) (one original clearly marked as “Original” and two photocopies marked as “Copy1” and “Copy2”. In order to be complete, every copy must contain in the same envelope all documents under §6.3. The technical offer and the financial offer must be in separate envelopes.

6.5.2. Presentation

Tenders must be submitted in conformance with the administrative requirements as set out in the present call for tenders. Each copy shall contain all required documents.

The original copy of the tender:

- must be signed by the tenderer or by an authorised representative of the tenderer.
- be accompanied by a covering letter **signed** by the tenderer or his duly authorised agent;
- be perfectly legible in order to rule out any doubt whatsoever concerning the words or figures;

6.5.3. Envelopes

Tenders must be submitted in a sealed envelope, itself enclosed within a second sealed envelope.

The **outer envelope** should read exactly as follows:

Cedefop
Procurement Services
Att. Mr C. F. Lettmayr
Call for Tenders - **Reference:** < AO/B-E/PHT-LT/EUROPASS/018/06>
P.O. Box 22427
GR— 55 102—Thessaloniki

The **inner envelope** should read exactly as follows:

<p>Cedefop Attn Mr C. F. Lettmayr (Procurement Services) Call for Tenders - Reference: < AO/B-E/PHT-LT/EUROPASS/018/06> P.O. Box 22427 GR— 55 102—Thessaloniki</p> <p>"Open invitation to tender - Not to be opened by the mail service".</p>
--

6.6. Financial offer

The financial offer must be placed in a sealed separate envelope labelled “*Financial Offer*” (mandatory). To facilitate the processing of financial data, tenderers are requested to include in their sealed envelope “*Financial Offer*” both the paper form and the electronic (disc).

PART II - TECHNICAL SPECIFICATIONS (TERMS OF REFERENCE)

7. BACKGROUND

7.1. General objective of the Europass initiative

Europass is an initiative of the European Commission with the global objective to increase transparency of qualifications and promote mobility of citizens providing a set of compatible and harmonised documents and resources.

Europass currently consists of 5 instruments (see detailed description below) and is an open framework to which more documents may be added in the future, in particular in order to address particular sectors or skills more specifically.

7.2. The Transparency of Qualifications in Europe: brief history

Since the mid 1990, the European Commission wants to increase the transparency of qualifications in Europe, in order to promote recognition of qualifications, support worker's mobility and employability and increase transnational cooperation in the field of education.

Over the last years the importance of transparency instruments has increasingly been recognised by stakeholders, particularly as a tool to improve both geographical and occupational mobility. However, citizens are often not aware of the tools available, and therefore do not optimise their opportunities on the labour market and in seeking further education and training.

7.3. The European forum on transparency of qualifications

In 1998, the European Commission and Cedefop set up the European forum on transparency of vocational qualifications to bring social partners together with national training authorities representatives around the issue of transparency.

The work of the Forum resulted in the elaboration of three documents:

- the Europass CV,
- the Europass Certificate Supplement,
- the National Reference Points (NRPs).

The Copenhagen Declaration of 30 November 2002 and the Council Resolution of 19 December 2002 on the promotion of enhanced European

cooperation in vocational education and training¹ asked for existing transparency instruments to be brought together in a single framework.

A technical working group (a restricted team of VET experts dealing with transparency issues) replaced the Forum with the following mandate:

"Increasing transparency in vocational education and training through the implementation and rationalisation of information tools and networks, including the integration of existing documents such as the Europass CV, certificate and diploma supplements, the Common European Framework of reference for languages and the Europass into one single framework."

¹ See http://europa.eu/eur-lex/pri/en/oj/dat/2003/c_013/c_01320030118en00020004.pdf

8. THE EUROPASS DECISION

Accordingly, the Commission has adopted on 15 December 2004² a Decision on a single Community framework for the transparency of qualifications and competences (Europass)

The Europass framework consists of five instruments:

- the Europass CV,
- the Europass Language Passport,
- the Europass Mobility,
- the Europass Certificate Supplement,
- the Europass Diploma Supplement.

Europass is supported by a network of National Europass centres (NECs). In every country (European Union and European Economic Area), a National Europass Centre coordinates all activities related to the Europass documents. It is the first point of contact for any person or organisation interested in using or learning more about Europass.

The main functions of the NECs are:

- to coordinate the management of the Europass documents,
- to promote the Europass initiative and its instruments,
- to ensure that information and guidance centres in Member States are well informed about Europass,
- to act as a national partner in the European network of National Europass Centre.

With the Europass Decision, the Commission has given clear mandate to Cedefop for the technical development of the Europass platform.

Based on this mandate, Cedefop developed two multilingual web-based platforms: the Europass website (<http://europass.cedefop.europa.eu>) and the Europass Mobility management tool. An analytical and more detailed description of the current state of development can be found on section §12.

² See <http://europass.cedefop.europa.eu/europass/home/hornav/Downloads/MiscDocs/EuropassDecision/navigate.action>

9. TECHNICAL SPECIFICATIONS – REQUIREMENTS

9.1. Detailed description of tasks and services to be provided

The successful contractor will be required to provide the following services, in relation with Europass as defined in the previous two sections (§7- 8) and at the technical annex §12:

- (1) **Corrective and evolutive development** and maintenance; Small, minor improvements;
- (2) **Development of additional, new modules**; full integration with the rest of the system, with existing functionalities (e.g. with the integrated statistics module, with the web services functionality offered, etc.); technical reporting and documentation;
- (3) **ICT project and software development management**; follow-up of tasks, milestones, short- and mid-term goals and deliverables; monitoring of their implementation; coordination with Cedefop project managers; full software development life-cycle management
- (4) **Deployment of all new patches or modules** of the system to the development platform, full testing and finally publishing to the production platform;
- (5) **Service administration, management and support**; Performance management and troubleshooting; interaction with operating system; Choice of servers' topology and architecture; Setup, maintenance, troubleshooting and optimal performance of Apache web server, Apache Tomcat Services and all software components comprising the system; Statistics management;
- (6) **Consulting services; Studies**; Future integration of additional instruments; European-wide research of current trends and existing work related to specific topics requested; XML standardization processes and procedures (HR-XML, IMS LIP, CEN/ISSS, IEEE/LTSC/LTTC);
- (7) **Proactive studies**, suggestions and proposals relating to the way ahead; to the utilization and integration of existing or new technologies for the advancement and support of the objectives of the project.
- (8) error, bugs and remarks collection and reporting to Cedefop and to the Contractor; coordinate for their correction. Travels to other European countries may be required (Cedefop will cover the travel, accommodation and per diem expenses).

- (9) **On-site services** for specific needs of the projects where on-site presence is more efficient (system upgrades and migrations, assistance and support during module deployments and/or Europass administration over periods of high criticality, opportunity tasks resulting from user/NECs feed-back, network support of Europass partners, coordination tasks with different parties involved in the Europass operations). See also §10.

9.1.1. *Examples of tasks to be performed on short/mid-term:*

- (1) **Familiarization and study** of the political and technical background and the already implemented work (see section §12). Source code, technical papers and full documentation will be made available to the contractor for this purpose.
- (2) Additional development, first and second level support for the full deployment and operation of the **Europass Mobility Management System** to most European Countries by the end of the year 2006, based on the feedback and remarks of National Europass Centres. Error, bugs and remarks collection and reporting to Cedefop and to the Contractor; coordinate for their correction. Travels to other European countries may be required (Cedefop will cover the travel, accommodation and per diem expenses).
- (3) **Study and implementation** of all necessary changes needed for Europass to be based on a more structured XML schema, e.g. this of HR-XML or IMS LIP. Support for the structured schema in all parts of Europass (Portal, Europass Mobility, CMS).
- (4) Upgrade the support of OpenOffice 1.1.4 document format (.sxw) to **OpenDocument** (2) format (ODF).
- (5) Preliminary analytic and synthetic study for the possible design and development of additional instruments, for example a **Europass ICT Passport**.

9.2. **Technical requirements**

The technical requirements expected from the successful project team are the following (clear demonstration and solid documentation is required):

- (1) **Having sufficient technical capacity and expertise**; being well organized; with proper development and management procedures; highly responsive to requirements and requests; establishing excellent communication, by use of all available means and methods including very good command of English in all communications; quick in understanding of both the political and technical background of the work implemented so far;
- (2) Demonstrated adoption and deployment of quality **ICT Project management** principles and procedures;

- (3) Solid experience (multiple project-based) with **Web software development in J2EE** technologies, Java, JSP, Struts; use of tools such as JDeveloper, Eclipse; Web caching layer; Web design; WAI/Unicode;
- (4) Demonstrated experience and understanding of the **XML-based OpenOffice** and OpenDocument formats and the internals of document processing / management / conversion technologies;
- (5) Excellent understanding and proven experience with **XML**; data modelling, XML Schemas (W3C, DTD, Schematron), XML Standards (W3C, OASIS), XML Namespaces, transformations, XSLT, programmatic manipulation (DOM/SAX);
- (6) Excellent understanding and proven experience with **Web Services**, Service Oriented Architecture (SOA), SOAP, WSDL technologies in several platforms and implementations; Distributed programming (RMI/CORBA); Naming services;
- (7) **Public Key Infrastructure technologies**; digital certificates; digital signatures in XML files; digital signing of PDF documents; Certificate Authority management; SSL/TLS; Certificate Revocation Lists management;
- (8) Experience with the programmatic access to the **Database layer** with several databases (notably, Microsoft SQL Server, Oracle); optimizations, troubleshooting;
- (9) Having a clear, ambitious and inspired **technological and political vision**, generally and specifically related to the Europass project;
- (10) Having some experience or research of **state of the art** technologies ontologies/OWL, XML, AJAX;
- (11) Experience with **specific products and technologies**: Hibernate, Apache Web server, Apache Tomcat, Apache Axis, Itext PDF manipulation library, J2EE and all others referenced at the technical Annex §12.3.

10. ON-SITE SERVICES

The Contractor shall provide one person who will provide the above indicated services (§9.1) at the Centre's premises (intra-muros) (number of person-days to be agreed upon).

10.1. Services to be provided

The required tasks and services as well as the technical requirements for the person providing the on-site services are the same as above (§9.1 and 9.2). The decision of whether a task will be performed off-site or on-site

will be made with the criterion of which of the two is most efficient in each specific case.

10.2. Place of delivery of services for the on-site services

The Centre is situated about 800m from the Praktiker crossroads at Pylaia, Thessaloniki (see official address on this document). Access to the centre is by bus on a limited schedule. The contractor undertakes to cover the cost of transport and to get to work on time.

10.3. Work Schedule

Services will be acquired in the form of man-hours or man-days **at Cedefop's site**. (one man-day is defined to be 7,5 hours – lunch break not included). The services shall be provided mostly within the normal working hours of Cedefop (8:00 to 19:00 - weekdays). In case it will be required to exceptionally provide services outside normal working hours or during week-ends and public holidays, there will be a written mutual consent.

Working time shall not comprise: lunch breaks, breaks for purposes with **no** relation to the activities under the present call for tenders, and for meetings with the company or the physical person acting as a company that are convened to tackle problems and issues assimilated to a) the pre-sales and post-sales market activities b) any problems resulting from the service(s) provision by the company/physical person.

Cedefop disposes of a clock-in and clock-out electronic system which the contractor shall be bound to use.

10.4. Work environment

The Centre operates a staff canteen serving lunch from 13:00 to 15:00. The cost of meals, which ranges from 3.00 – 4.50 €, shall be covered by the Contractor.

The contractor will be provided with a proper working environment at Cedefop premises.

The most widely used language in the Centre is English. The second most widely spoken language is Greek, followed by French and German. All internal written information is generally communicated in English (followed by French). Contractors are expected to communicate in writing exclusively in English.

10.5. Holidays

Cedefop observes most Greek holidays and is closed for an additional 6 days every year (Christmas/New Year's (5), Schumann Day (1)). It is however possible that the Centre may be open during some Greek public holidays during which the person providing on-site services shall be bound to perform work, if required.

Annexes

11. REPLY FORMS AND QUESTIONNAIRES

It is MANDATORY that all forms and questionnaires below are dully filled-in and submitted:

- (1) **Exclusion Criteria** Questionnaire 1 (MANDATORY)
- (2) **Selection Criteria** Questionnaire 2 (MANDATORY)
- (3) **Evaluation Criteria** Questionnaire 3 (MANDATORY)
- (4) **Financial offer** form (MANDATORY)
- (5) The **Tenderer Identification Form**
- (6) Please make use of the **project reference form** (or equivalent) below, to submit information about your projects. Additional tables, figures, pictures and information may be included for each item. Each project form should be numbered.
- (7) Please make use of the **CV form** (or equivalent) to submit your CVs information. How to fill out the CV forms:
 - Each CV consists of one CV front page **and at least** one CV experience page; more CV experience pages may be added as necessary.
 - Each CV experience page contains data about a project the employee has participated in and about the technologies and/or methodologies (s)he used in the context of that project. More CV experience pages must be added for each project.
- (8) Please fill in and submit the **Financial Identification Form**
- (9) Please fill in and submit the **Legal Entity Form**

QUESTIONNAIRES (MANDATORY)

Please fill in the following forms using the tables and include them in your offer. Justify your answers where indicated by giving a short description or precise reference to the page(s)/paragraph(s) of their accompanying documentation describing the proposed solution.

The numbering of the replies to the questions **must** be the same as in the Questionnaire.

NB: Please note, answers to the questionnaires are binding and are integral part of the future contract. Non conformance to the tenderer's commitments under these sections, during the performance of the contract shall constitute a reason for Cedefop to terminate the contract.

11.1. QUESTIONNAIRE 1: Exclusion Criteria (MANDATORY)

	Questions relating to the exclusion of tenderers from participation in this call for tenders	Brief response or reference
1.	Do you confirm that you are not bankrupt, being wound up or that you have not suspended business activities, your affairs are not being administered by the Court, you have not entered into an arrangement with creditors or similar measures or that you are not the subject of any proceedings of that nature?	<input type="checkbox"/> YES <i>MANDATORY</i> Reference
2.	Do you confirm that you have not been convicted of an offence concerning your professional conduct by a judgement, which is not open to appeal?	<input type="checkbox"/> YES <i>MANDATORY</i> Reference
3.	Do you confirm that you have not been the subject of a judgement, which is not open to appeal, for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities 'financial interests?	<input type="checkbox"/> YES <i>MANDATORY</i> Reference
4.	Have you enclosed a recent extract from the judicial record, or failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that the requirements listed above in points 1, 2, 3 are satisfied? (Documentation required)	<input type="checkbox"/> YES <i>MANDATORY</i> Reference
5.	Do you confirm that you have been not been guilty of grave professional misconduct proven by any means, which Cedefop can justify?	<input type="checkbox"/> YES <i>MANDATORY</i>
6.	Do you confirm that you have fulfilled 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 you are established or with those of the country of the contracting authority or those of the country where the contract is to be performed?	<input type="checkbox"/> YES <i>MANDATORY</i> Reference
7.	Have you enclosed a recent certificate issued by the competent authority of the State concerned stating that the tenderer has fulfilled all obligations concerning the payment of social security contributions ? Where no such certificate is 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	<input type="checkbox"/> YES <i>MANDATORY</i> Reference

	his country of origin or provenance. (Documentation required)	
8.	Have you enclosed a recent certificate issued by the competent authority of the State concerned stating that the tenderer has fulfilled all obligations concerning the payment of taxes ? Where no such certificate is 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. (Documentation required)	<input type="checkbox"/> YES <i>MANDATORY</i> Reference
9.	Do you confirm that following another procurement procedure or grant award procedure financed by the Community budget, you have not been declared to be in serious breach of contract for failure to comply with your contractual obligations?	<input type="checkbox"/> YES <i>MANDATORY</i>
10.	Do you guarantee that the persons proposed to perform the services under this call for tender — whether your own or, if applicable, your subcontractor — comply individually as physical persons to the requirements 2, 3, 4 and 5 (see above)?	<input type="checkbox"/> YES <i>MANDATORY</i>
Questions relating to the non-award of the contract to a tenderer		
11.	Are you subject to a conflict of interest?	<input type="checkbox"/> NO <i>MANDATORY</i>
12.	Do you confirm that you have supplied information required by this call for tenders in good faith and without misrepresentation?	<input type="checkbox"/> YES <i>MANDATORY</i>

11.2. QUESTIONNAIRE 2: Selection Criteria (MANDATORY)

	Questions relating to the selection of the Tenderer	Brief response or reference
	<i>Economic and financial capacity (amounts shall be expressed in euro)</i> <i>Only tenderers with a sound financial and economic capacity will be considered</i>	
1.	Have you enclosed appropriate evidence from the bank relating to your economic and financial capacity	<input type="checkbox"/> YES Reference
2.	Are you willing, if requested by Cedefop, to submit a bank guarantee of good performance of 5.000€ to cover performance during the first year of the contract? MANDATORY	<input type="checkbox"/> YES Reference
3.	Have you enclosed official or certified true balance sheets or extracts from balance sheets for at least the last three years for which accounts have been closed, or equivalent documentation (e.g. where company law in the country in which you are established does not require you to publish your balance sheet) MANDATORY	<input type="checkbox"/> YES Reference
4.	Have you enclosed the total turnover and turnover of services of the type which is the subject of this call for tenders for the past three (3) financial years MANDATORY	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
5.	Do you belong to a parent company?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
6.	If yes, have you enclosed a written undertaking declaration from this parent company confirming that they will place the resources necessary for performance of the contract at your disposal? (MANDATORY if previous answer is YES)	<input type="checkbox"/> YES Reference
	<i>Technical and professional capacity</i>	
	Professional capacity and standing, in evidence of which the tenderer shall furnish:	
7.	A recently certified proof of enrolment in the relevant professional register, as prescribed by the laws of the Member State where the tenderer is established (please also complete the annexed Legal Entity form); MANDATORY	<input type="checkbox"/> YES Reference
	Quality Assurance	
8.	Have you obtained the ISO 9001 quality certification? If yes please submit it.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference

9.	Do you have any experience in working with Service Level Agreements (SLA's)? If yes, list any organisations with which you have entered into such agreements. Where SLA's for the type of service required under this call for tenders already exist, your offer should include one example.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
Technical competence and suitability of the company, organisation and staffing structure available for the services covered by this call for tender, in evidence of which all the following documentation shall be furnished:		
10.	Have you enclosed a general presentation and description of your company's organisational structure (technical infrastructure/equipment used, working methods, how the hierarchy operates, etc.) and a specific description of the organisational structure of your technical and support divisions. Such presentation(s) should demonstrate your ability to adapt to any new factors arising during performance of the contract (e.g. unforeseen changes in workload, quantity of orders, staff turn-over etc.); MANDATORY	<input type="checkbox"/> YES Reference
11.	Have you indicated the number of staff at each level (management, technical staff, etc.) of your company for the last 3 years? MANDATORY	<input type="checkbox"/> YES Reference
12.	Have you provided evidence of sound management of ICT projects and software development? MANDATORY	<input type="checkbox"/> YES Reference
13.	Do you confirm that you are able to supply staff to provide on-site services (described in §10 and §9.1(8)), by working at Cedefop premises (i.e. Thessaloniki, Greece) up to nearly full-time? Please provide documentation demonstrating your ability to do so. (see also §3.6) MANDATORY	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
14.	Have you enclosed a list of contracts (up to max 5) performed during the past four years (4) similar to the scope, size and technological nature as those required in this call for tender? It is mandatory to use the attached Project Reference Form below (11.6) (additional information may be nevertheless included) MANDATORY	<input type="checkbox"/> YES Reference ..
15.	Have you provided a document (1 to 5 pages) clearly showing evidence of a highly sufficient and convincing level of know-how, expertise, quality assurance, and, in general, command of the technical specifications of sections §9 and §12.3? MANDATORY	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference ..
16.	Do you commit that for any request or question by Cedefop, you will respond with an acknowledgment message, giving short comment and estimate of when the issue can be resolved/answered, which in no case must exceed a maximum of two (2) working days ? (Working day: 9h-17h) MANDATORY NB: This clause applies to questions addressed to the contractor and does not comprise to on-site workers.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference

17.	<p>Do you agree that for any assignment by Cedefop, the following procedure will be followed:</p> <ul style="list-style-type: none"> – Cedefop requests a task – The Contractor provides an estimate of the work hours or days the task will take. This could be a range. – Cedefop discusses and approves or disapproves the undertaking of the task. – The contractor undertakes the task and provides the solution – The results of the task are being examined by Cedefop and feedback is send about the completeness of the solution provided. – When Cedefop considers that the solution is reached, the task is considered “completed” <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
Human Resources		
<p>CVs of proposed persons to perform the tasks under the contract</p> <p>(all CV must demonstrate high relevance and suitability to the requirements of the present call for tender in terms of: level of education, proven knowledge, experience as specified in the technical requirements §9, §12.3 and proven working knowledge of English);</p> <p>For all CVs it is mandatory to use the attached CV form (see §11.7)</p>		
18.	<p>Have you enclosed the CV of the person (project manager) that will be proposed to oversee the Contract and act as Liaison with the Centre</p> <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES Reference
19.	<p>Have you enclosed at least 3 (three) CVs of the technical personnel of your company for the <u>off-site</u> services of the contract?</p> <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES Reference
20.	<p>Have you enclosed at least 2 (two) CVs of the technical staff of your company for the <u>on-site</u> services of the contract?</p> <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES Reference
21.	<p>Do at least two of the persons proposed for the project team and who will be performing <u>the off-site</u> tasks have a university degree of a minimum 4 years and professional experience of 2 years?</p> <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES
22.	<p>Do the proposed persons who will be performing the on-site tasks have an IT related university degree of a minimum 4 years or computer engineering, informatics or related studies or postgraduate degree on these subjects, professional experience of minimum 2 years and proven working knowledge of English ?</p> <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES
HR organisation and management		<input type="checkbox"/> YES
23.	<p>Have you provided evidence of your ability to provide backup and replacement of any staff with equivalent qualifications and experience, when needed? Such evidence should serve to demonstrate that you a) possess a high degree of professionalism in terms of Human Resources and Organization, b)that you are able to continue carrying out the requested work in all circumstances whilst guaranteeing a constant high level of quality</p> <p style="text-align: center;">MANDATORY</p>	<input type="checkbox"/> YES Reference

24.	Do you agree to replace a person involved in the project under the present call for tenders: MANDATORY	<input type="checkbox"/> YES
	a) Whose conduct and behaviour are considered to be unsatisfactory? MANDATORY	<input type="checkbox"/> YES
	b) Whose abilities and/or performance have proven unsatisfactory? MANDATORY	<input type="checkbox"/> YES
25.	In case of replacement, does the tenderer commit itself to propose a candidate with the same level of qualifications and experience for the project and does the tenderer commit itself to ensure that changes in staff will have no negative impact on the execution of the services (in terms of quality, deadlines and costs). MANDATORY	<input type="checkbox"/> YES Reference
26.	Do you commit that the person(s) to provide on-site services will be available for work within one (1) calendar month from the signing of the contract? MANDATORY	<input type="checkbox"/> YES Reference
27.	Have you included a description of how you ensure that technical staff is properly trained and ensure that their knowledge and experience is kept up to date for all aspects of the services required in this call for tender?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference

11.3. QUESTIONNAIRE 3: Evaluation Criteria Checklist

All questions will be evaluated based on the technical description of the solution given by the tenderer at the rightmost column of the Questionnaire and on the overall offer.

	Questions relating to the evaluation of the Tenderer	Brief response or reference
1.	Have you provided a detailed description of your understanding of the subject matter of the call, its nature, context and the results to be achieved, the work and tasks to be performed?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
2.	Have you provided a proposal of an idea for a potential mid-sized project within the context of Europass, having taken under consideration the services to be performed the underlying Europass technical architecture (§9 and 12), and demonstrating your understanding of the Europass project.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
3.	Have you provided a description of your envisaged approach and methods to carry out the work and meet the technical specifications (§9), including tools, methodologies, project management, procedures, work organization, etc.?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
4.	Have you provided a time plan and work schedule for taking over and familiarizing yourself with the already implemented work (see section §12) and for when will you be ready to start being productive (e.g. develop new modules)? Have you specifically indicated how will the person providing on-site services be familiarised, prepared and trained on the specifics of the Europass project? Source code, technical papers and full documentation will be made available to the contractor for this purpose.	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
5.	Have you included a description of the tools, methods and platforms used to ensure excellent and effective communication between the Contractor, the Centre and possibly other parties?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
6.	Have you provided a description of the type and degree of involvement of the proposed human resources and the degree of direct involvement of the most experienced, senior staff of the company?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
7.	Have you provided a description on how will you ensure that changes in staff will have no negative impact on the execution of the services (in terms of quality, deadlines and costs); how will it be ensured that all project/service knowledge is documented/organised/shared so that it is accessible at all times; how you propose to organise the transfer of responsibilities, knowledge and experience to replacement personnel?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
8.	Have you indicated the period of software guarantee (in months) that you offer, over which all bug corrections of development done under this contract shall be made at no cost? <u>Mandatory minimum</u> is: 3 months	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
9.	Have you indicated the period (in person-days) that you propose to grant Cedefop (i.e. at no extra cost), in case of replacement of the person providing on-site services. This period is destined to ensure transfer of know-how between the departing and the new person. The duration of this period shall not in any case be less than 5 person-days (mandatory requirement).	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference
10.	Have you taken care of the overall presentation of the offer, its overall adherence to the requirements, general conformance to the terms and conditions of the present call, content thoroughness, precision and formal completeness?	<input type="checkbox"/> YES <input type="checkbox"/> NO Reference

11.4. Form of submission of the Financial offer (mandatory)

Tenderers must place their financial offer in a separate, sealed envelope labelled “*Financial Offer*” (mandatory), using the table below, or a similar one.

	Item	Value (Price in €)
1.	DE = Price for person-day for off-site (extra-muros) development services	
2.	CE = Price for person-day for off-site (extra-muros) consultancy services	
3.	ME = Price for person-day for off-site (extra-muros) project management services	
4.	TFI = Price for person-day for on-site (intra-muros) services	
5.	TFE = $0.7 \times DE + 0.2 \times CE + 0.1 \times ME$ (total financial extra-muros)	
6.	Total Financial Offer (TFO) = $TFI \times 200 + TFE \times 250$	

11.5. Tenderer Identification Form

Identity	
Name of tenderer	
Acting as: 1) main contractor 2) subcontractor	(specify role)
Legal status of applicant	
Date of registration	
Country of registration	
Registration number	
VAT number	
Address	
Address of the tenderer's registered office
Tenderer's administrative address for the purpose of this invitation, if applicable
Contact Person	
Contact person for this invitation to tender	
a) Surname	
b) Forename	
c) Title (e.g. Dr, Mr, Mrs)	
d) Position (e.g. Manager)	
e) Telephone number	
f) Fax number	
g) E-mail address	

h) Address	
Names of the legal representatives	
And of other representatives of the tenderer who are authorized to sign contracts with third parties	
Financial Identification (please fill in the annexed Financial Identification Form)	
a) Name of bank	
b) Address of bank	
c) Bank code	
d) Account number	
e) IBAN	
f) BIC	
g) Currency	
Declaration by an authorised representative of the organisation:	
I, the undersigned, certify that the information given in this application is correct and that the offer is valid.	
a) Surname	
b) Forename	
c) Title (e.g. Dr, Mr, Mrs)	
d) Position (e.g. Manager)	
e) Telephone number	
f) Fax number	
g) Address	
h) E-mail address	
SIGNATURE:	

11.6. Project Reference Form

Company:		PROJECT No:	
Project name:			
Client (indicate private/ public sector)			
Client contact person (name, phone, e-mail)			
Project size (euros – person-days):			
Dates (start-end):			
Project description (including relevant URLs):			
Technologies used at the project			
Number, type and names of staff involved			

11.7. CV Form*11.7.1. CV front page*

Please note that the tenderer should provide at least four CVs: 1 (one) CV for the project manager and 3 (three) for the technical staff (see also 11.2 Questionnaire 2, Human Resources). It is **mandatory** to use the CV form below. Failure to conform to this required standard may result to the rejection of the offer at this stage.

CV n°						
Name:						
Date of birth:						
Type of contract:		Check the appropriate: <input type="checkbox"/> permanent <input type="checkbox"/> non-permanent Comments:				
Profile for which employee is entered:		Check the appropriate <input type="checkbox"/> Project Manager <input type="checkbox"/> Senior Technical staff (indicate sub-role) <input type="checkbox"/> Technical staff (indicate sub-role)				
Highest relevant educational qualification:						
Languages: (indicate level using the self-assessment grid section 11.10)						
	Understanding		Speaking		Writing	Related certificate
	Listening	Reading	Spoken interaction	Spoken production		
English						
Other (specify)						
Date started IT career:						
Experience with the required competences (§ 9.2 and 12.3)						
Summary: (briefly indicate the major facts which Cedefop should know about this employee):						

11.7.2. CV Experience Form

CV n°		CV experience page number for this CV	
-------	--	---------------------------------------	--

PROJECT EXPERIENCE	
Project Name	
Company	
Client	
Dates	
Project description (if applicable, indicate only reference to attached project reference form)	
Employee's Roles & Responsibilities in the project	
Technologies, Software Development tools, Platforms and/or Methodologies used by the employee in the project:	

11.8. Financial Identification Form

For all language forms please consult the following link:

http://ec.europa.eu/budget/execution/ftiers_en.htm

FINANCIAL IDENTIFICATION

PRIVACY STATEMENT http://europa.eu.int/comm/budget/execution/ftiers_fr.htm

<u>ACCOUNT HOLDER</u>	
NAME	<input type="text"/>
ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
COUNTRY	<input type="text"/>
CONTACT PERSON	<input type="text"/>
TELEPHONE	<input type="text"/>
E - MAIL	<input type="text"/>
POSTCODE	<input type="text"/>
VAT NUMBER	<input type="text"/>

<u>BANK</u>	
BANK NAME	<input type="text"/>
BRANCH ADDRESS	<input type="text"/>
TOWN/CITY	<input type="text"/>
COUNTRY	<input type="text"/>
ACCOUNT NUMBER	<input type="text"/>
IBAN	<input type="text"/>
POSTCODE	<input type="text"/>

REMARKS :

<u>BANK STAMP + SIGNATURE OF BANK REPRESENTATIVE</u> (Both Obligatory)(1)
<input type="text"/>

<u>DATE + SIGNATURE ACCOUNT HOLDER :</u> (Obligatory)
<input type="text"/>

(1) The bank stamp and signature of its representative are not required if this form is accompanied by a copy of a bank statement. The signature of the account holder is obligatory in all cases.

11.9. Legal Entity Form

For all language and entity forms please consult the following link:

http://ec.europa.eu/budget/execution/legal_entities_en.htm

LEGAL ENTITIES	
PRIVACY STATEMENT	http://europa.eu.int/comm/budget/execution/legal_entities_fr.htm
PRIVATE COMPANIES	
TYPE OF COMPANY	<input type="checkbox"/>
NGO	YES <input type="checkbox"/> NO <input type="checkbox"/> (Non Governmental Organisation)
NAME(S)	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
ABBREVIATION	<input type="text"/>
ADDRESS OF THE HEAD OFFICE	<input type="text"/> <input type="text"/> <input type="text"/>
POSTAL CODE	<input type="text"/> P.O. BOX <input type="text"/>
CITY	<input type="text"/>
COUNTRY	<input type="text"/>
VAT	<input type="text"/>
PLACE OF REGISTRATION	<input type="text"/>
DATE OF REGISTRATION	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <small>DD MM YYYY</small>
REGISTRATION NR	<input type="text"/>
PHONE	<input type="text"/> FAX <input type="text"/>
E-MAIL	<input type="text"/>
THIS "LEGAL ENTITY" FORM SHOULD BE FILLED IN AND RETURNED TOGETHER WITH:	
<p>* A COPY OF ANY OFFICIAL DOCUMENT (E.G. OFFICIAL GAZETTE, REGISTER OF COMPANIES, ETC.) SHOWING THE CONTRACTOR'S NAME AND ADDRESS AND THE REGISTRATION NUMBER GIVEN TO IT BY THE NATIONAL AUTHORITIES;</p> <p>* A COPY OF THE VAT REGISTRATION DOCUMENT IF APPLICABLE AND IF THE VAT NUMBER DOES NOT APPEAR ON THE OFFICIAL DOCUMENT REFERRED TO ABOVE.</p>	
DATE AND SIGNATURE	

11.10. European Language Levels – Self Assessment Grid

		A1	A2	B1	B2	C1	C2
U N D E R S T A N D I N G	Listening	I can understand familiar words and very basic phrases concerning myself, my family and immediate concrete surroundings when people speak slowly and clearly.	I can understand phrases and the highest frequency vocabulary related to areas of most immediate personal relevance (e.g. very basic personal and family information, shopping, local area, employment). I can catch the main point in short, clear, simple messages and announcements.	I can understand the main points of clear standard speech on familiar matters regularly encountered in work, school, leisure, etc. I can understand the main point of many radio or TV programmes on current affairs or topics of personal or professional interest when the delivery is relatively slow and clear.	I can understand extended speech and lectures and follow even complex lines of argument provided the topic is reasonably familiar. I can understand most TV news and current affairs programmes. I can understand the majority of films in standard dialect.	I can understand extended speech even when it is not clearly structured and when relationships are only implied and not signalled explicitly. I can understand television programmes and films without too much effort.	I have no difficulty in understanding any kind of spoken language, whether live or broadcast, even when delivered at fast native speed, provided. I have some time to get familiar with the accent.
	Reading	I can understand familiar names, words and very simple sentences, for example on notices and posters or in catalogues.	I can read very short, simple texts. I can find specific, predictable information in simple everyday material such as advertisements, prospectuses, menus and timetables and I can understand short simple personal letters.	I can understand texts that consist mainly of high frequency everyday or job-related language. I can understand the description of events, feelings and wishes in personal letters.	I can read articles and reports concerned with contemporary problems in which the writers adopt particular attitudes or viewpoints. I can understand contemporary literary prose.	I can understand long and complex factual and literary texts, appreciating distinctions of style. I can understand specialised articles and longer technical instructions, even when they do not relate to my field.	I can read with ease virtually all forms of the written language, including abstract, structurally or linguistically complex texts such as manuals, specialised articles and literary works.
S P E A K I N G	Spoken Interaction	I can interact in a simple way provided the other person is prepared to repeat or rephrase things at a slower rate of speech and help me formulate what I'm trying to say. I can ask and answer simple questions in areas of immediate need or on very familiar topics.	I can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar topics and activities. I can handle very short social exchanges, even though I can't usually understand enough to keep the conversation going myself.	I can deal with most situations likely to arise whilst travelling in an area where the language is spoken. I can enter unprepared into conversation on topics that are familiar, of personal interest or pertinent to everyday life (e.g. family, hobbies, work, travel and current events).	I can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible. I can take an active part in discussion in familiar contexts, accounting for and sustaining my views.	I can express myself fluently and spontaneously without much obvious searching for expressions. I can use language flexibly and effectively for social and professional purposes. I can formulate ideas and opinions with precision and relate my contribution skilfully to those of other speakers.	I can take part effortlessly in any conversation or discussion and have a good familiarity with idiomatic expressions and colloquialisms. I can express myself fluently and convey finer shades of meaning precisely. If I do have a problem I can backtrack and restructure around the difficulty so smoothly that other people are hardly aware of it.
	Spoken Production	I can use simple phrases and sentences to describe where I live and people I know.	I can use a series of phrases and sentences to describe in simple terms my family and other people, living conditions, my educational background and my present or most recent job.	I can connect phrases in a simple way in order to describe experiences and events, my dreams, hopes and ambitions. I can briefly give reasons and explanations for opinions and plans. I can narrate a story or relate the plot of a book or film and describe my reactions.	I can present clear, detailed descriptions on a wide range of subjects related to my field of interest. I can explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.	I can present clear, detailed descriptions of complex subjects integrating sub-themes, developing particular points and rounding off with an appropriate conclusion.	I can present a clear, smoothly-flowing description or argument in a style appropriate to the context and with an effective logical structure which helps the recipient to notice and remember significant points.
W R I T I N G	Writing	I can write a short, simple postcard, for example sending holiday greetings. I can fill in forms with personal details, for example entering my name, nationality and address on a hotel registration form.	I can write short, simple notes and messages. I can write a very simple personal letter, for example thanking someone for something.	I can write simple connected text on topics which are familiar or of personal interest. I can write personal letters describing experiences and impressions.	I can write clear, detailed text on a wide range of subjects related to my interests. I can write an essay or report, passing on information or giving reasons in support of or against a particular point of view. I can write letters highlighting the personal significance of events and experiences.	I can express myself in clear, well-structured text, expressing points of view at some length. I can write about complex subjects in a letter, an essay or a report, underlining what I consider to be the salient issues. I can select a style appropriate to the reader in mind.	I can write clear, smoothly-flowing text in an appropriate style. I can write complex letters, reports or articles which present a case with an effective logical structure which helps the recipient to notice and remember significant points. I can write summaries and reviews of professional or literary works.

12. TECHNICAL DESCRIPTION OF EUROPASS

12.1. Europass platform

12.1.1. Introduction

The Europass multilingual website (<http://europass.cedefop.europa.eu>) was launched on February 2005; it is now available in ca 20 languages (25 by the end of 2006). It is the main resource for the implementation of the Europass initiative and gives citizens:

- direct access to two Europass instruments, the Europass CV and the Europass Language Passport which can be filled in by citizens, either offline or online using an user-friendly interface; completed CVs or ELP can be saved in various formats (Microsoft Word/OpenOffice/PDF, HTML and XML) and later on uploaded (in XML format) for update;
- indirect access to the other three Europass instruments: the Europass Mobility, (see also below “The Europass Mobility management tool”), the Certificate Supplement and the Diploma Supplement.

A full custom Content Management System (CMS) has also been developed by Cedefop, through which all content in the Europass platform and the Europass Mobility Management Tool is managed (accessed, edited, added, manipulated). The CMS also serves the purpose of the batch creation of a set of Excel files with all content, in a special format facilitating an easy translation, and also the extraction of any part of the content, in any language, in XML format.

The Europass platform is developed, maintained and hosted by Cedefop in Thessaloniki.

12.1.2. Technical architecture

From the user perspective (user experience) Europass is presented as a homogeneous Thin Client application, i.e. HTML & JavaScript, and it can be accessed by a common Internet browser. The language of presentation of the content has to be any of the official languages of EU, and the site gives the ability to a user (who browses through its contents) to change the presentation language at any point of the site. Thus, Europass is multilingual (UTF-8) in all interfaces presented to the user or administrator. Also its internal data transfer and storage mechanisms employ UTF-8.

From the functional perspective, Europass can be divided in the following three subsystems:

- (1) **The Europass Site**, which contains all the static and informative content of the site. This content is managed by the Content Management System (CMS).
- (2) **Instruments on-line applications**. These are viewed as separate applications with main purpose to help a user fill them in, and generate a document in the appropriate format and language to be downloaded by the user. CMS is used on this subsystem to manage the static textual content

(help, tooltips, labels & instructions) fully multilingual as it does for the rest of Europass site. The Instruments On line applications are the following:

- Europass CV
- Europass LP (Language Portfolio)

In order to allow the multiple editing of an instrument (without database storage), each instrument can be serialized and unserialized in an XML file. This XML file holds all the data of the instrument, along with user preferences specifying part of the appearance.

The Europass documents are generated by the direct, programmatic synthesis of the data supplied in the on-line HTML forms, to the XML-based OpenOffice (sxw) format. After the SXW file is created, if requested, it is transformed to the appropriate format (PDF, Microsoft Word), through the OpenOffice software running in server mode.

- (3) **Instruments Web Services:** This subsystem is a standard SOAP Access point to the instruments. It relies on the Instruments APIs to provide online generation of documents to external systems.

12.2. Europass Mobility management tool

12.2.1. Introduction

The Europass Mobility is a standard document to record any organised period of time (called Europass Mobility Experience) that a person spends in another European country for the purpose of learning or training. This includes for example a work placement in a company, an academic term as part of an exchange programme or a voluntary placement in an NGO.

The mobility experience is monitored by two partner organisations, the first in the country of origin and the second in the host country. Both partners agree on the purpose, content and duration of the experience; a mentor is identified in the host country. The partners may be universities, schools, training centres, companies, NGOs, etc.

The Europass Mobility is completed by the home and host organisations involved in the mobility project in a language agreed between both organisations and the person concerned.

Cedefop has developed a distributed, Internet-based tool for the management of the Europass Mobility by National Europass Centres and partner organisations. The system will undergo a pilot phase of deployment to selected countries within early Autumn 2006 and should gradually be deployed to most European countries within the end of the year 2006.

The Europass Mobility management tool is developed and maintained by Cedefop in Thessaloniki and will be hosted partly by Cedefop and partly by the NECs.

12.2.2. Technical Architecture

The Mobility System is a distributed system that provides means of information exchange between National Europass Centers (NECs). Each NEC has its own server that can communicate with remote NEC systems and that can provide partners (Companies, Universities etc.) a way of formulating and exchanging Mobility data. From the user perspective (user experience) each partner is connected to an application that it is presented as a Thin Client application, i.e. HTML & JavaScript, and it can be accessed by a common Internet browser.

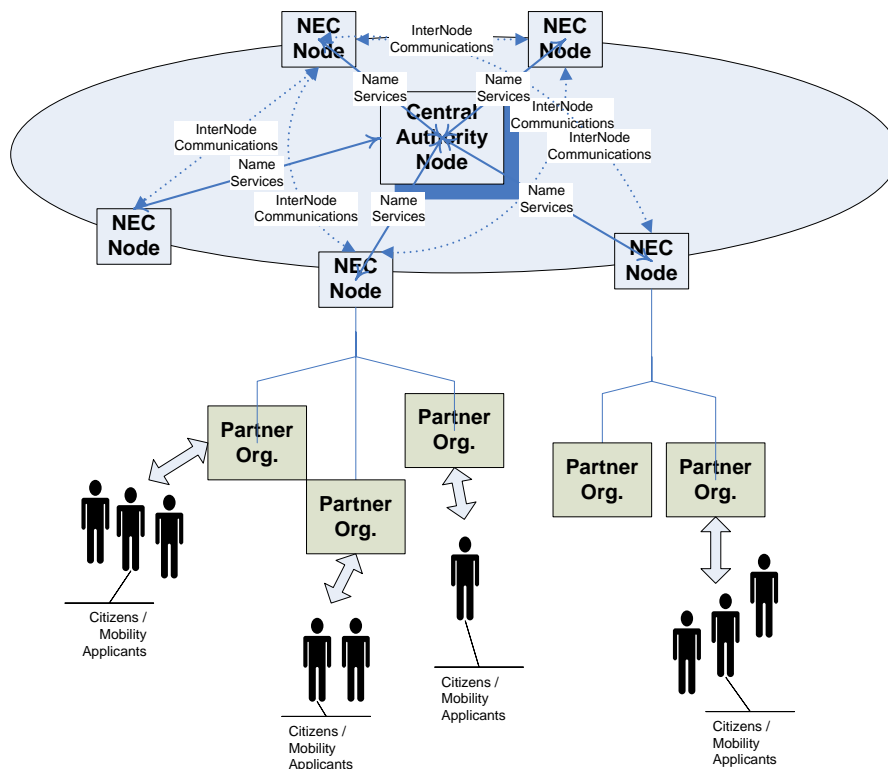


Figure 1- Europass Mobility System Architecture

From the functional perspective, Europass Mobility can be divided in the following subsystems:

1. **The Naming Web Service**, which is responsible for distributing information for all available NECs on the system, playing the role of a central repository. This is a standard SOAP Access Point.
2. **The Naming Application**, which is an administrative application for administering the central NEC repository, and collecting statistics.
3. **The NEC Application**, which is the application that each NEC is setting up, so that NEC partners can connect to it, and produce Mobility Records (Experience data) to be exchanged between different partners, allocated on remote NEC systems.
4. **The NEC Web Service** that is responsible for accepting experience data from remote NECs, and that can provide other information to remote NEC systems. This is a standard SOAP Access Point.

The first two subsystems make the Central Authority System, that is only installed and working on a central location/institution, such as Cedefop.

The other two subsystems provide the NEC functionality, and are the components that each NEC should operate in order to facilitate information exchange.

All data transfers are using the HTTPS protocol. Certificates are provided for the time being from a central Open CA Server (Certificate Server).

XML files that are exchanged and that contain sensitive data are always signed. Also all web services are secure and client certificates are used to provide authentication during the invocation of web services.

12.3. Technologies

The development is platform neutral. It does not require the existence of a particular Database server or Web server. For the implementation of this project, the following are used:

- Web Server: Apache 2.0.50+
- Servlet Container: Apache Tomcat 5.0.28+
- Database Server: MS SQL Server 2000, HSQL DB 1.8

The architecture is database independent and the possibility to use other available databases (such as Oracle) is given.

12.3.1. J2EE

J2EE framework is used for the development of the application logic, i.e. Content Management System and Instrument specific applications in this project. The J2EE platform uses a multi-tiered distributed application model. This means application logic is divided into components according to function, and the various application components that make up a J2EE application are installed on different machines depending on which tier in the multi-tiered J2EE environment the application component belongs.

For this project the following J2EE artefacts are used:

- The Tomcat Server used supports Servlet 2.4 and JSP 2.0 specifications
- Model View Controller: Apache Struts 1.2.4+

12.3.2. OpenOffice

The OpenOffice platform was chosen for the development of those subsystems of the Instruments On-line applications requiring the generation of files in formats that are able to be processed by Office suites (MS DOC & RTF), or printed in a local to the user printer (PDF). The OpenOffice server is a part of the OpenOffice suite and can be deployed simply by installing the OpenOffice suite. The recommended type of installation, is Network Installation, that comprises of the following parts:

- A centralized installation, keeping the necessary program files.
- Multiple workstation installations on users that exist on the machine. This installation installs only setting and configuration files.

This installation schema favours the usage of the Open Office server in a multiple listener mode, one listener for each user, enabling load-balancing features.

The OpenOffice version used is 1.1.3+ (but not 2.0).

12.3.3. Java 3rd Party libraries

All the libraries in this project are Open Source libraries, licensed under the Apache or Apache like License. The following are of major importance for the project:

- The well known ORM Library Hibernate 2.1 is used for the implementation of the Data Abstraction Layer. Hibernate belongs now to the JBoss Open Source Project.
- The Open Symphony OSCache library is used for the implementation of the site caching layer. The version used is 2.0.2.
- The Apache Lucene 1.4 library is used for the implementation of the multilingual site indexing layer.
- The iTEXT 1.3.6 library is used for PDF creation and manipulation. Each PDF produced is signed, and with attachments.
- Apache Java XML-Security 1.3 is used for XML signing.
- A lot of libraries from the Jakarta Commons project are used to provide utility methods for file processing, encoding, collection processing, etc.

12.3.4. Apache Axis

For the implementation of the WEB Services, Apache Axis 1.3 is used. This is an implementation of the SOAP protocol, written in Java that is application Server independent. It supports:

- W3C SOAP [WWW] v1.1 and [WWW] v1.2 Candidate Recommendation
- W3C Web Service Description Language (WSDL) v1.1
- Sun SOAP with Attachments API for Java (SAAJ) v1.1

Also, the Axis code has successfully passed all of the JAX-RPC and SAAJ TCK (Technology Compatibility Kit) tests.

12.4. Subsystems

From the implementation perspective, Europass is composed by the following subsystems:

- ❖ **Site caching layer.** This layer is based on Open Symphony OSCache component, an open source, widely used, high performance J2EE caching framework. It is used to improve speed on the site, by caching information, that are not changing continuously, such as the site's layout, menus etc. By using site caching, the need for page compilations on the application server, and actual database access is minimized. With a large set of capabilities, OSCache allows the caching not only of entire pages, but also of 'tagged' parts of pages.
- ❖ **Multilingual Indexing Layer.** This layer is based on the Apache Lucene library, along with the Snowball project which supports indexing for most of the European languages. This layer is composed of a batch indexing engine which crawls all the contents of the site in order to produce index data, and a search renderer which allows the users to search for specific content and navigate to it through the results.
- ❖ **Content Rendering system**
The Content Rendering system is responsible for the actual site presentation to the site visitor. It gets information stored in the CMS database, and depending on their type, by using the appropriate renderer, constructs the actual page, and presents the results to the visitor of the site. There can exist different type of renderers.
- ❖ **Application logic,** including the Instrument online Applications & the Content Management back office.

The **content management system (CMS)** enables authorized persons to develop a web – site and to publish information to their web – sites. The CMS holds all necessary information, in order to construct a site, such as:

- Documents, data, and their possible translations
- Relationships between categories, contents, and content types.

CMS contains the following subsystems:

- Document management (Insert, edit, approve, publish)
- User rights management
- Statistics
- Mass Translation tool
- ❖ **Office document generator (Open Office server).** This is a separate server running standalone as a daemon process, and accepts requests through its API. These requests concern the generation of files in the following formats: MS Word, PDF, SXW (OpenOffice.org).
- ❖ **Data abstraction layer.** This layer is based on the Open source project called “Hibernate” and it controls the access of data. It is used to provide database server independence. All access to the database are implemented through the API this layer provides for specific databases. This API provides specific Java methods to the application programmer, which can be implemented to access the stored data. On the other side (the connection to the database) this layer has implemented the appropriate connections and data management and retrieval function for any specific database is used. Thus the application can be ported to use any other database server, without having to change the code that access data.
- ❖ **Database Schema.** The database stores all the site data (content) in a multilingual format. A meta model specifies the available types of contents that can be stored in the database and their actual values are stored separately using a locale (language / country association) based repository.

PART III – DRAFT FRAMEWORK CONTRACT



(DRAFT) FRAMEWORK CONTRACT

CONTRACT NUMBER – [complete]

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 framework contract by Ms Aviana Bulgarelli, Director,

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 **I - Special Conditions**, the **II - General Conditions** and the **III - General Terms and Conditions for Information Technologies Contracts** below and the following Annexes:

- Annex I** – List of Services covered by the Contract and schedule of prices.
- Annex II** – Financial Identification Form and Legal entities from Contractor Tender
- Annex III** – Tender Specifications (Invitation to Tender No [complete] of [complete])
- Annex IV** – Contractor's Tender (No [complete] of [complete])
- Annex V** – *Order Form* – Model
- Annex VI** – Cedefop's ICT facilities use policy
- Annex VII** – Specific Contract – Model
- Annex VIII** – Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside Cedefop invited to meetings.

[other Annexes]

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 General Terms and Conditions for Information Technologies Contracts.
- The terms set out in the General Terms and Conditions for Information Technologies Contracts shall take precedence over those in the Annexes.
- The terms set out in the Contract shall take precedence over those in the Specific Contracts and *Order Forms*.
- The terms set out in the Tender Specifications (Annex III) shall take precedence over those in the Tender (Annex IV).

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

PREAMBLE

On .../.../2006, Cedefop published, in the Official Journal of the European Communities, a call for tenders under reference Nr. AO/B-E/PHT-LT/EUROPASS/018/06, forThe Contractor was selected at the conclusion of the evaluation process, on the basis of its bid submitted on .../.../200.. in response to the invitation to tender.

This Framework contract contains all the conditions for concluding and executing Specific Contracts. Please note that reference to Specific Contracts in the different parts of the Framework contract may be understood, where relevant, as references to *Order Forms*.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1 The subject of the Contract is :

- The provision of Informatics Services covered by this Contract as listed in Annex I.

I.1.2 Upon implementation of the Contract, the Contractor shall *execute the tasks* in accordance with Annex I

I.1.3 The Contract *does not* confer on the Contractor any exclusive right to supply the goods or to provide *Services* referred to in the above paragraph.

I.1.4 Signature of the Contract imposes no obligation on Cedefop to purchase. Only the implementation of the Contract through *Order Forms* and Specific Contracts is binding on Cedefop.

I.1.5 All Specific Contracts and *Order Forms* implementing the Contract shall conform to the terms set out therein.

I.1.6 The General Terms and Conditions for Information Technologies Contracts should be used with the following remarks:

- (1) Where it says Commission should be read as Cedefop
- (2) General terms and Conditions is amended as follows: where it says Central Service Desk, should be read as “Cedefop’s IRM or any person appointed by him for that matter.”
- (3) In General terms and Conditions, the (declaration of confidentiality) , “Article 5 of the Commission decision on protection of information systems [C(95) 1510 23/11/95]. “ is amended as “Cedefop’s ICT facilities use policy”
- (4) Annex VI has been added, which is the Cedefop’s ICT facilities use policy

ARTICLE I.2 - DURATION

I.2.1 The Contract shall enter into force on [on the date of signature. [*on [complete] if it has already been signed by both contracting parties*].

I.2.2 Under no circumstances may implementation take place before the date on which the Contract enters into force. Specific Contracts may under no circumstances be placed before the date on which the Contract enters into force.

I.2.3 The Contract is concluded for a period of **one year** with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.

I.2.4 The Specific Contracts pursuant to the Contract shall be returned signed before the Contract to which refers expires.

The Contract shall continue to apply to Specific Contracts executed after the Contract expires. Such Specific Contracts shall be executed no later than six (6) months after expiry of the contract.

I.2.5 **The Contract may be renewed automatically up to three (3) times**, each time for a period of twelve (12) months, under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other 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 prices of this contract shall be as listed in Annex I.

I.3.2 Prices shall be expressed in euro. Prices shall be fixed and not subject to revision.

Article I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Within 7 working days of an Order Form being sent by Cedefop, the Contractor shall return it, duly signed and dated. The period allowed for the execution of the tasks shall start to run on the date the Contractor returns the Order Form, unless a different date is indicated on the form.

1.4.2 Within 7 working days of a Specific Contract being sent by Cedefop, the Contractor shall return it, duly signed.

ARTICLE I.5 – Payment Periods

Payments under the Contract shall be made in accordance with Article II.5. 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 orders or specific contracts have not been executed as a result of default or negligence on the part of the Contractor.

[I.5.1] PAYMENT OF THE BALANCE:

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

- *[the final technical report in accordance with the instructions laid down in Annex I and the proof of hours worked]*

- the relevant invoices , indicating the reference number of the Contract and of the *Order Form* or Specific Contract to which they refer.
- When payment is linked to acceptance, a copy of the *Certificate of conformity* or where applicable the *Consignment note*, shall be attached to the invoice.

[provided the report has been approved by Cedefop, Cedefop shall have thirty 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 of receipt of the relevant invoice(s) [of the date on which the report is approved by Cedefop payment of the balance corresponding to [the relevant invoices] equal to 100 % of the total amount referred to in the relevant order or Specific Contract shall be made.

I.5.2 PERFORMANCE GUARANTEE: NOT APPLICABLE

A guarantee for an amount of [EUR complete amount in figures and in words] shall be issued by a bank, an authorised financial institution or a third party in favour of Cedefop. It shall be released [complete] after payment of the balance of the last order or Specific Contract. It shall cover performance of the Contract in accordance with the terms set out in the Contract and notably with the terms set out in Annex III.

I.5.3 BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in euro, stated in the Contractor's identification form³ set out in Annex II. [IBAN⁴ code: [complete]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract and Specific Contract numbers. 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:

European Centre for the Development of Vocational Training (Cedefop)

Procurement Service

PO Box 22427

GR – 55 102 Thessaloniki

Contractor:

Mr/Mrs/Ms [complete]

[Function]

[Company name]

[Contact address in full]

³ Original document certified by the bank.

⁴ BIC code for countries with no IBAN code.

ARTICLE I.7 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

I.7.1 The framework 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 – DATA PROTECTION⁵

I.8.1 Any personal data included in or relating to the Contract will be processed in accordance with the requirements of Regulation (EC) 45/2001 of the European Parliament and 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 movements of such data (OJ No L8, 12.1.2001, p. 1). The data will only be processed for the purposes of the performance, management and follow up of the Contract by the Contracting authority(ies) without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in conformity with Community law. The Contractor may, upon request, obtain the communication of his personal data and rectify any inaccurate or incomplete personal data. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Contracting authority(ies). As regards the processing of his personal data, the Contractor has a right of recourse at any time to the European Data Protection Supervisor.

I.8.2 When processing personal data on behalf of the Contracting authority(ies) in the performance of the Contract the Contractor:

(a) shall act only on instructions from the Contracting authority(ies);

(b) shall comply with the obligations set out in Articles 21 and 22 of Regulation (EC) 45/2001 on the confidentiality and the security of processing unless, by virtue of Article 16 or Article 17(3), second indent, of Directive 95/46/EC, the Contractor is already subject to obligations with regard to confidentiality and security laid down in the national law of one of the Member States.

Appropriate technical and organisational measures will be taken by the Contractor for the security of the processing in accordance with Article 22 of Regulation (EC) 45/2001 and will have to be agreed between the Contractor and the Contracting authority(ies) in writing or in another equivalent form.

I.8.3 The Contractor shall comply with Council regulation (Euratom, EEC) N° 1588/90 of 11 June 1990 on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities (OJ No L151, 15.6.1990, p. 1).

[ARTICLE I.9 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving [complete] formal prior notice. Should Cedefop terminate the Contract, the Contractor shall only be entitled to payment corresponding to the goods ordered [and delivered] before the termination date. 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

⁵ Article to be used where the processing of personal data falls within the scope of Regulation (EC) No 45/2001.

Conditions for the goods delivered and *Services* rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.]

[ARTICLE I.12– SPECIFIC CONFIDENTIALITY SECURITY RULES]

The Contractor and its employees (hereafter referred as the Contractor) shall be responsible for the information and equipment placed

at their disposal in carrying out their work.

The Contractor shall:

- not disclose Cedefop information to third parties, except on a need-to-know basis where authorized by the relevant officials in the IT department;
- make use of all reasonable means of controlling access provided by the IT department and in balance with the sensitivity of the information system concerned to prevent unauthorized persons from using the resources at their disposal, in particular by ensuring that computer terminals are not accessible during absences, however short they may be;
- not access services for which they have not been explicitly granted authorization, whether or not the services in question belong to the Cedefop;
- not disclose authentication procedures or share them with third parties unless required to do so by the needs of the service; authorized users shall be responsible for action taken in their name; any action constituting a breach of security may be recorded.

II – GENERAL CONDITIONS

ARTICLE II.1 - PROCEDURES FOR PERFORMING THE CONTRACT

II.1.1 Phases of execution of the Specific Contract

SENDING OF THE SPECIFIC CONTRACT

Whenever Cedefop wishes services to be provided or goods to be supplied pursuant to the Contract, it shall send an Specific Contract to the Contractor, in duplicate, specifying the terms of the provision of services or supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, in accordance with the conditions laid down in the Contract.

ACKNOWLEDGMENT OF THE SPECIFIC CONTRACT BY THE CONTRACTOR

Within the period indicated in Article I.4, the Contractor shall return one original of the Specific Contract, duly signed and dated, thereby acknowledging receipt of the Specific Contract and acceptance of the terms.

DELIVERY

- a) Time allowed for delivery

The time allowed for delivery shall be calculated in accordance with Article I.4.

- b) Date, time and place of delivery

Cedefop shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

- c) Consignment note

Each delivery shall be accompanied by a *Consignment note* in duplicate, duly signed and dated by the Contractor or his carrier, giving the Specific Contract number and particulars of the goods delivered. One copy of the *Consignment note* shall be countersigned by Cedefop and returned to the Contractor or to his carrier.

CERTIFICATE OF CONFORMITY

Signing of the *Consignment note* by Cedefop, as provided for in subparagraph c) above, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Specific Contract.

Conformity of the goods delivered shall be evidenced by the signing of a certificate to this effect by Cedefop no later than one month after the date of delivery, unless provision for a different period is made in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Conformity shall be declared only where the conditions laid down in the Contract and in the Specific Contract are satisfied and the goods conform to the Annex I.

Where, for reasons attributable to the Contractor, Cedefop is unable to accept the goods, the Contractor shall be notified in writing at the latest by the deadline for conformity.

CONFORMITY OF THE GOODS DELIVERED WITH THE CONTRACT

- a) The goods delivered by the Contractor to Cedefop must be in conformity in quantity, quality, price and packaging with the Contract and the relevant Specific Contract.
- b) The goods delivered must:
 - correspond to the description given in Annex I and possess the characteristics of the goods supplied by the Contractor to Cedefop as a sample or model;
 - be fit for any specific purpose required of them by Cedefop and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
 - be fit for the purposes for which goods of the same type are normally used;
 - demonstrate the quality and performance which are normal in goods of the same type and which Cedefop can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
 - be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them.

REMEDY

- a) The Contractor shall be liable to Cedefop for any lack of conformity which exists at the time the goods are verified.
- b) In the event of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the goods concerned, Cedefop shall be entitled:
 - either to have the goods brought into conformity, free of charge, by repair or replacement;
 - or to have an appropriate reduction made in the price.
- c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to Cedefop, taking account of the nature of the goods and the purpose for which they are required by Cedefop.
- d) The term ‘free of charge’ in paragraph b) refers to the costs incurred to bring the goods into conformity, particularly the cost of carriage, labour and materials.

ASSEMBLY

If required by Article I.1.2 of the Special Conditions, the Contractor shall assemble the goods delivered within a period of one month unless otherwise specified in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the Contract and the goods were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by Cedefop and was incorrectly installed owing to a shortcoming in the installation instructions.

SERVICES PROVIDED TO GOODS

If required by the Contract, services to goods shall be provided accordingly.

II.1.2 General provisions concerning goods

a) Packaging

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg.

Unless otherwise specified in the Special Conditions, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- Cedefop of the European Communities and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Specific Contract;
- EC code number of article.

b) Guarantee

The goods shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision for a longer period is made in Annex I.

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the goods have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, goods used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Specific Contract, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

II.1.3 PERFORMANCE OF THE CONTRACT

- a) 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.

- b) 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.
- c) 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.
- d) 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.
- e) 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.
- f) 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.
- g) 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.

- h)** 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.
- i)** 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.4.

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.10. 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 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 in order 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 that additional measures 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 interest. 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 the 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 - 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 of the relevant Specific Contract per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgment 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.5 – INVOICING AND PAYMENTS

II.5.1 Pre-financing:

Where required by Article I.5.1, 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.5.2 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 and of the order or specific 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
- 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.5.3 Payment of the balance:

Within sixty days of completion of each order or specific contract, 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 and of the order or specific contract to which they refer;

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.6 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.6.1 Payments shall be deemed to have been made on the date on which Cedefop's account is debited.

II.6.2 The payment periods referred to in Article I.5 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.6.3 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.7 –RECOVERY

II.7.1 If total payments made exceed the amount actually due under the Specific 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.7.2 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.6.3. Interest shall be payable from the calendar day following the expiry of the due date up to the calendar day on which the debt is repaid in full.

II.7.3 In the event of failure to pay by the deadline specified in the request for reimbursement, 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.8 –TAXATION

II.8.1 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.8.2 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.8.3 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.8.4 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.9– FORCE MAJEURE AFFECTING THE CONTRACT OR THE SPECIFIC CONTRACT(S)

II.9.1 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.9.2 Without prejudice to the provisions of Article II.1.3(h), 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.9.3 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 for the goods actually delivered and any service provided.

II.9.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.10 – SUBCONTRACTING

II.10.1 The Contractor shall not subcontract without prior written authorisation from Cedefop nor cause the Contract to be performed in fact by third parties.

II.10.2 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.10.3 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.14.

ARTICLE II.11 – ASSIGNMENT

II.11.1 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.11.2 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.12 – TERMINATION BY CEDEFOP

II.12.1 Cedefop may terminate the Contract, a pending Specific Contract or an order 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 Cedefop 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 under a pending order or a specific contract has not actually commenced within fifteen days of the date provided for, 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.12.2 In the event of force majeure, notified in accordance with Article II.9, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a quantity of goods corresponding to at least one fifth of the quantity of goods ordered or 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.12.3 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.12.4 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 goods supplied and / or services rendered 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 supply the goods and/ or to execute or complete the services. Cedefop shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.13 - CANCELLATION OF SPECIFIC CONTRACTS

Where execution of the Specific Contract has not actually commenced within fifteen days of the date foreseen for the commencement of execution and the new date proposed, if any, is considered unacceptable by Cedefop, Cedefop may cancel such Specific Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Contractor receives a registered letter with acknowledgment of receipt or equivalent.

Cedefop may cancel an Specific Contract at any time during execution thereof on the grounds and under the conditions set out in Article II.12 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of Cedefop, payment of the price of the goods delivered or services provided by him as at the effective date of cancellation.

ARTICLE II.14 – CHECKS AND AUDITS

II.14.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors is 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 of the last Specific Contract.

II.14.2 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 of the last Specific Contract.

II.14.3 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 of the last Specific Contract.

ARTICLE II.15 - 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. A Specific Contract shall not be deemed to constitute an amendment to the Contract.

ARTICLE II.16 – CONFIDENTIALITY

II.16.1 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 execution of the Specific Contracts.

II.16.2 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 execution of the Specific Contracts.

ARTICLE II. 17 – 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.18 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

II.18.1 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. Where personal data is concerned, Article I.8 shall apply.

II.18.2 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.18.3 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 the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent Cedefop's official position.

II.18.4 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.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 performance of the Contract or pending Specific Contracts 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 performance of the Contract or pending Specific Contracts. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, the specific contracts, the orders or of part thereof.

SIGNATURES

For the Contractor,

For Cedefop,

[*Company name*/forename/surname/function]

[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at Thessaloniki, [date]

In duplicate in [*English*].

Annex V (TO THE DRAFT FRAMEWORK CONTRACT)**Order Form – model**

ORDER FORM No [complete]

governed by the provisions of Framework Contract No [complete] signed on [complete]

European Commission Directorate-General [complete] [Directorate [complete]] [Unit [complete]] [Postcode and city]	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form.		
Description of the services	Quantity	Price
Total Price		_____
<i>[Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract]</i>		
<i>[The duration of the tasks shall not exceed complete].</i>	<i>Other details:</i>	
<i>[Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]</i>		

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For the Commission,

[forename/surname/function]

signature[s]: _____

Done at [], [date]

For the Contractor,

[Company name/forename/surname/function]

signature[s]: _____

Done at [], [date]

Annex VII (TO THE DRAFT FRAMEWORK CONTRACT)

SPECIFIC CONTRACT – MODEL

SPECIFIC CONTRACT No [complete]

implementing Framework Contract No ...

The European [*Atomic Energy*] Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [name in full, function, department],

of the one part,

and

[official name in full]

[*official legal form*]⁶

[*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

Article III.1: Subject

III.1.1 This specific contract implements Framework Contract No [complete] signed by the Commission and the Contractor on [complete date] [*and renewed on complete date*].

III.1.2 The subject of this specific contract is [short description of subject]. [*This specific contract relates to lot [complete] of the Framework Contract.*]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [:] [*specified in Annex [complete].*]

Article III.2: Duration

III.2.1 This specific contract shall enter into force [*on the date on which it is signed by the last contracting party*] [*on complete if it has already been signed by both contracting parties*].

III.2.2 The duration of the tasks shall not exceed [*days/months*]. Execution of the tasks shall start from [*date of entry into force of this specific contract*] or [*indicate 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.3: Price

III.3.1 The total amount to be paid by the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

III.3.2 In addition to the price [*no reimbursable costs are foreseen*][*costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract*]

[*For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.*]

Article III.4: Annexe[s]

Annex A - Resources allocated

Annex B – Contractor’s specific Tender (no [*complete*] of [*complete*])

SIGNATURES

For the Contractor,

For the Commission,

[*Company name/forename/surname/function*]

[*forename/surname/function*]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at [], [date]

In duplicate in [English].

Annex VIII

to Draft Framework 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 10th February 1975 establishing a European Centre for the development of vocational training,

HAVING REGARD to Council Regulation (EEC) No 1416/76 of 1st 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)