



EUROPEAN MEDICINES AGENCY
SCIENCE MEDICINES HEALTH

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Technical specifications for open invitation to tender

Procurement Procedure No. EMA/2011/35/DIS -
Electronic Books/E-Books – Lots 1&2



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1. Title of the invitation to tender

This document contains the Technical Specifications for the Open Invitation to Tender no. EMA/2011/35/DIS for Electronic Books/e-Books.

The contract notice for this open tender has been published in the Official Journal of the European Union no. OJ S 252 on 31st December 2011.

Tenderers may tender for one or both lots:

Lot 1 – Electronic Books/e-Books on General Knowledge and Management

Lot 2 – Electronic Books/e-Books on Medicines and Pharmaceutical Subjects

2. Objectives and context of the invitation to tender

The European Medicines Agency (“the Agency”) is a decentralised body of the European Union based in Canary Wharf in the Docklands area of London (E14). Its main responsibility is the protection and promotion of public and animal health, through the evaluation and supervision of medicines for human and veterinary use.

The Agency was established in 1995 and operates under Council Regulation No 726/2004 to provide a system for the authorisation of medicinal products. The Agency is an Agency of the European Union and has its own legal personality. The Agency’s budget is subject to checks and audits by the Court of Auditors.

The Agency is responsible for the scientific evaluation of applications for European marketing authorisation for medicinal products (centralised procedure). Under the centralised procedure, companies submit a single marketing authorisation application to the Agency. Once granted by the European Commission, a centralised marketing authorisation is valid in all European Union and EEA-EFTA states. The safety of medicines is monitored constantly by the Agency through a Pharmacovigilance network.

The Agency also gives scientific advice and protocol assistance to companies for the development of new medicinal products. It publishes guidelines on quality, safety and efficacy testing requirements. A dedicated office provides special assistance to small and medium-sized enterprises (SMEs). Six scientific committees, composed of members of all EU and EEA-EFTA states, some including patients’ and doctors’ representatives, conduct the main scientific work of the Agency.

The role of the Agency’s Library is to support its staff in the execution of their professional tasks by providing access to information resources in paper and electronic format. It also provides advice on how to use such resources. The Library is not open to the general public. Its collection contains around 4,200 monographs, 150 periodicals and 10 databases with scientific content, 90% of these in English. Increasingly other subjects as law, management, information technology, personal development, languages and general administration are covered.

The library at the Agency aims to decrease the number of centrally stored paper resources and to exchange these by electronic resources accessible to all staff from their own work stations. The number of staff is currently around 700.

The Agency wishes to conclude up to 3 framework contracts with the intention to re-open the competition for the purchase of specific publications as described in this tender as and when required.

3. Subject of the tender

The Agency considers that it may increasingly require access to electronic books/ebooks covering content on subjects such as Human and Veterinary Medicines, Pharmaceuticals, Drug Pipeline Information, Medical and Clinical Specialities, Diseases, Pharmacovigilance, Adverse Drug Reactions, Health and Safety, Management, European Law, Information Technology, Personal Development, European Languages and General Administration. This list is non-exhaustive and will be divided into two lots.

It is envisaged to create a "one-stop" access point for staff to access books and publications from their workstation electronically. For this reason an Agency wide access model through IP-recognition will be preferred to the alternative of access for named users only.

The following requirements are specific to both lots:

- E-books to be selected by title rather than by package;
- Full-text access;
- Ability to print and save content in accordance with current copyright legislation and publishers' allowances;
- Web-based interface – no third-party software to be installed to access e-Books;
- Highly user-friendly, intuitive and easy-to-use interface for fast access to content;
- Ability to link out and implement content into external cross-searching tools based on OpenURL;
- Ability to integrate into Library Management System (based on SQL) and OPAC;
- Possibility of archiving of or perpetual access to old editions of subscribed titles
- Content supplied may be referred to, re-used and/or re-written;
- Ability to transfer fully or partially to several portable devices (please specify)
- Availability of administration account for the library including access to statistics and the possibility of layout customisation (alternatively included in customer service from supplier).

The tenderer is asked to use forms in Annex I to indicate the ability to provide the products required for one or both lots and to include a description of how their service(s) will be managed and implemented to comply with the tender requirements attached to the filled-in sheets. The tenderer is also asked to give information about the inclusiveness of content updates on e-Books and about the frequency of system upgrade on the interface/platform.

Tenderers will be requested to provide a trial free of charge and without obligation for each interface offering in response to this tender for a minimum of 4 (four) weeks. This trial will form part of the award criteria (see Section 15).

For the pricing evaluation the tenderer is asked to provide the information required only in the Costing Sheets (Annexes IIa and IIb) for one or both lot(s).

3.1. Lot 1 – E-books on General Knowledge and Management

Lot 1 covers the supply of electronic books on General Knowledge and Management topics such as

- European Languages/Dictionaries

- European Union
- General Administration and Health & Safety
- Law and Legislation
- Management and Personal Development
- Information Technology

This list is non-exhaustive.

3.2. Lot 2 – E-books on Medicines and Pharmaceutical Topics

Lot 2 covers the supply of electronic books on scientific topics in the field of Medicines and Pharmacology such as

- Herbal Medicines
- Medical and Clinical Specialities
- Pharmacology
- Pharmacovigilance
- Veterinary Medicines

This list is non-exhaustive.

4. Participation in the tender

4.1. Multilateral agreement on public procurement

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

Where the Multilateral Agreement on Public Procurement concluded within the World Trade Organisation applies, the tendering procedure shall also be open to nationals of the countries which have ratified this agreement, under the conditions laid down in that Agreement. In that connection, it should be noted that the services under Annex II-B to Directive DIR/2004/18/EC and the R&D services listed in category 8 of Annex II-A to that Directive are not covered by the Agreement.

4.2. Subcontracting

If the tender envisages subcontracting any part of this contract, the following documents must be provided with the tender submission:

- A document signed by the tenderer stating clearly the identity, roles, activities and responsibilities of subcontractor(s) and specifying the volume/proportion for each subcontractor.
- A letter of intent by each subcontractor stating its unambiguous undertaking to collaborate with the tenderer if it wins the contract and the extent of the resources that it will put at the tenderer's disposal for the performance of the contract.
- If requested under points 12, 13 and 14 any documents regarding the exclusion and/or selection criteria for any subcontractors.

If such documents are not provided, the Agency shall assume that the tenderer does not intend subcontracting.

5. Additional documentation available to tenderers

Further information about the work of the Agency can be obtained on its website:
<http://www.ema.europa.eu>.

6. Information visit

Not Applicable.

7. Variants

Not Applicable.

8. Estimated contract volume

The estimated contract volume for the next 3 years is 150,000 Euro for both lots, i.e. 30,000 Euro for Lot 1 and 120,000 Euro for Lot 2.

9. Price

9.1. Currency of tender

Prices should be submitted in Euro. The costing sheet attached to these specifications must be used to submit a tender. (See Annex IIa and IIb)

Please note that any financial costing sheet must be submitted in separate binders or folders, which must be clearly labelled.

9.2. All-inclusive prices

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include delivery, maintenance, upgrades etc). No expenses will be reimbursed separately by the Agency.

9.3. Price revision

Prices submitted in response to this tender shall not be fixed. However, differences in the prices submitted in response to this tender and in response to the re-opening of competition at a later stage shall not be unreasonably high or otherwise are subject to justification as and when requested. Prices submitted in response to the re-opening of competition throughout the contract period shall be fixed and not subject to revision for the duration of the subscription.

9.4. Costs involved in preparing and submitting a tender

The Agency will not reimburse any costs incurred in the preparation and submission of a tender. Any such costs must be paid by the tenderer.

9.5. Protocol on the Privileges and Immunities of the European Union

The Agency is, as a rule, exempt from all taxes and duties, and in certain circumstances is entitled to a refund for indirect tax incurred such as value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union. Tenderers must therefore give prices which are exclusive of any taxes and duties and must indicate the amount of VAT separately.

10. Payment arrangements

Payments under the contract shall be executed only if the supplier has fulfilled all his contractual obligations by the date on which the invoice is submitted, including specified deliverables.

The payment terms for each lot will be set out in the relevant framework contract.

11. Contractual details

The Agency intends to conclude up to a maximum of 3 contracts per lot for the provision of access to electronic books on topics as described above for a period of 2 years with the prospect of a renewal for one further year. The Agency will re-open the competition for each required resource amongst the awarded contractors as and when required. A framework contract will establish the terms governing purchase orders to be awarded during a given period, in particular in regard to pricing. The Agency may also elect to sign a service level agreement with contractors. The framework contract shall incorporate the contractor's terms and conditions.

A draft contract is attached to these Technical Specifications as Annex V. Tenderers must confirm acceptance of the draft contract and terms and conditions of the tender as part of their tender response.

Signature of the framework contract imposes no obligation on the Agency to order products. Only the implementation of the framework contract through purchase orders is binding for the Agency.

Each purchase order will contain details of deliverables and timelines for particular products to be provided.

11.1. Re-Opening of Competition

After the signing of the contracts all contractors will be contacted via email as and when the Agency intends to purchase one or a collection of products. Contractors are required to then send detailed information with a quote for the requested product(s).

All quotes received within the given response period shall be evaluated and the purchase shall be arranged with the contractor who was awarded with the highest ranking after evaluation according to the criteria given in 11.2.

11.2. Award Criteria for Re-Opening of Competition

Within the re-opening of competition the most economically advantageous offer will be chosen in terms of the following criteria:

A. Price

The award criteria for price shall be evaluated according to the following formula:

Lowest price x weighting for price (60%)
Tenderer's price

B. Usability and technical quality of the products

Tenderers are requested to allow a free trial period to any product offered in response to the re-opening of competition as and when requested for evaluation purposes.

Criteria	Score Range		
User-friendliness of platform	10 (very intuitive handling of the platform, font sizeable, IP recognition, no username and password required)	5 (average intuitive handling of the platform, font sizeable, username and password required)	0 (handling of the platform not intuitive, font not sizeable, complicated access model)
Link-in options for cross and meta data searching tools	10 (easy to link out into metadata searching tools)	n/a	0 (not open for metadata searching tools)
Search facilities	10 (very intuitive, simple, advanced and Boolean search available, cross search available, results clearly structured and easy to navigate)	5 (average intuitive, simple search and advanced search available, no cross search available, intuitive navigation to results)	0 (complicated and insufficient search facilities, unclear structure of result list and navigation)
Integration into Library Management System	10 (Import of MARC records, cover page images, extracts)	5 (Import of MARC records)	0

A maximum of 40 points can be scored which will be 40% of the contractor's total scoring.

12. Exclusion criteria

Tenderers shall be excluded from participation in this procurement procedure if:

- They are insolvent (or the subject of bankruptcy proceedings if an individual) 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;
- They have been convicted of an offence (if an individual) or judgment has been made against them concerning their professional conduct by a judgment which has the force of res judicata;
- They have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- 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;

- They have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests;
- Following another procurement procedure or grant award procedure financed by the European Union budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.
- Contracts may not be awarded to candidates or tenderers who, during the procurement procedure:
- Are subject to a conflict of interest;
- Are guilty, either knowingly or negligently, 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.

Tenderers must complete, date and sign the declaration in Annex III in relation to Exclusion Criteria. Only the successful tenderer will be required to provide all the supporting documentation indicated in this Annex at a later stage prior to contract signature.

The Agency reserves the right to request the tenderer at a later stage to provide the declaration and supporting documentation for exclusion criteria from any subcontractors.

13. Selection criteria: financial and economic capacity

Tenderers are requested to provide the following documentation to enable an assessment of their financial and economic capacity. If subcontracting is envisaged, documentation must be provided in relation to any subcontractors.

If the tenderer is a company and is otherwise required under the law of the State in which it is established to publish its accounts, the following information is requested:

1. A copy of the most recent audited accounts that cover the last three years of trading or for the period that is available if trading for less than three years.
2. A statement of the company's turnover, Profit & Loss and cash flow position for the most recent full year of trading (or part year if full year not applicable) and an end period balance sheet, where this information is not available in audited form at point 1 above.
3. Where documents mentioned under point 2 cannot be provided, please provide a statement of the company's cash flow forecast for the current year and a bank letter outlining the current cash and credit facility position.
4. If the organisation is a member of a group of companies, documents under points 1, 2 and 3 are required for both the tenderer and its ultimate holding company. Where a consortium or association is proposed, the information is requested for each member company.
5. Please enclose a separate statement of the tenderer's turnover that relates directly to the requirements of the Agency for the past three years, or for the period the tenderer has been trading (if less than three years).
6. Evidence of professional risk indemnity insurance.

If the tenderer is not obliged to publish its Accounts under the law of the state in which it is established, please supply copies of such accounting information as the tenderer is willing to provide relating to the last three financial years or any period since the end of the last financial year.

14. Selection criteria: technical and professional capacity

Tenderers are requested to provide the following documentation to enable an assessment of their technical and professional capacity. If subcontracting is envisaged, documentation must be provided in relation to any subcontractors.

- Proof of authorisation to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.
- Please outline the range of products and services provided by the tenderer which are relevant to this tender.
- Please provide details of major contracts awarded to the tenderer relevant to the contract required by the Agency under the following categories:
 - Contracts currently undertaken; and
 - Contracts that have been undertaken over the last three years.

The details should include:

- Customer name and address;
- Contact name and telephone number;
- Contract reference and brief description of service undertaken; and
- Name(s) of sub-contractors and/or consortium members and their role.

NB. The Agency may elect to contact any of the above companies for a reference. Your permission to do so will be assumed unless you state any objections.

- Please provide a statement of the tenderer's policy on the use of sub-contractors, and of the means of ensuring quality when sub-contractors are used.
- Please provide details of any quality assurance accreditation that the tenderer holds. If no accreditation held, please provide an outline of any quality assurance policy. Please also provide details of any quality assurance accreditations for which you have applied.

15. Award criteria

15.1. Lot 1 – E-Books on General Knowledge, Languages and Management

A. Availability of products

The tenderer must indicate the availability of products as listed in Annex Ia. Scores are given as described below. A maximum of 80 points can be scored (10 per title). No minimum score is required to be evaluated for price.

Availability	Scores
--------------	--------

Title available (subscription AND/OR one-off-purchase)	10
Title NOT available	0

B. Administration and platform of the account

Tenderers must provide a copy of their Terms and Conditions, an overview of available training opportunities as well as name and contact details of the Account Manager/Customer Service Team to be responsible for the Agency's customer account. Tenderers are also requested to allow a free trial period to the platform relevant to this tender for evaluation purposes.

Criteria	Score Range		
Dedicated account manager	15 (one contact person for all products related to this tender, contact person coordinates all business, account and technical queries)	10 (Customer Service Team responsible for Agency's account, different contact persons/teams for different queries (business, technical))	0 (anonymous customer service email contact for queries)
Training and Webinar facilities included	15 (regular webinars available and face-to-face training on demand to no additional costs)	10 (kick-off-training to no additional costs available, webinars on demand available)	5 (online training on demand available only)
Terms and Conditions in regards to Customer Service	15 (clear information about availability of resources and customer service policy in case of disruption of service, 24hrs response time policy)	10 (clear information about availability of resources and customer service policy in case of interruption of service, 48 hrs response time policy)	0 (no clear communication on response time and disruption of service)
Platform/Interface/ Admin Account **	15 (intuitive search interface, simple and advanced search, table of content for navigation, platform multi-lingual, access directly to the book and to the collection (browsing), export facility, admin account with bibliographical and price information and statistics)	10 (simple and advanced search, table of content for navigation, access directly to the book as well as to the collection (browsing), admin account with bibliographical and price information)	5 (simple and advanced search, access to the collection only, admin account with bibliographical and price information)

The tenderer must score a minimum of 30 points in criterion B to be evaluated for price. Tenderers scoring less than 30 points will be eliminated.

**Will be evaluated during trial period.

C. Price

Once the tenderer is eligible for the evaluation of price (minimum 30 points in award criterion B) the award criteria for price shall be evaluated according to the following formula:

$$\frac{\text{Lowest price} \times \text{weighting for price (30\%)}}{\text{Tenderer's price}}$$

For the purpose of this evaluation, the price will be calculated as a total price on the basis of the scenario of titles provided by the tenderer in Annex IIa and/or IIb. Tenderers who can not provide all required prices will be eliminated.

Application of the award criteria given in 15.1 in assessing the tenders will be weighted as follows:

Criterion	Weighting
A	30%
B	40%
C	30%
Total	100%

Following evaluation the total of points shall be established by the evaluation committee and the contracts awarded to the highest ranking tenderers. Both lots will be evaluated separately and contracts will be awarded accordingly.

15.2. Lot 2 – E-books on Medicine and Pharmacology related subjects

A. Availability of products

The tenderer must indicate the availability of products as listed in Annex Ib. Scores are given as described below. No minimum score is required to be evaluated for price.

Availability	Scores*
Title available as one-off purchase	10
Title available as subscription (any updates included)	+2
Title available through IP recognition (no username and password required)	+2
Title available as unlimited site access for 500 FTE on IP validation	+2

*A maximum of 16 points per available title can be scored if title is available as unlimited-user-subscription (one-site) through IP recognition without requiring username and password.

B. Administration and platform of the account

Tenderers must provide a copy of their Terms and Conditions, an overview of available training opportunities as well as name and contact details of the Account Manager/Customer Service Team to be responsible for the Agency's customer account. Tenderers are also requested to allow a free trial period to the platform relevant to this tender for evaluation purposes.

Criteria	Score Range		
Dedicated account manager	15 (one contact person for all products)	10 (Customer Service Team)	0 (anonymous customer)

	related to this tender, contact person coordinates all business, account and technical issues)	responsible for Agency's account, different contact persons/teams for different queries (business, technical))	service email contact for queries)
Training and Webinar facilities included	15 (regular webinars available and face-to-face training on demand to no additional costs)	10 (kick-off-training at no additional costs available, webinars on demand available)	5 (training on demand only online available)
Terms and Conditions and Customer Service	15 (clear information on availability of resources and customer service policy in case of disruption of service, 24hrs response time policy)	10 (clear information on availability of resources and policy in case of interruption of service, 48hrs response time policy)	0 (no clear communication on response time and disruption of service)
Platform/Interface/ Admin Account **	15 (intuitive search interface, simple and advanced search, table of content for navigation, platform multi-lingual, access directly to the book and to the collection (browsing), export facility, admin account with bibliographical and price information and statistics)	10 (simple and advanced search, table of content for navigation, access directly to the book as well as to the collection (browsing), admin account with bibliographical and price information)	5 (simple and advanced search, access to the collection only, admin account with bibliographical and price information)

The tenderer must score a minimum of 30 points in criterion B to be evaluated for price. Tenderers scoring less than 30 points will be eliminated.

**Will be evaluated during trial period.

C. Price

Once the tenderer is eligible for the evaluation of price (minimum 30 points in award criterion B) the award criteria for price shall be evaluated according to the following formula:

$$\frac{\text{Lowest price} \times \text{weighting for price (30\%)}}{\text{Tenderer's price}}$$

For the purpose of this evaluation, the price will be calculated as a total price on the basis of the scenario of titles provided by the tenderer in Annex IIa and/or IIb. Tenderers who can not provide all required prices will be eliminated.

Application of the award criteria given in 15.2 in assessing the tenders will be weighted as follows:

Criterion	Weighting
A	30%
B	40%
C	30%
Total	100%

Following evaluation the total of points shall be established by the evaluation committee and the contracts awarded to the highest ranking tenderers. Both lots will be evaluated separately and contracts will be awarded accordingly.

16. Tender to be submitted

In order to assess each tenderer according to the above-mentioned criteria, the following information must be submitted by the tenderer:

- A letter enclosing the tender on the official letter headed paper of the tenderer and signed by an authorised representative of the tenderer.
- An information sheet on the tenderer indicating:
 - the name and registered business address including telephone number, e-mail address and website address;
 - any other different current or previous trading name in the past three years;
 - the name and contact details of the person whom may be contacted with any queries regarding this tender;
 - the legal status of the tenderer;
 - if the tenderer is a company the company registration number, VAT registration number and date of incorporation;
 - if the tenderer is a member of a group of companies and if so the relationship between the tenderer and the ultimate holding company, the name and address of the holding company and its registration number, whether the ultimate holding company would be prepared to guarantee the liabilities in connection with this contract;
 - details of organisational structure including organisation chart;
 - number and locations of premises;
 - number of employees;
 - name of the person authorised to sign contracts on behalf of the tenderer.
- Completed declaration in Annex III relating to Exclusion Criteria.
- Documentation requested to enable assessment of Selection Criteria (points 13 and 14 above).
- Documentation requested to enable assessment of Award Criteria (points 15 above)
 - For Criterion A: completed List of Availability (Annex I)
 - For Criterion B: Copy of Terms and Conditions of the Service relevant to this tender, description of training opportunities, details of Customer Service Team / Account Manager, description of platform and relevant credentials for trial
- A statement to confirm that information provided in response to this tender is accurate and complete as at the date of submission and acknowledgement that the provision of false information, either knowingly or negligently, in response to this tender could result in the tenderer being excluded from future tenders for contracts with the Agency.
- Confirmation of acceptance of the draft contract and terms and conditions of tender.

- An undertaking to inform the Agency promptly following any matter which would alter or add to any of the information given in response to this tender.
- Documents as requested in relation to proposed subcontracting.
- Tenders submitted by consortia or by groups of service providers must indicate the role, title and experience of each member or of the group.
- **To be submitted in separate binders or folders, which must be clearly labelled**, a detailed financial tender using the costing sheet attached in Annex II(a+b), and exclusive of VAT, signed by an authorised representative of the tenderer.
- Tenderers are requested to make use of the checklist given in Annex IV to ensure that no enclosure has been omitted in their tender.

Annexes

- Ia+b List of available products to be used by tenderers
- IIa+b Costing Sheets to be used by tenderers
- III Exclusion criteria statement and detail of supporting documentation required
- IV Summary Checklist of Documents which tenderers must submit
- V Draft contract

Annex I – List of Availability

Annex Ia – List of Availability Lot 1

Tenderers should submit this sheet in separate binders or folders which must be clearly labelled.

A maximum of 10 points per available title can be scored (see scoring table in section 15.1).

Please note: The titles used for the scenarios are only for evaluation purposes and do not necessarily reflect the purchase intention of the Agency.

Name of tenderer: _____

e-Books General Knowledge, Languages & Management	AVAILABLE AS SUBSCRIPTION	AVAILABLE AS ONE-OFF PURCHASE
<i>e.g. Examples in Science</i>	✓	✓
Introduction to Health and Safety at Work ISBN 9786613137289		
Medico-Legal Issues in Infectious Diseases ISBN 9786613087096		
Microsoft Word 2010 In Depth ISBN 9786612700835		
Webster's Polish - English Thesaurus Dictionary ISBN 9786611494506		
Effective Project Management ISBN: 9786613018540		
Health Systems Governance in Europe: The Role of EU Law and Policy ISBN: 9786613331410		
SAP Security Configuration and Deployment: The IT Administrator's Guide to Best Practices ISBN: 9786611928858		
Design for Operational Excellence: A Breakthrough Strategy for Business Growth ISBN: 9786613258892		

Date

Signature of authorised representative

PRINT NAME

POSITION IN COMPANY

Annex Ib – List of Availability Lot 2

Tenderers should submit this sheet in separate binders or folders which must be clearly labelled.

A maximum of 16 points per available title can be scored if available as unlimited user (one-site) subscription through IP recognition without requiring username and password (see scoring table in section 15.2)

Please note: The titles used for the scenarios are only for evaluation purposes and do not necessarily reflect the purchase intention of the Agency.

Name of tenderer: _____

e-Books Medicines and Pharmaceutical Topics	AVAILABLE AS SUBSCRIPTION	AVAILABLE AS ONE-OFF PURCHASE	UNLIMITED ONE-SITE ACCESS (500 FTEs)	ACCESS CONTROL	
				IP Validation	Username -Password
<i>e.g. Examples in Science</i>	✓	✓	<i>Not available</i>		✓
AHFS Drug Information / American Society of Health-System Pharmacists ISSN 8756-6028					
Black's Veterinary Dictionary ISBN 9786610244768					
Clarke's Analysis of Drugs and Poisons ISBN 9780853694731					
Handbook of Pharmaceutical Excipients ISBN 9781582120584					
Martindale: the Complete Drug Reference ISSN 0263-5364					
Stockley's Drug Interactions ISBN 9780853699149					
The Merck Index ISBN 9780911910001					
Guide to drug regulatory affairs ISBN 9783871933547					
Rang & Dale's pharmacology ISBN 9780702041624					
DeVita, Hellman, and Rosenberg's Cancer: Principles and Practice of Oncology					

			UNLIMITED ONE-SITE ACCESS	ACCESS CONTROL	
ISBN 9780781772075					
BNF for children ISSN 1747-5503					
British National Formulary ISSN 0260-535X					
Handbook of injectable drugs ISBN 9781585282487					
Herbal Medicines ISBN 9780853696230					
Nelson textbook of pediatrics ISBN 9781437707557					
Stockley's Herbal Medicines Interactions ISBN 9780853697602					

Date

Signature of authorised representative

PRINT NAME

POSITION IN COMPANY

Annex II - Costing sheets/Scenarios

Explanatory note

Tenderers should submit the costing sheet/s in separate binders or folders which must be clearly labelled.

The following tables (Annexes IIa and IIb) are used to evaluate the submitted tender on pricing.

Tenderers must use the costing sheets provided and must not submit any pricing information other than requested in the costing sheets. If tenderers choose to submit package prices for the requested items, they do so on their own financial risk. For the evaluation of the pricing the formula given under Section 15. Award Criteria is used and "Tenderer's price" will be calculated as the total sum of Total A, Total B and Total C as given in the costing sheets. The price will be weight 30% against the other award criteria given in section 15. The tenderer is advised to give the price for all required scenarios also if the same price applies. Responses to this tender submitted with incomplete costing sheets will be eliminated.

All prices must be given in EURO.

Please note: The titles used for the scenarios are only for evaluation purposes and do not necessarily reflect the purchase intention of the Agency.

Annex IIa Scenario for Lot 1 - Electronic Books on General Knowledge and Management

Name of tenderer: _____

eBOOKS (One-Site Licence)	IDENTIFIER	A SINGLE-USER	B MULTI-USER 5 concurrent users	C MULTI-USER 10 concurrent users
<i>e.g. Examples in Science</i>	<i>ISSN 1212-1212</i>	<i>€ 12.50</i>	<i>€ 150</i>	<i>€ 2350.00</i>
Intermediate Polish: A Grammar and Workbook	ISBN 9780203325605	€	€	€
Health Systems Governance in Europe: The Role of EU Law and Policy	ISBN 9780511743207	€	€	€
Influencing Within Organizations	ISBN 9780203462768	€	€	€
FDA Regulatory Affairs: A Guide for Prescription Drugs, Medical Devices, and Biologics	ISBN 9781420073553	€	€	€
The intelligent company: five steps to success with evidence-based management	ISBN 9780470660690	€	€	€
Information-driven business: how to manage data and information for maximum advantage	ISBN 9780470649435	€	€	€
TOTAL				
TOTAL A+B+C				

Date

Signature of authorised representative

PRINT NAME

POSITION IN COMPANY

Annex IIb Scenario for Lot 2 - Electronic Books on Medical and Pharmaceutical Subjects

Name of tenderer: _____

eBOOKS (One-Site Licence)	IDENTIFIER	A SINGLE-USER	B MULTI-USER 5 concurrent users	C MULTI-USER 10 concurrent users
<i>e.g. Examples in Science</i>	ISSN 1212-1212	€ 12.50	€ 150	€ 2350
AHFS Drug Information / American Society of Health-System Pharmacists	ISSN 8756-6028	€	€	€
Stockley's Drug Interactions	ISBN 9780853699149	€	€	€
Handbook of Pharmaceutical Excipients	ISBN 9781582120584	€	€	€
Martindale: the Complete Drug Reference	ISSN 0263-5364	€	€	€
Herbal Medicines	ISBN 9780853696230	€	€	€
TOTAL				
TOTAL A+B+C				

Date

Signature of authorised representative

PRINT NAME

POSITION IN COMPANY

Annex III - Exclusion criteria declaration upon honour and detail of supporting documentation required

Tenderers must:

- Answer the following questions by indicating yes or no in each case. A “yes” response to questions 1-11 inclusive will result in the tenderer being eliminated from the procedure. A “no” response to questions 12-17 will result in the tenderer being eliminated from the procedure.
- Ensure that the declaration is signed and dated by the tenderer.
- Ensure that signature is by either a company director or any person with powers of representation or control in relation to the tenderer.
- Note that where subcontracting is envisaged, the tenderer must certify, if requested at a later stage by the Agency, that any subcontractor is not in one of the following situations of exclusion.
- Note that if the tenderer is a legal entity, it must provide, if requested by the Agency at a later stage in the procedure, any further information on the ownership or on the management, control and power of representation of the legal entity.

Declaration upon honour

The undersigned declares upon honour the following answers in relation to the company or organisation that he/she represents:

1. Is the tenderer insolvent (or the subject of bankruptcy proceedings if an individual) or being wound up?	Yes/No
2. Is the tenderer having its affairs administered by the courts?	Yes/No
3. Has the tenderer entered into an arrangement with creditors?	Yes/No
4. Has the tenderer suspended business activities?	Yes/No
5. Is the tenderer the subject of proceedings concerning any such matters referred to in 1, 2, 3 or 4 above or in any analogous situation arising from a similar procedure provided for in national legislation or regulations?	Yes/No
6. Has the tenderer been convicted of any offence (if an individual) or judgment been made against it concerning its professional conduct by a judgment which has the force of res judicata?	Yes/No
7. Has the tenderer been guilty of grave professional misconduct?	Yes/No
8. Has the tenderer failed to fulfil its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which 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?	Yes/No
9. Has the tenderer been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the European Union's financial interests?	Yes/No

10. Following any other procurement procedure or grant award procedure financed by the European Union budget, has the tenderer been declared to be in serious breach of contract for failure to comply with their contractual obligation and is the tenderer subject to any administrative penalty as a result of this?	Yes/No
11. Does the tenderer have conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest?	Yes/No
12. Will the tenderer inform the Agency, without delay, of any situation constituting a conflict of interest or which could give rise to a conflict of interest?	Yes/No
13. Does the tenderer confirm that it has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the contract?	Yes/No
14. Does the tenderer confirm that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award of the contract?	Yes/No
15. Does the tenderer confirm that it is not guilty of any serious misrepresentation, either knowingly or negligently, in supplying any information required by the Agency?	Yes/No
16. I note that the Agency reserves the right to check the responses to the above information.	Yes/No
17. I agree to provide the supporting documentation listed below should the tenderer be awarded a contract by the Agency.	Yes/No

I declare upon my honour that the above responses are correct.

Date: _____ Signature of authorised representative: _____
(Print name): _____
Position in Company: _____
Representing (name of tenderer): _____

Signature should be by either a company director or any person with powers of representation or control in relation to the tenderer.

Tenderers must note that the following supporting documentation will have to be provided at a later stage prior to contract signature but only by the successful tenderer. No contract can be signed without receipt of such supporting documentation. For successful joint tenderers exclusion criteria declarations and supporting documents are required from each company individually.

In support of the above responses, the successful tenderer will provide following documents:

Proof regarding situations mentioned in points 1, 2, 3, 4, 5, 6 and 9 in the form of 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 these requirements are satisfied. The extract(s) or equivalent documentation must be the most reasonably available.

The Agency will accept a recent certificate issued by the competent authority of the country concerned as satisfactory evidence that the tenderer is not in the situation mentioned in point 8 above. The certificate must be dated less than four months before the final date for submission of tenders.

Where no such certificate is issued in the country concerned, it may be replaced by a sworn or a solemn statement made by the tenderer before a judicial or administrative authority, a notary or a qualified professional body in the country of origin or provenance.

Annex IV - Summary checklist of documents which tenderers must submit

1. Letter enclosing the tender on the official letter headed paper of the tenderer and signed by an authorised representative of the tenderer.
2. Tender in one original paper copy with one copy of all documents on CD-ROM, containing the following elements:
3. Information sheet on the tenderer (as detailed in point 16 above).
4. Completed declaration in Annex II relating to Exclusion Criteria.
5. Documentation requested to enable assessment of Selection Criteria (points 13 and 14 above).
6. Documentation requested to enable assessment of Award Criteria (points 15 above)
 - a. For Criterion A: completed List of Availability (Annex I)
 - b. For Criterion B: Copy of Terms and Conditions of the Service relevant to this tender, description of training opportunities, details of Customer Service Team / Account Manager, description of platform and relevant credentials for trial
7. A statement to confirm that information provided in response to this tender is accurate and complete as at the date of submission and acknowledgement that the provision of false information, either knowingly or negligently, in response to this tender could result in the tenderer being excluded from future tenders for contracts with the Agency.
8. Confirmation of acceptance of the draft contract and terms and conditions of tender.
9. An undertaking to inform the Agency promptly following any matter which would alter or add to any of the information given in response to this tender.
10. Documents as requested in relation to proposed subcontracting (if applicable).
11. Tenders submitted by consortia or by groups of service providers must indicate the role, title and experience of each member or of the group.
12. **To be submitted in separate binders or folders, which must be clearly labelled**, a detailed financial tender using the costing sheet attached in Annex II(a+b), and exclusive of VAT, signed by an authorised representative of the tenderer.

Annex V - Draft Contract

Framework contract for supply of goods & services (short-form) for library

European Medicines Agency (hereinafter referred to as "the Agency"), which is represented for the purposes of the signature of this contract by [name in full and title], of the one part, and

[Name of company] whose registered address is at [complete] (hereinafter referred to as "the Contractor"), represented for the purposes of the signature of this contract by [name in full and title], a duly authorised officer of the Contractor of the other part,

Have agreed:

1. Definitions

1.1 In these Conditions:

'**Confidential information**' means any information intentionally or unintentionally provided directly or indirectly by either the Agency or the Contractor to the other in oral or documentary form or by way of electronically accessible media or other tangible form or by demonstrations;

'**Conditions**' means the framework standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Agency and the Contractor;

'**Contract**' means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services which is constituted by these Conditions (including all terms and conditions incorporated herein by reference) but which is only implemented by the issuance of a Purchase Order;

'**Delivery address**' means the Loading Bay of the Agency at 1-7 Westferry Loading Bay, Ontario Way, Canary Wharf, London, E14 4HA;

'**Goods**' means the goods (including any instalment of the Goods or any part of them) described in the Purchase Order;

'**Intellectual property rights**' means any database rights, copyright, trademarks, domain names, designs or patents (whether registered or unregistered) including but not limited to all other intellectual or industrial property rights such as know-how, trade secrets and goodwill;

'**Purchase Order**' means the Agency's purchase order issued to the Contractor from time to time to implement the purchase of the Goods and/or Services there from;

'**Price**' means the price of the Goods and/or the charge for the Services;

'**Services**' means the services (if any) described in the Purchase Order;

'**Specification**' includes the specification, type and quality of the Goods or Services required in the Agency's invitation to tender and technical specifications of [complete] and offered in the Contractor's response thereto of [date] and includes any plans, drawings data or other information relating to the Goods or Services; and

'**Writing**' includes letter, facsimile transmission and comparable means of communication.

1.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

- 1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of purchase

- 2.1 The Purchase Order constitutes an offer by the Agency to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2 These Conditions shall apply to the Contract incorporating the Contractor's standard master agreement as set out in the annex (the "Master Agreement"), but otherwise to the exclusion of any other terms and conditions and or conditions which might be implied by trade custom, practice or other course of dealing on which any quotation has been given to the Agency or subject to which the Purchase Order is accepted or purported to be accepted by the Contractor.
- 2.3 In the event of a conflict between these Conditions and the Master Agreement, the latter shall prevail to the exclusion of the conflicting provision in these Conditions except for Articles 5.1, 5.2, 5.3 and 15.
- 2.4 The Purchase Order will lapse unless unconditionally accepted by the Contractor in Writing within 7 calendar days of its date, unless otherwise so stated in the Purchase Order.
- 2.5 No variation to the Purchase Order or these Conditions shall be binding unless said variation is required under clause 2.3 above or is agreed in Writing between the authorised representatives of the Agency and the Contractor.

3. Specifications

- 3.1 The quantity, quality and description of the Goods and/or the Services shall, subject as provided in these Conditions, be as specified in the Purchase Order and/or in any applicable Specification supplied by the Agency to the Contractor or agreed in Writing by the Agency. The Contractor shall supply the Goods and perform the Services to a professional standard which might reasonably be expected of it and in any event with reasonable skill and care. It shall perform the Services and provide the Goods in accordance with technical means, standards and procedures based on best professional practice in the relevant field and, in particular, with the ISO 9000 standards.
- 3.2 Any Specification supplied by the Agency to the Contractor, or specifically produced by the Contractor for the Agency, in connection with the Contract, together with the copyright, design rights or any other Intellectual Property Rights in the Specification, shall be the exclusive property of the Agency. The Contractor shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Contractor, or as required for the purpose of the Contract.
- 3.3 The Contractor shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
- 3.4 The Contractor shall not unreasonably refuse any request by the Agency to inspect and test the Goods during manufacture, processing or storage at the premises of the Contractor or any third party prior to despatch, and the Contractor shall provide the Agency with all facilities reasonably required for inspection and testing.
- 3.5 If as a result of inspection or testing the Agency is not satisfied that the Goods will comply in all respects with the Contract, and the Agency so informs the Contractor within 7 calendar days of inspection or testing, the Contractor shall take such steps as are necessary to ensure

compliance.

- 3.6 The Goods shall be marked in accordance with the Agency's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

4. Price of the Goods and Services

- 4.1 The Price of the Goods and the Services shall be as stated in the Purchase Order and, unless otherwise so stated, shall be:

4.1.1 exclusive of any applicable value added tax; and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

- 4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Agency in Writing.

- 4.3 The Agency shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Contractor, whether or not shown on its own terms and conditions of sale.

5. Terms of payment

- 5.1 The Contractor shall be entitled to invoice the Agency on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Purchase Order.
- 5.2 Payment of the charges under the contract shall be made only if the Contractor has fulfilled all its contractual obligations by the date on which the invoice is correctly submitted.
- 5.3 Unless otherwise stated in the Purchase Order, the Agency shall pay the Price of the Goods and the Services no later than 45 days from receipt and verification by the Agency of a proper invoice with a breakdown of the Price or, if later, after acceptance of the Goods or Services in question by the Agency. Invoices must contain the following Agency reference: PO [complete].
- 5.4 The Agency shall be entitled to set off against the Price any sums owed to the Agency by the Contractor.

6. Delivery

- 6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Purchase Order, in either case during the Agency's usual business hours.
- 6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of Purchase Order, the Contractor shall give the Agency reasonable notice of the specified date.
- 6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 6.4 A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

- 6.5 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.
- 6.6 the Agency shall be entitled to reject any Goods delivered which are not in accordance with the Purchase Order, and shall not be deemed to have accepted any Goods until the Agency has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 6.7 The Contractor shall supply the Agency in good time with any instructions or other information required to enable the Agency to accept delivery of the Goods and performance of the Services.
- 6.8 The Agency shall not be obliged to return to the Contractor any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Agency.
- 6.9 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the Agency shall be entitled to deduct from the Price or (if the Agency has paid the Price) to claim from the Contractor by way of liquidated damage for delay one per cent of the Price for every week's delay, up to a maximum of ten per cent.

7. Risk and property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Agency upon delivery at the Delivery Address to the Agency in accordance with the Contract.
- 7.2 Title to the Goods shall pass to the Agency upon delivery.

8. Warranties, liability and indemnity

- 8.1 The Contractor warrants to the Agency that the Goods:
- 8.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Contractor or made known to the Contractor in Writing at the time the Purchase Order is placed;
 - 8.1.2 will be free from defects in design, material and workmanship;
 - 8.1.3 will correspond with any relevant Specification or sample; and
 - 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 8.2 The Contractor warrants to the Agency that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Agency to expect in all the circumstances.
- 8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Agency shall be entitled:
- 8.3.1 to require the Contractor to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or
 - 8.3.2 at the Agency's sole option, and whether or not the Agency has previously required the Contractor to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Contractor's breach and require the repayment of any part of the Price which has been paid.
- 8.4 Subject to clause 8.5 below and save for indirect or consequential loss, the Contractor shall

indemnify the Agency in full against all claims, liability, damages, costs and expenses (including legal and other professional expenses) awarded against or incurred or paid by the Agency as a result of or in connection with:

- 8.4.1 breach of any warranty given by the Contractor in relation to the Goods or the Services;
 - 8.4.2 any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Agency;
 - 8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
 - 8.4.4 any act or omission of the Contractor or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
 - 8.4.5 any act or omission of any of the Contractor's personnel in connection with the performance of the Services.
- 8.5 The Contractor's liability shall be capped at the amount payable under the Purchase Order whereby the liability was incurred.
- 8.6 In the event of an action being brought by a third party against the Agency in connection with the performance of this Contract which does not fall within 8.4 above, the Contractor shall assist the Agency. Expenditure incurred by the Contractor to this end may be borne by the Agency at its sole discretion.
- 8.7 Neither the Contractor nor the Agency shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond either party's reasonable control: Act of God, explosion, flood, tempest, fire or accident; war or threat of war, sabotage, insurrection, civil disturbance or requisition; acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees or either the Contractor or the Agency or of a third party); difficulties in obtaining raw materials, labour, fuel, parts or machinery; power failure or breakdown in machinery.

9. Termination

- 9.1 The Agency shall be entitled to cancel the Purchase Order in respect of all or part only of the Goods and/or the Services by giving reasonable notice to the Contractor prior to delivery or performance, in which event the Agency's sole liability shall be to pay to the Contractor an amount equal to the Contractor's net cost incurred up to the date of cancellation. Further, the Agency shall be entitled to cancel at any time by giving notice to the Contractor, in which event the Agency's sole liability shall be to pay the Price for the Goods or Services in respect of which the Agency has exercised its right of cancellation, less the Contractor's net saving of cost arising from cancellation.

10. Notice

Any notice or other communication relating to the Contract shall be made in Writing and shall bear the number of the Purchase Order and shall be sent to the appropriate address set out in

the Purchase Order or as each party may notify to the other. Ordinary mail shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible and referred to in the Purchase Order. All email and facsimile communications are deemed received on the working day following transmission. All notices or other communications shall be sent to the respective addresses set out in the Purchase Order.

11. Confidentiality

- 11.1 The Contractor undertakes to treat in the strictest confidence and not make use of or divulge or disclose to any third parties any Confidential Information. The Contractor shall continue to be bound by this undertaking after the termination or expiry of this Contract.
- 11.2 The Contractor shall obtain from each member of their Contractor's staff an undertaking that they will respect the confidentiality of any of the Confidential Information and that they will not divulge or disclose to any third parties or use for their own benefit or that of any third party any Confidential Information not available publicly, even after termination or expiry of this Contract.

12. Intellectual Property Rights

- 12.1 The Contractor represents and warrants that the Intellectual Property Rights arising, or utilised in the performance of this Contract are or shall be original and will not infringe any Intellectual Property Rights owned by any third party (including, but without limitation to, all moral rights).
- 12.2 The Contractor assigns to the Agency, with full title guarantee and free from all third party rights, the Intellectual Property Rights arising or created hereunder.
- 12.3 The Contractor shall, promptly at the Agency's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Agency may from time to time require for the purpose of securing for the Agency the full benefit of the Services, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Agency in accordance herewith.

13. Intellectual Property Rights Indemnity

- 13.1 The Contractor shall indemnify and hold the Agency harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Agency as a result of or in connection with any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the use or supply of the Goods or the Services.

14. General

- 14.1 The Purchase Order is personal to the Contractor and the Contractor shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract without prior consent in Writing from the Agency.
- 14.2 No waiver by the Agency of any breach of the Contract by the Contractor shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3 The Contract shall be governed by the laws of England and Wales, and the Contractor agrees to submit to the exclusive jurisdiction of the Court of Justice of the European Union.

15. Duration

15.1 This Contract shall be concluded for a period of 2 years.

15.2 It may be renewed once for a period of 12 months.

Signatures

For the Contractor,

.....

[Company name] / [forename/surname] / [title]

Date

For the Agency,

.....

[forename/surname] / [title]

Date

Sample Purchase Order


EUROPEAN MEDICINES AGENCY
SCIENCE · MEDICINES · HEALTH

Purchase Order

Purchase Order Number:
(Please quote this number on Deliveries, Invoice and all other Correspondence)

Address Your Delivery to:

EMA Text:

Order Placed by Date 04.07.2011

Valid From Valid To

Payment Terms: Bank Transfer 45 days from Receipt

Item	Material	Description	Date Expected	Quantity	Unit	Price in EUR	Net in EUR	VAT Rate	VAT in EUR	Item Total in EUR
	Product / Procedure Type	Product Detail				Product Code	Application Number		Applicant Name	
10					EA			20 %		
	E018									

Total Net in EUR

Total VAT in EUR

Total Gross in EUR

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