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Technical specifications for open invitation to tender

Procurement Procedure No. EMA/2011/48/HR for Provision of training courses for EMA staff (Lot 1-6)

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Technical specifications for open invitation to tender No. EMA/2011/48/HR for Provision of training courses for EMA staff (Lot 1-6)

1. Title of the invitation to tender

This document contains the Technical Specifications for the Open Invitation to Tender no. EMA/2011/48/HR for Provision of training courses for EMA staff (Lot 1-6).

The contract notice for this open tender has been published in the Official Journal of the European Union on (OJ S252 of 31st December 2011).

Description of Lots:

Lot 1: Strategic Leadership and Change Management. Training, consultancy and coaching in the field of strategy, change management and organisational change process: Strategic management and priorities, leadership, strategic vision, discovering and developing talent, change management, identifying roles and responsibilities (RACI), development of leadership capacity at all levels of the organisation, development of strategies. Coaching in any of these areas. Also, e-learning training courses on the above.

Lot2: Communication. Training, consultancy and coaching in the field of communication strategies: communication skills, crisis communication, strategic communication, writing and speaking (for the media and the general public), new communications technologies, knowledge management, drafting technical documents to communicate clearly, writing for the web, website creation and management. Coaching in any of these areas. Also, e-learning training courses on the above.

Lot 3: Personal Development. Training, consultancy and coaching in the field of personal development: Development of Skills, Management training, Self-management and personal effectiveness, conflict resolution, assertiveness, counselling at work, creative thinking and problem solving, harassment at the workplace, dealing with difficult people, influencing and negotiation skills, performance evaluation, appraisal skills for appraisers and appraisees, interpersonal skills, chairing meetings, mentoring and developing people, minutes and agendas, objective settings, organisation skills, presentation skills, report writing, stress management, teamwork, time management and prioritisation, speed reading and writing, interviewing techniques, mediation, team building, equal opportunities, diversity and flexibility, customer care, design and delivery of training courses, effective delegation, project management and processes. Coaching in any of these areas. Also, e-learning training courses on the above.

Lot 4: Standard language training in the official languages of the EU within the Common European Framework of Reference for Languages (CEFR) and adapted to our current set of levels established by the European Commission. Language assessments (face-to-face as well as online), language support material (as well as online), language exams (oral, listening and written), exams design, marking and invigilation, reporting and statistics on language training courses held at the Agency. The Agency might need courses in Business English, Legal English and English writing skills (i.e. plain English).

Lot 5: MS Office all levels (Word, Excel, PowerPoint), Macros in Word/Excel, Outlook, Dreamweaver, Contribute, other web content design software, Filemaker, Adobe package. Courses on EMA in-house developed applications. Also, e-learning training courses on the above.

Lot 6: Health and Safety training: Fire marshal training, Fire extinguisher training, Heavy keyboard user training, Health and safety for managers, Managing contractors, Manual handling, Working at height, How to carry out Risk assessment, DSE Assessor training and other courses on request. Also, e-learning training courses on the above.

2. Objectives and context of the invitation to tender

2.1. *The Agency's mission*

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 published 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.

Further information on the Agency is available from its web site: www.ema.europa.eu. The area of the web site 'About us' contains information about the Agency's roles and responsibilities; management and operational staffing; the scientific committees and working groups as well as other useful information.

Training courses in the areas described in each lot are required to train EMA staff in the desired skills for the performance of their tasks and responsibilities and to enable them to develop their existing and additional competencies.

2.2. *Other Agencies included in the tender*

The European Banking Authority (EBA) is also included in this tender.

A short overview of EBA mission is provided below.

The European Banking Authority (EBA) was established by Regulation (EC) No. 1093/2010 of the European Parliament and of the Council of 24 November 2010. The EBA came into being on 1 January 2011 and has taken over all the existing and ongoing tasks and responsibilities of the Committee of European Banking Supervisors (CEBS). The EBA acts as a hub and spoke network of European Union (EU) and national bodies safeguarding public values such as the stability of the financial system, the transparency of markets and financial products and the protection of depositors and investors.

3. Subject of the tender

The Agency considers that it may require services and training in all the areas described in the lots detailed above. This training will involve courses provided by the successful Tenderer with possible partial adaptation of these courses carried out by the Tenderer to take account of specific Agency policies and procedures, the creation of new courses as required and other requirements as appropriate including coaching in the relevant areas if required. The Agency reserves the right to revise and adapt courses to the Agency's requirements at any time. Course revisions may be carried out by the Agency staff, by the Tenderer or by both the Agency and the Tenderer together.

Should a course be specially created for the Agency, this course content will be intellectual property of the Agency. A service level agreement may be signed for specific topics courses within the context of a given lot in addition to this contract if required.

3.1. Lot 1, 2, 3, 5 and 6

The full range of courses specified in each lot must be provided. E-learning catalogues must be also provided for these lots. Training courses may take place at the Agency premises (may depend on the number of the Agency participants), at another location agreed by the Agency or at premises provided by the Tenderer selected. In certain specific situations, with prior agreement, the Agency is prepared to pay for the hire of external premises for courses only involving the Agency staff and staff from other European agencies where this is necessary.

Although courses will be mainly organised at the Agency premises, it must be possible to attend or organise occasionally courses at the premises of the tenderer in the form of public courses: not customised for the Agency's need; the participant will join a session open to the public. London (zone 1-6) is requested to be one of the locations. Please state if a discount is offered to a participant or participants enrolling for public courses and its amount and any conditions. To submit the list of locations of public courses and listing London (zone 1-6) as one of the locations is mandatory for all Lots.

Training will be ordered, as required and at least six weeks will be provided for the planning and organisation of all courses especially where partial adaptation may be involved. The Agency will provide suitable information and briefing as appropriate to support any adaptation requested.

The Agency will require details of courses three weeks in advance and, where appropriate, detailed content information and course material.

The language of the training courses is English. It is important to note that English is generally not the participants' mother tongue; this aspect could therefore be important in preparing, designing, developing and providing the training on offer.

After each course, course evaluation (e.g. surveys on satisfaction) by participants should be carried out and the outcome provided to the Agency within two weeks (summary and/or details as requested by Agency). In addition, the list of participants should be sent to Agency within one week after the course. Certificates of participation should be provided upon request.

The supplier should be in a position to replace a trainer in the event of sudden illness or similar unusual situations at short notice, with a qualified back up trainer such that the planned course goes ahead on the foreseen dates.

Skills coaching may be required as a follow up individual or small team follow up to a formal face to face or training intervention (for example following a course on written communication skills, one to one follow up coaching with an individual to build skills and confidence in this area, building on the course). Coaches are also required to be able to work at wider personal developmental levels, working with individuals, small groups and teams.

Suitable technical equipment to support training courses is available at the Agency and as needed other equipment can be hired with enough advanced notice (i.e. one week) from the training provider.

Unless stated/agreed otherwise, the training provider is required to reply to all queries from Agency within five working days. Thus, the training provider is expected to provide sufficient backups for its administrative staff in order to provide a continuous quality service at all times.

Should either party cancels a training event, the following conditions shall apply: no charges over 10 working days of a cancellation notice; 50% fee for cancellation between 5-10 working days; 100% fee for cancellation within 4 working days. Substitute delegates will be accepted on any training course until the beginning of the training. Once the training has commenced all no-show delegates and/or substitutions will be informed to the Agency by 10.30am on the first day of the training.

The Agency may require training services on all the Agency working days, which may include UK public holidays, without the payment of any additional charges by the Agency. The list of the Agency holidays in 2012 is given in Annex VI.

3.2. Lot 4

The tenderer is expected to provide language courses and exams from level 0 to level 6 in line with the CEFR framework **in all official EU languages as of the contract start**. Failure to provide a signed statement confirming that the tenderer is able to provide language courses and exams from level 0 to level 6 in line with the CEFR framework in all official EU languages as of the contract start will exclude the tenderer from the tender.

The tenderer has to comply with the Agency's special requirements for language training as outlined below:

Language courses

All language courses and exams have to take place at the Agency premises.

The language courses will have two terms from January to June with exams early July (written, oral and listening) and the Agency will provide the schedule of the courses in October for the terms ahead.

The training is provided in groups per language and level. The levels range from level 0 (absolute beginners) to level 6. The course content for the levels 0-6 is aligned to the Common European Framework of Reference for Languages (CEFR) and follows the European Commission descriptor (see Annex V for details). The Tenderer is expected to align all language courses provided to the Commission descriptors. No development/adaptation fees will be paid for the adaptation of courses to the level descriptions as outlined in Annex V.

The Agency currently offers language courses in French, German, Spanish, Italian, and English. Lessons in other European language might be required in the future.

The minimum number of participants per group is five. Should a group reach 16 participants, it may be split into two groups. All lessons take place outside the Agency core hours, i.e. at lunchtime between 12.00 to 14.00 hrs or between 16.30 to 18.30 hrs.

Groups in level 0 have 2.5 hours tuition per week; level 1-6 have 2 hours tuition per week. English lessons are 1.5 hours per week for all groups. The tenderer is expected to provide tuition at the hours stated above.

Exams

Per language there is, for each group in that language, a course-end examination. In addition, there is an exam per language for level 6 of the CEFR framework in any EU language to be provided as requested by the Agency. These latter exams can also be attended by the Agency staff who do not follow the yearly language programme as staff has to comply with knowledge of level 6 before their first promotion.

The Agency requires oral and written exams, marking sheets, results and certificates.

Trainers

The tenderer has to provide a minimum of two trainers per language class (one lead trainer and one back-up trainer). Should a trainer become unavailable, a back-up trainer has to be provided at short notice. Should the Agency wish to replace a trainer, the tenderer will be given one month notice to provide a replacement trainer. Should the back-up trainer become the replacement, the tenderer will have to find another back-up trainer within this one month period.

Training material

The books used by the language trainers in the language lessons should follow CEFR standards and a course method proposal should be submitted together with this tender (see award criteria). Training books for language courses are to be paid by course participants and not to be charged to EMA.

Training organisation

Training will be ordered, as required, and at least six weeks notice will be provided for the planning and organisation of all courses especially where partial adaptation may be involved. The Agency will provide suitable information and briefing as appropriate to support any adaptation requested.

The Agency will require details of courses in advance and, where appropriate, detailed content information and course material.

Unless stated/agreed otherwise, the training provider is required to reply to all queries from the Agency within five working days. Thus, the training provider is expected to provide sufficient backups for its administrative staff in order to provide a continuous quality service at all times.

Training evaluation

After each course, course evaluation (e.g. surveys on satisfaction) by participants should be carried out and the outcome provided to the Agency within two weeks (summary and/or details as requested by the Agency).

In addition, the list of attendance should be sent to the Agency within one week after the course term.

Should either party cancels a training event, the following conditions shall apply: no charges over 10 working days of a cancellation notice; 50% fee for cancellation between 5-10 working days; 100% fee for cancellation within 4 working days. Substitute delegates will be accepted on any training course until the beginning of the training.

The Agency may require training services on all the Agency working days, which may include UK public holidays, without the payment of any additional charges by the Agency. The list of the Agency holidays in 2012 is given in Annex VII.

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:

(i) 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.

(ii) 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.

(iii) 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

The following information is available to tenderers:

- Further information about the work of the Agency can be obtained on its website: <http://www.ema.europa.eu>. The 2010 Training Report about training activities carried out can be also found at the website under careers, working for the Agency.
- Further information about EBA can be obtained from its website: <http://www.eba.europa.eu>.
- The level description of the Common European Framework of Reference for Languages (CEFR) for Lot 4 is attached under Annex V.

6. Information visit

Not applicable

7. Variants

Not applicable

8. Estimated contract volume

For indicative purposes, and without any commitment, the estimated volume of consultancy, preparation and course delivery is as follows. The days and number of accesses for e-learning courses are calculated for the total possible duration of the contract, which is 4 years.

Lot 1: Strategic Change Management

EMA estimated training volume. Days for consultancy for preparation of tailor-made courses: **20 days**. Course delivery, including coaching: **60 days**. Number of accesses for e-learning training courses: **100** accesses.

EBA estimated training volume. Days for consultancy for preparation of tailor-made courses: **3 days**. Course delivery, including coaching: **8 days**. Number of accesses for e-learning training courses: **13** accesses.

Lot 2: Communication

EMA estimated training volume. Days for consultancy for preparation of tailor-made courses: **25 days**. Course delivery, including coaching: **100 days**. Number of accesses for e-learning training courses: **200** accesses.

EBA estimated training volume. Days for consultancy for preparation of tailor-made courses: **4 days**. Course delivery, including coaching: **13 days**. Number of accesses for e-learning training courses: **30** accesses.

Lot 3: Personal Development, development of skills

EMA estimated training volume. Days for consultancy for preparation of tailor-made courses: **75 days**. Course delivery, including coaching: **640 days**. Number of accesses for e-learning training courses: **600** accesses.

EBA estimated training volume. Days for consultancy for preparation of tailor-made courses: **10 days**. Course delivery, including coaching: **150 days**. Number of accesses for e-learning training courses: **175** accesses.

Lot 4: Standard language training in the official languages of the EU

EMA estimated training volume. Days for consultancy for preparation of tailor-made courses (including exam development): **12 days**. Course hours (including exam course delivery, assessments, exam preparation, exams, marking, invigilating): **12 500 hours**.

EBA estimated training volume. Days for consultancy for preparation of tailor-made courses (including exam development): **4 days**. Course hours (including exam course delivery, assessments, exam preparation, exams, marking, invigilating): **1600 hours**.

Lot 5: MS Office all levels

EMA estimated training volume. Days for consultancy for preparation of tailor-made courses: **75 days**. Course delivery: **300 days**. Number of accesses for e-learning training courses: **600** accesses.

EBA estimated training volume. Days for consultancy for preparation of tailor-made courses: **5 days**. Course delivery: **20 days**.

Lot 6: Health and Safety training

EMA estimated training volume. Days for consultancy for preparation of tailor-made courses: **20 days**. Course delivery: **120 days**. Number of accesses for e-learning training courses: **600** accesses.

EBA estimated training volume. Days for consultancy for preparation of tailor-made courses: **3 days**. Course delivery: **15 days**. Number of accesses for e-learning training courses: **75** accesses.

Total estimated training volume by Lots:

Lot – Consultation /preparation and course delivery	EMA	EBA	Total
Lot 1 Consultation/preparation Course delivery, incl. coaching Accesses to e-learning	20 days 60 days 100 accesses	3 days 8 days 13 accesses	23 days 68 days 113 accesses
Lot 2 Consultation/preparation Course delivery, incl. coaching Accesses to e-learning	25 days 100 days 200 accesses	4 days 13 days 30 accesses	29 days 113 days 230 accesses
Lot 3 Consultation/preparation Course delivery, incl. coaching Accesses to e-learning	75 days 640 days 600 accesses	10 days 150 days 175 accesses	85 days 790 days 775 accesses
Lot 4 Consultation/preparation Course delivery	12 days 12 500 hours	4 days 1 600 hours	16 days 14 100 hours
Lot 5 Consultation/preparation Course delivery Accesses to e-learning	75 days 300 days 600 accesses	5 days 20 days	80 days 320 days 600 accesses
Lot 6 Consultation/preparation Course delivery Accesses to e-learning	20 days 120 days 600 accesses	3 days 15 days 75 accesses	23 days 135 days 675 accesses

9. Price

9.1. Currency of tender

Prices should be submitted in Pounds Sterling. The costing sheet attached to these specifications must be used to submit a tender. Please use costing sheet A (annex I) for lots 1, 2, 3, 5, 6. Please use costing sheet B (annex II) for lot 4.

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, supply and installation, maintenance, travel, subsistence etc). No expenses incurred in the performance of the services will be reimbursed separately by the Agency.

9.3. Price revision

Prices submitted in response to this tender shall be fixed and not subject to revision purchase orders concluded during the first year of performance of the contract.

From the beginning of the second year of performance of the contract, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the contract became effective. Specific Contracts shall be concluded on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the Consumer Price Indices (CPI) covering the United Kingdom, where the services are to be performed. The CPI is published on a monthly basis by the National Statistics Office, 1 Drummond Gate, London SW1V 2QQ, www.statistics.gov.uk.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

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. Period of validity of the tender

Tenderers must enclose a confirmation that the prices given are valid for six months from the date of submission of the tender.

9.6. 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 contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted, including specified deliverables.

11. Contractual details

A draft contract is attached to these Technical Specifications as Annex VI for Lot 1, 2, 3, 5, 6 and Annex VII for Lot 4. Tenderers must confirm acceptance of the draft contract and terms and conditions of the tender as part of their tender response. The contract applies to EMA and EBA. Each Agency will sign the contracts individually.

The Agency wishes to conclude multiple framework contracts for an initial period of one year, with three possible renewals of one year each with a maximum of three companies per Lot, which will be ranked according to priority. The framework contracts will establish the terms governing purchase orders to be awarded during a given period in particular with regard to price.

In the case where there is ranking, the priority of a company will be indicated in the framework contract. If the first priority company is unable to meet a request for a training course, the Agency would be entitled to send a request to the second priority company and the first company would be considered unavailable. Similarly if a third priority company does exist and the second priority company was unable to meet a request, the Agency would be entitled to send a request to the third priority company and the second company would be considered unavailable.

Signature of the framework contract imposes no obligation on the Agency to order services. Only the implementation of the framework contract through signed purchase orders for group or individual training is binding for the Agency.

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 and subcontractors must complete, date and sign the declaration in Annex III in relation to Exclusion Criteria. Only the successful tenderer and subcontractors 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.

Tenderers must note that they must prove an annual turnover of exceeding **GBP 500,000 (five hundred thousand Pounds Sterling)** for each of the three preceding financial years for which accounts are available. Any tenderer which does not prove the stipulated turnover shall not be admitted to the award criteria stage of the tender and shall be eliminated.

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). Where a consortium or association is proposed, the information is requested for each member company.
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 provide details of registration with professional or trade registers of the state in which the tenderer is based under conditions laid down by that state. If any evidence is attached, please indicate clearly to which question number they apply and state that it is provided below.
- Please provide details of staff turnover during the last financial year: total staff turnover and percentage of staff that have worked within the relevant business area for over 3 years.
- Please attach 3 Curricula Vitae of trainers without indication of names clearly showing the qualifications and professional experience within the relevant business area. A minimum number of 5 years of training experience is required for Lot 1, 2, 3, 5, 6 and a minimum of 3 years of training experience is required for Lot 4. Please also attach 3 Curricula Vitae of coaches for Lot 1, 2, 3. A minimum number of 250 hours of coaching experience in a professional setting is required. Each CV should bear a number only and the tender should include a separate list showing the association between the numbers and actual names.
- Please provide a statement with a commitment to employ only trainers and coaches whose qualifications are at least equivalent to those whose CVs have been provided.
- Please provide a catalogue of training courses containing the full range of courses specified in each lot. Please also provide a catalogue of public courses for 2011. The location of the public courses should be listed in the catalogue. To submit a training catalogue containing the training courses listed is mandatory for all lots.
- Please provide a catalogue of e-learning training courses for lots 1, 2, 3, 5 and 6. The catalogue should cover 50% of the training courses listed under the description of these lots. Please describe if e-learning courses can be tailored according to the Agency's needs and the ability to develop customised e-learning courses. To submit the e-learning catalogue for lots 1, 2, 3, 5 and 6 is mandatory.
- Please describe on a separate sheet (max 1 page) previous experience relevant to the requirements of the Agency. Please also provide confirmation of the ability to provide bespoke or tailored training in line with the Agency needs.
- For Lot 4, please provide a statement that language services can be provided in all EU official languages if requested.
- Please provide details of at least three major contracts awarded to the tenderer relevant to the contract required by the Agency (preferably a contract on e-learning should be included) under the following categories:
 - contracts currently undertaken and
 - contracts that have been undertaken over the last three years (showing at least 2 organisations from the public sector)

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

Important. The Agency may elect to contact any of top three companies for a reference. Your permission to do so is assumed.

- Please provide a statement of the tenderer's policy on the use of sub-contractors. If tenderer uses sub-contractors or will operate in consortium, please provide details (1 page) of how the consortium will ensure quality and provide a seamless service, including invoicing and complaints handling.
- Please provide a statement of the out-of-office hours policy, and the procedures by which such hours may occur.
- 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

The award criteria which will apply to this tender are as follows.

Tenders not obtaining at least 60 % of the points for each of the qualitative criteria 1 - Description of service provided; 2 – Course content; 3 – Organisation will be eliminated and will not therefore be taken into account for the evaluation of price.

15.1. Lot 1, 2, 3, 5 and 6

Most economically advantageous tender in terms of:

Qualitative criteria

1. Description of the service provided (25%)
 - a) Understanding of the Agency's training needs
 - b) Expertise working with an international/multicultural organisation
 - c) Quality of e-learning catalogue
 - d) Evaluation, reporting on training
 - e) Measuring impact of training
 - f) Online resources, additional training materials available online
2. Course content, methodology, training delivery (15%)
 - a) List of topics covered in each course and course duration
 - b) Methodology
 - c) Training material

3. Organisation (10%)

- a) Notice period and time of response for bespoke training request
- b) After sales service, organisation, after hours policy
- c) Online booking system
- d) Availability of back-up trainer
- e) Dedicated account manager

Price (total of 50 %)

- a) Price of standard course per day
- b) Price of bespoke course per day
- c) Percentage of discount given to a participant attending at a public course at tenderer premises
- d) Price of e-learning training courses, including a learning management system and accesses
- e) Price of coaching per half day (3.5 hours) for Lot 1, 2, 3; Price of other services for Lot 5, 6

The Tenderers' offers will be compared as listed below:

Award criteria		Maximum %	Formula
Qualitative criteria			
1. Description of service provided (25%)	Understanding of the Agency training needs	7	n/a
	Expertise working with an international, multicultural organisation	5	n/a
	Quality of catalogue (including e-learning courses)	4	n/a
	Evaluation, reporting on training	3	n/a
	Measuring impact of training	3	n/a
	Online resources, additional training materials available online	3	n/a
2. Course content, methodology, training delivery (15%)	List of topics covered in the course	6	n/a
	Methodology	6	n/a
	Training material	3	n/a
3. Organisation (10%)	Notice period and time of response for bespoke training request	4	n/a
	After hours policy	1	n/a
	Online booking system	1	n/a
	Availability of back-up trainer	2	n/a
	Dedicated account manager	2	n/a
Price (50%)			
	Price of standard course per day	15	<u>Lowest price scenario A x weighting for price</u> Tenderer's price
	Price of bespoke course per day	10	<u>Lowest price scenario B x weighting for price</u> Tenderer's price
	Percentage of discount given to a participant attending at a public course at tenderer premises	5	Scenario C 1- 5 % = 1 point; 6-10% = 2 points; 11-15% = 3 points; 16-20% = 4 points; 21- < % = 5 points
	Price of e-learning (incl. learning man. system + accesses)	10	<u>Lowest price scenario D x weighting for price</u> Tenderer's price per LMS and access
	Price of coaching per half day (3.5 hours) for Lot 1, 2, 3; Price of other services for Lot 5, 6	10	<u>Lowest price scenario E x weighting for price</u> Tenderer's price per half day

Tenderers are requested to provide the following documentation to enable an assessment of the award criteria:

1. Description of the service provided:

a) Description of understanding of the Agency training needs (maximum 1 page)

- b) Details and brief information on the tenderers' expertise working with an international/multicultural organisation and the service provided (maximum 1 page)
- c) In addition of the e-learning catalogue already provided, please provide detailed summary description of e-learning courses to enable the evaluation of the quality of the courses(maximum 2 page)
- d) Description of tenderer's approach to evaluate, report, and
- e) Follow up on trainings delivered including assessment of training impact; (max. 2 pages for d + e)
- f) Description of online resources, additional training materials available online (maximum 1 page)

2. Course content, methodology, training delivery:

- a) Content list of topics covered in each course (maximum half page for each course), representative selection of training material used by the trainer (maximum 5 pages for all courses) and duration in days of standard courses in days (see relevant costing sheet)
- b) Methodology (maximum 2 pages): description of the methods of training delivery to ensure active participation (e.g. lectures, trainer led question and answer sessions or discussion, exercises in pairs, group exercises, presentations, self discovery type material, audiovisual material etc); description of the preparation work to be done by the participants before the courses if applicable (e.g. reports, presentations, online questionnaires); description of the follow-up actions resulting from the training if applicable (e.g. action checklists for participants, reminder e-mails on key points individualised per participant in light of how they responded during the training course, etc.)
- c) Training material: description (maximum 1 page) and copies of sample training material distributed to course participants (maximum 5 pages for all courses)

3. Organisation

- a) Details of minimum notice period to attend a public course; details of minimum period to respond and develop a bespoke course; details of minimum notice period to provide and arrange coaching (maximum 1 page).
- b) Details of after hours service provided to the Agency (maximum half page)
- c) Details of on-line booking service (maximum 1 page)
- d) Availability of back up trainer; description of tenderers' policy on replacement of trainers and briefing of new long term trainer (maximum 1 page)
- e) Availability of an account manager dedicated to the Agency training requests (maximum half page)

4. Price:

- a) Price of standard course per day, see costing sheet A for Lots 1, 2, 3, 5 and 6
- b) Price of bespoke course per day, i.e. course development and delivery for one day, see costing sheet A for Lots 1, 2, 3, 6
- c) Price of e-learning training courses, including a learning management system and access fee, see costing sheet A for Lots 1, 2, 3, 5 and 6

d) Price of e-learning, including learning management system and price of accesses, see costing sheet A for Lots 1, 2, 3, 5 and 6

e) Price of coaching per half day (3.5 hours) for Lots 1, 2, 3; Price of other services for Lot 5, 6; see costing sheet A for Lots 1, 2, 3, 5 and 6

15.2. Lot 4

Most economically advantageous tender in terms of:

Qualitative criteria

1. Description of the service provided (25%)

- a) Understanding of the Agency's training needs
- b) Expertise working with an international/multicultural organisation
- c) Quality of exam papers
- d) Evaluation, reporting on training
- e) Measuring impact of training
- f) Online resources, additional training materials available online

2. Course content, methodology, training delivery (15%)

- a) List of topics covered in each course and course duration
- b) Methodology
- c) Training material

3. Organisation (10%)

- a) Notice period and time of response for bespoke training request
- b) After sales service, organisation, after hours policy
- c) Online assessment
- d) Availability of back-up trainer
- e) Dedicated account manager

Price (total of 50 %)

- a) Price of standard course per hour
- b) Price of exams (including design and organisation of exams, exam marking, invigilation, exam certificate)
- c) Price of public courses without any possible discount
- d) Price of other services required such as assessment

The Tenderers' offers will be compared as listed below:

Award criteria		Maximum %	Formula
Qualitative criteria			
1. Description of service provided (25%)	Understanding of the Agency training needs	7	n/a
	Expertise working with an international/multicultural organisation	5	n/a
	Quality of exam papers	4	n/a
	Evaluation, reporting on training	3	n/a
	Measuring impact of training	3	n/a
	Online resources, additional training materials available online	3	n/a
2. Course content, methodology, training delivery (15%)	List of topics covered in the courses	6	n/a
	Methodology	6	n/a
	Training material	3	n/a
3. Organisation (10%)	Notice period and time of response for bespoke training request	4	n/a
	After hours policy	1	n/a
	Online assessment	1	n/a
	Availability of back-up trainer	2	n/a
	Dedicated account manager	2	n/a
Price (50%)	Price of standard course per hour	30	<u>Lowest price scenario A x weighting for price</u> Tenderer's price
	Price for exams (including design and organisation of exams, exam marking, invigilation, exam certificate)	12	<u>Lowest price scenario B x weighting for price</u> Tenderer's price
	Price of public courses per delegate without any possible discount	2	<u>Lowest price scenario C x weighting for price</u> Tenderer's price
	Price of or other services required such as assessment	6	<u>Lowest price scenario D x weighting for price</u> Tenderer's price

Tenderers are requested to provide the following documentation to enable an assessment of the award criteria:

1. Description of the service provided:

- a) Description of understanding of the Agency training needs (maximum 1 page)
- b) Details and information on the tenderers' expertise working with an international/multicultural organisation and the service provided (maximum 1 page)

- c) In order to assess the quality of exams papers, the tenderer is requested to provide a copy of a level 6 exam paper for Spanish or French (maximum 5-6 pages)
- d) Description of tenderer's approach to evaluate, report, and
- e) Follow up on trainings delivered including assessment of impact of training; (max. 2 pages for d + e)
- f) Description of online resources, additional training materials available online (maximum 1 page)

2. Course content, methodology, training delivery:

- a) Content list of topics covered in each course (maximum half page for each course), representative selection of training material used by the trainer (maximum 5 pages for all courses).
- b) Methodology (maximum 2 pages): description of the methods of training delivery to ensure active participation (e.g. lectures, trainer led question and answer sessions or discussion, exercises in pairs, group exercises, presentations, self discovery type material, audiovisual material etc); description of the preparation work to be done by the participants before the courses if applicable (e.g. reports, presentations, online questionnaires); description of the follow-up actions resulting from the training if applicable (e.g. action checklists for participants, reminder e-mails on key points individualised per participant in light of how they responded during the training course, etc.).
- c) Training material: description (maximum 1 page) and copies of sample training material distributed to course participants (maximum 5 pages for all courses).

3. Organisation

- a) Details of minimum notice period to attend a public course; details of minimum period to respond and develop a bespoke course
- b) Details of after hours service provided to the Agency
- c) Details of on-line assessment
- d) Availability of back up trainer; description of tenderers' policy on replacement of trainers and briefing of new long term trainer
- e) Availability of an account manager dedicated to the Agency training requests

4. Price:

- a) Price of standard course per hour, see costing sheet B for Lot 4
- b) Price of exams, see costing sheet B for Lot 4
- c) Price of public courses of the tenderer per student without any discount offered, see costing sheet B for Lot 4. Please also attach a price list showing the full offer of public language courses with their duration and prices.
- d) Price of other services required, see costing sheet B for Lot 4.

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 stating that they comply with the requirements.
- An information sheet on the tenderer indicating:
 - the name and registered business address including telephone and fax numbers, e-mail address and website address;
 - any other different current or previous trading name;
 - 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 partnership the full details of the partners;
 - 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 (point 15 above).
- For Lot 4, a letter enclosing the tender on the official letter headed paper of the Tenderer and signed by an authorised representative of the Tenderer stating that the tenderer can provide language courses and exams from level 0 to level 6 in line with the CEFR framework in all official EU languages as of the contract start. Tenderers who are not confirming that they comply with the requirements stated under this point will automatically be excluded from the tender.
- 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 I for lot 1, 2, 3, 5, 6, and Annex II for Lot 4, 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

- I Costing Sheet to be used by tenderers (Lots 1, 2, 3, 5, and 6)
- II Costing Sheet to be used by tenderers (Lot 4)
- III Exclusion criteria statement and detail of supporting documentation required
- IV Summary Checklist of Documents which tenderers must submit
- V Additional documentation as stated under heading 5
- VI Draft contract for Lot 1, 2, 3, 5, 6
- VII Draft contract for Lot 4

Annex I

Costing sheet – A

Tenderers must use the following table to submit their tender. **Tenderers should submit this sheet in separate binders or folders which must be clearly labelled.**

Please specify prices in Pounds Sterling. All inclusive prices as specified under 9.2. Prices are valid for 6 months as specified under 9.5.

Name of tenderer: _____

Lot reference: (Lot 1, 2, 3, 5, 6) _____

Prices to be evaluated will be based on the scenarios in this costing sheet. These scenarios are indicative only for the purpose of evaluation and are not binding on the Agency as a future purchase.

Scenario A - Lot 1

Please attach a price list which shows the full offer of standard courses with their duration and prices.

Standard course title	No. of Participants	No. of courses per year	Course duration in days	Price of course*	Total:
Change Management	12	1			
Strategic Management	12	1			
				TOTAL:	

* In case of a course is more than 1 day, the price will be divided by the number of days to arrive to the price of 1 day.

Scenario A - Lot 2

Please attach a price list which shows the full offer of standard courses with their duration and prices.

Standard course title	No. of Participants	No. of courses per year	Course duration in days	Price of course*	Total:
Communication Skills	12	1			
Writing for the web	12	2			
Speaking for the media	12	1			
				TOTAL:	

* In case of a course is more than 1 day, the price will be divided by the number of days to arrive to the price of 1 day.

Scenario A - Lot 3

Please attach a price list which shows the full offer of standard courses with their duration and prices.

Standard course title	No. of Participants	No. of courses per year	Course duration in days	Price of course*	Total:
Presentation Skills	12	2			
Project Management	12	2			
Management training	12	2			
Counselling	12	1			
Teamwork	12	2			
Stress Management	12	2			
				TOTAL:	

* In case of a course is more than 1 day, the price will be divided by the number of days to arrive to the price of 1 day.

Scenario A - Lot 5

Please attach a price list which shows the full offer of standard courses with their duration and prices.

Standard course title	No. of Participants	No. of courses per year	Course duration in days	Price of course*	Total:
MS Office desktop applications – all levels	12	10			
				TOTAL:	

* In case of a course is more than 1 day, the price will be divided by the number of days to arrive to the price of 1 day.

Scenario A - Lot 6

Please attach a price list which shows the full offer of standard courses with their duration and prices.

Standard course title	No. of Participants	No. of courses per year	Course duration in days	Price of course*	Total:
Fire marshal training	12	2			
Manual handling	12	2			
Fire extinguisher	12	2			
				TOTAL:	

* In case of a course is more than 1 day, the price will be divided by the number of days to arrive to the price of 1 day.

Scenario B - Lot 1

Please attach a price list which shows the full offer of bespoke courses with the duration of each course adaptation

Bespoke course title	No. of Participants	Price of course adaptation per day (including writing of training material)	Total:
Change Management	12		
Strategic Management	12		
		TOTAL:	

Scenario B - Lot 2

Please attach a price list which shows the full offer of bespoke courses with the duration of each course adaptation

Bespoke course title	No. of Participants	Price of course adaptation per day (including writing of training material)	Total:
Communication Skills	12		
Writing for the web	12		
Speaking for the media	12		
		TOTAL:	

Scenario B - Lot 3

Please attach a price list which shows the full offer of bespoke courses with the duration of each course adaptation

Standard course title	No. of Participants	Price of course adaptation per day (including writing of training material)	Total:
Presentation Skills	12		
Project Management	12		
Management training	12		
Counselling	12		
Teamwork	12		
Stress Management	12		
			TOTAL:

Scenario B - Lot 5

Please attach a price list which shows the full offer of bespoke courses with the duration of each course adaptation

Standard course title	No. of Participants	Price of course adaptation per day (including writing of training material)	Total:
MS Office desktop applications	12		
			TOTAL:

Scenario B - Lot 6

Please attach a price list which shows the full offer of bespoke courses with the duration of each course adaptation

Standard course title	No. of Participants	Price of course adaptation per day (including writing of training material)	Total:
Fire marshal training	12		
Manual handling	12		
Fire extinguisher	12		
			TOTAL:

Scenario C – Lot 1, 2, 3, 5, 6 Discount of attending Open/public courses of the Tenderer

Location of course venue; state if in London (zone 1-6) or elsewhere	% of a discount given to a participant attending at a public course at the tenderer premises

Scenario D – Lot 1, 2, 3, 5, 6 E-learning training courses of the Tenderer

Price per access per year	Learning Management System for hosting e-learning courses per year and accesses (Price should include all costs e.g. administration/reporting)	Total
1-199		
200-700		

Scenario E – Lot 1, 2, 3 Coaching

Please attach a price list which shows the full offer of coaching and other services with their duration

Services relevant to	Price
Coaching price per half day (3.5 hours)	
	TOTAL:

Scenario E – Lot 5, 6 Other services provided

Services relevant to	Price
Other services – Floor walking/support services Fee per day	
Other services – Phone consultancy Fee per month	
	TOTAL:

Date:

Signature of authorised representative:
(Print name):
Position in Company:

Annex II

Costing sheet - B

Tenderers must use the following table to submit their tender. **Tenderers should submit this sheet in separate binders or folders which must be clearly labelled.**

Please specify prices in Pounds Sterling

Name of tenderer: _____

Lot 4: _____

Prices to be evaluated will be based on the scenarios in this costing sheet. These scenarios are indicative only for the purpose of evaluation and are not binding on the Agency as a future purchase.

Language tuition as per CEFR and European Commission levels.

Price scenario A - Standard language courses at the Agency premises. Please attach a price list which shows courses in other EU official languages the Agency might request in the future. These courses should also show their duration.

Course title and level	No. of Participants	No. of estimated hours in a year	Price per hour	Total:
English - Reinforcement	5-15	56		
English – level 6	5-15	56		
French – level 0-3	5-15	244		
French - level 4-6	5-15	225		
Italian – level 0-3	5-15	244		
Italian – level 4-6	5-15	225		
Spanish – level 0-3	5-15	244		
Spanish – level 4-6	5-15	225		
German – level 0-3	5-15	244		
German – level 4-6	5-15	225		
			TOTAL:	

Price scenario B - Exam fees. The fee indicated here should include the following services: design and organisation of exams for language levels (oral, listening, written) in accordance to CEFR levels; exam marking fee per student; exam invigilation fee per hour; cost of exam certificate per student

Please attach a price list which shows exams in other EU official languages the Agency might request in the future. These exam fees should include the same services as detailed above.

Exam	No. of exams in a year	Exam fee	Total
English - Reinforcement	5		
English – level 6	5		
French – level 0-3	20		
French - level 4-6	35		
Italian – level 0-3	20		
Italian – level 4-6	35		
Spanish – level 0-3	20		
Spanish – level 4-6	45		
German – level 0-3	20		
German – level 4-6	35		
		TOTAL:	

Price scenario C - Public courses of the Tenderer. Please attach a price list which shows the full offer of public language courses with their duration and prices.

Course title	Please state location of course venue, state if in London (zone 1-6) or elsewhere	Course fee
Price of 1 course French beginner - 25 hours		
Price of 1 course Italian level 6 - 25 hours		
Price of 1 course Spanish level 3 – 25 hours		
TOTAL:		

Price scenario D - Other services provided. Please attach a price list which shows the full range of other services

Services	Price
Price of 1 pre-enrolment assessment per student (oral), face-to-face and/or by telephone	
Price of 1 online pre-enrolment assessment per student	
Price of 1 reporting and statistics per student (course attendance, exam results)	
Price of one-day of course content adaptation	
TOTAL:	

Please note that training books for language courses are to be paid by course participants and not to be charged to EMA

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:
 - Information sheet on the tenderer (as detailed in point 16 above).
 - 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 (point 15 above).
 - For Lot 4, a letter enclosing the tender on the official letter headed paper of the Tenderer and signed by an authorised representative of the Tenderer stating that the tenderer can provide language courses and exams from level 0 to level 6 in line with the CEFR framework in all official EU languages as of the contract start. Tenderers who are not confirming that they comply with the requirements stated under this point will automatically be excluded from the tender.
 - 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 I for lot 1, 2, 3, 5, 6, and Annex II for Lot 4, and exclusive of VAT, signed by an authorised representative of the tenderer.

END

Annex V

Additional documentation as stated under heading 5

Level description of the Common European Framework of Reference for Languages (CEFR) for Lot 4

Global Scale

Proficient	C2	Can understand with ease virtually everything heard or read. Can summarise information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation. Can express him/herself spontaneously, very fluently and precisely, differentiating finer shades of meaning even in more complex situations.
User	C1	Can understand a wide range of demanding, longer texts, and recognise implicit meaning. Can express him/herself fluently and spontaneously without much obvious searching for expressions. Can use language flexibly and effectively for social, academic and professional purposes. Can produce clear, well-structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices.
Independent	B2	Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. Can produce clear, detailed text on a wide range of subjects and explain a viewpoint on a topical issue giving the advantages and disadvantages of various options.
User	B1	Can understand the main points of clear standard input on familiar matters regularly encountered in work, school, leisure, etc. Can deal with most situations likely to arise whilst travelling in an area where the language is spoken. Can produce simple connected text on topics which are familiar or of personal interest. Can describe experiences and events, dreams, hopes & ambitions and briefly give reasons and explanations for opinions and plans.
Basic	A2	Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. very basic personal and family information, shopping, local geography, employment). Can communicate in simple and routine tasks requiring a simple and direct exchange of information on familiar and routine matters. Can describe in simple terms aspects of his/her background, immediate environment and matters in areas of immediate need.
User	A1	Can understand and use familiar everyday expressions and very basic phrases aimed at the satisfaction of needs of a concrete type. Can introduce him/herself and others and can ask and answer questions about personal details such as where he/she lives, people he/she knows and things he/she has. Can interact in a simple way provided the other person talks slowly and clearly and is prepared to help.

Level description of the Common European Framework of Reference for Languages (CEFR) and European Commission descriptor

COMMON REFERENCE LEVEL (CE)	COMMON REFERENCE GLOBAL DESCRIPTOR (Council of Europe)	EC LEVEL	EUROPEAN COMMISSION DESCRIPTOR (Also followed by the Agency)
C2	Mastery' Level: Can understand with ease virtually everything heard or read. Can summarise information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation. Can express him/herself spontaneously, very fluently and precisely, differentiating finer shades of meaning even more in complex situations	-	
C1	Can understand a wide range of demanding longer texts and recognise implicit meaning. Can express him/herself fluently and spontaneously without much obvious searching for expressions. Can use language flexibly and effectively for social, academic and professional purposes. Can produce clear, well structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices	-	
B2.2	B2+ continues the focus on argument, effective social discourse and awareness that appears at level B2. Developing focus on discourse skills e.g. co-operating strategies of conversational management e.g. giving feedback and following up statements and inferences, thereby helping the development of the discussion. Coherence/cohesion: using linking words effectively to show relationship between ideas; developing an argument systematically with appropriate highlighting of significant points; ability to negotiate	Level 6 (also followed by the Agency)	Understand natural speech, live or broadcast, on topics normally encountered in personal, social or professional life, in a broad range of accents both native and non-native, the only barrier to comprehension being loud background noise, severe idiomatic and colloquial expressions; Follow an animated conversation between native speakers; Begin to perceive and understand variations in tone, stress patterns so as to be able to read between the lines when listening to various material and presentations; Follow speeches, meetings and discussions on a broad range of topics; Understand a wide range of recordings and be able to disseminate data for professional purposes. Give clear, systematically developed descriptions and presentations with appropriate highlighting of significant points, and relevant supporting details; Develop clear arguments, expanding and supporting points of views with subsidiary points and relevant examples; Use some circumlocution and paraphrasing to cover gaps in vocabulary or sentence structure; Answer questions and follow up on comments made in quite a spontaneous manner to the satisfaction of the audience and the speaker themselves; Deliver various presentations on a broad range of known professional topics, describe a process, changes and developments, sufficiently persuade and convince the audience. Interact with some degree of fluency and spontaneity with native speakers in professional and non-professional situations, covering varied subjects using the formal/informal register well; Communicate with relative spontaneity and grammatical control without the listener showing signs of strain; Take active part in discussions and meetings in familiar contexts, commenting, putting points of view across clearly, evaluating alternative proposals and making and responding to hypotheses; Facilitate and maintain a discussion, meeting or progress in a piece of work etc..., by inviting others to express their opinions, oversee the exchange....With some effort, catch much of what is said around them in discussion, but may find it difficult to participate effectively in discussion with several native speakers who do not modify their language in any way; Outline an issue or a problem clearly, speculating in a comprehensive manner about causes or consequences, and weighing main advantages and disadvantages of different approaches; Pass on detailed and complex information reliably; Give a clear detailed description of how to carry out a procedure e.g. To a new co-worker; Take initiatives in an interview, expand and develop ideas with little help or prodding from an interviewer; Initiate discourse, take their turns when appropriate and end conversation when they need to, though they may not always do this elegantly. Read with a large degree of independence, adapting style and speed of reading to different texts and purposes, identify finer points of detail, but, despite a broad reading vocabulary, may experience some difficulty with low frequency idioms; Obtain information, ideas and opinions from highly specialised sources within their fields; Understand main sense and important details of specialised articles outside their fields, provided they can use a dictionary occasionally to confirm their interpretations of terminology; Understand lengthy, complex instructions in their fields, including details on conditions and warnings. Write clear, relatively detailed texts on a variety of subjects related to their fields of professional competence; Write a report which develops an argument, giving reasons in support of or against a particular point of view and explaining the advantages and disadvantages of various options; Express news and views effectively in writing and relate to those of others; Deal and respond to various forms of correspondence which deal with professional or familiar topics using appropriate formal register.

B2.1	Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. Can produce clear, detailed text on a wide range of subjects and explain a view point on a topical issue giving the advantages and disadvantages of various options		
B1.2	Strong Threshold Performance including all the main features of B1 but with addition of quantities of information exchanged.	Level 5 (also followed by the Agency)	Understand straightforward factual information about everyday or job related topics; can identify general and specific information, as long as speech is clearly articulated in a generally familiar accent; follow long presentations within their field of competence when the subject is familiar and the presentation is clearly structured; understand most radio and TV material and other recorded and broadcast audio material in standard dialect about topics of general interest. Give descriptions of a variety of familiar topics related the EU and the Commission; relay instructions and summarise the main contents of a report or professional document; describe expectations, hopes and ambitions, as well as giving descriptions of feelings, experiences and reactions; describe events, real or imagined in some detail; give a prepared straightforward presentation on a familiar topic which the listener can comprehend without difficulty, where the main items are dealt with and reasonable precision is maintained throughout; take follow-up questions but may ask for repetition if speech is rapid or complex in structure; use a range of strategies when communication is in doubt: asking for confirmation that a word is correct, using a word similar in meaning to the concept they wish to convey. Exploit a wide range of simple language to deal with most situations; enter a conversation unprepared on familiar subjects, expressing opinions and exchange information on topics that are familiar; follow clearly articulated speech directed at them in everyday conversation, with possible need for repetition; maintain a conversation or discussion but may sometimes be difficult to follow when trying to express thoughts precisely; give, seek and respond to personal views and feelings in discussing topics of interest; make their opinions/reactions understood as regards problem-solving or practical questions; express belief, opinion, agreement and disagreement politely; take part in routine formal discussion, conducted in articulated standard speech and involving the exchange of factual information, put a point of view across, receiving instructions or the discussion of solutions to practical problems, may ask for repetition if speech is rapid or long; summarise or give their opinions about an article, talk, discussion, interview or documentary and ask further questions; take some initiatives in an interview while remaining dependent on the interviewer for help, provide concrete information required but with limited precision; use a prepared questionnaire for a structured interview, with some spontaneous questions, check and confirm information. Read articles and short reports concerned with contemporary problems, the DG and the Commission; scan longer texts in order to locate information from different parts of the document in order to perform a specific task; identify the main conclusions, relevance and contend in clearly signaled argumentative text, news item or article on a range of topics; recognise the line of argument in the treatment of the issue presented, with some detail; identify unfamiliar words from the context on topics related to their professional field and personal interests. Write straightforward, short connected texts on a range of familiar subjects by linking a series of shorter discrete elements into a linear sequence; summarise, report and give constructive opinions about factual data on professional and non-professional matters; write very brief reports of a standard conventionalised format, to inform and state reasons for actions; convey information and ideas on relatively abstract as well as concrete topics; write personal letters and notes asking for or conveying simple information of immediate relevance, getting across the point(s) felt to be important; write personal letters describing experiences, feelings and events in some detail, giving news and expressing thoughts on familiar topics and problems; write notes conveying information of immediate relevance to those who feature in their everyday lives, getting across comprehensibly the points felt to be important.
B1.1	Threshold Level: ability to maintain interaction and get across what you want to in a range of contexts; ability to cope flexibly with everyday problems. Can understand main points of clear standard input on familiar matters in work, school, leisure etc. Can deal with most routine travel situations in an area where the language spoken. Can produce simple connected text on familiar topics of personal interest. Can describe experiences and events, dreams hopes and ambitions and briefly give reasons and explanations for opinions and plans		

		Level 4 (also followed by the Agency)	Understand the main points of clear standard speech on familiar matters encountered in regular professional and socio-cultural contexts; Follow the main points of extended discussion around these matters, provided speech is clearly articulated; Follow in outline straightforward short talks and presentations on familiar topics and political issues, provided these are delivered in clearly articulated standard speech; Understand simple technical information, such as operating instructions for everyday equipment; Follow quite detailed directions; Understand the main points and some details of televised news and documentaries, particularly on themes related to the interests of the European union and the commission in particular. Describe everyday aspects of their professional and social environment and related events and activities; Describe plans and arrangements, habits and routines, past activities and personal experiences; Use descriptive language to make statements about and compare objects and possessions, explaining what they like and dislike about something; Give brief reasons and explanations for opinions, plans and actions; Deliver a short, rehearsed presentation on a topic pertinent to their everyday life and work; Cope with a limited number of straightforward follow-up questions. Interact with reasonable ease in structured situations and short conversations, provided the interlocutor helps if necessary; Ask and answer questions, and exchange ideas and information on familiar topics and everyday situations; Establish social and professional contact with relative ease; Participate in short conversations in routine contexts on topics of interest and related to the world of work; Exchange ideas and information on familiar topics in predictable everyday situations; Make and respond to suggestions, agreeing and disagreeing with others; Exchange relevant information and give opinions on practical problems when asked directly; Follow changes of topic in formal discussion related to their field if conducted slowly and clearly; Discuss what to do next, making and responding to suggestions; Get all the information needed from a tourist office or info desk, provided it is straightforward and of non-specialised nature; Deal with practical everyday demands and straightforward factual information; Make themselves understood in an interview and communicate ideas and information on familiar topics, provided they can ask for clarification occasionally, and are given some help to express what they want. Read straightforward factual texts on subjects related to their fields and interests with a satisfactory level of comprehension; Understand descriptions of events, feelings and wishes; Find and understand relevant information in everyday material, such as letters, brochures and short official documents; Recognise significant points in straightforward newspaper articles on familiar subjects; Understand clearly written instructions. Write short, simple notes and messages relating to matters of immediate need; Write simple emails and letters regarding familiar themes (appointments, invitations...); Take a short and simple message if repetition and reformulation can be provided.
A2.2	More active participation in conversation e.g.: understand enough to manage simple routine exchanges without undue effort; exchange ideas and information on familiar topics; significantly more able to sustain monologues – e.g. extended descriptions of everyday aspects of environment: people, places, job etc; describe past activities and experiences; habits and routines; explain likes and dislikes	Level 3 (also followed by the Agency)	Understand enough to be able to meet needs of a concrete type provided speech is clear and slowly articulated; Catch the main points in short, clear, straightforward messages and announcements; Global comprehension of the main point of TV news items reporting world and important events, where the visual supports the commentary; Generally understand clear, standard speech using highest frequency vocabulary on familiar and everyday professional matters, provided they can ask for repetition or reformulation from time to time. Give a simple but intelligible description or presentation of people, living or working conditions, daily routines, job, educational background, as a series of short sentences with basic linking words; Express basic opinions about everyday subjects familiar to the speaker; Answer straightforward follow-up questions, asking for repetition and for some help with reformulation of replies if necessary. Communicate efficiently in basic, routine tasks requiring a simple and direct exchange of information on familiar matters to do with work, free time and everyday life; Handle short social exchanges, although unable to sustain a fluent or lengthy conversation; Understand the main message of a native speaker, if delivered clearly and directly; Make and respond to invitations, suggestions and apologies; Discuss everyday practical issues in a basic way; Discuss what to do, where to go and make arrangements to meet, without the errors blocking the comprehension of the message; Give basic opinions when addressed directly in a formal meeting, provided they can ask for repetition of key points if necessary; Obtain everyday goods and services e.g. Using public transport, shopping, banking etc...; Answer simple questions and respond to simple statements in an interview. Understand short, simple texts on familiar matters of a concrete nature which consist of commonly used or job-related language; Understand basic types of standard routine letters, faxes and emails (enquiries, orders, letters of confirmation etc...) on familiar topics; Find specific, predictable information in simple everyday materials such as advertisements, prospectuses, menus, reference lists and agendas; Understand regulations, e.g. On safety, when expressed in simple language. Write a series of short sentences using simple connectors about their families, living conditions, educational background, present job etc...Write simple notes relating to matters in areas of immediate need; Note down appointments and memos that colleagues will be able to read and comprehend; Draft a simple, short letter, e.g. A letter of gratitude.
A2.1	Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. basic personal/family information, employment, shopping, locality). Can communicate simple routine tasks requiring a simple and direct exchange of information on familiar/routine matters. Can describe in simple terms aspects of his/her background, immediate environment and matters in areas of immediate need.		

		Level 2 (also followed by the Agency)	Understand phrases and expressions linked to their personal sphere of experience (e.g. Simple information related to their personal, professional and family lives, shopping, employment, the EU) provided speech is clear and slowly articulated; Understand simple instructions and directions where the speaker modulates his speech accordingly; Understand and extract simple information from very short, recorded passages dealing with predictable everyday matters which are delivered slowly and carefully; Understand what is said clearly, slowly and directly in simple everyday conversation; Understand the global meaning of familiar topics and factual TV news items. Produce simple sentences to describe self, other people, places, working and home environments; Use very short, rehearsed statements e.g. To introduce a speaker, propose a toast, etc...Give simple instructions and directions; Give simple opinions and views of preference on subjects directly linked to their span of experience. Interact in simple everyday social and professional exchanges, but communication is still dependent on a slow rate of speech, rephrasing and repair; Ask and answer simple questions about themselves and other people, where they live, people they know, things they have; Reply to simple direct questions spoken very slowly and clearly in direct non-idiomatic speech; Have a simple exchange about present and past experiences and future plans. Understand short, simple texts containing very common vocabulary and related to the commission; Understand short, simple letters, emails and memos; Locate specific information on lists and isolate the information required; Understand everyday signs and notices in public places and in the workplace –instructions, hazard warnings, directions; Identify specific information in simple written material, such as letters, brochures, forms; Identify the main information in short newspaper articles. Write short, simple formulaic notes relating to matters in areas of immediate need; Write very simple personal letters, expressing, for example, thanks and apologies.
A1.2	Can understand and use familiar everyday expressions and basic phrases. Can make introductions and ask/answer questions about personal details. Can interact in a simple way provided other person talks slowly and clearly and is prepared to help.	Level 1 (also followed by the Agency)	Interact in a simple way: communication is totally dependent on repetition at a slower rate of speech, rephrasing and repair; Ask simple questions, initiate and respond to simple statements of immediate need or on very familiar topics; Ask how people are and respond to news; Handle numbers, quantities, prices, times, dates. Understand very short, simple texts, a single phrase at a time; Understand very short memos, emails...; Understand the global meaning of very simple informational material and short simple descriptions, particularly where there is visual support; Understand simple questionnaires, such as an application form, sufficiently to be able to provide very basic information (name etc.).Write isolated phrases and very simple paradigm sentences for memos, emails...; Write a short message giving the dates and times of meetings. Describe him/herself, their job and daily routine using simple language and structures; Introduce him/herself and someone else using standard phrases; Describe simple likes and dislikes and indicate preferences. Understand some basic survival expressions; Understand when someone introduces her/himself (name, nationality, job, age, family, languages spoken, interests, etc.); Understand basic vocabulary related to the European commission and work contexts; Understand everyday expressions linked to their simple professional needs of a concrete type, delivered directly to her/him in clear, slow and repeated speech by a sympathetic speaker; Understand rudimentary instructions and very simple questions delivered carefully, clearly and slowly.
A1.1		Level 0 (only followed by the Agency)	Use basic greeting and leave-taking expressions; Ask people for things and give them things; Understand very short, very simple texts, a single phrase at a time, picking up familiar names, words and basic phrases and re-reading as required; Say they don't understand and ask for repetition; Produce simple, largely isolated phrases and sentences; Write numbers and dates, name, nationality, address, age, date of birth or arrival in the country etc. Such as on a hotel registration form or simple questionnaire; Understand basic polite expressions Understand numbers, times, dates, prices; Understand very short, simple messages, signs...; Understand basic instructions or take part in a basic factual conversation on a predictable topic. Understand basic notices, instructions or information Complete basic forms, and write notes including times, dates and places

Annex VI

Draft contract – Lot 1, 2, 3, 5, 6

Framework service contract

Contract number – EMA/2011/48/HR

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

[official name in full of company and statutory registration number of company]

whose registered address is at [official address in full]

(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

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

Annex I – Tender Specifications (Invitation to Tender No EMA/2011/48HR of [complete])

Annex II – Contractor's Tender (No [complete] of [complete])

Annex III – Sample Purchase Order

Annex IV – List of the Agency Holidays for 2012

[Other Annexes]

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

In the event of any conflict herein, the terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Purchase Orders (as defined below) shall take precedence over those in the Contract. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

For the avoidance of doubt, the Contractor acknowledges and agrees that the terms of the Contract shall apply to the exclusion of the Contractor's standard terms and conditions and or any conditions which might be implied by trade custom, practice or other course of dealing.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified

by a written instruction issued by the Agency; subject to the rights of the Contractor under Article I.7 should it dispute any such instruction.

I – Special Conditions

Article I.1 - Subject

- I.1.1.** The subject of the Contract is the provision of training courses – Lot [complete] (the “Services”).
- I.1.2.** Execution of the Contract imposes no obligation on the Agency to purchase the Services. Only the implementation of the Contract through purchase orders in a form set out in Annex III or, at the Agency’s option, through simple requests for the service made by electronic mail (“Purchase Orders”) are binding for the Agency and authorises implementation of the provision of the Services (“Implementation”).
- I.1.3.** Upon Implementation, the Contractor shall provide the Services in accordance with Annex I.
- I.1.4.** All Purchase Orders giving rise to Implementation of the Contract shall conform to the terms set out herein.
- I.1.5.** The Contract does not confer on the Contractor any exclusive right to provide the Services described in Annex I to the Agency. The Contractor is selected as the [complete with priority order] contractor of a multiple framework contract.

Article I.2 – Duration and implementation of the Contract

- I.2.1.** The Contract and Purchase Orders shall become effective on the date on which they are signed by the last contracting party.
- I.2.2.** Under no circumstances may Implementation take place before the date on which the Contract and Purchase Orders issued hereunder have become effective.
- I.2.3.** This Contract is concluded for a period of twelve months with effect from the date on which it becomes effective. This contractual period and all other periods specified in the Contract are calculated in calendar months unless otherwise indicated. The Contract may be renewed up to three times, each time for a period of execution of the Services of twelve months, with the express written agreement of the parties before the expiry of the Contract, indicating the date on which execution of the Services shall start. Renewal does not imply any modification or deferment of existing obligations.
- I.2.4.** The Purchase Order Forms must become effective before this Contract expires by effluxion of time or is terminated. The Contract shall continue to apply to such Purchase Orders after its expiry or termination, but no later than six months.
- I.2.5.** Within five working days of a Purchase Order being sent by the Agency, the Contractor shall return it, duly signed and dated or acknowledge receipt and acceptance thereof if the Services were requested by electronic mail as contemplated in Article I.1.2. Should the Contractor be unable to meet the Purchase Order, the Contractor shall explain this to the Agency within this same time period and the Agency shall be entitled to place a Purchase Order with the next contractor on its framework supplier list. In the event of failure to meet this deadline, the Contractor shall be considered unwilling or unable to provide the Services and any exclusivity granted to the Contractor pursuant to Article I.1.5 shall be suspended forthwith. The period allowed for the provision of the Services shall start to run on the date

the Contractor returns the Purchase Order, unless a different date is indicated on the Purchase Order.

Article I.3 – Contract price

- I.3.1.** The amount payable for the Services shall be GBP [amount in figures] as listed in Annex II exclusive of VAT covering all the Services provided (the “Charges”).
- I.3.2.** It is agreed that the Charges include all other expenditure that may be incurred by the Contractor in performance of this Contract, including travel, subsistence or any other related expenses.
- I.3.3.** The Charges shall be fixed and not subject to revision for Purchase Orders placed during the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the Charges may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Contract became effective in accordance with Article I.2.1 above. Purchase Orders shall be placed on the basis of the Charges in force on the date on which they become effective. Such Charges shall not be subject to revision.

This revision shall be determined by the trend in the Consumer Price Indices (CPI) covering the United Kingdom, where the services are to be performed. The CPI is published on a monthly basis by the National Statistics Office, 1 Drummond Gate, London SW1V 2QQ, www.statistics.gov.uk.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

Article I.4 – Payment periods and formalities

- I.4.1.** 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. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.
- I.4.2.** Payments shall be made on the basis of an invoice issued by the Contractor and verified by the Agency. Any invoice must give a breakdown of the Charges. Subject to verification by the Agency, payment shall be made no later than 45 days from receipt of the invoice. Invoices must contain the following Agency reference: PO [complete].

- 1.4.3.** The payment periods for the Charges will be stipulated in the relevant or Purchase Orders. The Agency reserves the right to set off any amount owing to it by the Contractor from any amount payable by it to the Contractor.

Article 1.5 – Bank account

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

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
IBAN code: [complete]

Article 1.6 – Notice / administrative provisions

Any notice or other communication relating to the Contract shall be made in writing, shall bear the Contract number and shall be sent to the appropriate address set out below (or such other address, fax number or person as the relevant party may notify to the other). Ordinary mail sent by prepaid, first class post or recorded delivery shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible and indicated below. All email and facsimile communications are deemed received on the working date following transmission. All notices or other communications shall be sent to the following addresses:

The Agency:

European Medicines Agency
Administration Unit/ Human Resources
7 Westferry Circus
Canary Wharf
London E14 4HB
UK

Contractor:

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

Article 1.7 – Applicable law and settlement of disputes

- 1.7.1.** The Contract shall be governed and construed in accordance with the laws of England and Wales.
- 1.7.2.** Failing an amicable settlement, the Court of Justice of the European Union shall have exclusive jurisdiction in any dispute relating to the performance or the interpretation of the Contract.

Article 1.8 – Termination by either contracting party

Either party may, of its own volition and without being required to pay compensation, terminate the Contract by serving three months' formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the Services which are the subject of valid Purchase Orders before the date termination is notified to become effective ("Termination Date"). On receipt of such notice from the Agency the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments in relation to the Agency. It

shall draw up any documents required by the Contract and its Annexes for the Services provided up to the Termination Date, within a period not exceeding sixty days from the Termination Date.

Article I.9 – Cancellation policy

Should either party cancels a training event, the following conditions shall apply:

Cancellation period	Charges
Over 10 working days notice	Nil
5-10 working days notice	50%
Nil to 4 working days	100%

Substitution of delegates:

Substitute delegates will be accepted on any training course until the beginning of the training. Once the training has commenced all no-show delegates and/or substitutions will be informed to the Agency by 10.30am on the first day of the training.

Article I.10 Specific Requirements

The Contractor agrees and acknowledges the following specific requirements of the Agency in relation to the Services.

The Services should take the form of training courses provided with partial adaptation of their content to take account of specific Agency policies and procedures, the creation of new courses as required and other requirements as appropriate. The Agency reserves the right to require the revision and adaptation of courses to meet the Agency requirements at any time. Course revisions may be carried out by the Agency staff, by the Contractor or by both the Agency and the Contractor together. Skills coaching might be required as a follow up individual or small team follow up to a formal face to face or training intervention (for example following a course on written communication skills, one to one follow up coaching with an individual to build skills and confidence in this area, building on the course). Coaches are also required to be able to work at wider personal developmental levels, working with individuals, small groups and teams.

Training will be ordered, as required and at least six weeks will be provided for the planning and organisation of all courses especially where partial adaptation may be involved. The Agency will provide suitable information and briefing as appropriate to support any adaptation requested.

The Agency will require details of courses three weeks in advance and, where appropriate, detailed content information and course material.

The language of the training courses is English. It is important to note that English is generally not the participants' mother tongue; this aspect could therefore be important in preparing, designing, developing and providing the training on offer.

After each course, course evaluation (e.g. surveys on satisfaction) by participants should be carried out and the outcome provided to the Agency within two weeks (summary and/or details as requested by Agency). In addition, the list of participants should be sent to Agency within one week after the course. Certificates of participation should be provided upon request.

The Contractor must be in a position to replace a trainer in the event of sudden illness or similar unusual situations at short notice, with a qualified back up trainer such that the planned course goes ahead on the foreseen dates.

Suitable technical equipment to support training courses is available at the Agency and as needed other equipment can be hired with enough advance notice from the Contractor.

Unless agreed otherwise, the Contractor is required to reply to all queries from the Agency within five working days. Thus, the Contractor is expected to provide sufficient back-ups for its administrative staff in order to provide a continuous quality service at all times.

The Contractor is required to supply the Services directly and take full responsibility for the content and quality of the course material and the quality, standard and availability of trainers.

The Contractor has to provide the Services on all the Agency working days, which may include UK public holidays, without the payment of any additional Charges by the Agency. The list of the Agency holidays in 2012 is given in Annex IV of this Contract.

II – General Conditions

Article II.1 – Performance of the Contract

- II.1.1.** The Contractor shall perform the Services to a professional standard which might reasonably be expected of it and in any event with reasonable skill and care. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on it, notably but not limited to those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Services under the laws and regulations in force at the place where the Services are to be provided.
- II.1.3.** Without prejudice to Article II.3 any reference made to any employee, director or other officer or member of staff of the Contractor ("Contractor's Staff") in the Contract shall relate exclusively to individuals involved in the performance of the Services.
- II.1.4.** The Contractor must ensure that:
 - II.1.4.1** all of the Contractor's Staff performing the Contract have the professional qualifications, experience and authorisation required for the performance of the Services assigned to them; and
 - II.1.4.2** all of the Contractor's Staff performing the Contract have read, are familiar with and shall abide by the "Health and Safety Information for Contractors" policy or plan as may be applicable from time to time and which can be obtained from the Agency on written request.
- II.1.5.** The Contractor shall neither hold itself out as representing the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the Contractor's Staff who perform the Services assigned to them.

The Contractor shall make provision for the following employment or service relationships with the Contractor's Staff:

- the Contractor's Staff performing the Services assigned to the Contractor may not accept orders or instructions direct from the Agency in relation to how they provide the Services;
 - the Agency may not under any circumstances be considered to be the employer of the Contractor's Staff and the said staff shall undertake if requested by the Agency and as far as they are able not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- 11.1.7.** Notwithstanding the above, the Contractor shall indemnify and hold the Agency harmless against all and any claims, loss, cost or expenses suffered as a consequence of any claim arising from any employee or other member of the Contractor's staff or any claim, assessment or other levy made by any competent taxation or other governmental agency in connection with the provision of the Services by the Contractor to the Agency and/or the termination thereof (howsoever caused) in relation to, inter alia, the Transfer of Undertakings (Protection of Employment) Regulations 2006, which both parties agree shall apply, or undertake that it shall be deemed to apply, on a termination hereof..
- 11.1.8.** In the event of disruption resulting from the action of a member of the Contractor's Staff working on the Agency's premises or in the event of the expertise of a member of the Contractor's Staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of the Contractor's 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 Services assigned to him resulting from the replacement of the Contractor's Staff in accordance with this Article.
- 11.1.9.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the Services, either partially or totally, the Contractor shall immediately and on its own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

Article 11.2 – Liability / indemnity

- 11.2.1.** The Agency shall not be liable for any claim, loss, cost or expense sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.
- 11.2.2.** The Contractor shall be liable for any claim, loss (save in respect of consequential loss), cost (including legal and other professional fees) or expenses sustained by the Agency but caused by the Contractor in the performance of the Contract, including that arising in the event of subcontracting under Article 11.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- 11.2.3.** The Contractor shall indemnify and hold the Agency harmless from all such claims, losses, costs and expenses incurred or paid by the Agency, pursuant to Article 11.2.2 above and further provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party which requires the Agency to devote management time thereto.
- 11.2.4.** The Contractor's liability shall be capped at amount payable under the Purchase Order whereby the liability was incurred.

- II.2.5.** In the event of any action brought by a third party against the Agency in connection with performance of the Contract which does not fall within Articles II.2.2 and II.2.3 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.
- II.2.6.** The Contractor shall take out and maintain for the duration of the Contract insurance with a reputable insurance company against all normal business risks and damage relating to performance of the Contract including but not limited to Employer's Liability Insurance (if applicable) and Public Liability Insurance, both to a minimum cover of £5,000,000.00 or the equivalent in Euros. If required by the relevant applicable legislation, the Contractor shall take out supplementary insurance as reasonably required in accordance with reasonably prudent practices in its industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

Article II.3 - Conflicts of interest

- II.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflicts of interest 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 conflicts of interest which could arise during performance of the Contract must be notified to the Agency in writing without delay. In the event of any such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Agency reserves the right to verify that such measures are reasonable and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that the Contractor's Staff are not placed in a situation which could give rise to conflicts of interest. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Agency, any member of the Contractor's Staff exposed to such a situation.

- II.3.2.** The Contractor shall abstain from entering into any contract likely to compromise its independence.
- II.3.3.** The Contractor declares:
- that it has not made and will not make any offer or agreement with any third party of any type whatsoever from which an advantage can be derived under the Contract,
 - 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 third party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.
- II.3.4.** The Contractor shall pass on all the relevant obligations in writing to the Contractor's Staff as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Agency should it so request.

Article II.4 – Payments

- II.4.1.** Not applicable

II.4.2. Not applicable

II.4.3. Not applicable

II.4.4. If any reports to be submitted by the Contractor are a condition for payment, on receipt the Agency shall have the following time for approval of such reports:

a) 20 calendar days for straightforward contracts relating to Services;

b) 45 calendar days for other contracts;

c) 60 calendar days for contracts involving technical Services, which are particularly complex to evaluate.

The Agency may either approve the report, with or without comments or reservations, or suspend such time period and request additional information, or reject the report and request a new report. If the Agency does not react within the above time limits, 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. Any new report requested shall be subject to the above provisions.

Article II.5 – General provisions concerning payments

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

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

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

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

Article II.6 – Recovery

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

- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** the Agency 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 Agency that is certain, of a fixed amount and due. The Agency may also claim against any guarantee, where provided for.

Article II.7 – Data protection

The parties shall, and the Contractor shall procure that all its subcontractors shall, comply at all times with the Regulation (EC) No 45/2001, Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (the “Data Protection Legislation”) and shall not perform their obligations under the Contract in such a way as to cause either party to breach any of its obligations under the Data Protection Legislation. The Contractor shall immediately notify the Agency in the event that it becomes aware of any breach of the Data Protection Legislation by it or any of its subcontractors in connection with the Contract.

Article II.8 – Ownership of Intellectual Property Rights

- II.8.1.** Any database rights, copyright, trademarks, trade names, 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 (the “Intellectual Property Rights”), created by the Contractor, specifically for the Agency, shall be owned solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation.
- II.8.2.** Where Intellectual Property Rights existed prior to the Contract being entered into and are utilised in the provision of the Services in an incidental way, and which are necessary for the ongoing benefit of those Services, the Contractor shall, or shall procure that any third party owner of said Intellectual Property Rights shall, grant to the Agency a perpetual, royalty free licence in connection therewith.
- II.8.3.** The Contractor shall execute any documents and do all things necessary to vest the Intellectual Property Rights, referred to in Article II.8.1 above, in the ownership of the Agency as may be requested by the Agency from time to time.
- II.8.4.** The Contractor represents and warrants that the Intellectual Property Rights arising, or utilised, in accordance with Articles II.8.1-2 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).
- II.8.5.** The Contractor shall indemnify and hold the Agency harmless from all claims and liabilities, 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 Services.

Article II.9 – Confidentiality

- II.9.1.** In this Article, “Information” shall include 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 and whether created or arising in connection with the Services or existing before, on or after the date of the Contract.
- II.9.2.** In this Article, “Confidential Information” shall mean:
- (a) in respect of Information provided in documentary or by way of a presentation or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or is created or arises as a consequence of the provision of the Services or by necessary implication that it is imparted in confidence; and
 - (b) in respect of Information that is imparted orally, any information that the Agency or its representatives informed at the time of disclosure was imparted in confidence; and
 - (c) in respect of Confidential Information imparted orally, any note or record of the disclosure; and
 - (d) any copy of any of the foregoing; and
 - (e) the fact that Services are being provided hereunder.
- II.9.3.** 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 without the prior written consent of the Agency. The Contractor shall continue to be bound by this undertaking after the termination or expiry of this Contract.
- II.9.4.** The Contractor shall obtain from each member of the 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.

Article II.10 - Use, distribution and publication of information

- II.10.1.** The Contractor shall authorise the Agency to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, the identity of the Contractor, the subject matter, the duration, the amount paid and any other information required by it to be so published other than that which might reasonably amount to the trade secrets of the Contractor.
- II.10.2.** Unless otherwise provided by the Special Conditions, the Agency shall not be required to distribute or publish the Confidential Information supplied by the Contractor in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Agency.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Agency and shall mention the amount paid by the

Agency. It shall state that the opinions expressed are those of the Contractor only and do not represent the Agency's official position.

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

Article II. 11 – Taxation

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall render the relevant invoices invalid.
- II.11.2.** The Contractor recognises that 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.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and Services required for performance of the Contract are exempt from taxes and duties, including VAT (if applicable).
- II.11.4.** Invoices presented by the Contractor shall indicate its place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

Article II.12 – Force majeure

- II.12.1.** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties including acts of terrorism which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2.** Without prejudice to the provisions of Article II.1.9, if either party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither 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 its contractual obligations owing to force majeure, it shall have the right to remuneration only for Services actually executed.
- II.12.4.** The contracting parties shall take all necessary measures to reduce damage to a minimum including the right of the Agency to terminate and retain new suppliers.

Article II.13 – Subcontracting

- II.13.1.** The Contractor shall not subcontract the performance of the Services without prior written consent from the Agency nor cause the Contract to be performed in fact by third parties. In the event that the Agency authorises the Contractor to subcontract to a third party the Contractor shall, if requested by the Agency, provide the Agency with a copy of all terms and conditions relating thereto prior to its entry into the same.

- II.13.2.** Even where the Agency authorises the Contractor to subcontract to third parties, the Contractor shall remain bound by its obligations to the Agency under the Contract and shall guarantee the provision of the Services and be liable for the proper performance of the Contract as if it were performing the Services itself.
- II.13.3.** The Contractor shall ensure that the subcontracting of its obligations does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract and agrees to indemnify the Agency against any claim, loss, cost and expenses sustained by the Agency as a consequence thereof.

Article II.14 – Assignment

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written consent from the Agency.
- II.14.2.** In the absence of the authorisation referred to in II.14.1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall be void against and shall have no effect on the Agency.

Article II.15 – Termination by the Agency

- II.15.1.** Notwithstanding any other term of this Contract, the Agency may terminate the Contract forthwith in the following circumstances:
- (a) where the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations applicable to the Contractor;
 - (b) where the Contractor is an individual, he has been convicted of a criminal offence by a judgement which has the force of *res judicata* (other than minor road traffic offences which do not affect the provision of the Services);
 - (c) where the Contractor has been sanctioned for professional misconduct proven by any means which the sanctioning authority can reasonably justify;
 - (d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Agency's financial and/or reputational interests;
 - (e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
 - (f) where the Contractor was guilty of misrepresentation in supplying the information in the Contractor's Tender or required by the Agency as a condition of entering into the Contract or failed to supply this information;
 - (g) where there is a change of control of the Contractor and or any holding company of the Contractor whereby the Agency (acting reasonably at all times) considers there is a material detriment to its financial situation or its ability to carry out its functions in the way expected of it. In this clause (g), control means the ability to direct the affairs of another, whether by way of contract, ownership of shares or otherwise howsoever;

(h) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes, whether or not in connection with the Contractor's Staff, in accordance with the legal provisions of the country in which it is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

(i) where the Contractor is in breach of any obligations under Articles II.3 and II.9.

II.15.2. Notwithstanding any other term of this Contract, the Agency may terminate the contract forthwith in the following circumstances:

(a) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's reasonable opinion, have a significant effect on the performance of the Contract;

(b) where provision of the Services has not actually commenced within three months of the date agreed, and the new date proposed, if any, is considered unacceptable by the Agency;

(c) where the Contractor is unable, through its own fault, to obtain any permit or licence required for performance of the Contract;

(d) where the Contractor is in breach of any other obligations hereunder;

PROVIDED the Contractor fails to remedy said breach, only after receiving formal notice in writing to remedy said breach which specifies the nature of the alleged breach and gives the Contractor the opportunity to remedy the breach within a reasonable period following receipt of the formal notice but in any event not exceeding 14 days.

II.15.3. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract at any time, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3 immediately following the event amounting to force majeure occurring.

II.15.4. Prior to termination under point a), b), c) or d) of Article II.15.2, the Contractor shall be given the opportunity to submit its observations.

II.15.5. Termination shall take effect on the date on which a notice with pro-forma acknowledgment of receipt attached terminating the Contract is received by the Contractor, or on any other date indicated in the notice.

II.15.6. Consequences of termination:

In the event of the Agency 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 its commitments. The Contractor shall draw up any documents required by the Special Conditions for the Services already performed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

On termination the Agency may engage any other contractor to provide the Services. The Agency shall be entitled to claim from the Contractor all extra costs incurred in making good

and completing the Services, without prejudice to any other rights or guarantees it has under the Contract.

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

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Agency may suspend the Contract, refuse to make payments, may recover amounts already paid or may terminate all contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

Article II.16 – Liquidated damages

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

Article II.17 – Access, inspection and audits

- II.17.1.** The Contractor, during the currency of the Contract shall, or shall procure that its subcontractors shall gather, compile, correlate, collect and otherwise maintain all relevant accounts, records, books and other information in documentary form or on easily accessible electronic media ("Records"), arising in connection with the performance of the Contract.
- II.17.2.** In accordance with the Agency's Financial Regulation, the European Court of Auditors shall be entitled upon reasonable notice to access, inspect and audit the Records held by the Contractor in connection with the performance of the Contract up to five years after the last payment is made to the Contractor by the Agency.
- II.17.3.** the Agency or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of access, inspection and audit of the Records in accordance with Article II.17.2 above.
- II.17.4.** In addition, the Contractor acknowledges that 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 and agrees to submit thereto.

Article II.18 – Not Applicable

Article II.19 – Whole agreement and amendments

This Contract (together with any documents referred to herein and any Purchase Order issued hereunder) constitutes the whole agreement between the parties hereto relating to its subject matter and no variations or amendments to the Contract shall be effective unless the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

Article II.20 – Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any terms of the Contract will be deemed to be a waiver of any other right or of any later breach. In particular without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Agency to the Contractor in respect of the Services, or any omission on the part of the Contractor to communicate such prior acceptance or approval shall not relieve the Contractor of its obligations to deliver the Services in accordance with the provisions of the Contract.

Article II.21 - Relationship of the parties

Nothing in this Contract is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

Article II.22 - Severance

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the provisions. If a provision of this Contract that is fundamental to the accomplishment of the purpose of this agreement is held to any extent to be invalid, the Agency and the Contractor shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

Signatures

For the Contractor,
[Company name/forename/surname/title]

For the Agency,
[forename/surname/title]

signature: _____

signature: _____

Done at [place], [date]

Done at London, [date]

In duplicate in English.

Annex I

**Tender specifications (invitation to tender no.
EMA/2011/48/HR of 3 January 2012)**

Annex II

Contractor's tender (no [complete] of [complete])

Annex IV



EUROPEAN MEDICINES AGENCY
SCIENCE MEDICINES HEALTH

London, 19 January 2011
Doc. Ref: EMA/12/4034

2012 **EMA HOLIDAYS**

#1 January	 Sunday, New Year's Day
2 January	 Monday following New Year's Day
5 April	 Maundy Thursday
6 April	 Good Friday
9 April	 Easter Monday
1 May	 Tuesday, Labour Day
9 May	 Wednesday, Anniversary of the Schuman Declaration
17 May	 Thursday, Ascension Day
18 May	 Friday, the day following Ascension Day
28 May	 Whit Monday
27 August	 Monday, Summer Bank Holiday
1 November	 Thursday, All Saints' Day
2 November	 Friday, All Souls' Day
24 December	 Monday, Christmas Eve
	to
31 December	 Monday, New Year's Eve

Total of 18 days

The 2013 calendar of EMA holidays will be issued at a later date.

If a staff member wishes to celebrate religious or traditional holidays native to their country of origin (for example Greek Orthodox Easter or national holidays) and work on EMA holidays instead, compensation is given at the rate of one day for each day of EMA holiday that is worked.

The days are noted for general information as per the list in the Staff Regulations. Please note that these holidays are not replaced by another day when they fall on a weekend.



Annex VII

Draft contract – Lot 4

Framework service contract

Contract number – EMA/2011/48/HR

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

[official name in full of company and statutory registration number of company]

whose registered address is at [official address in full]

(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

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

Annex I – Tender Specifications (Invitation to Tender No EMA/2011/48HR of [complete])

Annex II – Contractor's Tender (No [complete] of [complete])

Annex III – Sample Purchase Order

Annex IV – List of the Agency Holidays for 2012

[Other Annexes]

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

In the event of any conflict herein, the terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Purchase Orders (as defined below) shall take precedence over those in the Contract. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

For the avoidance of doubt, the Contractor acknowledges and agrees that the terms of the Contract shall apply to the exclusion of the Contractor's standard terms and conditions and or any conditions which might be implied by trade custom, practice or other course of dealing.

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

I – Special Conditions

Article I.1 - Subject

- I.1.1.** The subject of the Contract is the provision of training courses – Lot [complete] (the “Services”).
- I.1.2.** Execution of the Contract imposes no obligation on the Agency to purchase the Services. Only the implementation of the Contract through purchase orders in a form set out in Annex III or, at the Agency’s option, through simple requests for the service made by electronic mail (“Purchase Orders”) are binding for the Agency and authorises implementation of the provision of the Services (“Implementation”).
- I.1.3.** Upon Implementation, the Contractor shall provide the Services in accordance with Annex I.
- I.1.4.** All Purchase Orders giving rise to Implementation of the Contract shall conform to the terms set out herein.
- I.1.5.** The Contract does not confer on the Contractor any exclusive right to provide the Services described in Annex I to the Agency. The Contractor is selected as the [complete with priority order] contractor of a multiple framework contract.

Article I.2 – Duration and implementation of the Contract

- I.2.1.** The Contract and Purchase Orders shall become effective on the date on which they are signed by the last contracting party.
- I.2.2.** Under no circumstances may Implementation take place before the date on which the Contract and Purchase Orders issued hereunder have become effective.
- I.2.3.** This Contract is concluded for a period of twelve months with effect from the date on which it becomes effective. This contractual period and all other periods specified in the Contract are calculated in calendar months unless otherwise indicated. The Contract may be renewed up to three times, each time for a period of execution of the Services of twelve months, with the express written agreement of the parties before the expiry of the Contract, indicating the date on which execution of the Services shall start. Renewal does not imply any modification or deferment of existing obligations.
- I.2.4.** The Purchase Order Forms must become effective before this Contract expires by effluxion of time or is terminated. The Contract shall continue to apply to such Purchase Orders after its expiry or termination, but no later than six months.
- I.2.5.** Within five working days of a Purchase Order being sent by the Agency, the Contractor shall return it, duly signed and dated or acknowledge receipt and acceptance thereof if the Services were requested by electronic mail as contemplated in Article I.1.2. Should the Contractor be unable to meet the Purchase Order, the Contractor shall explain this to the Agency within this same time period and the Agency shall be entitled to place a Purchase Order with the next contractor on its framework supplier list. In the event of failure to meet this deadline, the Contractor shall be considered unwilling or unable to provide the Services and any exclusivity granted to the Contractor pursuant to Article I.1.5 shall be suspended forthwith. The period allowed for the provision of the Services shall start to run on the date the Contractor returns the Purchase Order, unless a different date is indicated on the Purchase Order.

Article I.3 – Contract price

- I.3.1.** The amount payable for the Services shall be GBP [amount in figures] as listed in Annex II exclusive of VAT covering all the Services provided (the “Charges”).
- I.3.2.** It is agreed that the Charges include all other expenditure that may be incurred by the Contractor in performance of this Contract, including travel, subsistence or any other related expenses.
- I.3.3.** The Charges shall be fixed and not subject to revision for Purchase Orders placed during the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract, the Charges may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by notice served no later than three months before the anniversary of the date on which the Contract became effective in accordance with Article I.2.1 above. Purchase Orders shall be placed on the basis of the Charges in force on the date on which they become effective. Such Charges shall not be subject to revision.

This revision shall be determined by the trend in the Consumer Price Indices (CPI) covering the United Kingdom, where the services are to be performed. The CPI is published on a monthly basis by the National Statistics Office, 1 Drummond Gate, London SW1V 2QQ, www.statistics.gov.uk.

Revision shall be calculated in accordance with the following formula:

$$Ar = Ao \frac{Ir}{Io}$$

where

Ar = revised total amount;

Ao = total amount in the original tender;

Io = index for the month in which the validity of the tender expires;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

Article I.4 – Payment periods and formalities

- I.4.1.** 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. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.
- I.4.2.** Payments shall be made on the basis of an invoice issued by the Contractor and verified by the Agency. Any invoice must give a breakdown of the Charges. Subject to verification by the Agency, payment shall be made no later than 45 days from receipt of the invoice. Invoices must contain the following Agency reference: PO [complete].
- I.4.3.** The payment periods for the Charges will be stipulated in the relevant or Purchase Orders. The Agency reserves the right to set off any amount owing to it by the Contractor from any amount payable by it to the Contractor.

Article I.5 – Bank account

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

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
IBAN code: [complete]

Article I.6 – Notice / administrative provisions

Any notice or other communication relating to the Contract shall be made in writing, shall bear the Contract number and shall be sent to the appropriate address set out below (or such other address, fax number or person as the relevant party may notify to the other). Ordinary mail sent by prepaid, first class post or recorded delivery shall be deemed to have been received by the Agency on the date on which it is registered by the department responsible and indicated below. All email and facsimile communications are deemed received on the working date following transmission. All notices or other communications shall be sent to the following addresses:

The Agency:

European Medicines Agency
Administration Unit/ Human Resources
7 Westferry Circus
Canary Wharf
London E14 4HB
UK

Contractor:

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

Article I.7 – Applicable law and settlement of disputes

- I.7.1.** The Contract shall be governed and construed in accordance with the laws of England and Wales.
- I.7.2.** Failing an amicable settlement, the Court of Justice of the European Union shall have exclusive jurisdiction in any dispute relating to the performance or the interpretation of the Contract.

Article I.8 – Termination by either contracting party

Either party may, of its own volition and without being required to pay compensation, terminate the Contract by serving three months' formal prior notice. Should the Agency terminate the Contract, the Contractor shall only be entitled to payment corresponding to the Services which are the subject of valid Purchase Orders before the date termination is notified to become effective ("Termination Date"). On receipt of such notice from the Agency the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce its commitments in relation to the Agency. It shall draw up any documents required by the Contract and its Annexes for the Services provided up to the Termination Date, within a period not exceeding sixty days from the Termination Date.

Article I.9 – Cancellation policy

Should either party cancels a training event, the following conditions shall apply:

Cancellation period	Charges
Over 10 working days notice	Nil
5-10 working days notice	50%
Nil to 4 working days	100%

Substitution of delegates:

Substitute delegates will be accepted on any training course until the beginning of the training. Once the training has commenced all no-show delegates and/or substitutions will be informed to the Agency by 10.30am on the first day of the training.

Article I.10 Specific Requirements

The Contractor agrees and acknowledges the following specific requirements of the Agency in relation to the Services.

Language courses

All language courses and exams have to take place at the Agency premises.

The language courses will have two terms from January to June with exams early July (written, oral and listening) and the Agency will provide the schedule of the courses in October for the terms ahead.

The training is provided in groups per language and level. The levels range from level 0 (absolute beginners) to level 6. The course content for the levels 0-6 is aligned to the Common European Framework of Reference for Languages (CEFR) and follows the European Commission descriptor (see Annex V for details). The Contractor is expected to align all language courses provided to the Commission descriptors. No development/adaptation fees will be paid for the adaptation of courses to the level descriptions as outlined in Annex V.

The Agency currently offers language courses in French, German, Spanish, Italian, and English. Lessons in other European language might be required in the future.

The minimum number of participants per group is five. Should a group reach 16 participants, it may be split into two groups. All lessons take place outside the Agency core hours, i.e. at lunchtime between 12.00 to 14.00 hrs or between 16.30 to 18.30 hrs.

Groups in level 0 have 2.5 hours tuition per week; level 1-6 have 2 hours tuition per week. English lessons are 1.5 hours per week for all groups. The contractor is expected to provide tuition at the hours stated above.

Exams

Per language there is, for each group in that language, a course-end examination. In addition, there is an exam per language for level 6 of the CEFR framework in any EU language to be provided as requested by the Agency. These latter exams can also be attended by Agency staff who do not follow the yearly language programme as staff has to comply with knowledge of level 6 before their first promotion.

The Agency requires oral and written exams, marking sheets, results and certificates.

Trainers

The contractor has to provide a minimum of two trainers per language class (one lead trainer and one back-up trainer). Should a trainer become unavailable, a back-up trainer has to be provided at short notice. Should the Agency wish to replace a trainer, the contractor will be given one month notice to provide a replacement trainer. Should the back-up trainer become the replacement, the contractor will have to find another back-up trainer within this one month period.

Training material

The books used by the language trainers in the language lessons should follow CEFR standards. Training books for language courses are to be paid by course participants and not to be charged to EMA.

Training organisation

Training will be ordered, as required, and at least six weeks notice will be provided for the planning and organisation of all courses especially where partial adaptation may be involved. The Agency will provide suitable information and briefing as appropriate to support any adaptation requested.

The Agency will require details of courses in advance and, where appropriate, detailed content information and course material.

Unless stated/agreed otherwise, the contractor is required to reply to all queries from the Agency within five working days. Thus, the contractor is expected to provide sufficient backups for its administrative staff in order to provide a continuous quality service at all times.

Training evaluation

After each course, course evaluation (e.g. surveys on satisfaction) by participants should be carried out and the outcome provided to the Agency within two weeks (summary and/or details as requested by the Agency). The list of attendance should be sent to the Agency within one week after the course term.

The Contractor has to provide the Services on all the Agency working days, which may include UK public holidays, without the payment of any additional Charges by the Agency. The list of the Agency holidays in 2012 is given in Annex IV of this Contract.

II – General Conditions

Article II.1 – Performance of the Contract

- II.1.1.** The Contractor shall perform the Services to a professional standard which might reasonably be expected of it and in any event with reasonable skill and care. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on it, notably but not limited to those resulting from employment, tax and social legislation.
- II.1.2.** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Services under the laws and regulations in force at the place where the Services are to be provided.
- II.1.3.** Without prejudice to Article II.3 any reference made to any employee, director or other officer or member of staff of the Contractor ("Contractor's Staff") in the Contract shall relate exclusively to individuals involved in the performance of the Services.
- II.1.4.** The Contractor must ensure that:

- II.1.4.1** all of the Contractor's Staff performing the Contract have the professional qualifications, experience and authorisation required for the performance of the Services assigned to them; and
- II.1.4.2** all of the Contractor's Staff performing the Contract have read, are familiar with and shall abide by the "Health and Safety Information for Contractors" policy or plan as may be applicable from time to time and which can be obtained from the Agency on written request.
- II.1.5.** The Contractor shall neither hold itself out as representing the Agency nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the Contractor's Staff who perform the Services assigned to them.
- The Contractor shall make provision for the following employment or service relationships with the Contractor's Staff:
- the Contractor's Staff performing the Services assigned to the Contractor may not accept orders or instructions direct from the Agency in relation to how they provide the Services;
 - the Agency may not under any circumstances be considered to be the employer of the Contractor's Staff and the said staff shall undertake if requested by the Agency and as far as they are able not to invoke in respect of the Agency any right arising from the contractual relationship between the Agency and the Contractor.
- II.1.7.** Notwithstanding the above, the Contractor shall indemnify and hold the Agency harmless against all and any claims, loss, cost or expenses suffered as a consequence of any claim arising from any employee or other member of the Contractor's staff or any claim, assessment or other levy made by any competent taxation or other governmental agency in connection with the provision of the Services by the Contractor to the Agency and/or the termination thereof (howsoever caused) in relation to, inter alia, the Transfer of Undertakings (Protection of Employment) Regulations 2006, which both parties agree shall apply, or undertake that it shall be deemed to apply, on a termination hereof..
- II.1.8.** In the event of disruption resulting from the action of a member of the Contractor's Staff working on the Agency's premises or in the event of the expertise of a member of the Contractor's Staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Agency shall have the right to request the replacement of any such member of the Contractor's 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 Services assigned to him resulting from the replacement of the Contractor's Staff in accordance with this Article.
- II.1.9.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the Services, either partially or totally, the Contractor shall immediately and on its own initiative record it and report it to the Agency. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

Article 11.2 – Liability/indemnity

- 11.2.1.** The Agency shall not be liable for any claim, loss, cost or expense sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Agency.
- 11.2.2.** The Contractor shall be liable for any claim, loss (save in respect of consequential loss), cost (including legal and other professional fees) or expenses sustained by the Agency but caused by the Contractor in the performance of the Contract, including that arising in the event of subcontracting under Article 11.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- 11.2.3.** The Contractor shall indemnify and hold the Agency harmless from all such claims, losses, costs and expenses incurred or paid by the Agency, pursuant to Article 11.2.2 above and further provide compensation in the event of any action, claim or proceeding brought against the Agency by a third party which requires the Agency to devote management time thereto.
- 11.2.4.** The Contractor's liability shall be capped at amount payable under the Purchase Order whereby the liability was incurred.
- 11.2.5.** In the event of any action brought by a third party against the Agency in connection with performance of the Contract which does not fall within Articles 11.2.2 and 11.2.3 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.
- 11.2.6.** The Contractor shall take out and maintain for the duration of the Contract insurance with a reputable insurance company against all normal business risks and damage relating to performance of the Contract including but not limited to Employer's Liability Insurance (if applicable) and Public Liability Insurance, both to a minimum cover of £5,000,000.00 or the equivalent in Euros. If required by the relevant applicable legislation, the Contractor shall take out supplementary insurance as reasonably required in accordance with reasonably prudent practices in its industry. A copy of all the relevant insurance contracts shall be sent to the Agency should it so request.

Article 11.3 - Conflicts of interest

- 11.3.1.** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflicts of interest 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 conflicts of interest which could arise during performance of the Contract must be notified to the Agency in writing without delay. In the event of any such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Agency reserves the right to verify that such measures are reasonable and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that the Contractor's Staff are not placed in a situation which could give rise to conflicts of interest. Without prejudice to Article 11.1 the Contractor shall replace, immediately and without compensation from the Agency, any member of the Contractor's Staff exposed to such a situation.

- 11.3.2.** The Contractor shall abstain from entering into any contract likely to compromise its independence.

II.3.3. The Contractor declares:

- that it has not made and will not make any offer or agreement with any third party of any type whatsoever from which an advantage can be derived under the Contract,
- 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 third party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to the Contractor's Staff as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Agency should it so request.

Article II.4 – Payments

II.4.1. Not applicable

II.4.2. Not applicable

II.4.3. Not applicable

II.4.4. If any reports to be submitted by the Contractor are a condition for payment, on receipt the Agency shall have the following time for approval of such reports:

- a) 20 calendar days for straightforward contracts relating to Services;
- b) 45 calendar days for other contracts;
- c) 60 calendar days for contracts involving technical Services, which are particularly complex to evaluate.

The Agency may either approve the report, with or without comments or reservations, or suspend such time period and request additional information, or reject the report and request a new report. If the Agency does not react within the above time limits, 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. Any new report requested shall be subject to the above provisions.

Article II.5 – General provisions concerning payments

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

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

The Agency shall notify the Contractor accordingly by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter.

The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

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

Article II.6 – Recovery

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount on receipt of the debit note, in the manner and within the time limits set by the Agency.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** the Agency 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 Agency that is certain, of a fixed amount and due. The Agency may also claim against any guarantee, where provided for.

Article II.7 – Data protection

The parties shall, and the Contractor shall procure that all its subcontractors shall, comply at all times with the Regulation (EC) No 45/2001, Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner (the "Data Protection Legislation") and shall not perform their obligations under the Contract in such a way as to cause either party to breach any of its obligations under the Data Protection Legislation. The Contractor shall immediately notify the Agency in the event that it becomes aware of any breach of the Data Protection Legislation by it or any of its subcontractors in connection with the Contract.

Article II.8 – Ownership of Intellectual Property Rights

- II.8.1.** Any database rights, copyright, trademarks, trade names, 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 (the "Intellectual Property Rights"), created by the Contractor, specifically for the Agency, shall be owned

solely by the Agency, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation.

- II.8.2.** Where Intellectual Property Rights existed prior to the Contract being entered into and are utilised in the provision of the Services in an incidental way, and which are necessary for the ongoing benefit of those Services, the Contractor shall, or shall procure that any third party owner of said Intellectual Property Rights shall, grant to the Agency a perpetual, royalty free licence in connection therewith.
- II.8.3.** The Contractor shall execute any documents and do all things necessary to vest the Intellectual Property Rights, referred to in Article II.8.1 above, in the ownership of the Agency as may be requested by the Agency from time to time.
- II.8.4.** The Contractor represents and warrants that the Intellectual Property Rights arising, or utilised, in accordance with Articles II.8.1-2 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).
- II.8.5.** The Contractor shall indemnify and hold the Agency harmless from all claims and liabilities, 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 Services.

Article II.9 – Confidentiality

- II.9.1.** In this Article, "Information" shall include 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 and whether created or arising in connection with the Services or existing before, on or after the date of the Contract.
- II.9.2.** In this Article, "Confidential Information" shall mean:
 - (a) in respect of Information provided in documentary or by way of a presentation or in other tangible form, Information which at the time of provision is marked or otherwise designated to show expressly or is created or arises as a consequence of the provision of the Services or by necessary implication that it is imparted in confidence; and
 - (b) in respect of Information that is imparted orally, any information that the Agency or its representatives informed at the time of disclosure was imparted in confidence; and
 - (c) in respect of Confidential Information imparted orally, any note or record of the disclosure; and
 - (d) any copy of any of the foregoing; and
 - (e) the fact that Services are being provided hereunder.
- II.9.3.** 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 without the prior written consent of the Agency. The Contractor shall continue to be bound by this undertaking after the termination or expiry of this Contract.
- II.9.4.** The Contractor shall obtain from each member of the 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.

Article II.10 - Use, distribution and publication of information

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

Article II. 11 – Taxation

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to it. Failure to comply shall render the relevant invoices invalid.
- II.11.2.** The Contractor recognises that 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.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and Services required for performance of the Contract are exempt from taxes and duties, including VAT (if applicable).
- II.11.4.** Invoices presented by the Contractor shall indicate its place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

Article II.12 – Force majeure

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

- II.12.2.** Without prejudice to the provisions of Article II.1.9, if either party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3.** Neither 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 its contractual obligations owing to force majeure, it shall have the right to remuneration only for Services actually executed.
- II.12.4.** The contracting parties shall take all necessary measures to reduce damage to a minimum including the right of the Agency to terminate and retain new suppliers.

Article II.13 – Subcontracting

- II.13.1.** The Contractor shall not subcontract the performance of the Services without prior written consent from the Agency nor cause the Contract to be performed in fact by third parties. In the event that the Agency authorises the Contractor to subcontract to a third party the Contractor shall, if requested by the Agency, provide the Agency with a copy of all terms and conditions relating thereto prior to its entry into the same.
- II.13.2.** Even where the Agency authorises the Contractor to subcontract to third parties, the Contractor shall remain bound by its obligations to the Agency under the Contract and shall guarantee the provision of the Services and be liable for the proper performance of the Contract as if it were performing the Services itself.
- II.13.3.** The Contractor shall ensure that the subcontracting of its obligations does not affect rights and guarantees to which the Agency is entitled by virtue of the Contract and agrees to indemnify the Agency against any claim, loss, cost and expenses sustained by the Agency as a consequence thereof.

Article II.14 – Assignment

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written consent from the Agency.
- II.14.2.** In the absence of the authorisation referred to in II.14.1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall be void against and shall have no effect on the Agency.

Article II.15 – Termination by the Agency

- II.15.1.** Notwithstanding any other term of this Contract, the Agency may terminate the Contract forthwith in the following circumstances:
- (a) where the Contractor is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations applicable to the Contractor;

(b) where the Contractor is an individual, he has been convicted of a criminal offence by a judgement which has the force of *res judicata* (other than minor road traffic offences which do not affect the provision of the Services);

(c) where the Contractor has been sanctioned for professional misconduct proven by any means which the sanctioning authority can reasonably justify;

(d) where the Agency has evidence or seriously suspects the Contractor or any related entity or person of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Agency's financial and/or reputational interests;

(e) where the Agency has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;

(f) where the Contractor was guilty of misrepresentation in supplying the information in the Contractor's Tender or required by the Agency as a condition of entering into the Contract or failed to supply this information;

(g) where there is a change of control of the Contractor and or any holding company of the Contractor whereby the Agency (acting reasonably at all times) considers there is a material detriment to its financial situation or its ability to carry out its functions in the way expected of it. In this clause (g), control means the ability to direct the affairs of another, whether by way of contract, ownership of shares or otherwise howsoever;

(h) where the Contractor has not fulfilled obligations relating to the payment of social security contributions or the payment of taxes, whether or not in connection with the Contractor's Staff, in accordance with the legal provisions of the country in which it is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;

(i) where the Contractor is in breach of any obligations under Articles II.3 and II.9.

II.15.2. Notwithstanding any other term of this Contract, the Agency may terminate the contract forthwith in the following circumstances:

(a) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Agency's reasonable opinion, have a significant effect on the performance of the Contract;

(b) where provision of the Services has not actually commenced within three months of the date agreed, and the new date proposed, if any, is considered unacceptable by the Agency;

(c) where the Contractor is unable, through its own fault, to obtain any permit or licence required for performance of the Contract;

(d) where the Contractor is in breach of any other obligations hereunder;

PROVIDED the Contractor fails to remedy said breach, only after receiving formal notice in writing to remedy said breach which specifies the nature of the alleged breach and gives the Contractor the opportunity to remedy the breach within a reasonable period following receipt of the formal notice but in any event not exceeding 14 days.

II.15.3. In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract at any time, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3 immediately following the event amounting to force majeure occurring.

II.15.4. Prior to termination under point a), b), c) or d) of Article II.15.2, the Contractor shall be given the opportunity to submit its observations.

II.15.5. Termination shall take effect on the date on which a notice with pro-forma acknowledgment of receipt attached terminating the Contract is received by the Contractor, or on any other date indicated in the notice.

II.15.6. Consequences of termination:

In the event of the Agency 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 its commitments. The Contractor shall draw up any documents required by the Special Conditions for the Services already performed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

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

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

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Agency may suspend the Contract, refuse to make payments, may recover amounts already paid or may terminate all contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

Article II.16 – Liquidated damages

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

Article II.17 – Access, inspection and audits

- II.17.1.** The Contractor, during the currency of the Contract shall, or shall procure that its subcontractors shall gather, compile, correlate, collect and otherwise maintain all relevant accounts, records, books and other information in documentary form or on easily accessible electronic media ("Records"), arising in connection with the performance of the Contract.
- II.17.2.** In accordance with the Agency's Financial Regulation, the European Court of Auditors shall be entitled upon reasonable notice to access, inspect and audit the Records held by the Contractor in connection with the performance of the Contract up to five years after the last payment is made to the Contractor by the Agency.
- II.17.3.** the Agency or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of access, inspection and audit of the Records in accordance with Article II.17.2 above.
- II.17.4.** In addition, the Contractor acknowledges that 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 and agrees to submit thereto.

Article II.18 – Not Applicable

Article II.19 – Whole agreement and amendments

This Contract (together with any documents referred to herein and any Purchase Order issued hereunder) constitutes the whole agreement between the parties hereto relating to its subject matter and no variations or amendments to the Contract shall be effective unless the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties.

Article II.20 – Waiver

No forbearance or delay by either party in enforcing its respective rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any terms of the Contract will be deemed to be a waiver of any other right or of any later breach. In particular without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Agency to the Contractor in respect of the Services, or any omission on the part of the Contractor to communicate such prior acceptance or approval shall not relieve the Contractor of its obligations to deliver the Services in accordance with the provisions of the Contract.

Article II.21 - Relationship of the parties

Nothing in this Contract is intended to create a partnership or legal relationship of any kind that would impose liability on one party for the act or failure to act of the other party, or to authorise either party to act as agent for the other party. Neither party shall make representations, act in the name of, on behalf of or otherwise bind the other party.

Article II.22 - Severance

If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed without effect to the remainder of the

provisions. If a provision of this Contract that is fundamental to the accomplishment of the purpose of this agreement is held to any extent to be invalid, the Agency and the Contractor shall immediately commence good faith negotiations to remedy such invalidity. Neither party shall unreasonably withhold or delay their agreement to any such matters.

Signatures

For the Contractor,
[Company name/forename/surname/title]

For the Agency,
[forename/surname/title]

signature: _____

signature:_____

Done at [place], [date]

Done at London, [date]

In duplicate in English.

Annex I

**Tender specifications (invitation to tender no.
EMA/2011/48/HR of 3 January 2012)**

Annex II

Contractor's tender (no [complete] of [complete])

Annex IV



EUROPEAN MEDICINES AGENCY
SCIENCE MEDICINES HEALTH

London, 19 January 2011
Doc. Ref: EMA/12/4034

2012 **EMA HOLIDAYS**

#1 January	.....	Sunday, New Year's Day
2 January	.....	Monday following New Year's Day
5 April	.....	Maundy Thursday
6 April	.....	Good Friday
9 April	.....	Easter Monday
1 May	.....	Tuesday, Labour Day
9 May	.....	Wednesday, Anniversary of the Schuman Declaration
17 May	.....	Thursday, Ascension Day
18 May	.....	Friday, the day following Ascension Day
28 May	.....	Whit Monday
27 August	.....	Monday, Summer Bank Holiday
1 November	.....	Thursday, All Saints' Day
2 November	.....	Friday, All Souls' Day
24 December	.....	Monday, Christmas Eve
	to	
31 December	.....	Monday, New Year's Eve

Total of 18 days

The 2013 calendar of EMA holidays will be issued at a later date.

If a staff member wishes to celebrate religious or traditional holidays native to their country of origin (for example Greek Orthodox Easter or national holidays) and work on EMA holidays instead, compensation is given at the rate of one day for each day of EMA holiday that is worked.

The days are noted for general information as per the list in the Staff Regulations. Please note that these holidays are not replaced by another day when they fall on a weekend.

