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SCIENCE MEDICINES HEALTH

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Technical specifications for open invitation to tender

Procurement Procedure for provision of services for 360 performance evaluation of EMA management staff – reference no. EMA/2012/03/HR

1. Title of the Invitation to tender	3
2. Objectives and Context of the Invitation to Tender	3
3. Subject of the tender	4
4. Participation in the tender	5
4.1. Multilateral agreement on public procurement	5
4.2. Subcontracting	5
5. Additional documentation available to Tenderers	6
6. Information Visit	6
7. Variants – not accepted	6
8. Estimated contract volume	6
9. Price	6
9.1. Currency of Tender and costing sheet	6
9.2. All-inclusive prices	6
9.3. Price Revision	7
9.4. Costs involved in preparing and submitting a tender	8
9.5. Period of validity of the tender	8
9.6. Protocol on the Privileges and Immunities of the European Communities	8
10. Payment arrangements	8
11. Contractual details	8
12. Exclusion criteria	9
13. Selection Criteria: Financial and Economic Capacity	10
14. Selection Criteria; Technical and Professional Capacity:	10
15. Award Criteria	11
15.1. Content, methodology, (20 %)	11
15.2. Quality (8 %):	11
15.3. Organisation (total of 17%):	12

15.4. Price (45 %):	12
15.5. Presentation (total 10%):	12
15.4.a	15
Main Services	15
15.4.b	15
16. Tender to be submitted	16
Annexes	18

Annexes

- I Costing Sheet to be used by Tenderers
- II Current performance evaluation form and guide together with the 360 performance evaluation policy. Copy of planned performance evaluation form.
- III List of EMA holidays in 2012
- IV Summary checklist of documents which tenderers must submit
- V Exclusion criteria statement and detail of supporting documentation required
- VI Draft contract

Technical Specifications For Open Invitation to Tender No. EMA/2012/03/HR

Provision of services for 360 performance evaluation of EMA management staff

1. Title of the Invitation to tender

This document contains the Technical Specifications for the Invitation to Tender no. EMA/2012/03/HR for provision of services for 360 performance evaluation of EMA management staff. This is an open tender procedure.

The contract notice for this open tender has been published in the Official Journal of the European Union OJ S15 on 24.1.2012.

2. Objectives and Context of the Invitation to Tender

The European Medicines Agency ("EMA") is an EU body located in London. EMA was established in 1995 and is governed by Council and EP Regulation No 726/2004 to provide a system for the authorisation of medicinal products. EMA is an Agency of the European Union and has its own legal personality. EMA's budget is subject to audit by the European Court of Auditors.

The work of EMA is to co-ordinate the existing scientific resources of the EU Member States in order to evaluate and supervise medicinal products for both human and veterinary use throughout the whole of the European Union. The Agency also gives scientific advice to research-based companies in the development stage of new medicinal products and also in the form of guidelines on quality, safety and efficacy testing requirements. The Agency maintains and improves measures to facilitate innovation, research and increasing access to medicines. It has a dedicated service for micro, small and medium sized enterprises, implements the orphan medicinal policy for rare conditions and manages specific EU initiatives for paediatric medicines. It monitors the effectiveness and risk benefits of the medicines authorised procedures and works to legal deadlines. It seeks to provide high quality and timely information on medicines in all EU languages to patients.

The EMA's work is carried out in a strongly multicultural environment both as regards internal contact and communication by EMA staff amongst themselves and with their collaborators in the European Commission, the six (soon to be seven) scientific committees, the member state national competent authorities for medicines both human and veterinary, patient groups, health care professional groups, industry associations, companies applying for EMA services, or other medicine regulatory bodies throughout the world.

A high standard of management skills and ability is required of EMA Management staff that are subject to 360 performance evaluation. The current management numbers are Executive Director (1), Heads of Unit (5), Heads of Sector (19) and Section Heads (48). The purpose of 360 performance evaluation is a tool to provide useful input to the performance evaluation of EMA management staff, which supports appropriate career development and that contributes to their enhanced performance in their role.

3. Subject of the tender

Description of services to be provided:

The EMA wishes to conclude framework contracts with up to two companies in priority cascade order to provide services for 360 performance evaluation of EMA management staff.

The services required are as follows:

- develop and maintain a 360 assessment tool as a questionnaire in an electronic format, in English. It should be possible to respond in free text to the questionnaire in any European Union language as some contributors/raters may prefer to reply in their mother tongue. An electronic questionnaire option is obligatory. It is likely that the majority of rater responses will be in English
- carry out 360 assessment in an oral/personal format either face to face or by telephone, in English, if required exceptionally
- administer or support the administration of the 360 performance evaluation data collection including prompting raters to respond in a timely manner, respond to questions from raters and tracking of number of and analysis of the raters responses to ensure a minimum of 9 rater responses per 360 case
- prepare and provide a suitable report based on the data collected for the information and guidance of the appraisee (including recommendations for follow-up actions and clear short-and long-term objectives in line with the appraisee's role and responsibilities)
- prepare and provide a suitable report per appraisee for the information and guidance of their manager (including recommendations for follow-up actions and clear short-and long-term objectives in line with the appraisee's role and responsibilities)
- undertake individual or group information sessions to management or other staff about the purpose and conduct of 360 performance evaluation
- undertake individual debriefing sessions to inform management staff about the outcome of their 360 performance evaluation or with managers to support preparation a performance evaluation dialogue with an appraisee
- provide coaching to EMA management staff in line with EMA needs and in line with issues identified and objectives stated in the 360 performance evaluation
- adapt the 360 assessment tool or reports in line with EMA requirements
- provide other relevant reports regarding the 360 process
- ensure due confidentiality for collection of data, its analysis and reporting upon thereafter as well as the issues raised and discussed in any individual report, briefing session or coaching
- reports to be provided and any meetings will be in the EMA main working language which is English

EMA carries out performance evaluation in accordance with the Staff Regulations of Officials of the European Communities and the Conditions of employment of other servants of the European Communities and in particular Article 43 (Part 1) thereof. A performance evaluation review is carried out every two years and is recommended annually. The 360 performance evaluation has been in place since 2009. The 360 review is carried out per applicable staff member once in two years only.

The EMA performance evaluation form and guide are attached for information at Annex II. The planned performance evaluation form is also attached at Annex II that is subject to a complex approval process for which an actual introduction date has not yet been set. The 360 performance evaluation policy is attached for information at Annex II.

The 360 tool (s), should they be specially created or adapted for the EMA, will be intellectual property of the EMA. A service level agreement may be signed for specific needs in addition to this contract if required.

The full range of elements listed in the description of services must be provided. Meetings, briefings and coaching will take place at EMA offices, or by telephone or electronic means and other elements of the services to be provided may take place at tenderer's offices.

Services will be ordered, as required, and reasonable notice will be provided for the planning and organisation of all work needed especially where development of new material or partial adaptation of previously used material may be involved. The EMA will provide suitable information and briefing as appropriate to support any adaptation requested.

Periodically, an evaluation of the tool used, administrative support as well as any coaching provided will be carried out by EMA.

The provider should be in a position to replace a consultant in the event of sudden illness or similar unusual situations at short notice, with a qualified back up.

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

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

Further information about the work of the Agency can be obtained on its website:

<http://www.ema.europa.eu>.

A copy of EMA's Guidebook for Tenderers can be downloaded from our website which we recommend that you read prior to submitting a tender.

6. Information Visit

An information visit will not be required.

7. Variants – not accepted.

8. Estimated contract volume

The total annual contract volume is approximately 40 cases of 360 performance reviews per year without this being binding on EMA. The EMA policy is that 10 raters are involved in each 360 performance review (manager, staff member and 8 other raters). At the outset of the new contract it is possible that there would be adaptation of the questionnaires, as well as one adaptation over the life span of the contract.

9. Price

9.1. Currency of Tender and costing sheet

Prices may be submitted in Pounds Sterling. The costing sheet template, Annex I, attached to these specifications must be used to submit a tender. Please note that ranges of prices for services cannot be submitted.

Please note that the financial costing sheets, Annex I, must be submitted in a separate section or folder, 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 material preparation, supply of questionnaire, collection and analysis of data, related correspondence to follow up with or request data from 360 performance evaluation raters including any follow up with raters to ensure a timely response from a minimum of 9 raters per 360

case, supply of questionnaire tool electronically, travel and subsistence, coaching materials, visits to the EMA for other purposes related to the provision of the services, archiving of material and confidential destruction etc). No expenses incurred in the performance of the services will be reimbursed separately by EMA.

Prices for development or adaptation of 360 performance tool must be clearly stated, if separate.

Prices to carry out a 360 assessment in an oral/personal format either face to face or by telephone with 10 raters, in English, if required exceptionally must be clearly stated, if separate.

Prices for coaching must be clearly stated, together with the duration of the coaching session. If a minimum number of coaching sessions is required this number should be stated with the price for the total number of sessions. Prices should indicate clearly if the cost of relevant material for coaching is included or is additional.

Prices for consultancy days, individual or group briefings or information sessions must be clearly stated. Prices should indicate clearly if the cost of relevant material is included or is additional.

Ranges of prices cannot be submitted.

The Tenderer has to provide services on all EMA working days, which may include UK public holidays, without additional charges. The list of EMA holidays in 2012 is provided in Annex III.

9.3. Price Revision

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

Prices may be revised after one year.

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. Purchase orders 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 Office for National Statistics, 1 Myddleton Street, London EC1R 1UW, 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

EMA 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 Communities.

EMA 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 Communities. 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 the contractual obligations by the date on which the invoice is submitted, including specified deliverables. The payment will be done in arrears after completion of each event, no longer than 45 days after receipt of the invoice. The invoice will then be paid by bank transfer.

11. Contractual details

A draft contract is attached to these Technical Specifications as Annex VI.

EMA 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, which will be ranked according to priority. The framework contracts will establish the terms governing 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 services, EMA would be entitled to send a request to the second priority company and the first company would be considered unavailable.

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

The submission of a tender in response to this invitation to tender automatically implies the tenderer's acceptance of the terms and conditions stipulated in the invitation to tender, the current technical specifications and annexes including the draft contract. It also implies that the tenderer renounces its own terms and conditions. This is binding on the tenderer (s) to whom the contract is awarded for the duration of the contract.

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 upon honour in Annex V 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

Tenders are requested to provide the following documentation to enable an assessment of their financial and economic capacity. If subcontracting is envisaged, documentation must be provided in relation to any subcontractors. If the tenderer is a company and is otherwise required under the law of the State in which it is established to publish its accounts, the following information is requested:

1. A copy of 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 as in 13.1 above.

A minimum annual turnover of € 400 000 is obligatory for each of the last 3 financial years as indicated in OJEU contract notice.

3. Where the documents mention 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, 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 company's turnover that relates directly to the requirements of the EMA for the past three years, or for the period the company has been trading (if less than three years).
6. Evidence of professional risk indemnity insurance.

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

The Agency reserves the right to request at a later stage that the tenderer provide documentation in relation to the selection criteria (economic and financial capacity) from any subcontractors.

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 certificate or membership of a specific organisation, express authorisation or entry in the VAT register.
- A description, max 1 page, of the tenderer's experience in the services described in this tender.
- Please provide details of a previous contract with another client where similar technical expertise to that required by EMA has been provided.

The details should include:

- Customer name and address
- Contact name and number

Contract reference and brief description of service undertaken (maximum 1 page) and name(s) of sub-contractors and/or consortium members and their role. NB The Agency may elect to contact the company for a reference. Your permission to do so will be assumed unless you state any objections. If you object it will not be possible to assess your company on this point and it will have an adverse impact on your tender response.

- Background of the consultants and its relevance to the subject of the tender including coaching. Details of the number of consultants available and the amount of experience in the given area as well as in any other area of named speciality. Please provide Curricula Vitae of some consultants without indication of any name. Each CV should bear a number only and a separate list showing the association between these numbers and actual names should be provided. The EMA will destroy this list on completion of the tender procedure (estimated completion time July 2012).
- Minimum of 5 years relevant experience of consultants. Details must be provided in the trainers' CVs, minimum 3 CVs must be provided.
- Details of any quality assurance accreditation that the Tenderer holds. If no accreditation is 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 which do not reach the minimum threshold of 60% in 15.1, 15.2, 15.3 shall be eliminated.

Most economically advantageous tender in terms of:

15.1. Content, methodology, (20 %)

a) Suitability of 360 tool proposed (10%)

The draft questionnaire proposed must be provided and watermarked to protect commercial privilege. Details of the 360 tool proposed, example of explanation of how tool is used and how the process works for raters, follow up process to ensure raters respond to ensure a minimum of 9 raters per 360 case, outline of and type of analysis following data collection via tool used and type and outline of report to appraisee and to manager, explanation of any language limitations for any element, explanation of the nature of the debriefing for the appraisee and manager and any differences therein.

b) Suitability of analysis structure and reports proposed (5%)

c) Duration of coaching session, format and nature of coaching provided (5%)

Details of the average number of coaching sessions for example of management skills to be developed/adjusted, types of coaching formats, duration of a standard coaching session, example of coaching material provided, description of any follow up material.

15.2. Quality (8 %):

a) Understanding of the tender and the services to be provided to EMA given its role and as an EU body (4%)

Detailed statement of how the Tenderer would seek to provide services that are suitable for the EMA given its context, nature of staff, staff mix, management role (maximum 1 page).

b) Ability to address multicultural aspects of performance evaluation and coaching **(4%)**

Detailed statement to explain how this aspect is addressed (maximum 1 page), training thereon provided to consultants to be set out.

15.3. Organisation (total of 17%):

a) Minimum notice period to order a 360 review case (electronic questionnaire), minimum notice period for coaching or information sessions **(3%)**

b) Timeline for analysis and reports following collection of data including follow up of raters if needed to ensure a minimum 90% response/9 raters in all cases, and for submission of reports **(3%)**

c) Data archiving, retention and destruction procedures, procedures to ensure confidentiality **(5%)**

Details to be provided of data archiving, retention and destruction policy, details of procedures and policies in place to ensure confidentiality of data collected, analysis material, reports, etc.

d) Cancellation policy for a 360 case ordered, coaching and information sessions **(6%)**

15.4. Price (45 %):

a) Price for use of electronic questionnaire to raters, administration of 360 data collection (electronic questionnaire) including follow up of raters to ensure 9 raters per case, collation and analysis, two reports and two debriefings (appraisee and manager) per case **(Main services 40%)**

b) Price of coaching session per half day **(5%)**

c) Price of coaching per day

d) Price per day for consultancy in the context of the services including individual and group information session

e) Price per day for development or adaptation of 360 tool

f) Price for a 360 case using a personal/oral face to face or telephone format, analysis, two reports and two debriefings

g) Price for use of paper questionnaire

15.5. Presentation (total 10%):

On the basis of the initial evaluation and award criteria from the admissible tenders received, a shortlist of maximum of the three highest ranking tenderers will be prepared. These three will be invited to EMA in order to give a presentation about their services. If invited to give a presentation, this shall be mandatory and any tenderer declining to give a presentation shall be eliminated from the procedure. A provisional date for the presentation has been scheduled on 16th April 2012. This will be confirmed at least five days prior to the presentation to the three highest ranking tenderers.

The Tenderers' offers will be compared as listed below:

Award criteria		Maximum %	Formula
1. Content (20%)	Suitability of 360 tool proposed	10%	n/a
	Suitability of analysis structure and reports proposed	5%	n/a
	Coaching session duration, format and nature of session	5%	n/a
2. Quality (8%)	Understanding of the tender and the services to be provided to EMA	4%	n/a
	Multicultural aspects	4%	n/a
3. Organisation (17%)	Minimum notice period for orders	3%	n/a
	Timelines of analysis and reports	3%	n/a
	Data archiving, retention and destruction procedure	5%	n/a
	Cancellation policy	6%	n/a
4. Price (45%)	Main services	40%	Lowest price for administration of 360 case – data collection (electronic questionnaire), rater follow up, minimum of 9 rater responses, analysis, two reports, two debriefings <u>(appraisee + manager) x weighting for price (40%)</u> Tenderer's price

Award criteria		Maximum %	Formula
	Price of coaching session per half day	5%	<u>Lowest price for coaching session per half day x weighting for price (5%)</u> Tenderer's price
5. Presentation (10%)		10%	
TOTAL		100%	

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

15.4.a

Lowest price:

administration of 360 case – data collection (electronic questionnaire), rater follow up, minimum of 9 rater responses, analysis, two reports, two debriefings (appraisee + manager) x weighting for price

Tenderer's price

In order to do so, EMA shall evaluate the total price of the following main services for each of the financial tenders received. The total price shall be evaluated according to the above formula to determine the points to be awarded for price. This is not binding on EMA and is not indicative of any future purchase. It is used purely to enable the prices of the tenders to be compared:

Main Services

- price of 360 English questionnaire for one 360 case sent by e-mail to 10 raters
- email responses to queries from a minimum of 9 raters
- follow up if required to raters to ensure minimum response of 9 raters per case in a timely manner
- collation of raters responses and analysis thereof
- report for appraisee
- report for manager
- tracking of number of responses for general report on average response rate
- debriefing for appraisee
- debriefing for manager

15.4.b

Lowest price:

price for coaching session per half day x weighting for price

Tenderer's price

EMA shall evaluate the total price for coaching session per half day for each of the financial tenders received. The total price shall be evaluated according to the above formula to determine the points to be awarded for price. This is not binding on EMA and is not indicative of any future purchase.

16. Tender to be submitted

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

- A letter enclosing the tender on the official letter headed paper of the tenderer and signed by an authorised representative of the tenderer.
- An information sheet on the tenderer indicating:
 - the name and registered business address including telephone number, e-mail address and website address;
 - any other different current or previous trading name in the past three years;
 - the name and contact details of the person whom may be contacted with any queries regarding this tender;
 - the legal status of the tenderer;
 - if the tenderer is a company the company registration number, VAT registration number and date of incorporation;
 - if the tenderer is a member of a group of companies and if so the relationship between the tenderer and the ultimate holding company, the name and address of the holding company and its registration number, whether the ultimate holding company would be prepared to guarantee the liabilities in connection with this contract;
 - details of organisational structure including organisation chart;
 - number and locations of premises;
 - number of employees;
 - name of the person authorised to sign contracts on behalf of the tenderer.
- Completed declaration upon honour in Annex V 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).
- 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 *[or suppliers]* 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 sheets attached in Annex I, and exclusive of VAT, signed by an authorised representative of the tenderer.

- Tenderers are requested to make use of the summary checklist of documents given in Annex IV to ensure that no enclosure has been omitted in their tender.

Annexes

- I Costing Sheet to be used by tenderers
- II Current performance evaluation form and guide together with the draft 360 performance evaluation policy
- III List of EMA holidays in 2012
- IV Summary checklist of documents which tenderers are requested to submit
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Technical specifications - EMA/2012/03/HR annex I

Costing sheets I a and I b

Annex I a

Costing sheet I

Provision of services for 360 performance evaluation of EMA management staff - EMA/2012/03/HR

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

Please state prices in Pounds Sterling. Ranges of prices are not accepted. Prices given are valid for six months from the date of submission of the tender. Prices are all inclusive.

NAME OF TENDERER: _____

Service:	Price in GBP
Price for use of electronic transmission of electronic questionnaire to 10 raters, administration of 360 data collection (electronic questionnaire) including follow up of raters to ensure 9 raters per case, collation and analysis, two reports and two debriefings (appraisee and manager) per case and tracking of number of responses for general report on average response rate	
Price of coaching per half day	

Date:

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

Annex I b

Costing sheet II

Provision of services for 360 performance evaluation of EMA management staff - EMA/2012/03/HR

The prices will not be evaluated. The Agency might however wish to purchase additional services on ad hoc basis. **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 state prices in Pounds Sterling. Ranges of prices are not accepted. Prices given are valid for six months from the date of submission of the tender. Prices are all inclusive.

NAME OF TENDERER: _____

Item being costed	Price in GBP
Price of coaching session per day	
Price per day of consultancy including individual and group information sessions	
Price for adaptation/development of 360 tool per day	
Price for a 360 case using a personal/oral face to face or telephone format, analysis, two reports and two debriefings	
Price for use of paper questionnaire	

Please state any price reductions as applicable.

Any other services provided (if applicable):

Service:	Price in GBP

Date:

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

Technical specifications - EMA/2012/03/HR annex II

- a) Current performance evaluation form and guide
- b) 360 performance evaluation policy
- c) Planned performance evaluation form

Annex II a

Current performance evaluation form and guide

CONFIDENTIAL

Performance evaluation report

(ARTICLE 15 of the rules laying down the conditions of employment of other servants of the European Communities)

1. Essential information:

1. Period of report: From: To:
2. Last name and first name:
3. Personnel number:
4. Date of birth:
5. Date of recruitment:
6. Unit & sector:
7. Grade / title:
8. Change of Unit, Sector, grade, title, and appointment type:
9. In this position since: during period (if any):

2. Description of duties

1. Detailed description of duties carried out during the reference period¹:

2. Achievement of agreed work objectives

3. Achievement of performance measures

¹ Guidance on Job Description can be found in the Policy on updating of Job Profiles and Job Descriptions which is available on the Personnel Website and IQM Manual

3. Further details of duties:

1. Changes (extension, restriction, simplification) in the range of duties since the last report:

2. Do these duties correspond to the staff member's qualifications?

4. Languages

Is the staff member required to work in one or more languages other than his mother tongue (or in the official Community language of which he has a perfect knowledge and regards as equivalent to his mother tongue)?

If so, which languages and how does he use them (reading, writing, speaking)? ⁽¹⁾

To be completed by the person assessed

5. Knowledge of languages, new knowledge and published works

1. Knowledge of languages

	Mother Tongue (2)	Oral Comprehension			Written Comprehension			Oral Expression			Written Expression			Ability to use for	
		3	2	1	3	2	1	3	2	1	3	2	1	Shorthand	Typing
DA	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
DE	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
GR	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
ES	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
EN	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
FR	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
IT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
NL	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
PT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
SV	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
FI	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐

3 = advanced

2 = average

1 = beginner

(1) The official can comment on this knowledge of languages in Section V.

(2) If your mother tongue is not one of the official Community languages, indicates the one of which you have a perfect knowledge and regards as equivalent to your mother tongue.

2. New knowledge

(Indicate any new knowledge acquired during the reference period, with particular reference to further training. Give details of how such knowledge was acquired and any diplomas or certificates obtained)

3. Works published

(Give details of any works published - books, articles, etc. - during the reference period)

Date: _____

Signature of staff member: _____

4. Comments, if any, by assessor

Date: _____

Signature of staff member: _____

6. Analytical assessment ²

- Excellent (EX) - extremely effective performance, well above expected and maintained throughout the reference period
- Very good (VG) - particularly high level performance, performance adds value to the sector
- Satisfactory (S) - competent level which can reasonably be expected from an EMEA staff member
- Unsatisfactory (UNS) - level which must be improved on, performance consistently well below expected standards for the grade

1. Ability	EX	VG	S	UNS	Comments
1. Technical knowledge required for the duties + general knowledge for Function Group AD	☐	☐	☐	☐	
2. Job attitude - Analytical skills	☐	☐	☐	☐	
3. Judgement and negotiation skills if applicable	☐	☐	☐	☐	
4. Organisational ability including delegation skills or leadership ability if applicable	☐	☐	☐	☐	
2. Efficiency and productivity	EX	VG	S	UNS	Comments
5. Speed and Accuracy	☐	☐	☐	☐	
6. Versatility and initiative	☐	☐	☐	☐	
7. Consistency and understanding of priorities and for Function Group AD effectiveness of choice	☐	☐	☐	☐	
3. Conduct	EX	VG	S	UNS	Comments
8. Team spirit and relations within the service	☐	☐	☐	☐	
9. Relations with colleagues outside the service	☐	☐	☐	☐	
10. Sense of responsibility	☐	☐	☐	☐	

² To be assessed in the light of the post occupied (See Sections II + III, p.1)

7. General assessment of performance + achievement

Please provide a succinct statement on the staff member's performance and achievement giving

- the most outstanding qualities of the person assessed and his/her particular abilities.
- the areas in which there is scope or need for improvement (with suggestions as to how this might be achieved)
- the person's ability to adapt to different duties including at a higher level, quantity and quality of work, degree of initiative, readiness to help in emergencies, ability to work under pressure.

and, where relevant:

- indicate progress in one or more areas
- lack of progress in one or more areas
- main weaknesses and area for improvement. What can the staff member and his / her supervisor do to improve performance?
- Illustrate with specific examples.

1. Ability

2. Efficiency & Productivity

3. Conduct

8. Work objectives (agreed for the next reference period)

9. Performance measures (agreed for the next reference period)

10. What are the staff member's training needs?

11. The assessor/reporting officer should describe briefing frequency and nature of contacts with the staff member.

Name & Signature: _____ Date: _____

12. Additional comments, if any, of Reporting Officer:

Name, grade & Signature: _____ Date: _____

13. a) Comments, if any, of Assessor:

Name, Grade: _____

Signature: _____ Date: _____

b) Comments, if any, of any other superiors consulted:

Name, Grade: _____

Signature: _____ Date: _____

14. Staff member's comments.

1. Wishes, if any, for assignment to other duties:

2. Signature and comments, if any:

No comments ☐ I agree ☐ I do not agree ☐

Signature: _____ Date: _____

GUIDE TO PERFORMANCE EVALUATION REPORTS

A - INTRODUCTION

1. Pursuant to Article 15.2 of the Conditions of Employment of Other Servants of the European Communities (CEOS), the ability, efficiency and conduct in the service of each temporary agent shall be the subject of a periodic report. At the Agency performance evaluations are carried out every two years, the first report falling due two years after the end of the probation period.
2. This guide has been prepared to help all the persons involved in preparing performance evaluation reports and to provide an overview of the procedure.

B - PURPOSE OF PERFORMANCE EVALUATION REPORTS

1. The ability of the European Medicines Agency (hereafter named 'the Agency') to achieve its objectives depends on its staff members. Their skills and abilities in carrying out their responsibilities determines how successful the Agency as a whole will be. Performance evaluation reports are a means of formally recognising, evaluating and providing feedback on each staff member's performance and contributions as a member of a team.
2. The performance evaluation report is both an important means of communication between management and staff and a vital tool for career development. In this process, staff members have a continuing opportunity to inform management about how they feel about the work and identify their professional goals and interests. Managers in turn convey their commitment to each staff member's career success by communicating information concerning:
 - the staff member's performance in relation to the Agency's expectations and
 - action needed to meet the expectations and to advance the staff member's career at the Agency.
3. Performance evaluation reports provide linkage between the Agency's objectives and staff member's performance and should also enhance accountability for results.
4. A performance evaluation report is used to:
 - assess and document the duties of staff members, their work objectives, responsibility and, finally, their performance measures,
 - provide feedback to staff members to motivate them to work effectively and efficiently and to improve their skills and understanding,
 - foster teamwork,
 - identify staff members development needs,
 - prepare staff members for increased responsibilities,
 - provide a standard personnel evaluation system for Agency staff,
 - identify staff members for promotion and
 - identify those staff members whose relative performance causes them to be less competitive.

5. Performance evaluation is meant to summarise, not supplant, the continuous evaluation and feedback that occurs between the staff member and his/her superiors. It also provides an objective summary assessment of the staff member's performance and achievements. These evaluations should be part of a clearly defined culture of evaluation and self-assessment within the Agency that aims at providing continuous feedback at and between all levels of the Agency.

C - ROLES AND RESPONSIBILITIES

1. In order for the performance evaluation to be successful, the different parties must participate actively and share responsibilities. These responsibilities apply to the staff member, the assessor and the reporting officer.

2. As a general principle the reporting officer shall be the next line manager or delegated line manager of a staff member and the assessor shall be the next higher level line manager. The Executive Director is the assessor for the Heads of Unit and the Directorate staff.

3. The assessor may appoint a reporting officer to prepare the performance evaluation report who should be in a category or grade superior to the person being assessed. As a rule, the reporting officer is the person indicated in the staff member's job description under the heading "reporting to ...".

4. The reporting officer should develop the work objectives and performance measures with the staff member; the latter shall track progress against these objectives and performance measures, provide input into the appraisal discussion and receive feedback on his/her performance. The reporting officer must observe and evaluate the staff member on a continuous basis, provide ongoing feedback, assistance and guidance in the normal course of managerial responsibilities, gather information from the staff member's self-appraisal and from other relevant sources within the unit, discuss the appraisal results with the staff member and finalise the performance evaluation report. The reporting officer should bear in mind the possible sensitive nature of information acquired in the performance evaluation exercise and the confidentiality of the report. If necessary, the reporting officer shall inform the staff member in writing of the need to bring his/her efforts to bear on specific points; areas for improvement should be explained early and promptly and confirmed in writing. The reporting officer shall propose changes to the job description of the staff member as required.

5. If the reporting officer establishes that a staff member is in the wrong job but is objectively qualified to successfully perform other tasks and that a change of duties would be beneficial, he/she shall discuss the matter with the Head of Unit. The latter will make the necessary contacts with the Executive Director, the Head of Administration or the Head of Sector, Personnel.

6. In performing the evaluation, the reporting officer may consult the persons with whom the staff member normally works.

7. If, when the report falls due, the staff member has been in the unit six months or less, then the report shall be prepared by the unit in which the person now serves and the former unit should be consulted. If the person has worked in several units over the reference period, the unit responsible shall be the unit in which the person has served the longest and all other units should be consulted in the preparation of the report.

8. A performance evaluation report must be prepared when it falls due even where a staff member is away from the office at the time on maternity leave, long term sick leave or leave without pay. Administration writes to the staff member to facilitate arrangements for the required report. Where, during the reference period, a staff member has been on long term sick leave, on maternity leave or leave without pay the report should note this period.

Data Protection

Performance evaluations are carried out in accordance with the principles and obligations of Regulation (EC) 45/2001 on the protection of individuals with regard to the processing of personal data. Staff members are informed that they have the rights conferred by the above Regulation and in particular they can request access, rectification or erasure of personal data contained in the Performance evaluation reports under the conditions and with the limits foreseen by the legislation. In quality of data subjects, staff members may also inform the Data Protection Officer of the Agency or file a complaint with the European Data Protection Supervisor regarding any alleged breach of the provisions of Regulation (EC) 45/2001.

An updated micro site accessible through the intranet contains information about procedures and actors regarding the implementation in the Agency of Data Protection legislation.

D - OVERVIEW OF THE PROCESS

1. Personnel sends electronically the form to the reporting officer and the assessor with the first part (factual details) completed, usually two months prior to the performance evaluation report due date. A copy of the document is sent at the same time to the staff member.
2. The reporting officer collects and evaluates information on the staff member. He/she invites the staff member to prepare a self-assessment. The reporting officer and the staff member discuss the staff member's work performance following which the reporting officer prepares a written appraisal of the employee's performance on each work objective and performance measure indicating how well they were accomplished and the impact or the results as well as indicating the marking and the overall assessment. The work objectives and performance measures for the next period are discussed and agreed with the reporting officer.
3. The reporting and the staff member are both allowed to take working notes during the meeting where they discuss the performance of the staff member. Any working notes and copies as well as the preliminary version of the performance evaluation report made during this meeting by the reporting officer should be confidentially destroyed once the Performance Evaluation Report has been completed.
4. The performance evaluation report is signed by both parties and submitted to the Head of Unit (the assessor) for review and signature after which a copy is sent to the staff member and the original is sent to the Head of Administration.
5. A reminder is sent to the assessor two weeks before the report is due. If Personnel have not received the report two weeks after the due date the assessor receives a second reminder.

Confidentiality

6. Performance evaluation reports must be treated in strict confidence at all times. Reports in transit must always be kept in envelopes marked confidential.
7. The final reports are filed on the staff member's personal file. Only the staff member, the Executive Director and Personnel will have access. No other person will have access to the report without the staff member's written permission. Prospective employers will not be given access to the reports. Other copies of the reports retained by the assessor or the reporting officer to assist with future assessments must be kept in a way that respects the confidential nature of the report. From a more general point of view it should be noted that personal files may be checked by the Verifying Service and by the Court of Auditors. Furthermore, the file shall be forwarded to the Court of Justice of the European Communities if an action concerning the staff member is brought before the Court (see Article 26 of the Staff Regulations).

Self-assessment

8. The purpose of self-assessment is to encourage the staff member to prepare for the discussion with the reporting officer. The staff member should consider his/her performance during the period as it relates to the work objectives and performance measures and be specific as to the how, what, when and where of performance bearing in mind specific examples of events/activities that occurred throughout the period. In addition, the staff member should assess his/her strengths, motivations, disappointments, and frustrations. The staff member is invited to prepare written notes of the relevant points and give these to the reporting officer in advance of the discussion. The contents of the performance evaluation report form serve as a guide for self-assessment notes.

Discussion

9. The discussion between the staff member and the reporting officer is important. The reporting officer should schedule the meeting in advance. The time required to complete the discussion will vary depending of the range of issues to be discussed by the staff member and the assessor. At least 30 minutes should be set aside for the meeting and the discussion should be conducted in a private setting where interruptions are unlikely to occur. This privacy will enhance the exchange of information and increase the confidence of the participants.

10. The discussion should focus on the staff member's duties and responsibilities, the work objectives, the performance measures and the skill areas in the performance evaluation report form. Difficulties in the performance of the duties should be explored. Appreciation should be expressed for the good points and areas for improvement must be discussed. The staff member's wishes in relation to career development should be sought and discussed. Annex 1 contains examples of questions that may be useful in discussing specific skill areas and in providing feedback.

11. Working notes may be taken during the meeting by either party. However, these working notes should be confidentially destroyed by the reporting officer as soon as the report has been completed.

12. The reporting officer prepares the written performance evaluation report within five working days of the discussion. The staff member shall have five working days to review and comment on the report. If the staff member wishes he/she may request within five working days a further meeting with the reporting officer or at a later point with the assessor. This second discussion should take place within 10 working days of the request. The staff member may request the support of a third party e.g. the Staff Committee or other person at the second discussion. If as a result of the discussion the report is modified the reporting officer shall have five working days from the date of the second discussion to redraft the report and the staff member shall have a further five working days to review and to consider it.

13. The reporting officer should encourage the staff member to be as involved as much as possible in the evaluation process, however, it should be made clear to the staff member that the overall assessment and marking cannot be negotiated and that the responsibility for the final decision lies with the assessor.

Report content

14. The performance evaluation report covers the following matters:

- description of the duties,
- achievement of work objectives and performance measures,
- changes in duties,

- languages,
- analytical assessment,
- strengths and weaknesses,
- performance,
- conduct in the service, relations with other staff,
- training needs, and
- suggestions for work objectives and performance measures for the next reference period.

Marking

15. "Excellent" means that the staff member always exceeds expectations, where the performance is of an exceptionally high level and is substantially above the requirements of the post,

"Very good" means that the staff member consistently meets expectations and clearly works above the level which the Agency is reasonably entitled to expect having regard to the post occupied,

"Satisfactory" means meeting expected standards, and

"Unsatisfactory" means does not meet expectations on specific skills.

16. Staff members who excel in all areas of their work will be rare and therefore, the mark 'excellent' should not be given throughout the performance evaluation report. In many cases it may not be warranted at all. In the first and second performance evaluation reports no more than four excellent marks may be awarded. From the third report on a maximum of six excellent marks may be awarded. Exceptions to the maximum number of excellent marks can be made only with a detailed justification and the recommendation of the Head of Unit for the express approval of the Executive Director.

17. "Excellent", "Very good" and "Unsatisfactory" marks must be supported by the details in the performance evaluation report. A reporting officer who feels he/she should make an unfavourable analytical or general assessment must do so. This forms part of his/her responsibilities and the performance evaluation reports can only be effective and useful if this responsibility is actually carried out.

18. Performance evaluation reports are linked to the promotion process and for this purpose points are assigned the different ratings as follows:

Excellent 9 points

Very Good 6 points

Satisfactory 3 points

Unsatisfactory -3 points

Objectivity

19. The performance evaluation report should be as objective as possible and should relate to the functions actually performed by the staff member as part of the duties assigned to him/her. The assessor should watch out for any sign of partiality and verify that the reporting officer's judgement is based on professional grounds. He/she must ensure consistency between reports on different members of staff. He/ she must ensure that there is no over or under marking. Marking can be discussed informally with the reporting officer and also if necessary with the staff member.

20. Comments in relation to religion, sex, national origin, political affiliation or age are inadmissible and may not be used therefore there should be no mention of religion, national origin, political affiliation or age during the discussion nor should any of this be mentioned in the report. Plans for retirement or resignation are not relevant. Reluctance to work voluntary overtime should be treated with circumspection and cannot be referred to for AST Function Group 1 to 5 staff. Specific examples or instances should be used to support comments and indications where work objectives or performance measures were not achieved.

E - WORK OBJECTIVES AND PERFORMANCE MEASURES

1. A clear understanding between the staff member and his/her reporting officer is needed of the difference between work objectives and performance measures. Only when the former has been clearly identified and agreed can an estimate of the latter be agreed successfully and fairly.
2. The purpose of establishing work objectives and performance measures is to provide criteria against which a staff member is evaluated and to link the staff member's actions to the overall Agency objectives and to the specific objectives of a unit. Performance measures are intended to provide employees with fair and objective measures of the nature, timelines, and quality of work required to successfully fulfil an individual work objective.
3. Work objectives are outcome-oriented goals developed for two types of responsibilities - ongoing and specific. Ongoing responsibilities are continuing duties that are inherent to the position and are defined in the job description. Specific responsibilities involve objectives that can be accomplished before the end of the appraisal period; they are defined as necessity arises and should be, where possible, agreed upon by the staff member and the reporting officer. If agreement is not possible the Head of Unit takes the final decision on the objectives applicable.
4. Work objectives should promote the Agency's goals. Individual work objectives should aid the achievement of the unit's goals and the links between the unit's goals and the staff member's work objectives should be explicit. Objectives should be individualised and include contribution to team objectives, where appropriate. Objectives should be attainable.
5. Performance measures are objective, realistic and achievable statements established by the reporting officer that specify for a staff member the expectations or requirements to achieve an effective assessment for each work objective. These measures can be related to deadlines and have weightings for different tasks. These are also agreed where possible and if agreement is not possible the Head of Unit decides on the performance measures applicable.
6. Performance measures should be within the control of the staff member to achieve. They should be based on actions and results should be objective. In the case of work where the most important result of job performance is not a tangible or easily measurable product but a process, measures should focus on desired outcomes of the process.

Preparation for the performance evaluation report

7. A formal review is required for the preparation of the performance evaluation report. During review the staff member should be provided with feedback on performance relative to the objectives/performance measures. It is important to ensure that the objectives and performance measures are still relevant and should be adjusted where necessary.
8. Where a reporting officer has no direct knowledge of the staff member's performance under a particular objective, then he/she should obtain input from other parties who do have knowledge of the performance. The input should only cover the content of the performance evaluation report and should not cover in any way personal information about the staff member. These parties include other

managers, peers or subordinates. Additionally, if there are indications of performance problems, the reporting officer needs to obtain more extensive feedback on the staff member's performance to identify the problems and to understand what corrective actions might be needed. In any case, the reporting officer should always inform the staff member if any aspect of his/her performance is falling below the required standard for the job. A negative report should not be sent to staff member for countersigning if the relevant points have not been communicated in advance and in writing. Additional information about managing performance problems is contained in Annex 2.

Interim reviews of progress

9. Frequent reviews of progress are beneficial. Regular contact between the staff member and the reporting officer maintains communication and allows for adjustment of work objectives and performance measures in response to circumstances. Consistency in performance evaluation is facilitated by regular discussions.

10. The reporting officer should carry out a review every year, which can occur informally or formally. This review should be documented in an exchange of correspondence between the reporting officer and the staff member with a copy being retained by each party and a copy being sent to the assessor. A copy should not be sent to Administration and these interim review documents will not be placed on the staff member's personal file.

F - APPEAL

1. If after a second discussion the staff member does not accept the report he/she shall inform the reporting officer in writing stating the reasons and request a review by the relevant Head of Unit (assessor) unless the latter is the author of the report, in which case the Executive Director shall make the review. If the staff member does not accept the response of his/her Head of Unit he/she may, in writing, request a review by the Executive Director stating the reasons for the request.

2. The Executive Director is responsible for all staff matters and takes all final decisions concerning the report. He may consult the Joint Committee.

3. The staff member shall be informed in writing of the final decision with a copy of the reply placed on the staff member's personal file.

G - CONCLUSION

1. It is necessary to bear in mind the spirit in which performance evaluation reports should be made:

- the performance evaluation report, it is not a mere "formality";
- complete details for each section of the report make for a clear assessment;
- a staff member is a person to be assisted and guided; and
- the service requires that an objective assessment be made.

2. Any staff member, assessor or reporting officer who wishes to clarify any points or who requires additional details should contact the Head of Administration or the Head of Sector, Personnel.

ANNEX 1

1. Questions about specific skill areas

The questions listed below in each skill are examples to use in giving feedback. Actual questions will depend on the specific situation. In such sessions, it is best to focus on relevant, work-related interactions.

Quality of work

How well does the staff member perform the duties required of his/her position?

Does the staff member have the appropriate technical skills for the job? One can discuss the types of technical skills the staff member possesses and his /her application of this knowledge.

How effectively does the staff member communicate in one or more of the official languages of the EC?

How would you evaluate the quality of the staff member's written reports, correspondence etc.?

How accurate is the staff member's completed work?

How effectively does the staff member assess problems and generate solutions?

Does he/she follow a logical course of reasoning?

Management

To what extent is the staff member involved with planning and programming processes?

How does the staff member perform these planning and programming activities?

Does the staff member control the implementation of contracts?

Is the staff member conducting ongoing evaluations of project progress?

Does he/she use appropriate criteria to conduct evaluations?

Has he/she used information from the evaluations to identify and / or implement improvements?

Team working/interpersonal skills

How effectively does the staff member work as a member of a team?

Do the teams of which he/she is a member meet their goals?

How well does the staff member allocate time and effort effectively between multiple projects and teams?

How would you describe the staff member's interactions with external contacts?

Are they characterised by mutual respect and exchange of information?

Does the staff member interact effectively with individuals of different cultures?

How effective does the staff member express ideas and deliver information orally?

How flexible is the staff member in his/her job when circumstances alter the requirements of the work?

How does the staff member resolve conflicts?

Does he/she handle conflict situations logically and tactfully?

Leadership

How has the staff member demonstrated leadership capabilities?

Does the staff member assist with defining and implementing the Agency's strategic goals?

How does the staff member take an active role in leading others to respond to change? How is this change accomplished?

Does the staff member take the initiative in completing tasks; does he/she look ahead and identify difficulties and opportunities?

How is the staff member viewed by peers and subordinates?

How well does the staff member motivate others to get their jobs done? Does the staff member demonstrate high standards or ethics?

Staff Development (where supervision is involved)

Is the staff member accessible to others and responsive to their concerns?

How clearly does the staff member communicate to others what is expected of them?

Does the staff member provide constructive and timely feedback, which is fair and accurate?

Is the staff member supportive of professional development efforts?

Does the staff member provide his/her staff with opportunities for informal/formal training and development?

How well does the staff member manage individuals from diverse backgrounds?

Professionalism

Is the staff member reliable?

Does he/she regularly fulfil duties in a competent manner?

Does the staff member manage his/her time effectively?

Does he/she require assistance in managing time or does he/she independently prioritise and complete tasks?

Does the staff member complete and deliver work according to schedule?

Improvements

Can the staff member's performance in any particular skills area be improved?

ANNEX 2

Managing performance problems

Care must be taken when, in the process of the staff report or routine evaluation, it becomes clear that a staff member's performance needs improvement or is seriously deficient. It is important to the assessor and to the staff member that performance problems are identified as early as possible so that corrective action can be taken. Both the assessor and the staff member should discuss problems as soon as they are identified and work together to give the staff member the opportunity to show successful performance.

Some initial questions to ask to attempt to ascertain the cause of poor performance are:

Is the staff member's lack of success due to unrealistic work objectives and performance measures?

Are the problems serious enough to be documented?

Are there unforeseen mitigating factors?

Is the staff member aware of the problem?

Is the problem job performance or conduct?

Is the problem one that specific training or closer supervision might alleviate?

How long will it take the staff member to correct the problem?

Performance problem factors are listed below:

Staff

Failure to meet the stated objectives,

Unacceptable performance on any area, which is deemed critical,

Reluctance to accept responsibility,

Lack of adaptability,

Failure to carry out assigned tasks properly within the established time frame or a reasonable period of time if no deadline was specified,

Refusal to accept or to implement legitimate instructions from authorised staff,

Inability or unwillingness to work fairly and co-operatively with managers or colleagues,

Deficiencies in developing the substantive knowledge required for the position.

Managers

Unfair or incomplete or late staff reports,

Inefficient use of financial, human and physical resources,

Failure to anticipate and plan for future requirements,

Failure to meet deadlines,

Failure to set appropriate priorities,

Failure to show sound organisational skills and personal work habits such as ability to plan and organise assigned work effectively, establish priorities or follow-up and complete tasks on time

If performance problems exist, especially where the problems are significant enough to potentially lead to disciplinary action the assessor needs to document these problems in a memorandum and to communicate them to the staff member in a review or during the staff report review or as soon as the problem is identified. Such memoranda should be signed by the assessor and the staff member and, if necessary, sent to Personnel for inclusion on the staff member's file.

The assessor should give the staff member the opportunity to improve within a reasonable period relative to the problem as well as the support needed to succeed.

Annex II b

360 performance evaluation policy

Please note that the following annex is a historical document that has not been updated to reflect the new corporate identity of the European Medicines Agency.



European Medicines Agency
Executive Director

15 June 2009
Doc. Ref.: 2333

EMEA- 360° performance evaluation policy

1 360° Policy Scope

1.1 This policy applies to Heads of Unit, Heads of Sector and Section Heads.

2 Objective of 360° performance evaluation

2.1 The intention and objective is to help to develop management at the Agency so that all managers and sub delegated managers perform in line with the needs of the Agency and to their own best potential, see annex 1. The 360° information approach will assist management in their career development, provide qualitative feedback on performance and on training needs. Input to performance review from a greater number of persons, which may include persons external to the Agency where relevant, adds value to the performance evaluation of staff in management roles. The purpose of gathering these points of view and experiences of the person's performance is to highlight strengths and weaknesses so that there can be an open discussion with the Reporting Officer (Executive Director for Heads of Unit and Head of Unit for Heads of Sector and Heads of Sector for Section Heads), contribute to clarity about areas for improvement and how to tackle these issues.

3 Responsibility for the 360° performance evaluation

3.1 The Head of Unit as the Reporting Officer is the responsible party for Heads of Sector and the Head of Sector is the responsible party as the Reporting Officer for the Section Head.

3.2 The Executive Director, as Reporting Officer, is the responsible party for the Heads of Unit.

4 Role of the Reporting Officer

4.1 The Reporting Officer informs the concerned staff member of the four persons he/she has nominated and notes the names of the four persons nominated by the staff member.

4.2 The Reporting Officer considers and responds to the staff member's objections sent within the time limit about the Reporting Officer's nominations for raters. The Reporting Officer responds in writing to the staff member's objections maintaining the nominations and explaining why or making other nominations. The Reporting Officer passes this exchange of correspondence to Human Resources (HR) for temporary retention and also informs HR and the staff member in writing of the final list of names to whom the questionnaire is sent.

5 Frequency of 360° performance evaluation

5.1 It is carried out every two years with the two yearly performance evaluation. It is not carried out should an interim performance evaluation be done.

6 Process to carry out the 360° performance evaluation

6.1 A questionnaire is sent to 10 people. The questionnaire concerns the competencies expected of managers at the EMEA, see also annex 2 on managerial responsibilities at the EMEA. The

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questionnaire has several areas. For each area there are a number of questions. For each question there is a range of ratings. All questions must be answered. For any rating an example or comments must be given. It is through these examples and/or comments that the strength or weakness of a particular area of performance can be assessed and discussed. The questionnaire is completed anonymously. The responses to the questionnaire are anonymous and treated with due confidentiality. Responses should be made in the spirit of open and fair communication. The responses are sent to the external company only.

7 Nomination of raters and appeal process

7.1 The Reporting Officer decides on four people, called raters, and informs the staff member concerned of their names. The Reporting Officer will also complete a questionnaire, thereby being the 5th rater. The staff member also decides on four raters and informs the Reporting Officer of their names. The staff member as a 5th rater will also complete a questionnaire, a self assessment. These are the 10 people to whom the questionnaire is sent by the external company.

7.2 The four raters chosen by the Reporting Officer and by the staff member must have a proven record of co-operation and a regular working relationship with the staff member of at least six 6 months duration so that they can contribute to the evaluation in a fair and appropriate manner. The raters identified by the Reporting Officer and the staff member should be balanced among peers/working at the same level as the staff member, hierarchically above the staff member and reporting to the staff member in question. For Heads of Unit and Heads of Sector the raters chosen may be external (external includes the scientific committees) to the EMEA and must have known the Head of Unit or Head of Sector for at least 6 months on a professional basis. A maximum of two external raters can be nominated and should be of a grade/level of responsibility equal to that of the Head of Unit or the Head of Sector in question.

7.3 The Reporting Officer cannot object to the nominations of the staff member. The staff member can only object to the nominations of the Reporting Officer on the grounds that they do not have a proven record of co-operation and a regular working relationship of at least six months with the person concerned. Objections must be made in writing within three working days of receipt of the nominations.

7.4 The Reporting Officer will consider the objection(s) and has five days in which to respond by maintaining the nominee or by nominating a replacement. Their decision and the reason (s) supporting it, must be communicated to the staff member in writing. The staff member may not make additional objections following this decision.

7.5 The exchange of correspondence must be retained by the Reporting Officer until the performance evaluation report has been finalised. The Reporting Officer then sends the exchange of correspondence to HR which will retain it for four months following the finalisation of the performance evaluation report in the event of any appeal. HR will then destroy the material in a confidential way.

8 Rater nominations actioned by Human Resources

8.1 The Reporting Officer sends the final list with the eight nominations (their four and the four of the staff member) to HR with a copy to the staff member. HR will inform the external company of the raters. This company will send the 10 persons concerned the questionnaire for completion stating the deadline for response and having pre filled the factual elements, e.g. name, personnel number, job title, period covered. The 360° questionnaire will be numbered so that responses are tracked and for no other purpose.

9 Deadline for response

9.1 Raters have a maximum of two weeks to respond to the questionnaire. The deadline should be respected as otherwise the performance evaluation report is delayed. For exceptional reasons, illness or absence on leave, an additional two weeks following the original deadline is allowed

10 Collation of responses

10.1 The external company will collate the responses following the additional deadline and first of all, provide a report to the staff member and discuss this report with the staff member. Separately the external company will prepare an anonymised overview report for the Reporting Officer (collated responses together with the text comments). The overview is not disclosed to any other person. The external company is available to discuss this report with the Reporting Officer. Collation work is done by the external company in order to maintain confidentiality.

11 Use of overview report

11.1 The collated overview report is used within the performance evaluation discussion and for the ratings of the performance.

12 Retention period for responses

12.1 The external company will retain the anonymous questionnaire responses for four months following the conclusion of the performance evaluation report in case of any appeal and for the duration of any appeal. Then the external company will be notified by HR and they will destroy all the material in a confidential manner.

13 Filing of overview report

13.1 The overview report provided to the Reporting Officer is filed on the staff member's personal file together with the performance evaluation report. The report provided to the staff member is for the staff member only and is not filed on the personal file

14 Requirement to respond to a 360° performance evaluation questionnaire

14.1 A rater is required to respond within the time limit set for a 360° questionnaire. It is important to take such questionnaires seriously. One is being asked to comment on and to contribute to a manager's performance evaluation. As many responses as possible are needed from the 10 persons asked to complete the questionnaire for the information to have validity. The compilation of the responses to the questionnaires is an essential and important part of the performance evaluation procedure. One should respond on the basis of one's own direct experience and professional relations of the staff member as well as things that one has seen or witnessed in a working context.

15 Minimum number of responses

15.1 The total number of questionnaires issued is 10. A minimum of six responses is needed by the additional deadline for the overview report. Failing receipt of at least six responses by the deadline including reminders, the external company will inform HR which will contact the raters in order to encourage responses.

16 Timetable Matters

16.1 The Reporting Officer informs the staff members of the four persons they are nominating to complete the questionnaire and asks the staff member for the four persons they wish to nominate.

16.2 The staff member must object in writing within three working days of receipt of the nominations of the Reporting Officer.

16.3 The Reporting Officer will consider the objection and has five days in which to respond by maintaining the nominee or by nominating a replacement. The staff member may not make additional objections following this decision.

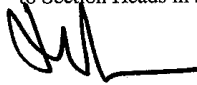
16.3 There is two weeks in which to respond to a 360° questionnaire with an additional two weeks for exceptional reasons.

17 Appeals

17.1 The 360° review is part of the information that is pertinent for a performance evaluation of the staff member concerned in line with this policy. The performance evaluation report has an appeal process within that procedure. Any appeal under Article 90 of the Staff Regulations can only apply to the performance evaluation report

18 Effective Date

18.1 This policy takes effect on 15 June 2009. This policy applies with effect only from 15 June 2011 to Section Heads in service at that time or appointed thereafter.



Thomas Lönnngren
Executive Director

Managerial responsibilities

1. Leadership

Leaders establish unity of purpose and the direction of the Agency and its activities. They create and maintain the internal environment in which people can become involved in achieving the European Medicines Agency's mission and objectives. Leaders are committed to ensuring that the EMEA's management system is developed, implemented and continuously improved.

Think strategically: Assist in developing the Agency's vision and strategy

Motivate: Gain commitment to the Agency's vision and strategy, inspiring and motivating staff to contribute to achieving common goals

Manage own contribution: Maximise own contribution to shared goals and objectives by identifying own values, motivations, capabilities and capacity, seeking guidance where necessary and where values and practices are in conflict

Develop own capabilities: Evaluate own knowledge, skills and competence in the light of job requirements and personal aspirations, planning and evaluating learning and development

Lead business procedures and projects: Develop and implement, or contribute to, business plans and budgets that meet the Agency's goals and objectives, assessing and managing risk, implementing the plan, monitoring implementation, reviewing effectiveness and reporting results

Lead meetings: Organise and lead meetings effectively, and make effective contributions to meetings, in order to achieve objectives

2. Involvement of people

People at all levels are the essence of the Agency and their involvement enables their abilities to be used to the benefit of the EMEA and its stakeholders and partners.

Manage staff:

Value and promote the benefits of diverse capabilities and styles, communicating their contribution to the achievement of shared goals and objectives

Identify the capabilities required to meet business objectives, recruit people possessing these capabilities, and provide them with an appropriate induction training programme so that they can be successfully integrated into the team

Deploy people most effectively to meet business objectives, and keep this under constant review

Manage the development of people's knowledge, skills and competence by assessing needs and providing access to training

Manage people's performance, ensuring that they remain with the Agency and continue to contribute effectively by agreeing goals and mutual expectations, and providing motivation by evaluating and providing feedback on their contribution

Identify when people are affected by problems, helping them to understand and address the problems and referring them to other services for assistance where appropriate

Build teams capable of achieving their goals and objectives by identifying skills and potential, allocating people to appropriate roles, encouraging effective teamwork, motivating high levels of performance, and providing opportunities for team members to gain new experience and skills

Build relationships: Develop and continuously review relationships with colleagues, agreeing respective roles, responsibilities, rights and expectations, and providing an effective role model

Communicate: Identify the needs of the audience and decide on appropriate methods and media to transfer information and knowledge to others, evaluating the effectiveness of communication and responding to feedback

Work environment: Provide a healthy, safe and secure working environment and working practices, ensuring that these are conducive to productive work

3. Stakeholder1 and partner2 focus

The Agency depends in part on its stakeholders and partners for input into its processes, while it provides services for others of them. It is able to do so thanks to internal and external stakeholders and partners constituting or providing its resources. The Agency should therefore identify and understand current and future needs and requirements and should strive to meet and exceed stakeholders' and partners' expectations and balance its response to contradictory ones³.

Provide corporate governance: Ensure that the Agency meets its statutory obligations and responsibilities in a manner consistent with its Code of Conduct

Meet needs of stakeholders: Identify target audiences, communicating existence of relevant services, delivering services according to specifications, and evaluating level of satisfaction with services

Manage conflict: Understand the causes of conflict and its effects, taking action to remove the causes of conflict and minimise adverse effects

4. Process approach

The desired results are achieved more efficiently when activities and related resources are managed as a process, i.e. as a chronological sequence of actions and decisions, which ultimately lead to an output.

Develop processes: Plan and develop processes needed for the realisation of Agency objectives and services, implementing process analysis in a systematic way

Lead innovation: Fostering a climate of continuous improvement, evaluate and challenge working practices taking account of cost, benefit and risk

Use technology effectively and efficiently: Assess the advantages and disadvantages of technological developments relevant to area of responsibility in order to achieve goals and objectives, implementing where appropriate and evaluating effectiveness

5. System approach to management

Identifying, understanding and managing interrelated processes as a system contributes to the effectiveness and efficiency of the Agency in achieving its objectives.

Manage quality: Manage (or support) the establishment of measurable quality objectives, consistent with the documented IQM system and quality policy

Manage risk: Manage (or support) implementation and maintenance of the Agency's risk management system

Manage change: Manage (or support) the processes to ensure that change is planned, communicated and implemented effectively

Inform: Manage (or support) organisational systems for information, knowledge and

¹ Examples of stakeholders include: patients, pharmaceutical industry, healthcare professionals, and staff.

² Examples of partners include: National Competent Authorities and the European Commission.

³ For example, the expectations of the public and of pharmaceutical industry may differ.

Annex II c

Planned performance evaluation form

CONFIDENTIAL

DRAFT

PERFORMANCE APPRAISAL REPORT

(ARTICLE 15 and 87 of the rules laying down the conditions of employment of other servants of the European Communities)

The final report is filed on the Jobholder's personal file.

All parties must follow the annual appraisal schedule

1. Administrative details (completed by HR)

Annual report ☐

Carry forward report ☐

Interim report ☐

1. Period of Report: From: «wStReviewPer»	To: «NextReviewDate»
2. Last name and first name: «Surname» «Forenames»	
3. Personnel Number: «PayrollNo»	
4. Date of recruitment: «wTARecruitDate»	
5. Title:	
6. Unit & Sector: «DeptDivision» «DeptName»	
7. Contract type/ Grade: «CurGrade»	
8. Change of Unit, Sector, Section, grade, title, contract type:	
9. In this position since:	During period (if any):
10. Reporting Officer:	

2. History of appraisal results (completed by HR)

Appraisal exercise year/period	n-3	n-2	n-1	n
Outcome				

3. Signatures and circulation

	Action	To sign by	Signature	Date
1	Transmission of draft report to Jobholder	Reporting Officer		
2	Agreement with report (with or without comments (transmission to RO)	Jobholder		
3	Disagree with report reconsideration requested (transmission to RO)	Jobholder		
4	Final report (transmission to JH)	Reporting Officer		
5	Reasoned appeal to appeal assessor (transmission to AA)	Jobholder		
6.	Transmission of final report with or without amendments to Jobholder and Reporting Officer	Appeal assessor		
7.	Transmission of final original report to Personnel section	Reporting Officer		
8.	Personnel section to file on personal file	Personnel section		

4. Analytical Evaluation (to be completed by Reporting Officer)

For the purpose of the evaluation the terminology has the following meaning:

1. Outstanding

Consistently high performance. Exceeded the majority of objectives or achieved all objectives in spite of very great difficulties in the workplace. The majority of performance measures were exceeded. Effort/achievement above 100%

2. Exceeds expectations

Exceeded some objectives or achieved all objectives in spite of particular difficulties in the workplace. The majority of performance measures were exceeded.

3. Good

Achieved all the objectives with some additional objectives. Performance measures were met in all cases and exceeded in some cases.

4. Improvement required

Alert threshold, less than the majority of objectives were met, though they were within the Jobholder's control. Up to half the performance measures fell below the level required, though they were within the Jobholder's control. Corrective action required.

5. Insufficient/significant improvement required (structured improvement plan is mandatory)

Less than half of the objectives were met though they were within the Jobholder's control. Half of more of the performance measures fell below the level required, though they were within the Jobholder's control.

Note for Reporting Officer

Where Outstanding is selected the comments box **MUST** be completed for the relevant element. The same applies for Insufficient/significant improvement required or Improvement required.

For each of these ratings the Head of Unit must be copied and the Reporting Officer/Appeal Assessor must refer the case to the Head of Administration before the evaluation can be assigned.

Appraisal (to be completed by Reporting Officer)

4.1 Performance (to be completed by Reporting Officer)

Review and appraisal of results achieved in carrying out activities and projects, also with reference to relevant objectives established for the reference period. Appraisal dimensions: working methods, quality of work, productivity, management of resources, performance measures.

Cross each of the boxes below to express the results of the analytical evaluation and complete the total evaluation score.

Appraisal dimensions	Significant improvement required	Improvement required	Good	Exceeds expectations	Outstanding	Not applicable
Points (0.5 point allowed)	0	1	2	3	4	
Achievement of objectives related to efficiency <i>Achieved efficiency-related objectives established for the reference period (planning work, identifying additional objectives)</i>	☐	☐	☐	☐	☐	☐
Working methods <i>Organises work to meet standards or commitments (time, procedure, budget, etc.). Adjusts way of working to focus on priorities or new demand. Seeks continuous performance improvement.</i>	☐	☐	☐	☐	☐	☐
Quality of work <i>Works rigorously and in an orderly manner. Produces accurate, thorough and reliable results, Learns from experience to avoid errors and mistakes.</i>	☐	☐	☐	☐	☐	☐
Productivity <i>Consistently produces expected results for assigned duties. Effectively manages multiple tasks and responsibilities. Is able to meet agreed objectives or commitments. Meets deadlines.</i>	☐	☐	☐	☐	☐	☐
Management of resources (managers only) <i>Makes effective and efficient use of available human and financial resources. Effectively sets objectives and distributes activities among the team. Accurately monitors and evaluates the progress of work. Drafts appraisal reports in compliance with standards and deadlines .Ensures EMA policies are adhered to. Ensure Health and Safety policies are adhered to.</i>	☐	☐	☐	☐	☐	☐
Total points						

Comments on performances

Achievement of objectives, activities and projects. Performance dimensions as listed above.

Management of resources (if applicable formal supervisory role, Section Head, Head of Sector, Head of Unit). Further information related to the area of performance, e.g. major strengths and areas for improvement.

4.2 Competencies/Ability

Review and appraisal of results achieved in carrying out activities and projects, also with reference to relevant objectives established for the reference period.

Cross each of the boxes below to express the results of the analytical evaluation and complete the total evaluation score.

Appraisal dimensions	Significant improvement required	Improvement required	Good	Exceeds expectations	Outstanding	Not applicable
Points (0.5 point allowed)	0	1	2	3	4	
Achievement of objectives related to ability <i>Achieved ability-related objectives established for the reference period (ability to efficiently apply relevant IT tools in the job)</i>	☐	☐	☐	☐	☐	☐
Professional knowledge/specific knowledge and know-how <i>Possesses updates professional knowledge and understands all aspects related to the job. Knows how to search for relevant information, and apply relevant reference material reliably. Demonstrates capacity to learn and to improve professional knowledge. Is familiar with EMA regulations, procedures and tools.</i>	☐	☐	☐	☐	☐	☐
Analysis and problem solving <i>Identifies key points and problems. Is able to analyse and identify links between issues. Considers alternative options and their impact on results. Know when and from whom to seek advice, and when to refer decisions elsewhere. Applying solutions, choosing solutions</i>	☐	☐	☐	☐	☐	☐
Communication skills including languages <i>Adapts methods and styles of communications to different situations and people. Gives information and instructions precisely and clearly. Listens carefully and asks questions to clarify understanding. Demonstrates interpersonal skills, public presentation skills, and/or diplomatic skills. Demonstrates drafting skills. Structures and presents information so that key points are easily understood.</i>	☐	☐	☐	☐	☐	☐
Management and supervisory capacity (only AD/AST staff with formally assigned managerial duties, with a focus on management of staff and leadership) <i>Coaches staff, identifies talents, plans and encourages their training and development. Consults and involves staff in decision making, explains decisions. Keeps staff informed and provides feed-back. Recognises and rewards achievement. Is able to delegate. Resolves conflicts in a constructive manner. Builds and maintains productive and fair working relations with other managers. Contributes to the development of the department/section. Promotes teamwork, creativity, openness to change and improvements among the members of the team.</i>	☐	☐	☐	☐	☐	☐
Total points						

Comments on Competencies/Ability

Achievement of objectives, activities and projects. Ability dimensions as listed above. People management and leadership skills (if applicable). Further information related to the area of Competencies/Ability, e.g. major strengths and areas for improvement. Comments on language skills.

Languages

Does the jobholder works mainly in his/her native language? Yes ☐ No ☐

4.3 Conduct

Review and appraisal of results achieved in carrying out activities and projects, also with reference to relevant objectives established for the reference period.

Cross each of the boxes below to express the results of the analytical evaluation and complete the total evaluation score.

Appraisal dimensions (to reflect achievement of objectives set)	Significant improvement required	Improvement required	Good	Exceeds expectations	Outstanding	Not applicable
Points (0.5 point allowed)	0	1	2	3	4	
Customer service orientation/sense of responsibility <i>Promotes and demonstrates appropriate service standards. Understands the point of view of internal and external customers. Responds promptly and constructively to enquiries. Promotes a positive image of the Agency and of the Unit/Sector/Section.</i>	☐	☐	☐	☐	☐	☐
Working with others <i>Builds and maintains constructive, productive working relationships with others. Shares information, knowledge and good practise with others. Develops the team spirit and contributes to creating a possible working environment. Provides and accepts constructive feed-back. Is helpful, approachable and flexible. Team work. Attitude to external actors, partners and stakeholders.</i>	☐	☐	☐	☐	☐	☐
Initiative, creativity and motivation/commitment to the job <i>Seeks and accepts responsibility. Makes suggestions for improvement of work. Demonstrates commitment to the job. Demonstrates commitment to own training and development. Is able to perform under pressure and adverse circumstances. Is open to changes required by the organisation.</i>	☐	☐	☐	☐	☐	☐
Total points						

Comments on Conduct

Achievement of objectives related to improvement of conduct and of behavioural competencies. Conduct dimensions as listed above. Further information related to the area of Conduct, e.g. major strengths and areas for improvement.

Overall points	Total
4.1 points Performance	
4.2 points Competencies/ability	
4.3 points Conduct	
Overall evaluation for 4.4 Total	

4.4 Overall evaluation (appraisal outcome)

A. Cross one of the boxes below to express the result of the overall evaluation which reflects the sum of the scores awarded to Performance – cf 4.1 above – Competencies/Abilities – cf.4.2 above – Conduct in the service – cf. 4.3 above.

- ☐ The jobholder's performance, competencies/abilities and aspects of conduct appraised as a whole were consistently outstanding and exceptionally above the level required for the post occupied.
This statement reflects a global evaluation score between 39.5 and 44 points (between 47 and 52 points for AD/AST staff with formally assigned managerial duties).
- ☐ The jobholder's performance, competencies/abilities and aspects of conduct appraised as a whole exceeds expectations and significantly above the level required for the post occupied.
This statement reflects a global evaluation score between 33 and 39 points (between 39.5 and 46.5 points for AD/AST staff with formally assigned managerial duties).
- ☐ The jobholder's performance, competencies/abilities and aspects of conduct appraised as a whole were good and periodically above the level required for the post occupied.
This statement reflects a global evaluation score between 26.5 and 32.5 points (between 31 and 39 points for AD/AST staff with formally assigned managerial duties).
- ☐ The jobholder's performance, competencies/abilities and aspects of conduct appraised as a whole required improvements and were below the level required for the post occupied, showing some problems that can be tackled with minor corrective measures.
This statement reflects a global evaluation score between 15 and 26 points (between 17.5 and 30.5 points for AD/AST staff with formally assigned managerial duties).
- ☐ The jobholder's performance, competencies/abilities and aspects of conduct appraised as a whole were insufficient and significantly below the level required for the post occupied, showing substantial shortfalls that require major corrective measures (mandatory structured plan/monitoring for improvement).
This statement reflects a global evaluation score between 0 and 14.5 points (between 0 and 17 points for AD/AST staff with formally assigned managerial duties).

B. Jobholder's strengths:

C. Jobholder's weaknesses/needs for improvement:

5. Development and mobility

5.1 Other activities in the interest of the Agency (if applicable to be completed by Reporting Officer)

Notes on other activities carried out during the reference period, which are outside the areas of responsibility of the post, and in the interest of the Agency e.g. membership in selection committees, membership in the staff committee, fire wardens, relevant external activities, etc.

Chairperson or Member of Joint Committee, Joint Instance, Disciplinary Committee, Listening Point, Internal Auditor, Staff Committee, SLC, etc.	Period of activity From: To: Type:	Noted on Job description: Yes ☐ No ☐
Chairperson or Member of Selection Committee	Period of activity From: To: Type:	Noted on Job description: Yes ☐ No ☐
Project owner or member	Period of activity From: To: Type:	Noted on Job description: Yes ☐ No ☐

5.2 Review of past training and development (if applicable completed by Reporting Officer)

Which training courses and other development activities carried out by the jobholder during the reference period have had an impact on professional development or on the level of service?

5.3 Lateral mobility/career development (if applicable completed by Reporting Officer)

Is the Jobholder interested/suitable for other positions within the Agency? Yes ☐ No ☐

Area/type of job interested in:

ANNEX 1

Self Assessment (to be completed by Jobholder)

A. Performance and achievement of objectives

Set out your main achievements and outputs, making an evaluation of the quality of the work performed. If applicable describe your contribution to other activities (unit, sector) which went beyond your assigned tasks/job description. If you faced difficulties in the work environment during the reporting period (indicate any work related factors which may have significantly affected performance), describe them and propose changes to improve the situation.

B. Results against performance measures

C. Competencies/abilities and aspects of conduct

Describe how well you demonstrated the competencies/abilities. Did you demonstrate any other competencies in addition?

D. Conduct

Describe how well you demonstrated the aspects of conduct required. Which competencies/abilities aspects of conduct would you like to develop for your current and /or future jobs?

D. Knowledge of languages

	Mother tongue	Oral Comprehension			Written Comprehension			Oral Expression			Written Expression			Ability to use for	
	(1)	3	2	1	3	2	1	3	2	1	3	2	1	Shorthand	Typing
BG	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
ES	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
CS	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
DA	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
DE	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
ET	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
EL	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
EN	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
FR	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
GA	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
HR	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
IT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
LV	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
LT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
HU	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
MT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
NL	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
PL	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
PT	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
RO	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
SK	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
SL	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
FI	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
SV	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
Other	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐	☐
3 = advanced				2 = average				1 = beginner							
(1) If your mother tongue is not one of the official Community languages, indicate the one of which you have a perfect knowledge and regard as equivalent to your mother tongue.															

E. Works published

(Give details of any works published – books, articles, etc. – during the reference period)

Signature of Jobholder

Date:

Completed by Reporting Officer only where Jobholder refuses to complete the self assessment within time limit of annual exercise.

Refusal of Jobholder attached (e-mail): Yes ☐ No ☐

Self assessment not annexed to final report. Self assessment absent

Signature of Reporting Officer:

Date:

ANNEX 2

Objectives for the next appraisal period

Indicate objectives for the next appraisal period. Objectives should focus on specific results to be achieved through activities and projects within the areas of responsibility of the Jobholder (corresponding appraisal area: Performance). If appropriate, one or two development objectives may also focus on the improvement of skills and competencies, or of behavioural aspects (corresponding appraisal area: Conduct)

Objective 1

Performance Indicators	Challenges and Considerations

Objective 2

Performance Indicators	Challenges and Considerations

Objective 3

Performance Indicators	Challenges and Considerations

Objective 4

Performance Indicators	Challenges and Considerations

Objective 5

Performance Indicators	Challenges and Considerations

Objective 6

Performance Indicators	Challenges and Considerations

Signature of Jobholder

Date:

Signature of Reporting
Officer

Date:

ANNEX 3

Training and development plan (to be completed by the Reporting Officer and the Jobholder)

Which training opportunities/development actions should be envisaged with reference to the post currently occupied, and to support further professional development? Indicate priorities.

Competence to be developed	Foreseen training		
	Interest for the service	Interest for the jobholder	Training Objective (i.e. what you should know, or be able to do after the training)

6. Approval

6.1 Reporting Officer's signature

Name and signature

Date:

6.2 Jobholder's signature

Name and signature
for acceptance without
comments

Date:

or

Signature for acceptance
with comments

Comments:

Name and signature

Date:

or

Signature for
Reconsideration by
reporting officer

Reasons for reconsideration:

Name and signature

Date:

Signature for
reasoned refusal
and request for
appeal by appeal assessor

Reasons/grounds for refusal and request for appeal:

Name and signature

Date:

6.3 Appeal assessor

Report final with no changes yes/no

Report changed, details below yes/no

Signature

Date:

Technical specifications - EMA/2012/03/HR annex III

List of EMA holidays in 2012

Annex III

List of EMA holidays in 2012



EUROPEAN MEDICINES AGENCY
SCIENCE MEDICINES HEALTH

London, 19 January 2011
Doc. Ref: EMA/12/4054

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.

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An agency of the European Union



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Technical specifications - EMA/2012/03/HR annex IV, V

IV - Summary checklist of documents which tenderers must submit

V - Exclusion criteria statement and detail of supporting documentation required

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).
 - Completed declaration in Annex V relating to Exclusion Criteria.
 - Documentation requested to enable assessment of Selection Criteria (points 13 and 14).
 - Documentation requested to enable assessment of Award Criteria (point 15).
 - Confirmation that the prices given are valid for six months from the date of submission of the tender (point 9.5)
 - 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, and exclusive of VAT, signed by an authorised representative of the tenderer.

END

ANNEX V

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.

photocopies of the completed declarations.

Technical specifications – EMA/2012/03/HR annex VI

Draft framework contract

DRAFT - Framework service contract

Contract number – EMA/2012/03/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/2012/03/HR of 24th January 2012)

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

Annex III – Sample Purchase Order

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 services for 360 performance evaluation of the Agency's management staff (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 request for the Service made by electronic mail ("Purchase Orders") is binding for the Agency 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] 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 (12) 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 3 times, each time for a period of execution of the Services of 12 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 6 months.
- I.2.5.** Within 5 working days of a Purchase Order being sent by the Agency, the Contractor shall return it, duly signed and dated. 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 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 Prices Index.

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.
- 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 Number.
- I.4.3.** The payment periods for the Charges will be stipulated in the relevant 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 address:

The Agency:
European Medicines Agency
HR Sector
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 two 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 provisions

[complete according to contractor's tender]

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 II.2 – Liability/indemnity

- II.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.
- II.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 II.13. The Agency shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3.** The Contractor shall indemnify and hold the Agency harmless from all such claims, losses, costs and expenses incurred or paid by the Agency, pursuant to Article II.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.
- II.2.4.** The Contractor's liability shall be capped at amount payable under the r Purchase Order (as appropriate)] 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 – Not applicable

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/2012/03/HR of [complete])

Annex II

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

Annex III – Sample Purchase Order



Purchase Order

Purchase Order Number: 4XXXXXXXXXX
(Please quote this number on Deliveries, Invoice and all other Correspondence)

Address Your Delivery to:

Vendor Number:

EMA Text:

Order Placed by
Valid From

Date dd.mm.yyyy
Valid To

Payment Terms: Bank Transfer xx days from Receipt

Item	Material	Description	Date Expected	Quantity	Unit	Price in	Net in VAT Rate	VAT in	Item Total in
Product / Procedure Type		Product Detail				Product Code	Application Number	Applicant Name	
xx			dd.mm.yyyy	1.000		0.00	0.00 0 %	0	0.00

Total Net in 0.00
Total VAT in 0.00
Total Gross in 0.00

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Page 1/1