



European Medicines Agency

London, March 5 2008
Doc. Ref: EMEA/3419/04/5736

Technical Specifications For Open Invitation to Tender
No. EMEA/2008/40/ES
Services to support EMEA's on-line communications activities

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Technical Specifications For Open Invitation to Tender
No. EMEA/2008/40/ES
Services to support EMEA's on-line communications activities

1. Title of the Invitation to tender

This document contains the Technical Specifications for the Open Invitation to Tender no. EMEA/2008/40/ES for services to support EMEA's on-line communications activities.

2. Objectives and Context of the Invitation to Tender

European Medicines Agency is an EU organisation based in Canary Wharf in the Docklands area of London (E14). EMEA was established in 1995 and operates under Council Regulation No 726/2004 to provide a system for the authorisation of medicinal products. EMEA is an Agency of the European Union and has its own legal personality. EMEA's budget is subject to checks and audits by the European Court of Auditors.

The work of EMEA 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 office for micro, small and medium sized enterprises and implements the orphan medicinal policy for rare conditions. It monitors the effectiveness and marketing authorisation procedures and works to legal deadlines.

EMEA seeks to provide high quality and timely information on medicines and related issues to Europe's citizens. Within the framework of legislation on access to information, its own commitment to transparency and the EMEA communications strategy, the Agency is seeking to re-energize its on-line presence through the redesign and relaunch of its corporate website and related on-line applications.

EMEA's current on-line audiences comprise the following non-exhaustive list:

- Patients or citizens 'interested' in the work of EMEA
- Organisations representing patients
- Healthcare professionals and organisations representing them
- Veterinarians and veterinarian organisations representing them
- The pharmaceutical industry
- European experts that attend EMEA scientific meetings
- European Union institutional partners and national competent authorities
- Academia: scientific institutions, research centres etc.

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- International partners
- The media
- Other parties such as companies wishing to participate in tenders organised by EMEA; individuals who wish to apply for recruitment selection procedures for EMEA.

The EMEA website has been growing organically which means that information on the site is no longer focused or intuitive for users and the large volumes of content mean that pruning and rationalisation are now needed. While EMEA has very strong in-house expertise in the areas of project management and IT, it requires further support in the field of development of websites from the communications and usability perspective. EMEA is therefore seeking to work with a suitable service provider that can provide complete support and consultancy services to EMEA's on-line activities over the next four years. This would include activities such as:

- User requirements gathered through robust research;
- Complete redesign services;
- Site audits to evaluate usability;
- Navigation logic and content structure;
- Prototyping - iterative user testing to ensure optimal user experience.

Please note that you will be asked to provide costing for both fixed deliverables (web redesign, user testing session etc.) and for times and means, i.e. costing for daily rates.

3. **Subject of the Tender**

The successful service provider will work closely with EMEA's staff and specifically the team responsible for EMEA's on-line public-facing information programme to ensure that EMEA moves into the next decade with world class information delivery.

The successful service provider will need to have proven creative skills and possess strong experience of planning and designing the public-facing interfaces of large corporate websites (user research, information architecture, navigation maps, user testing, detailed wireframes, graphic design and templates, technical specifications) with an emphasis on user-centred design and specifically the communications aspects of design. It is important that the service provider is

- able to engage with all forms of web content ¹and understands the character and context of public, not-for-profit organisations;
- able to develop an information architecture with relevant taxonomies;
- able to engage with EMEA's communications strategy to find ways to translate this across its on-line tools and to identify ways of repackaging existing content to make it more user-friendly and bring added-value;
- able to integrate into design work the technical limitations of a Content Management System (CMS) and related web publishing tools;
- has a creative approach and is able to understand the character and remit of the Agency;
- can show evidence of long-term relationships with clients over several years that demonstrates continuity and understanding of business needs and changing requirements.

¹ Text, images, documentation, multimedia, etc.

Some of the services included in this tender may also be used for supporting the development of the EMEA intranet and other on-line applications as they are developed by the Agency over the next four years.

IMPORTANT: Please note this is not an IT-focused service. The service provider will not be asked to customise or build a CMS or other web publishing/information management systems as part of this tender.

EMEA considers that it may require the following services during the proposed four-year period of this contract:

- A. Website redesign project (not IT systems development)
- B. Web user-testing services
- C. Web 2.0, multimedia (HTML, CSS, Flash). IA, and graphic design support services
- D. Web audience research services

More detail on each of these areas is given below.

A. WEBSITE REDESIGN PROJECT

As a first step, EMEA is looking for a service provider to redesign the EMEA website (<http://www.emea.europa.eu/>) and related applications that contain public-facing information. Currently this includes EudraPharm (<http://eudrapharm.eu/>).² This will be the first specific contract within the four-year framework contract. The redesign project will specifically include interviews with staff and other stakeholders to understand web requirements and general research into current on-line activities and a review/audit of the current on-line offering, development of an information architecture and related taxonomies, navigation maps, detailed wireframes, graphic design and HTML templates for main content pages, user research and user testing of prototypes, and technical specifications documents detailing the functionality of each page so that the design can be built on the CMS.

The service provider is not required to build the design on a CMS or develop a CMS.

The process would be iterative with the service provider reporting regularly to the project management team at EMEA before sign-off for the next stage of the project. User testing on prototype sections or pages of the new site would be expected as part of this iterative process. The service provider is not expected to implement the new design on EMEA's CMS, but is required to provide all materials (full documentation including technical specifications, styleguide, HTML templates, graphics etc.) for EMEA to do this smoothly and efficiently. The service provider will be required to take technical specifications and limitations of the CMS into account. Currently EMEA is in the process of selecting a web publishing solution.

Broadly such a project is expected to include the following components over a six-month period. It is anticipated that this project would start immediately following the framework contract award and signature.

Component 1 – Understanding EMEA's web strategy and project goals and completing user research

² Please note that the related applications do not have multiple layers of information or complicated navigation. The redesign of these applications would nominally be visual, i.e. graphic design and HTML template development although some IA work and user testing would be required.

This component focuses on the importance of the service provider understanding EMEA's mandate and the underlying communication goals of the EMEA website and on-line public-facing information as well as the current content and structure of the website. Tasks in component 1 include:

- Information gathering activities to ensure that the service provider has a general understanding of EMEA's mandate and its role in the provision of information on medicines and other pharmaceutical regulatory topics;
- Interviews at EMEA's office premises with relevant staff to acquire a complete understanding of the project's goals, future needs and objectives;
- Interviews (10 sessions at EMEA headquarters) with key users (pharmacists, healthcare professionals for example) to understand how they as a group would like to view and access EMEA information online;
- A review of existing research (web surveys, web statistics reports, Webmaster emails etc.)
- A comprehensive content audit and accompanying report of the current website.

Component 2 - Concept development and testing of new Information Architecture and navigation

This component focuses on understanding the needs of stakeholders both internal and external and turning these ideas into a tangible and usable product reflected in the development of an information architecture and related taxonomies as applied to all forms of identified content. This component should include the following elements:

- Concept/design workshops (persona and scenario workshops for example to understand how the sites is used) with selected EMEA staff and external EMEA stakeholders (six sessions);
- Initial information architecture with first set of taxonomy work and controlled vocabularies;
- Testing of initial designs on key user groups (six sessions).

Component 3 – Final Information Architecture (IA) and navigation

Component 3 is the final output of Component 2. It is important that any restrictions placed on the development of an IA by the EMEA CMS be taken into consideration by the service provider when finalizing this component. This component could include some of the following:

- Final concept/prototype creation
- Testing of final prototypes on key users (four sessions)
- Changes to prototypes, if required
- Final IA specification with flows and complete wireframes per page
- Taxonomies

Component 4 – Graphic Design of website interface

The service provider will work to develop a suitable graphic design for the EMEA website based on the EMEA corporate identity and the navigation and information architecture resulting from component 3.

Component 5 – Final delivery

Delivery of completed IA, technical specifications, all graphic material, HTML templates and styleguides as per EMEA technical requirements. Please note that the successful tenderer may be required to supply HTML templates and graphic design elements in up to five European languages. EMEA would supply translations but the service provider would need to ensure that graphics (banners etc.) are delivered in the appropriate language.

Place of execution of services	London
Timeline and duration of service	7 month period
frequency	Every four years
Final deliverable	Complete content audit, complete navigation

	maps and related basic taxonomies, complete technical specifications, complete wireframes, complete HTML templates, complete graphic images
Anticipated resources required (non exhaustive but minimum members to be part of project team)	Project manager, information architect, graphic and HTML template designer, usability specialist
Purpose of the assignment	To provide the design and functionality for the new EMEA corporate website and related public-facing applications

B. WEB USER-TESTING SERVICES

Regular user testing of new pages, sub-sections of the site as well as other EMEA on-line applications within the EU Telematics family of applications and the EMEA intranet to ensure that labelling, navigation and accessibility standards are reached is a key requirement for EMEA.

Activities to be delivered:

- One-day user-testing on mock-up wireframes/HTML pages following specific tasks and using eye-tracking technology and other analysis with five participants. Report of findings to EMEA.
- One day user-testing workshop using card-sorting/labelling exercises or similar with five participants. Report of findings to EMEA.
- Accessibility audits on existing web sections, pages or sites to check for WC3 compliance and other standards identified by EMEA. Report of findings to EMEA.

Place of execution of services	London
Estimated frequency	Twenty times per year (estimate)
Final deliverable	Report per session
Anticipated resources required	Workshop coordinator and/or report author, and/or accessibility specialist
Purpose of the assignment	To understand if designs are usable by key audiences

C. GRAPHIC AND HTML & CSS DESIGN AND MULTIMEDIA SUPPORT SERVICES

Graphic design

The service provider would be expected to execute on an ad hoc basis, based on a briefing from EMEA, the development of graphic mockups of web pages based on new requirements including the supply of banners, .gifs and jpgs for new web activities. In addition the service provider could be expected to supply animated/interactive maps, charts, tables, images and flash presentations when required. The service provider would be expected to source imagery from appropriate image libraries. This cannot be separately charged to EMEA and must be included in the costing.

Information architecture

The service provider may be required on an ad hoc basis to review or develop the information architecture and related taxonomies of new web sections or new applications. This, for example, could apply to the EMEA intranet or Telematics websites. Search Engine Optimization (SEO) services would also be another area where EMEA would need advice.

HTML and CSS design

The service provider will be expected to produce on an ad hoc basis, based on a briefing from EMEA, HTML templates and related CSS for new web pages.

Web 2.0

On an ad hoc basis, the service provider will be expected to advise on and help develop if required EMEA's Web 2.0 presence. This could include blogs, wikis, podcasts and RSS feeds and new developments as and when they become commonly recognized. This would be within an advisory role. The design and navigation of a blog, for example, would be resourced by other areas of this tender.

Place of execution of services	London
Timeline and duration of service	150 days per year (estimate)
Anticipated resources required	HTML/Flash designer, graphic designer, Web 2.0 consultant, information architect
Purpose of the assignment	To provide graphic design, HTML templates with CSS, multimedia, advice on Web 2.0

D. WEB AUDIENCE RESEARCH SERVICES

We are looking for a service provider to provide ad-hoc quantitative and qualitative research services so that we can regularly take a temperature check of on-line audience needs as we move through each year. Such research could include:

- web surveys
- face to face surveys with specific audiences either selected by EMEA or recruited by the service provider as per agreed user profiles.
- focus group sessions with specific audiences either selected by EMEA or recruited by the service provider as per agreed user profiles.

Place of execution of services	London
Frequency	Web survey: 4-5 per year (estimate) Other sessions: 20 times per year
Final deliverable	Complete reports per activity containing both quantitative and qualitative data
Anticipated resources required	Survey designer, and/or market research specialist, and/or report editor
Purpose of the assignment	To understand audience needs

Delivery of materials

The service provider would be expected to set up and host an area where all information related to its work with EMEA can be stored and accessed by EMEA (FTP or equivalent). This cost is included in quoted prices and cannot be an added extra to any part of this tender.

Project management: central point of contact

EMEA expects to work with the service provider in close and integrated relationship over the four year framework contract period. As part of its work with EMEA, the service provider will be expected to ensure that there is a lead project manager who is the central point of contact between the company and EMEA for tasks and deliverables described in this tender. A lead project manager should be included in the list of CVs referred to as part of the award criteria in section 15.1. and costing for this profile is included in the costing annex.

4. Participation in the tender

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 Communities 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 Organization 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.

Subcontracting is not permitted as part of this tender.

5. Additional documentation available to Tenderers

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

6. Information Visit – not applicable

7. Variants – not applicable

8. Estimated contract volume

The estimated contract value, without this being binding on EMEA, for the deliverables and services detailed in this tender is €1.8 million over a four-year period.

9. Price

9.1 Currency of Tender

Prices should be submitted in Euro. The costing sheet attached to these specifications must be used to submit a tender. Please note that any financial costing sheet must be submitted in separate binders or folders, which must be clearly labelled.

9.2 All-inclusive prices

Prices submitted in response to this tender must be inclusive of all costs involved in the performance of the contract (e.g. to include graphic materials, use of user-testing laboratories, delivery of materials, travel, subsistence etc). No expenses incurred in the performance of the services will be reimbursed separately by EMEA.

9.3 Price Revision

Prices shall be fixed and not subject to revision for specific contracts concluded during the first year of performance of the framework contract.

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

This revision shall be determined by the trend in European Index of Consumer Prices (EICP) published by the Statistical Office of the European Communities in its monthly bulletin under the theme of Economy and Finance: Harmonized Indices of Consumer Prices (<http://europa.eu.int/comm/eurostat/>).

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 revision of prices.

9.4 Costs involved in preparing and submitting a tender

EMEA 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.

EMEA 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

Payment shall always be made in arrears by EMEA according to milestones and deliverables established in each specific contract.

11. Contractual details

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

EMEA wishes to conclude a framework contract to provide services, as and when required, for a period of four years, initially for a period of one year with the possibility of a maximum of three renewals each of one year. A framework contract will establish the terms governing specific contracts to be awarded during a given period, in particular with regard to price.

Signature of the framework contract imposes no obligation on EMEA to order services. Only the implementation of the framework contract through specific is binding for EMEA.

Each specific contract will contain details of deliverables and timelines for particular services to be provided.

12. **Exclusion criteria**

Tenders 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 Community's financial interests;
- following another procurement procedure or grant award procedure financed by the Community budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations.

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

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

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

13. **Selection Criteria: Financial and Economic Capacity**

Tenderers are requested to provide the following documentation to enable an assessment of their financial and economic capacity.

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

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

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

14. **Selection Criteria: Technical and Professional Capacity**

Tenderers are requested to provide the following documentation to enable an assessment of their technical and professional capacity:

- a short presentation of the company demonstrating extensive experience in the types of services described in this tender to large private or public organisations that have websites with a significant public information remit. This presentation should detail experience with information architecture development, user experience and usability exercises, interface design, graphic and HTML template development, organising and running workshops with content owners and users, and user research;
- An example of long-term (2 years plus) relationship with a previous/current client where similar technical expertise to that required by EMEA has been provided;
- an example of an on-line survey used to gather users' views of an existing website with an accompanying report produced in the last two years for a client;
- an example of an intranet redesign carried out in the last two years for a client;

- an example of a usability audit carried out in the last two years for a client;
- an example of a user-testing exercise carried out in the last two years for a client;
- details of any quality assurance accreditation that the tenderer holds. If no accreditation held, please provide an outline of any quality assurance policy. Please also provide details of any quality assurance accreditations for which you have applied.
- proof of authorisation to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.

15. Award Criteria

Once the tenderer has demonstrated the appropriate capacity to perform the contract on the grounds of the selection criteria, the offer will be assessed on the basis of the award criteria. The award criteria serve to identify the most technically and economically advantageous tender. The quality of each offer will be evaluated in accordance with the award criteria and the associated weighting. No award criteria and subcriteria other than those detailed below will be used to evaluate the offer.

The award criteria for this tender shall be evaluated as follows:

1. Quality of the services to be provided:	40 points
2. Quality of the team proposed to carry out the assignment:	10 points
3. Price:	20 points
TOTAL: 70 points	

The above points will be awarded following an initial evaluation of the tenders. A minimum of 35 of the 50 points for quality (1 and 2 above) must be achieved. Any tenderer not reaching this amount of 35 points will be eliminated from the procedure. A maximum of five tenderers with the highest scores out of 70 points will be short listed to give a presentation. Such presentation is mandatory and any tenderer declining to give a presentation will be eliminated and the next ranking tenderer invited to attend instead. It is expected that tenderers will be informed by the last week in May 2008 if they will be required to give a presentation. Presentations must be given in English and are expected to take place in the first week of June 2008. The results of the presentation will form part of the award criteria.

A maximum of 30 points will be awarded for the presentation, giving a total score out of 100. The most economically advantageous tender shall be that with the highest score out of 100.

Price shall be evaluated by using the following formula:

$$\frac{\text{Lowest price} \times \text{weighting for price}}{\text{Tenderer's price}}$$

The tenderer's price shall be determined by evaluating the costing sheet and taking into account the cost of the projects indicated and the hourly rates for further services.

15.1 Clarification regarding the award criteria:

In order to allow the assessment of the award criteria, the following documents must be provided by the tenderer as part of its submission:

- a two page summary (Word Document) summarising the problems and difficulties (if any) of the current EMEA website at <http://www.emea.europa.eu/>; and a one page document summarising the problems and difficulties of the EudraPharm application at <http://eudrapharm.eu/>
- project plan: a detailed description of how the redesign project described in section 3A will be organised and implemented including a detailed work schedule which follows the key components listed. In addition, please include a one page summary of this project plan.
- three separate graphic mockups (printed on colour paper and on the CDROM in .gif or JPG or any other graphic format which is easy to open) of how the following pages could be recreated:
 - the EMEA homepage at <http://www.emea.europa.eu/>
 - the product information page for one of the medicines listed in this section: <http://www.emea.europa.eu/htms/human/epar/a.htm> For example, Abilify - <http://www.emea.europa.eu/humandocs/Humans/EPAR/abilify/abilify.htm>
 - this page of the EudraPharm application at <http://eudrapharm.eu/eudrapharm/welcome.do?selectedStaticLocale.languageCode=en>
- a list of the experts proposed for the assignments with their individual CVs; please attach Curricula Vitae, clearly showing the qualifications and professional experience, of the staff members of the tenderer within the relevant business area; Such CVs should be submitted without indication of any name. Each CV should bear a number only and the tender should include a separate list showing the association between these numbers and actual names.

The following elements will be also be taken into account to evaluate the quality of the services to be provided:

- *Project plan*: evidence that the tenderer has taken into consideration all the aspects of the services required in the description of the project for the redesign of the website detailed in 3.1A;
- *Graphic Design*: a high quality graphic design proposal;
- *General ability to understand the project*: understanding of the project's goals and EMEA's current on-line problems and challenges as well as those of the Eudrapharm application.

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 letterheaded 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 and fax numbers, e-mail address and website address;
 - any other different current or previous trading name;
 - the name and contact details of the person who may be contacted with any queries regarding this tender;
 - the legal status of the Tenderer;
 - if the Tenderer is a partnership the full details of the partners;

- if the Tenderer is a company the company registration number, VAT registration number and date of incorporation;
 - if the Tenderer is a member of a group of companies and if so the relationship between the Tenderer and the ultimate holding company, the name and address of the holding company and its registration number, whether the ultimate holding company would be prepared to guarantee the liabilities in connection with this contract;
 - details of organisational structure including organisation chart;
 - number and locations of premises;
 - number of employees;
 - name of the person authorised to sign contracts on behalf of the Tenderer.
- Completed declaration in Annex II 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 (15.1 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 EMEA.
 - An undertaking to inform EMEA promptly following any matter which would alter or add to any of the information given in response to this tender.
 - 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.
 - Tenderers are requested to make use of the checklist given in Annex III to ensure that no enclosure has been omitted in their tender.

17. **Timetable**

The timetable for this tender and the resulting contract(s) is as follows:

Tender No. EMEA/2008/40/ES

Services to support EMEA's on-line communications activities

Summary timetable	Date	Comments
Date of dispatch to the Office of Publications of contract notice	22 February 2008	Date sent to OJ
Deadline for sending a request for clarification to EMEA	4 April 2008	
Last date on which EMEA may issue a clarification	4 April 2008	
Deadline for submission of tenders	9 April 2008	12.00
Public opening session	16 April 2008	10.30, EMEA premises, London
Starting date for evaluation of offers	21 April 2008	
Interviews (for those invited)	First week of June 2008	EMEA premises, London
Notification of the award to the selected tenderer	27 June 2008	Estimated
Contract signature	14 July 2008	Estimated
Commencement of date of activities	14 July 2008	Estimated
Completion of date of activities	July 13 2012	Estimated

Annexes

- I Costing Sheet to be used by Tenderers
- II Exclusion criteria statement and detail of supporting documentation required
- III Summary Checklist of Documents which Tenderers must submit
- IV Draft contract

ANNEX I – COSTING SHEET

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.**

Prices should be submitted in Euro.

NAME OF TENDERER: _____

Type of service	Additional information	Price in Euro
Projects with a fixed deliverable		
Project cost for the seven-month web and applications redesign project	To deliver the project outlined in 3.A . including all deliverables, cost of the project team, complete content audit, user-testing, workshop participants etc. . (all-inclusive of expenses and any other costs)	€.....total price
User-testing session with five participants (selected by the service provider based on user profiles supplied by EMEA) on wireframes using eye-tracking technology etc. and outcome report delivered to EMEA	To supply deliverables detailed in 3.B (all-inclusive of expenses and any other costs)	€.....per one day session
Workshop with five participants (selected by the service provider based on user profiles supplied by EMEA) including card-sorting exercises or other and outcome report delivered to EMEA.	To supply deliverables detailed in 3.B (all-inclusive of expenses and any other costs)	€.....per one day session
Accessibility audit of a 50 page website and outcome report delivered to EMEA.	To supply deliverables detailed in 3.B (all-inclusive of expenses and any other costs)	€.....total price
Development and hosting of a	To supply deliverables	€.....total price

web survey with maximum 25 questions for one month with comprehensive results report delivered to EMEA	detailed in 3.C (all-inclusive of expenses and any other costs)	
A one on one survey with five different people recruited by the service provider as per agreed user profiles from EMEA. Outcome report delivered to EMEA.	To supply deliverables detailed in 3.D (all-inclusive of expenses and any other costs)	€.....total price
A focus group session with five participants recruited by the service provider as per agreed user profiles from EMEA. Outcome report delivered to EMEA.	To supply deliverables detailed in 3.D (all-inclusive of expenses and any other costs)	€.....total price
Other services required		
Lead project manager	Daily rate (all-inclusive of expenses and any other costs) To coordinate all EMEA's work with the supplier on a weekly basis/monthly basis as per requirements.	€ per day
Graphic designer	Daily rate (all-inclusive of expenses and any other costs) To supply deliverables detailed in 3.C	€ per day
HTML and flash designer	Daily rate (all-inclusive of expenses and any other costs) To supply deliverables detailed in 3.C	€ per day
Information architect	Daily rate (all-inclusive of expenses and any other costs) To supply deliverables detailed in 3.C	€ per day

Web 2.0 consultant	Daily rate (all-inclusive of expenses and any other costs) To supply deliverables detailed in 3.C	€ per day
Usability specialist	Daily rate (all-inclusive of expenses and any other costs) To supply deliverables detailed in 3.C	€ per day

Date:

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

**ANNEX II - 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.
- 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 EMEA, 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 EMEA 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

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 Community’s financial interests?	Yes/No
10.	Following any other procurement procedure or grant award procedure financed by the European Community 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	Yes/No

connection or shared interest?	
12. Will the Tenderer inform EMEA, 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 EMEA?	Yes/No
16. I note that EMEA 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 EMEA.	Yes/No

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

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

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.

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

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

ANNEX III – SUMMARY CHECKLIST OF DOCUMENTS
WHICH TENDERERS MUST SUBMIT

1. Letter enclosing the tender on the official letter headed paper of the company and signed by an authorised representative of that company.
2. Tender in three copies (one original, clearly marked as original, and two copies), containing the following elements:
 - A letter enclosing the tender on the official letter headed paper of the Tenderer and signed by an authorised representative of the Tenderer.
 - Information sheet on the Tenderer (as detailed in point 16 above).
 - Completed declaration in Annex II 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 15.1 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 EMEA.
 - An undertaking to inform EMEA promptly following any matter which would alter or add to any of the information given in response to this tender.
 - 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.

* * * * *

ANNEX IV – DRAFT CONTRACT

DRAFT FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – EMEA/2008/40/ES

European Medicines Agency (hereinafter referred to as "EMA"), which is represented for the purposes of the signature of this contract by Mr Hans-Georg Wagner, Head of Unit for Communications and Networking,

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 EMEA/2008/40/ES of [complete])

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

Annex III – Sample Specific Contract

[Other Annexes]

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

In the event of any conflict herein, the terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the [Purchase Orders (as defined below)] [and] [Specific Contracts (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 EMA, 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 consultancy services to support EMEA's on-line communication activities (the "Services").
- I.1.2.** Execution of the Contract imposes no obligation on EMEA to purchase the Services. Only the implementation of the Contract through specific contracts in the form set out as Annex III ("Specific Contract") is binding for EMEA and authorises implementation of the provision of the Services ("Implementation").
- I.1.3.** Upon Implementation, the Contractor shall provide the Services in accordance with Annex I.
- I.1.4.** All Specific Contracts 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 EMEA.

ARTICLE I.2 – DURATION AND IMPLEMENTATION OF THE CONTRACT

- I.2.1.** The Contract and Specific Contracts 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 Specific Contracts issued hereunder have become effective.
- I.2.3.** This Contract is concluded for a period of 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 three 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 Specific Contracts must become effective before this Contract expires by effluxion of time or is terminated. The Contract shall continue to apply to such Specific Contracts after its expiry or termination, but no later than six months.
- I.2.5.** Within five working days of a request for Services being sent by EMEA, the Contractor shall return a duly justified estimate of the resources to be allocated for the execution thereof. Within five working days of a Specific Contract being sent by EMEA, the Contractor shall return it, duly signed and dated. In the event of failure to observe this deadline, the Contractor shall be considered unwilling or unable to provide the Services.

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 Specific Contracts concluded 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. Specific Contracts shall be concluded 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 European Index of Consumer Prices (EICP) published by the Statistical Office of the European Communities in its monthly bulletin under the theme of Economy and Finance: Harmonized Indices of Consumer Prices (<http://europa.eu.int/comm/eurostat/>).

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 revision of prices.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

- I.4.1.** Payment of the Charges under the Contract shall be made only if the Contractor has fulfilled all its contractual obligations by the date on which the invoice is correctly submitted. Payment requests may not be made if payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.
- I.4.2.** Payments shall be made on the basis of an invoice issued by the Contractor and verified by EMEA. Any invoice must give a breakdown of the Charges. Subject to verification by EMEA, payment shall be made within 45 days of receipt of the invoice.
- I.4.3.** The payment periods for the Charges will be stipulated in the relevant Specific Contracts. EMEA 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 or fax number or email 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 EMEA on the date on which it is registered by the department responsible and indicated below. All email and facsimile communications are deemed received on the working date following transmission. All notices or other communications shall be sent to the following addresses:

EMEA:

EMEA
Executive Support 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 & Wales.
- I.7.2.** Failing an amicable settlement, the Court of Justice of the European Communities shall have exclusive jurisdiction in any dispute relating to the performance or the interpretation of the Contract.

ARTICLE I.8 – TERMINATION BY EITHER CONTRACTING PARTY

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

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1.** The Contractor shall perform the Services to the highest professional standards. 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 and experience 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 EMEA on written request.

II.1.5. The Contractor shall neither hold itself out as representing EMEA 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 EMEA;
- EMEA 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 EMEA and as far as they are able not to invoke in respect of EMEA any right arising from the contractual relationship between EMEA and the Contractor.

II.1.7. Notwithstanding the above, the Contractor shall indemnify and hold EMEA 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 EMEA 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 EMEA’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. EMEA 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 EMEA. 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.

- II.1.10.** Should the Contractor fail to perform its obligations under the Contract in accordance with the provisions laid down therein, EMEA may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, EMEA may impose penalties or liquidated damages provided for in Article II.16.

ARTICLE II.2 – LIABILITY/INDEMNITY

- II.2.1.** EMEA 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 EMEA.
- II.2.2.** The Contractor shall be liable for any claim, loss (direct or indirect), cost (including legal and other professional fees) or expenses sustained by EMEA but caused by the Contractor in the performance of the Contract, including that arising in the event of subcontracting under Article II.13. EMEA 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 EMEA harmless from all such claims, losses, costs and expenses incurred or paid by EMEA, pursuant to Article II.2.2 above and further provide compensation in the event of any action, claim or proceeding brought against EMEA by a third party which requires EMEA to devote management time thereto.
- II.2.4.** In the event of any action brought by a third party against EMEA 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 EMEA. Expenditure incurred by the Contractor to this end may be borne by EMEA at its sole discretion.
- II.2.5.** The Contractor shall take out and maintain for the duration of the Contract insurance 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 EMEA 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 EMEA in writing without delay. In the event of any such conflict, the Contractor shall immediately take all necessary steps to resolve it.

EMEA reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that 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 EMEA, 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 EMEA 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 EMEA shall have the following time for approval of such reports:

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

EMEA 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 EMEA 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 EMEA's account is debited.

II.5.2. The payment period referred to in Article I.4 may be suspended by EMEA 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, EMEA 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.

EMEA 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 EMEA 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 EMEA.
- 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.** EMEA may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. EMEA 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 sub-contractors 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 EMEA in the event that it becomes aware of any breach of the Data Protection Legislation by it or any of its sub-contractors 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”), arising, or created by the Contractor, in the performance of the Contract, shall be owned solely by EMEA, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation.
- II.8.2.** Where Intellectual Property Rights exist prior to the Contract being entered into and are utilised in the provision of, and ongoing benefit of, the Services the Contractor shall, or shall procure that any third party owner of said Intellectual Property Rights shall, grant to EMEA 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 EMEA as may be requested by EMEA 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 EMEA harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, EMEA 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 EMEA 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 EMEA 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. 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 EMEA to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and any Confidential Information (as defined in Article II.9 above).

II.10.2. Unless otherwise provided by the Special Conditions, EMEA shall not be required to distribute or publish the Confidential Information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from EMEA.

II.10.3. Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from EMEA and shall mention the amount paid by EMEA. It shall state that the opinions expressed are those of the Contractor only and do not represent EMEA'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 EMEA 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 EMEA 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.

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 EMEA 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 EMEA nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where EMEA authorises the Contractor to subcontract to third parties, the Contractor shall remain bound by its obligations to EMEA 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 EMEA is entitled by virtue of the Contract and agrees to indemnify EMEA against any claim, loss, cost and expenses sustained by EMEA 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 EMEA.
- 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 EMEA.

ARTICLE II.15 – TERMINATION BY EMEA

- II.15.1.** Notwithstanding any other term of this Contract, EMEA 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 judgment 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 EMEA has reasonable grounds to suspect the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to EMEA's financial and/or reputational interests;
 - (e) where the Contractor was guilty of misrepresentation in supplying the information in the Contractor's Tender or required by EMEA as a condition of entering into the Contract or failed to supply this information;
 - (f) where there is a change of control of the Contractor and or any holding company of the Contractor whereby EMEA (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 (f), control means the ability to direct the affairs of another, whether by way of contract, ownership of shares or otherwise howsoever;
 - (g) 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;

- (h) 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, EMEA 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 EMEA'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 EMEA;
- (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 EMEA 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.

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

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

ARTICLE II.16 – LIQUIDATED DAMAGES

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

ARTICLE II.17 – ACCESS, INSPECTION AND AUDITS

II.17.1. The Contractor, during the currency of the Contract shall, or shall procure that its subcontractors shall gather, compile, correlate, collect and otherwise maintain all relevant accounts, records, books and other information in documentary form or on easily accessible electronic media (“Records”), arising in connection with the performance of the Contract.

II.17.2. In accordance with EMEA’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 EMEA.

II.17.3. EMEA 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 – CANCELLATION OF SPECIFIC CONTRACTS

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

EMEA may cancel a Specific Contract at any time during execution thereof on the grounds and under the conditions set out in Article II.15 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of EMEA, payment of the price of the Services provided by it as at the effective date of cancellation.

ARTICLE II.19 – WHOLE AGREEMENT AND AMENDMENTS

This Contract (together with any documents referred to herein and any [Purchase Order] [and/or] [Specific Contract] 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 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

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

For EMEA,
Mr Hans-Georg Wagner,
Head of Unit for Communications and
Networking

signature[s]: _____

signature: _____

Done at [place], [date]

Done at London, [date]

In duplicate in English.

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

Annex III – Sample Specific Contract

SPECIFIC CONTRACT NO. [complete] TO FRAMEWORK SERVICE CONTRACT NO.
EMEA/2008/40/ES

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

of the one part,

and

[official name in full 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 specific contract by [name in full and title], a duly authorised officer of the Contractor

of the other part,

HAVE AGREED

the following Specific Contract and the following Annexes:

Annex I – Request Form for Services

Annex II – Contractor's Response to the Request Form

Annex III - Deliverables

[Other Annexes]

which form an integral part of this specific contract (the "Specific Contract").

This Specific Contract implements the framework contract no. [complete] and its Annexes signed by EMA and the Contractor on [complete date] [and renewed/amended on complete date] (the "Framework Contract").

For the avoidance of doubt, the Contractor acknowledges and agrees that the terms of the Specific Contract and Framework Contract shall apply to the exclusion of the Contractor's standard terms and conditions.

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of this Specific Contract is [short description of subject] (the "Services"). [*This Specific Contract relates to Lot [complete] of the Framework Contract.*]
- I.1.2.** The Contractor undertakes, on the terms set out in the Framework Contract, this Specific Contract and its Annexes, to provide the Services in accordance with the Request Form (Annex I) and the Contractor's Response to the Request Form (Annex II) which shall result in the specified deliverables (Annex III).

ARTICLE I.2 - DURATION

- I.2.1.** This Specific Contract shall become effective [on the date on which it is signed by the last contracting party] *OR* [on specific date]. Provision of the Services shall start from [date of entry into force of this Specific Contract] [indicate other date] (“Implementation”).
- I.2.2.** Implementation of this Specific Contract may under no circumstances begin before the date on which the Specific Contract becomes effective.
- I.2.3.** The duration of the Services shall not exceed [specify duration]. The period allowed for the provision of the Services may be extended only with the express written consent of EMEA before such period elapses.

ARTICLE I.3 – PRICE

The total Charges to be paid by EMEA under the Specific Contract shall be [EUR] [GBP] exclusive of VAT covering all the Services provided.

Payment shall be made [insert payment terms here]

ARTICLE I.4 – AMENDMENTS

No amendment to this Specific Contract shall be effective unless the subject of a written amendment executed by all parties. An oral agreement shall not be binding on either parties.

SIGNATURES

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

For EMEA,
[forename/surname/title]

signature[s]: _____

signature: _____

Done at [place], [date]
In duplicate in English.

Done at London, [date]