



European Medicines Agency

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Technical Specifications For Open Invitation to Tender
No. EMEA/2008/62/P&B

Provision of language training for EMEA staff

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1. Title of the Invitation to tender

This document contains the Technical Specifications for the open Invitation to Tender no. **EMA/2008/62/P&B** for the provision of language training for EMEA staff.

The contract notice for this open tender has been published in the Official Journal of the European Union number S 86 of 3 May 2008.

Description

EMA wishes to conclude framework contracts with a maximum of five companies to provide internal language training courses for its staff.

EMA requires standard language training in all the official languages of the EU within the Common European Framework of Reference for Languages (CEFR) and adaptable to EMA's current set of levels established by the European Commission. Language assessments, language support material. Language exams (oral, listening and written), exams marking and invigilation, reporting and statistics on language training courses held at EMA. EMA might need courses in Business English, Legal English and English writing skills (i.e. plain English).

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).

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

The work of EMA is to co-ordinate the existing scientific resources of the EU Member States in order to evaluate and supervise medicinal products for both human and veterinary use throughout the whole of the European Union. The Agency also gives scientific advice to research-based companies in the development stage of new medicinal products and also in the form of guidelines on quality, safety and efficacy testing requirements. The Agency maintains and improves measures to facilitate innovation, research and increasing access to medicines. It has a dedicated 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. It seeks to provide high quality and timely information on medicines in all EU languages to patients.

3. Subject of the Tender

The tenderer is expected to provide language courses and exams from level 0 to level 6 in line with the CEFR framework **in all official EU languages as of the contract start (1 September 2008)**. Failure to provide a signed statement confirming that the tenderer is able to provide language courses and exams from level 0 to level 6 in line with the CEFR framework in all official EU languages as of the contract start (1 September 2008) will exclude the tenderer from the tender.

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

3.1 Language courses:

All language courses and exams have to take place in the EMEA office building in Canary Wharf.

The language courses will have an academic year format from September to July with exams at the end of the academic year (written, oral and listening) and EMEA will provide the schedule of the courses in August each year for the whole academic year ahead.

The training is provided in groups per language and level. The levels range from level 0 (absolute beginners) to level 6. The course content for the levels 0-6 is aligned to the Common European Framework of Reference for Languages (CEFR) and follows the European Commission descriptor (see Annex II for details). As examples, course content descriptions are available for English and French upon request. To request these, please send an email to Birgit.Breen@emea.europa.eu.

The Tenderer is expected to align all language courses provided to the Commission descriptors. No development/adaptation fees will be paid for the adaptation of courses to the level descriptions as outlined in Annex II.

EMEA offers language courses in French, German, Spanish, Italian, Polish, Swedish, Greek, Portuguese and English. Lessons in other European language might be required in the future. The minimum number of participants per group is five. Should a group reach 16 participants, it may be split into two groups. All lessons take place outside the EMEA core hours, i.e. at lunchtime between 12.00 to 14.00 hrs or between 16.30 to 18.30 hrs.

Groups in level 0 have 2.5 hours tuition per week, level 1-5 have 2 hours tuition per week, level 6 has 1 hour tuition per week. English lessons are 1.5 hours per week for all groups. The tenderer is expected to provide tuition at the hours stated above.

3.2 Trainers:

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

3.3 Training material:

The books used by the language trainers in the language lessons should follow CEFR standards and a course method proposal should be submitted together with this tender (see award criteria).

3.4 Exams:

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

EMEA requires oral and written exams, marking sheets, results and certificates.

3.5 Course adaptations/development (if requested by EMEA):

Should a course or an exam be specially created for the EMEA, this course will be intellectual property of the EMEA. A service level agreement may be signed for specific courses in addition to the contract if required.

3.6. Training organisation:

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

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

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

Suitable technical equipment to support training courses is available at the EMEA and as needed other equipment can be hired with enough advanced notice from the training provider.

3.7 Training evaluation:

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

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

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 Organisation applies, the tendering procedure shall also be open to nationals of the countries which have ratified this agreement, under the conditions laid down in that Agreement. In that connection, it should be noted that the services under Annex II-B to Directive

DIR/2004/18/EC and the R&D services listed in category 8 of Annex II-A to that Directive are not covered by the Agreement.

Tenderers are required to supply the courses directly and take full responsibility for the content and quality of the course material and the quality, standard and availability of trainers. Sub-contracting of training courses to other companies is not acceptable without the prior written permission of the EMEA.

5. Additional documentation available to Tenderers

Further information about the work of EMEA can be obtained on its website: <http://www.emea.europa.eu>. The 2006 Training report about training carried out at the EMEA is available on request.

6. Information Visit

An information visit will not be required.

7. Variants – not accepted.

8. Estimated contract volume

The estimated total contract value is € 1 400 000 over a four year period, without this being binding on EMEA. The estimated total annual contract value is € 350 000.

9. Price

9.1 Currency of Tender and costing sheet

Prices may be submitted in Pounds Sterling or 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 course preparation by the trainer and course delivery, supply of course material, travel and subsistence, visits to the EMEA for other purposes related to the provision of the services etc). No expenses incurred in the performance of the services will be reimbursed separately by EMEA.

Please give details of the price for each course provided. Please note that the Tenderer is expected to provide all the courses and exams as stated in these specifications.

The Tenderer has to provide training courses on all EMEA working days, which may include UK public holidays, without additional charges. The list of EMEA holidays in 2008 and 2009 is available at Annex VI.

9.3 Price Revision

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

Prices may be revised after one year:

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

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

Revision shall be calculated in accordance with the following formula:

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

where

Ar = revised total amount;
Ao = total amount in the original tender;
Io = index for the month in which the validity of the tender expires;
Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

9.4 Costs involved in preparing and submitting a tender

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

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

11. Contractual details

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

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

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

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

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 judgement 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 III in relation to Exclusion Criteria. Only the successful Tenderer will be required to provide all the supporting documentation indicated in this Annex at a later stage prior to contract signature.

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.

Tenderers must note that they must prove an annual turnover exceeding GBP 800,000 (eight hundred thousand Pounds Sterling) for each of the three preceding financial years for which accounts are available. Any tenderer which does not prove the stipulated turnover shall not be admitted to the award criteria stage of the tender and shall be eliminated.

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

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

- Proof of authorisation to perform the contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation, or entry in the VAT register.
- Please provide details of staff turnover during the last financial year: total staff turnover and percentage of staff that have worked within the relevant business area for over 3 years.
- Please provide details of major contracts awarded to the Tenderer relevant to the contract required by EMEA under the following categories:

contracts currently undertaken and
contracts that have been undertaken over the last three years

The details should include:

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

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

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

15. Award Criteria

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

Most economically advantageous tender in terms of:

1. Price (total of 30 %):

- a) Price of standard lesson
- b) Price for exams
- c) Price of other services required

2. Content, methodology, training material (25 %)

3. Quality (total of 25 %):

- a) Choice of trainers available (including back-up trainers) and quality of professional experience of the trainers
- b) Understanding of the tender and the services to be provided to an EU body
- c) Experience of multicultural aspects of training
- d) Minimum of 3 years training experience of Trainers

4. Cancellation and postponement policy, substitution of delegates policy (10%)

5. Organisation (total of 10%):

- a) After sales service, organisation, after hours service, on-line booking service
- b) Minimum notice period, which would be required to provide bespoke courses.

Following an initial evaluation of the tenders according to the above award criteria, a maximum of five Tenderers might be invited to EMEA in order to give a presentation about their services. If invited to give a presentation this shall be mandatory and any Tenderer declining to give a presentation shall be eliminated from the procedure. The presentation shall be used by the Evaluation Committee to finalise the award of points for the qualitative award criteria.

The Tenderers' offers will be compared as listed below:

Award criteria		maximum %	formula
1. Price (30 pts)	Price of standard course per hour (average price if different prices are listed)	15	<u>Lowest price for estimated number of hours* in 2009 x weighting for price (15%)</u> Tenderer's price for estimated number of hours in 2009
	Price of exams (i.e. course development and delivery, exam marking fee, exam invigilation fee, cost of exam certificates for one language.) (average price if different prices are listed)	10	<u>Lowest price for exams x weighting for price (10%)</u> Tenderer's price for exams
	Price of other services required (assessments, reporting, statistics, books, adaptation of courses) (average price if different prices are listed)	5	<u>Lowest price for other services required x weighting for other services (5%)</u> Tenderer's price for other services required
	+ any additional services relevant to price (if applicable)		
2. Content (25 pts)	Content, methodology, training material	25	n/a
	+ any additional services relevant to content (if applicable)		
3. Quality (25 pts)	Choice of trainers available, quality of professional experience of trainer	10	n/a
	Understanding of the tender and the services to be provided to an EU body	5	n/a
	Experience of multicultural aspects of training	5	n/a
	Minimum of 3 years experience of trainers	5	n/a
	+ any additional services relevant to quality (if applicable)		
4. Cancellation (10 pts)	Cancellation and postponement policy, substitution of delegates policy	10	n/a
	+ any additional services relevant to cancellation (if applicable)		
5. Organisation (10 pts)	After sales service, organisation, after-hours service, on-line booking service	5	n/a
	Minimum notice period for bespoke course	5	n/a
	+ any additional services relevant to organisation (if applicable)		
TOTAL		100	

NOTE: * Estimated number of hours for language training in 2009: 2600

16. Tender to be submitted

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

- A letter enclosing the tender on the official letter headed paper of the Tenderer and signed by an authorised representative of the Tenderer and stating that the tenderer can provide language courses and exams from level 0 to level 6 in line with the CEFR framework in all official EU

languages as of the contract start (1 September 2008). Tenderers who are not confirming that they comply with the requirements stated under this point will automatically be excluded from the tender.

- All documents relating to the assessment of selection criteria as set out in points 13 and 14.
- An information sheet on the Tenderer indicating:
 - the name and registered business address including telephone and fax numbers, e-mail address and website address;
 - any other different current or previous trading name;
 - the name and contact details of the person whom may be contacted with any queries regarding this tender;
 - the legal status of the Tenderer;
 - if the Tenderer is a partnership the full details of the partners;
 - if the Tenderer is a company the company registration number, VAT registration number and date of incorporation;
 - if the Tenderer is a member of a group of companies and if so the relationship between the Tenderer and the ultimate holding company, the name and address of the holding company and its registration number, whether the ultimate holding company would be prepared to guarantee the liabilities in connection with this contract;
 - details of organisational structure including organisation chart;
 - number and locations of premises;
 - number of employees and separately, number of subcontractors;
 - name of the person authorised to sign contracts on behalf of the Tenderer.
- A detailed financial tender using the attached costing sheets attached in Annex I in Pounds Sterling or Euro and exclusive of VAT, signed by an authorised representative of the Tenderer.
- Documents required to assess the award criteria listed in point 15 above:

1. Price:

- a) Price of standard lesson (see costing sheet)
- b) Price of exam, i.e. development and delivery (see costing sheet)
- c) Price of other services required (see costing sheet)

2. Content:

- a) Content list of topics covered in each course (maximum 1 page), representative selection of training material used by the trainer (maximum 5 pages for all courses)
- b) Methodology:
 - description of the methods of training delivery (e.g. lectures, exercises in pairs, group exercises, presentations, audiovisual material etc),
 - description of the follow-up actions resulting from the training if applicable
- c) Training material: description (maximum 1 page) and copies of sample training material distributed to course participants (maximum 5 pages for all courses).

3. Quality:

a) Representative selection of trainers available (including back-up trainers, minimum is two per language) and quality of professional experience of the trainers: Details of the number of trainers available per course and the amount of experience per trainer in the given training area as well as in any other area of named speciality. Please provide Curricula Vitae of the trainers without indication of any name. Each CV should bear a number only and a separate list showing the association between these numbers and actual names should be provided. The EMEA will destroy this list on completion of the tender procedure (estimated completion time August 2008).

b) Understanding of the tender and the services to be provided to an EU body. Detailed statement of how the Tenderer would seek to provide training that is suitable for the EMEA given its context, nature of staff, staff mix and work context (maximum 1 page).

c) Experience of multicultural aspects of training: Detailed statement to explain how this aspect is addressed (maximum 1 page), training thereon provided to trainers to be set out, copies of sample course material where multicultural issues are addressed to be provided.

d) Minimum of 3 years training experience of trainers: details must be provided in the trainers' CVs (see 3a).

4. Cancellation and postponement policy, substitution of delegates policy:

Details of conditions for cancellation and course postponement by both the Contractor and EMEA (i.e. deadlines and fees for cancellations and postponements) and details of substitution of delegates policy. This information should be stated on a separate sheet of paper and not included in the costing sheet.

5. Organisation:

a) After sales service: details of services provided and what is covered, any additional cost for these services, details of how it is organised, details of the after hours service provided, details of the on-line booking service.

b) Ability to respond within a reasonable time limit to EMEA requests to provide training courses: details of minimum notice period to attend an off the shelf course. Details of the minimum period required to develop a bespoke course.

- Tenders submitted by consortia or by groups of service providers must indicate the role, title and experience of each member of the group.
- 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.
- **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 tender.

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

Annexes

- I Costing Sheet
- II Common European Framework of Reference for Languages (CEFR)
- III Exclusion criteria statement and detail of supporting documentation required
- IV Summary Checklist of documents which Tenderers must submit
- V Draft Contract
- VI EMEA holidays in 2008 and 2009

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.**

Please specify if prices are in Pounds Sterling or Euro.

NAME OF TENDERER: _____

Place of training and exams : EMEA office building in Canary Wharf

1) Language tuition as per CEFR and European Commission levels

Course title (please state language)	No of Participants	Price per hour

2) Exam fees

Exam in (please state language)	Design and organisation of year exams for all language levels (oral, listening, written) in accordance to CEFR levels	Exam marking fee (per student)	Exam invigilation fee per hour (for oral, listening and written)	Cost of exam certificate per student

3) Other services required

Course title (please state language)	Pre-enrolment assessment (oral), face-to-face and by telephone	Reporting and statistics (course attendance, exam results)	Provision of books (to be paid by course participants and not to be charged to EMEA), price per book	Adaptation/tailoring of course content (development cost per day including provision of material)

4) Other services provided (if applicable):

Services relevant to		
Price		
Content		
Quality		
Organisation		

Date:

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



European Medicines Agency

ANNEX II – COMMON EUROPEAN FRAMEWORK OF REFERENCE FOR LANGUAGES (CEFR)

COMMON REFERENCE LEVEL (CE)	COMMON REFERENCE GLOBAL DESCRIPTOR (Council of Europe)	EC LEVEL	EUROPEAN COMMISSION DESCRIPTOR (Also followed by EMEA)
C2	Mastery' Level: Can understand with ease virtually everything heard or read. Can summarise information from different spoken and written sources, reconstructing arguments and accounts in a coherent presentation. Can express him/herself spontaneously, very fluently and precisely, differentiating finer shades of meaning even more in complex situations	-	
C1	Can understand a wide range of demanding longer texts and recognise implicit meaning. Can express him/herself fluently and spontaneously without much obvious searching for expressions. Can use language flexibly and effectively for social, academic and professional purposes. Can produce clear, well structured, detailed text on complex subjects, showing controlled use of organisational patterns, connectors and cohesive devices	-	
B2.2	B2+ continues the focus on argument, effective social discourse and awareness that appears at level B2. Developing focus on discourse skills e.g. co-operating strategies of conversational management e.g. giving feedback and following up statements and inferences, thereby helping the development of the discussion. Coherence/cohesion: using linking words effectively to show relationship between ideas; developing an argument systematically with appropriate highlighting of significant points; ability to negotiate	Level 6 (also followed by EMEA)	Understand natural speech, live or broadcast, on topics normally encountered in personal, social or professional life, in a broad range of accents both native and non-native, the only barrier to comprehension being loud background noise, severe idiomatic and colloquial expressions; Follow an animated conversation between native speakers; Begin to perceive and understand variations in tone, stress patterns so as to be able to read between the lines when listening to various material and presentations; Follow speeches, meetings and discussions on a broad range of topics; Understand a wide range of recordings and be able to disseminate data for professional purposes. Give clear, systematically developed descriptions and presentations with appropriate highlighting of significant points, and relevant supporting details; Develop clear arguments, expanding and supporting points of views with subsidiary points and relevant examples; Use some circumlocution and paraphrasing to cover gaps in vocabulary or sentence structure; Answer questions and follow up on comments made in quite a spontaneous manner to the satisfaction of the audience and the speaker themselves; Deliver various presentations on a broad range of known professional topics, describe a process, changes and developments, sufficiently persuade and convince the audience. Interact with some degree of fluency and spontaneity with native speakers in professional and non-professional situations, covering varied subjects using the formal/informal register well; Communicate with relative spontaneity and grammatical control without the listener showing signs of strain; Take active part in discussions and meetings in familiar contexts, commenting, putting points of view across clearly, evaluating alternative proposals and making and responding to hypotheses; Facilitate and maintain a discussion, meeting or progress in a piece of work etc..., by inviting others to express their opinions, oversee the exchange...;With some effort, catch much of what is said around them in discussion, but may find it difficult to participate effectively in discussion with several native speakers who do not modify their language in any way; Outline an issue or a problem clearly, speculating in a comprehensive manner about causes or consequences, and weighing main advantages and disadvantages of different approaches; Pass on detailed and complex information reliably; Give a clear detailed description of how to carry out a procedure e.g. To a new co-worker; Take initiatives in an interview, expand and develop ideas with little help or prodding from an interviewer; Initiate discourse, take their turns when appropriate and end conversation when they need to, though they may not always do this elegantly. Read with a large degree of independence, adapting style and speed of reading to different texts and purposes, identify finer points of detail, but, despite a broad reading vocabulary, may experience some difficulty with low frequency idioms; Obtain information, ideas and opinions from highly specialised sources within their fields; Understand main sense and important details of specialised articles outside their fields, provided they can use a dictionary occasionally to confirm their interpretations of terminology; Understand lengthy, complex instructions in their fields, including details on conditions and warnings. Write clear, relatively detailed texts on a variety of subjects related to their fields of professional competence; Write a report which develops an argument, giving reasons in support of or against a particular point of view and explaining the advantages and disadvantages of various options; Express news and views effectively in writing and relate to those of others; Deal and respond to various forms of correspondence which deal with professional or familiar topics using appropriate formal register.
B2.1	Can understand the main ideas of complex text on both concrete and abstract topics, including technical discussions in his/her field of specialisation. Can interact with a degree of fluency and spontaneity that makes regular interaction with native speakers quite possible without strain for either party. Can produce clear, detailed text on a wide range of subjects and explain a view point on a topical issue giving the advantages and disadvantages of various options		

B1.2	Strong Threshold Performance including all the main features of B1 but with addition of quantities of information exchanged.	Level 5 (also followed by EMEA)	Understand straightforward factual information about everyday or job related topics; can identify general and specific information, as long as speech is clearly articulated in a generally familiar accent; follow long presentations within their field of competence when the subject is familiar and the presentation is clearly structured; understand most radio and TV material and other recorded and broadcast audio material in standard dialect about topics of general interest. Give descriptions of a variety of familiar topics related the EU and the Commission; relay instructions and summarise the main contents of a report or professional document; describe expectations, hopes and ambitions, as well as giving descriptions of feelings, experiences and reactions; describe events, real or imagined in some detail; give a prepared straightforward presentation on a familiar topic which the listener can comprehend without difficulty, where the main items are dealt with and reasonable precision is maintained throughout; take follow-up questions but may ask for repetition if speech is rapid or complex in structure; use a range of strategies when communication is in doubt: asking for confirmation that a word is correct, using a word similar in meaning to the concept they wish to convey. Exploit a wide range of simple language to deal with most situations; enter a conversation unprepared on familiar subjects, expressing opinions and exchange information on topics that are familiar; follow clearly articulated speech directed at them in everyday conversation, with possible need for repetition; maintain a conversation or discussion but may sometimes be difficult to follow when trying to express thoughts precisely; give, seek and respond to personal views and feelings in discussing topics of interest; make their opinions/reactions understood as regards problem-solving or practical questions; express belief, opinion, agreement and disagreement politely; take part in routine formal discussion, conducted in articulated standard speech and involving the exchange of factual information, put a point of view across, receiving instructions or the discussion of solutions to practical problems, may ask for repetition if speech is rapid or long; summarise or give their opinions about an article, talk, discussion, interview or documentary and ask further questions; take some initiatives in an interview while remaining dependent on the interviewer for help, provide concrete information required but with limited precision; use a prepared questionnaire for a structured interview, with some spontaneous questions, check and confirm information. Read articles and short reports concerned with contemporary problems, the DG and the Commission; scan longer texts in order to locate information from different parts of the document in order to perform a specific task; identify the main conclusions, relevance and contend in clearly signaled argumentative text, news item or article on a range of topics; recognise the line of argument in the treatment of the issue presented, with some detail; identify unfamiliar words from the context on topics related to their professional field and personal interests. Write straightforward, short connected texts on a range of familiar subjects by linking a series of shorter discrete elements into a linear sequence; summarise, report and give constructive opinions about factual data on professional and non-professional matters; write very brief reports of a standard conventionalised format, to inform and state reasons for actions; convey information and ideas on relatively abstract as well as concrete topics; write personal letters and notes asking for or conveying simple information of immediate relevance, getting across the point(s) felt to be important; write personal letters describing experiences, feelings and events in some detail, giving news and expressing thoughts on familiar topics and problems; write notes conveying information of immediate relevance to those who feature in their everyday lives, getting across comprehensibly the points felt to be important.
B1.1	Threshold Level: ability to maintain interaction and get across what you want to in a range of contexts; ability to cope flexibly with everyday problems. Can understand main points of clear standard input on familiar matters in work, school, leisure etc. Can deal with most routine travel situations in an area where the language spoken. Can produce simple connected text on familiar topics of personal interest. Can describe experiences and events, dreams hopes and ambitions and briefly give reasons and explanations for opinions and plans	Level 4 (also followed by EMEA)	Understand the main points of clear standard speech on familiar matters encountered in regular professional and socio-cultural contexts; Follow the main points of extended discussion around these matters, provided speech is clearly articulated; Follow in outline straightforward short talks and presentations on familiar topics and political issues, provided these are delivered in clearly articulated standard speech; Understand simple technical information, such as operating instructions for everyday equipment; Follow quite detailed directions; Understand the main points and some details of televised news and documentaries, particularly on themes related to the interests of the European union and the commission in particular. Describe everyday aspects of their professional and social environment and related events and activities; Describe plans and arrangements, habits and routines, past activities and personal experiences; Use descriptive language to make statements about and compare objects and possessions, explaining what they like and dislike about something; Give brief reasons and explanations for opinions, plans and actions; Deliver a short, rehearsed presentation on a topic pertinent to their everyday life and work; Cope with a limited number of straightforward follow-up questions. Interact with reasonable ease in structured situations and short conversations, provided the interlocutor helps if necessary; Ask and answer questions, and exchange ideas and information on familiar topics and everyday situations; Establish social and professional contact with relative ease; Participate in short conversations in routine contexts on topics of interest and related to the world of work; Exchange ideas and information on familiar topics in predictable everyday situations; Make and respond to suggestions, agreeing and disagreeing with others; Exchange relevant information and give opinions on practical problems when asked directly; Follow changes of topic in formal discussion related to their field if conducted slowly and clearly; Discuss what to do next, making and responding to suggestions; Get all the information needed from a tourist office or info desk, provided it is straightforward and of non-specialised nature; Deal with practical everyday demands and straightforward factual information; Make themselves understood in an interview and communicate ideas and information on familiar topics, provided they can ask for clarification occasionally, and are given some help to express what they want. Read straightforward factual texts on subjects related to their fields and interests with a satisfactory level of comprehension; Understand descriptions of events, feelings and wishes; Find and understand relevant information in everyday material, such as letters, brochures and short official documents; Recognise significant points in straightforward newspaper articles on familiar subjects; Understand clearly written instructions. Write short, simple notes and messages relating to matters of immediate need; Write simple emails and letters regarding familiar themes (appointments, invitations...); Take a short and simple message if repetition and reformulation can be provided.
A2.2	More active participation in conversation e.g.: understand enough to manage simple routine exchanges without undue effort; exchange ideas and information on familiar topics; significantly more able to sustain monologues – e.g. extended descriptions of everyday aspects of environment: people, places, job etc; describe past activities and experiences: habits and routines: explain likes and		

		Level 3 (also followed by EMEA)	Understand enough to be able to meet needs of a concrete type provided speech is clear and slowly articulated; Catch the main points in short, clear, straightforward messages and announcements; Global comprehension of the main point of TV news items reporting world and important events, where the visual supports the commentary; Generally understand clear, standard speech using highest frequency vocabulary on familiar and everyday professional matters, provided they can ask for repetition or reformulation from time to time. Give a simple but intelligible description or presentation of people, living or working conditions, daily routines, job, educational background, as a series of short sentences with basic linking words; Express basic opinions about everyday subjects familiar to the speaker; Answer straightforward follow-up questions, asking for repetition and for some help with reformulation of replies if necessary. Communicate efficiently in basic, routine tasks requiring a simple and direct exchange of information on familiar matters to do with work, free time and everyday life; Handle short social exchanges, although unable to sustain a fluent or lengthy conversation; Understand the main message of a native speaker, if delivered clearly and directly; Make and respond to invitations, suggestions and apologies; Discuss everyday practical issues in a basic way; Discuss what to do, where to go and make arrangements to meet, without the errors blocking the comprehension of the message; Give basic opinions when addressed directly in a formal meeting, provided they can ask for repetition of key points if necessary; Obtain everyday goods and services e.g. Using public transport, shopping, banking etc...; Answer simple questions and respond to simple statements in an interview. Understand short, simple texts on familiar matters of a concrete nature which consist of commonly used or job-related language; Understand basic types of standard routine letters, faxes and emails (enquiries, orders, letters of confirmation etc...) on familiar topics; Find specific, predictable information in simple everyday materials such as advertisements, prospectuses, menus, reference lists and agendas; Understand regulations, e.g. On safety, when expressed in simple language. Write a series of short sentences using simple connectors about their families, living conditions, educational background, present job etc... Write simple notes relating to matters in areas of immediate need; Note down appointments and memos that colleagues will be able to read and comprehend; Draft a simple, short letter, e.g. A letter of gratitude.
A2.1	Can understand sentences and frequently used expressions related to areas of most immediate relevance (e.g. basic personal/family information, employment, shopping, locality). Can communicate simple routine tasks requiring a simple and direct exchange of information on familiar/routine matters. Can describe in simple terms aspects of his/her background, immediate environment and matters in areas of immediate need.	Level 2 (also followed by EMEA)	Understand phrases and expressions linked to their personal sphere of experience (e.g. Simple information related to their personal, professional and family lives, shopping, employment, the EU) provided speech is clear and slowly articulated; Understand simple instructions and directions where the speaker modulates his speech accordingly; Understand and extract simple information from very short, recorded passages dealing with predictable everyday matters which are delivered slowly and carefully; Understand what is said clearly, slowly and directly in simple everyday conversation; Understand the global meaning of familiar topics and factual TV news items. Produce simple sentences to describe self, other people, places, working and home environments; Use very short, rehearsed statements e.g. To introduce a speaker, propose a toast, etc... Give simple instructions and directions; Give simple opinions and views of preference on subjects directly linked to their span of experience. Interact in simple everyday social and professional exchanges, but communication is still dependent on a slow rate of speech, rephrasing and repair; Ask and answer simple questions about themselves and other people, where they live, people they know, things they have; Reply to simple direct questions spoken very slowly and clearly in direct non-idiomatic speech; Have a simple exchange about present and past experiences and future plans. Understand short, simple texts containing very common vocabulary and related to the commission; Understand short, simple letters, emails and memos; Locate specific information on lists and isolate the information required; Understand everyday signs and notices in public places and in the workplace –instructions, hazard warnings, directions; Identify specific information in simple written material, such as letters, brochures, forms; Identify the main information in short newspaper articles. Write short, simple formulaic notes relating to matters in areas of immediate need; Write very simple personal letters, expressing, for example, thanks and apologies.
A1.2	Can understand and use familiar everyday expressions and basic phrases. Can make introductions and ask/answer questions about personal details. Can interact in a simple way provided other person talks slowly and clearly and is prepared to help.	Level 1 (also followed by EMEA)	Interact in a simple way: communication is totally dependent on repetition at a slower rate of speech, rephrasing and repair; Ask simple questions, initiate and respond to simple statements of immediate need or on very familiar topics; Ask how people are and respond to news; Handle numbers, quantities, prices, times, dates. Understand very short, simple texts, a single phrase at a time; Understand very short memos, emails...; Understand the global meaning of very simple informational material and short simple descriptions, particularly where there is visual support; Understand simple questionnaires, such as an application form, sufficiently to be able to provide very basic information (name etc...). Write isolated phrases and very simple paradigm sentences for memos, emails...; Write a short message giving the dates and times of meetings. Describe him/herself, their job and daily routine using simple language and structures; Introduce him/herself and someone else using standard phrases; Describe simple likes and dislikes and indicate preferences. Understand some basic survival expressions; Understand when someone introduces her/himself (name, nationality, job, age, family, languages spoken, interests, etc.); Understand basic vocabulary related to the European commission and work contexts; Understand everyday expressions linked to their simple professional needs of a concrete type, delivered directly to her/him in clear, slow and repeated speech by a sympathetic speaker; Understand rudimentary instructions and very simple questions delivered carefully, clearly and slowly.
A1.1		Level 0 (only followed by EMEA)	Use basic greeting and leave-taking expressions; Ask people for things and give them things; Understand very short, very simple texts, a single phrase at a time, picking up familiar names, words and basic phrases and re-reading as required; Say they don't understand and ask for repetition; Produce simple, largely isolated phrases and sentences; Write numbers and dates, name, nationality, address, age, date of birth or arrival in the country etc. Such as on a hotel registration form or simple questionnaire; Understand basic polite expressions Understand numbers, times, dates, prices; Understand very short, simple messages, signs...; Understand basic instructions or take part in a basic factual conversation on a predictable topic. Understand basic notices, instructions or information Complete basic forms, and write notes including times, dates and places



ANNEX III - EXCLUSION CRITERIA DECLARATION UPON HONOUR
AND DETAIL OF SUPPORTING DOCUMENTATION REQUIRED

Tenderers must:

- Answer the following questions by indicating yes or no in each case. A “yes” response to questions 1-11 inclusive will result in the Tenderer being eliminated from the procedure.
- 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 connection or shared interest?	Yes/No
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 IV- SUMMARY CHECKLIST OF DOCUMENTS
WHICH TENDERERS MUST SUBMIT

1. Letter enclosing the tender on the official letter headed paper of the Tenderer and signed by an authorised representative of the Tenderer. The letter must state that the Tenderer can provide language courses and exams from level 0 to level 6 in line with the CEFR framework in all official EU languages as of the contract start (1 September 2008).
2. Tender in three copies (one original, clearly marked as original, and two copies), containing the following elements:
 - All documents requested under point 13 of the Technical Specifications for the assessment of the economic and financial capacity of the Tenderer (selection criteria).
 - All documents requested under point 14 of the Technical Specifications for the assessment of the professional and technical capacity of the Tenderer (selection criteria).
 - An information sheet on the tenderer as requested in point 16 of the Technical Specifications.
 - All documents requested under point 15 of the Technical Specifications for assessment of award criteria.
 - Confirmation that the prices given are valid for six months from the date of submission of the tender.
 - A statement to confirm that information provided in response to this tender is accurate and complete as at the date of submission and acknowledgement that the provision of false information, either knowingly or negligently, in response to this tender could result in the Tenderer being excluded from future tenders for contracts with 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.
 - **To be submitted in separate binders or folders, which must be clearly labelled**, a detailed financial tender using the appropriate costing sheet attached in Annex I, and exclusive of VAT, signed by an authorised representative of the Tenderer.
 - Tenders submitted by consortia or by groups of service providers must indicate the role, title and experience of each member of the group.

* * * * *

ANNEX V– DRAFT CONTRACT

DRAFT FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – EMEA/2008/62/P&B

European Medicines Agency (hereinafter referred to as "EMEA"), which is represented for the purposes of the signature of this contract by Ms Frances Nuttall, Head of Sector for Personnel & Budget,

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/2008/62/P&B of [complete])

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

Annex III – Sample Purchase Order

[Annex IV – Service Level Agreement] – if required

Annex V – List of EMEA holidays for 2008 and 2009

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

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

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

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by EMEA, 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 language courses (the “Services”). The Contractor shall provide language courses and exams from level 0 to level 6 in line with the CEFR framework **in all official EU languages as of the contract start (1 September 2008).**
- I.1.2.** Execution of the Contract imposes no obligation on EMEA to purchase the Services. Only the implementation of the Contract through purchase orders in a form set out in Annex III or, at EMEA’s option, through simple requests for the Service made by electronic mail (“Purchase Orders”) 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 [*and Annex IV*].
- I.1.4.** All Purchase Orders giving rise to Implementation of the Contract shall conform to the terms set out herein.
- I.1.5.** The Contract does not confer on the Contractor any exclusive right to provide the Services described in Annex I to EMEA. The Contractor is selected as the [complete with priority order] contractor of a multiple framework contract.

ARTICLE I.2 – DURATION AND IMPLEMENTATION OF THE CONTRACT

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

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The amount payable for the Services shall be as listed in Annex II exclusive of VAT covering all the Services provided (the “Charges”).
- I.3.2.** It is agreed that the Charges include all other expenditure that may be incurred by the Contractor in the preparation and delivery of the Services and in the performance of this Contract generally, including travel, subsistence, course preparation by the trainer, preparatory meetings with EMEA, course delivery, drafting and supply of course material, visits to EMEA for other purposes related to the provision of the Services or any other related expenses.
- I.3.3.** The Charges shall be fixed and not subject to revision for Purchase Orders placed during the first year of performance of the Contract.

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

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

Revision shall be calculated in accordance with the following formula:

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

where

Ar = revised total amount;
Ao = total amount in the original tender;
Io = index for the month in which the validity of the tender expires;
Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

- I.3.4.** Cancellation Charges [to be completed].

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.** 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 set out below (or such other address or person, facsimile number or email address 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
Personnel & Budget 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 Purchase Orders 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 – CANCELLATION POLICY [To be completed]

ARTICLE I.10 – SPECIFIC REQUIREMENTS

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

I.10. 1. Training organisation:

All language courses and exams have to take place in the EMEA office building in Canary Wharf.

The language courses will have an academic year format from September to July with exams at the end of the academic year (written, oral and listening) and EMEA will provide the schedule of the courses in August each year for the whole academic year ahead.

The training is provided in groups per language and level. The levels range from level 0 (absolute beginners) to level 6. The course content for the levels 0-6 is aligned to the Common European Framework of Reference for Languages (CEFR) and follows the European Commission descriptor.

The Contractor is expected to align all language courses provided to the Commission descriptors. No development/adaptation fees will be paid for the adaptation of courses to the level descriptions.

EMEA offers language courses in French, German, Spanish, Italian, Polish, Swedish, Greek, Portuguese and English. Lessons in other European language might be required in the future.

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

Groups in level 0 have 2.5 hours tuition per week, level 1-5 have 2 hours tuition per week, level 6 has 1 hour tuition per week. English lessons are 1.5 hours per week for all groups. The Contractor is expected to provide tuition at the hours stated above.

I.10. 2. Trainers:

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

I.10. 3. Training material:

The books used by the language trainers in the language lessons should follow CEFR standards.

I.10. 4. Exams:

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

EMEA requires oral and written exams, marking sheets, results and certificates.

I.10. 5. Course adaptations/development (if requested by EMEA):

Should a course or an exam be specially created for the EMEA, this course will be intellectual property of the EMEA. A service level agreement may be signed for specific courses in addition to the contract if required.

I.10. 6. Training organisation:

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

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

Suitable technical equipment to support training courses is available at the EMEA and as needed other equipment can be hired with enough advanced notice from the training provider.

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

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

The Contractor has to provide the Services on all EMEA working days, which may include UK public holidays, without the payment of any additional Charges by EMEA. The list of EMEA holidays in 2008 and 2009 is given in Annex V of this Contract.

I.10. 7. Training evaluation:

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

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

ARTICLE I.11 – SERVICE LEVEL AGREEMENT

EMEA and the Contractor may negotiate and sign a Service Level Agreement (“SLA”) following entry into force of the Contract. Such SLA shall be incorporated into the Contract by way of an amendment and shall be deemed to form Annex IV of it from the date of said amendment. Any Purchase Orders implemented prior to incorporation of the SLA shall be provided in accordance with minimum standards to be reasonably expected within the industry in the context of the Charges incurred thereby.

The scope of the SLA shall be to clearly define the Contract management procedures and to fix appropriate quality indicators and levels for the provision of Services and for the Contract administration.

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 – NOT APPLICABLE

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 (including, but without limitation, all copyright in any course material), 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. For the avoidance of doubt, the Contractor confirms that should a training course be specially created for the EMEA, the arising Intellectual Property Rights shall be owned by EMEA.
- 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 Services provided are not in conformity with the Tender Specifications (Annex I);
- (e) 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 Purchase Order per calendar day of delay.

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on its part or of written withdrawal by 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 purchase orders

Where execution of a Purchase Order 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 Purchase Order 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.

ARTICLE II.19 – WHOLE AGREEMENT AND AMENDMENTS

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

ARTICLE II.20 – 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,
Ms Frances Nuttall,
Head of Sector for Personnel & Budget

signature[s]: _____

signature: _____

Done at [place], [date]

Done at London, [date]

In duplicate in English.

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

Annex IV to contract – Service Level Agreement (if required)

2008

EMEA HOLIDAYS

1 January	Tuesday, New Year's Day
2 January	Wednesday, day following New Year's Day
20 March*	Maundy Thursday
21 March	Good Friday
24 March	Easter Monday
1 May*	Thursday, Ascension Day
2 May*	Friday following Ascension Day
9 May	Friday, Anniversary of the Schuman Declaration
12 May	Whit Monday
26 May*	Spring Bank Holiday
25 August*	Summer Bank Holiday
24 December	Wednesday, Christmas Eve to 31 December

2009

EMEA HOLIDAYS

1 January	 Thursday, New Year's Day
2 January	 Friday, day following New Year's Day
9 April*	 Maundy Thursday
10 April	 Good Friday
13 April	 Easter Monday
1 May*	 Friday, Labour Day
21 May	 Thursday, Ascension Day
22 May*	 Friday, day following Ascension Day
25 May*	 Spring Bank Holiday
1 June	 Whit Monday
31 August*	 Summer Bank Holiday
# 1 November	 Sunday, All Saints' Day
2 November*	 Monday, All Souls' Day
24 December	 Thursday, Christmas Eve
	to
31 December	 Thursday, New Year's Eve