



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

Resources, Communication  
Communication, CAD



19-12-2006

## Framework Service Contract

*Contract title* **Framework contract for services in support of communication activity on the European Social Fund (ESF) and related policies**

*Contract reference No* **VC/2006/0297**

The above title and reference No **must** be quoted in **all** correspondence with the Commission.

*Contractor* **EUROPEAN SERVICE NETWORK SA**

### Other administrative information

*Department* **DG EMPL/H/3**

*Prior information* O.J. ref. No of notice publication: V/2006/0007

*Call for tender* DG EMPL ref. No: VT/2006/038 of 27/06/2006

*Tender information* O.J. ref. No of notice publication: 2006/S 119-126265

*EPIC* Record No: 2006/025

*Service category* No: A11

*Type of Contract* V/SE/FRASEC02

The European Community (hereinafter referred to as "**the Community**"),  
represented by the Commission of the European Communities (hereinafter referred to as "**the Commission**"),  
which is represented for the purposes of the signature of this Contract by Barbara NOLAN,  
Head of Unit - EMPL/H/3, Employment, Social Affairs and Equal Opportunities DG,

on the one part,

AND

EUROPEAN SERVICE NETWORK SA,  
registered legal form: SOCIETE ANONYME,  
statutory registration number: BL476968,  
official address in full: RUE DU COLLEGE 27, BE-1050 BRUXELLES, BELGIUM,  
VAT registration number: BE0428304785,  
(hereinafter referred to as "**the Contractor**"),  
represented for the purposes of the signature and management of the present Contract by MR  
Koenraad TOMMISSEN, Managing Director,

of the other part,

 WE AGREED

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

- **Annex I** Tender Specifications (Invitation to Tender No. VT/2006/038 of 27/06/2006) and Monitoring
- **Annex II** Contractor's Tender (Registre CAD Ref. No. A/19414 of 14/09/2006)
- **Annex III** Model Forms
- **Annex IV** CVs and classification of experts

which forms an integral part of this Contract (hereinafter referred to as "**the Contract**").

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 Contract shall take precedence over those in the Orders. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex II).

Subject to the above, the several instruments forming part of this Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.8 should he dispute any such instruction.

! NEW  
ADDRESS

3 GALERIE RAVENSTEIN  
1000 BRUXELLES

## **I. Special conditions**

### **Article I.1 Subject**

- I.1.1.** The subject of the Contract is: **Framework contract for services in support of communication activity on the European Social Fund (ESF) and related policies.**
- I.1.2.** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through Orders is binding on the Commission.
- I.1.3.** Once implementation of the Contract has commenced, the Contractor shall execute the tasks in accordance with Annex I.
- I.1.4.** All Orders implementing the Contract shall conform to the terms set out therein.
- I.1.5.** The Contract does not confer on the Contractor any exclusive right to provide the services described in Annex I to the Commission.

### **Article I.2 Duration**

- I.2.1.** The Contract shall enter into force on the date on which it is signed by the last contracting party. The date of signature of the present Contract is that of the date stamp applied by the postal services of Employment, Social Affairs and Equal Opportunities DG on the title page of the present Contract after it has been signed by both parties.
- I.2.2.** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the Order enters into force.
- I.2.3.** The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4.** The Orders shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such Orders after its expiry, but no later than 6 months.

- I.2.5.** The Contract may be renewed up to 1 time(s), each time for a period of 24 months, only before expiry of the Contract and with the express written agreement of the parties. Renewal does not imply any modification or deferment of existing obligations.

### **Article I.3 Prices**

- I.3.1.** The prices of the services shall be as listed in Annex I.

The maximum total amount of the Contract may not exceed EUR 4 500 000.00 for the totality of Orders.

- I.3.2.** Prices shall be expressed in EUR.

### **1.3.3. Price revisions**

Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

From the beginning of the second year of duration of the Contract, 80% of each price may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which orders or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index MUICP published for the first time by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin (*Theme 2 - Economy and Finance, Collection Detailed tables, Money, finance and the euro: Statistics*).

Revision shall be calculated in accordance with the following formula:  $Pr = Po \times [0,2 + 0,8 (Ir / Io)]$  where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month corresponding to the final date for submission of tenders;
- Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

### **1.3.4. Travel, subsistence and shipment expenses**

In addition to the total amount specified in each order, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of EUR 500 000.00, throughout implementation of the Contract. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex III, 2.1.

## **Article I.4 Implementation of the Contract**

**I.4.1.** Within 15 working days of a request for services being sent by the Commission, the Contractor shall return an estimate of the resources to be allocated for its execution, with particulars in support.

**I.4.2.** Within 15 working days of an Order Form being sent by the Commission, the Contractor shall return it, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date the Contractor returns the order form, unless a different date is indicated on the form.

## **Article I.5 Payment periods**

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is 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.5.1. Pre-financing**

Within 30 days of the date on which the Contractor returns the Order Form and the relevant invoice, indicating the reference number of the Contract and of the Order to which it refers, pre-financing payment of 30% of the total value of the Order shall be made.

### **I.5.2. Interim payment**

Not applicable.

### **1.5.3. Payment of the balance**

The request for payment of the balance by the Contractor shall be admissible if accompanied by:

- the final technical report in accordance with the instructions laid down in Annex I,
- the relevant invoices indicating the reference number of the Contract and of the Order to which they refer,
- statements of reimbursable expenses in accordance with Article II.7,

provided the report has been approved by the Commission.

The Commission shall have 45 days from receipt to approve or reject the report, and the Contractor shall have 30 days in which to submit additional information or a new report.

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoice shall be made.

For Contractors established in Belgium, the Orders shall include the following provision: *"En Belgique, l'utilisation de ce bon de commande vaut présentation d'une demande d'exemption de la TVA n° 450"* or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): *"Exonération de la TVA, Article 42, § 3.3 du code de la TVA"* or an equivalent statement in the Dutch or German language.

### **1.5.4. Performance guarantee**

Not applicable.

## **Article I.6 Bank account**

Payments shall be made to the Contractor's bank account denominated in euro <sup>1</sup>, identified <sup>2</sup> as follows:

- |  |                                      |
|--|--------------------------------------|
| - Name of bank:                        | ING BELGIUM NV/SA                    |
| - Address of branch in full:           | 24, AVENUE MARNIX, BRUSSELS, BELGIUM |
| - Exact designation of account holder: | EUROPEAN SERVICE NETWORK ESN         |
| - Full account number including codes: | 310180168997                         |
| - IBAN or, if non available, BIC code: | BE54310180168997                     |

## **Article I.7 General administrative provisions**

Any communication relating to the Contract or to its implementation shall be made in writing and shall bear the Contract and Order numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses:

### **Commission**

European Commission  
Directorate-General Employment, Social Affairs and Equal Opportunities  
EMPL/H/3  
B-1049 Brussels (Belgium)

### **Contractor**

MR Koenraad TOMMISSEN  
Managing Director  
EUROPEAN SERVICE NETWORK SA  
RUE DU COLLEGE 27  
BE-1050 BRUXELLES  
BELGIUM

<sup>1</sup> Or local currency where the receiving country does not allow transactions in EUR.

<sup>2</sup> By a document issued or certified by the bank.

## Article I.8 Applicable law and settlement of disputes

I.8.1. The Contract shall be governed by the national substantive law of Belgium.

I.8.2. Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Brussels.

## Article I.9 Other special conditions

### ***Definition of the term "payment request" regarding the interests for late payments***

It is understood that a payment request, as mentioned in Article II.5.3, will only be considered as complete, if all specific documents mentioned in Article I.5; are joined to this request. If these specific documents are not sent to the Commission all together with the payment request, the 45 days shall only run from the date of the first registered receipt of the last document, making the payment request complete. As regards payments subject to the prior approval of a report (or to the signature of a certificate of final acceptance for supplies delivery) by the Commission, according to Article I.5, the period of 45 calendar days shall start only on the date when both the complete payment request has been registered and the report has been approved (or the certificate of final acceptance has been signed) by the Commission, provided the Commission has itself respected the time limits set in the present Contract and its annexes for such approvals.

### ***Other additional special conditions***

Provisions amending conditions of the contract:

1- In addition to costs mentioned in Art. I.3.4, costs related to postal mail, to purchase (copyright) of pictures or other illustrations and unavoidable expenses necessary to the achievement of the Contract Contingencies, can be reimbursed under this contract in line with section 9 of the specifications.

2- Art. I.5.1 concerning pre-financing shall only apply for specific orders for services and only if the amount of the single order is above 30.000 EUR.

Within 30 days at the latest of the reception date of the relevant invoice (indicating the reference number of the order it refers), a pre-financing payment of 30% of the part A of the breakdown of prices of the order shall be made.

For pre-financing payments equal or above 150.000 EUR a duly constituted financial guarantee equal to at least the value of the invoiced pre-financing payment shall be submitted by the contractor.

In this case, the 30 days time limit for the pre-financing payment shall only start upon submission of the financial guarantee.

3- With respect to Art. II.13: Sub-contracting foreseen in the contractor's tender shall be deemed to be authorized by the Commission in accordance with Art. II.13.1.

## II.

## General conditions

### Article II.1 Performance of the Contract

**II.1.1.** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably 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 Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.

**II.1.3.** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.

**II.1.4.** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.

**II.1.5.** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.

**II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
- the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.

**II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of 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 tasks assigned to him resulting from the replacement of staff in accordance with this Article.

**II.1.8.** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. 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 his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

**II.1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, the Commission may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may impose penalties or liquidated damages provided for in Article II.16.

## Article II.2 Liability

**II.2.1.** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.

**II.2.2.** The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission 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 provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

**II.2.4.** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.

**II.2.5.** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

## Article II.3 Conflict of Interests

**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 conflict of interests 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 conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission 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 his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

**II.3.2.** The Contractor shall abstain from any contact likely to compromise his independence.

**II.3.3.** The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he 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, 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 his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

## Article II.4 Invoicing and Payments

### **II.4.1. Pre-financing**

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to

the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part. The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The Commission shall release the guarantor from its obligations as soon as the Contractor has demonstrated that any pre-financing has been covered by equivalent work. The guarantee shall be retained until the pre-financing has been deducted from interim payments or payment of the balance to the Contractor. It shall be released the following month. The cost of providing such guarantee shall be borne by the Contractor.

#### **II.4.2. Interim payment**

At the end of each of the periods indicated in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- an interim technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations or information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

#### **II.4.3. Payment of the balance**

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents, which are provided for in the Special Conditions:

- a final technical report in accordance with the instructions laid down in Annex I;
- the relevant invoices indicating the reference number of the Contract and of the order or specific contract to which they refer;
- statements of reimbursable expenses in accordance with Article II.7.

If the report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new report.

If the Commission does not react within this period, the report shall be deemed to have been approved. Approval of the report does not imply recognition either of its regularity or of the authenticity, completeness or correctness of the declarations and information enclosed.

Where the Commission requests a new report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new report shall likewise be subject to the above provisions.

## Article II.5 General Provisions concerning Payments

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

**II.5.2.** The payment periods referred to in Article I.5 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

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

## Article II.6 Recovery

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

**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.** In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission 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. The Commission may also claim against the guarantee, where provided for.

## Article II.7 Reimbursements

**II.7.1.** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.

**II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.

**II.7.3.** Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
- (d) travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

- II.7.4.** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- (a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
  - (b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
  - (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
  - (d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

**II.7.5.** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.

## **Article II.8 Ownership of the Results – Intellectual and industrial Property**

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the Community, which may use, publish, assign or transfer them as it sees fit, without geographical or other limitation, except where industrial or intellectual property rights exist prior to the Contract being entered into.

## **Article II.9 Confidentiality**

**II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

**II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

## **Article II.10 Use, Distribution and Publication of Information**

**II.10.1.** The Contractor shall authorise the Commission 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 the reports. Where personal data is concerned, Article I.9 shall apply.

**II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or 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 the Commission.

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

**II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission 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 him. Failure to comply shall make the relevant invoices invalid.

**II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including 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.

**II.11.4.** Invoices presented by the Contractor shall indicate his 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 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.1.8, if either contracting 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 contracting 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 his contractual obligations owing to force *majeure*, he shall have the right to remuneration only for tasks actually executed.

**II.12.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

## Article II.13 Subcontracting

**II.13.1.** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

**II.13.2.** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

**II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

## 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 authorisation from the Commission.

**II.14.2.** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

## Article II.15 Termination by the Commission

**II.15.1.** The Commission may terminate the Contract, a pending order or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his 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;
- (b) where the Contractor has been convicted of an offence concerning his professional conduct by a judgment which has the force of *res judicata*;
- (c) where the Contractor has been guilty of grave professional misconduct proven by any means which the Commission can justify;
- (d) where the Contractor has 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 he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (e) where the Commission seriously suspects the Contractor of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (f) where the Contractor is in breach of his obligations under Article II.3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order or a specific contract has not actually commenced within fifteen days<sup>3</sup> of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

**II.15.2.** In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

**II.15.3.** Prior to termination under point e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

### **II.15.4. Consequences of termination**

In the event of the Commission terminating the Contract or a pending order or specific 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 his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

<sup>3</sup> This period can be modified in the Special Conditions depending on the nature of the contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees enforceable under the Contract.

## **Article II.16 Liquidated Damages**

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2% <sup>4</sup> of the amount of the relevant purchase 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 his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission 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 Checks and Audits**

**II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last implementation.

**II.17.2.** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.

**II.17.3.** In addition, 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 from signature of the Contract up to five years after payment of the balance of the last implementation.

## **Article II.18 Amendments**

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties. An oral agreement shall not be binding on the contracting parties. An order or a specific contract may not be deemed to constitute an amendment to the Contract.

## **Article II.19 Suspension of the Contract**

Without prejudice to the Commission's right to terminate the Contract, the Commission may at any time and for any reason suspend execution of the Contract, pending orders or specific contracts 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. The Commission may at any time following suspension give notice to the Contractor to resume the work suspended. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the orders or specific contracts or of part thereof.

<sup>4</sup> The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

## Signatures

1. For the Contractor,

MR Koenraad TOMMISSEN  
Managing Director  
EUROPEAN SERVICE NETWORK SA

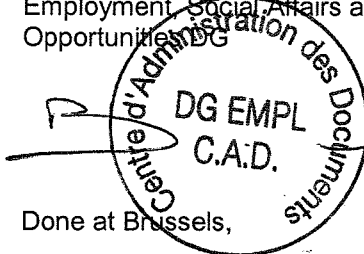


Done at ..... (place),

..... (date)

2. For the Commission,

Barbara NOLAN  
Head of Unit - EMPL/H/3  
Employment, Social Affairs and Equal  
Opportunities DG



Done at Brussels,

..... (date)

19-12-2006

In duplicate in English.

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## **Tender Specifications, Price List and Monitoring**

### **ANNEX I**

Tender No. VT/2006/038 of 27/06/2006

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**1. Additional information to the Tender specifications with price list and monitoring**

See attached document(s): 15 pages.

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## Contractor's Tender

ANNEX II

Registre CAD Ref. No. A/19414 of 14/09/2006

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See attached document: ~~824~~ 819 pages. ~~CA~~

813 ~~CA~~

## ANNEX III **Model Forms**

### **1. Model Forms**

#### **1.1. Request for Services**

The Request will be accompanied by indicative *Draft Tender Specifications and Monitoring* about the services to be performed.

#### **1.2. Service Order Form**

The Order Form will be accompanied by precise and detailed (binding) *Tender Specifications and Monitoring* about the services to be performed and by the *Tender of the Contractor*.

### **2. Calculation of amounts due under the present Contract**

#### **2.1. Fees**

Initial calculation based on unit price(s) per w.d. of expert(s) depending on the level of qualification of the expert(s) executing the mission. The unit price(s) is (are) expected to cover the expert(s) fees, the Contractor's administrative expenses, as well as the costs of producing the contractual number of copies of the required report(s) <sup>5</sup> in the required format(s), but does not include the reimbursable expenses defined below.

*N.B. Duration of the services:* This includes, besides the time necessary for the carrying out of the services themselves, the necessary time for preparatory work, trips and travelling back and forth between the offices of the Contractor and/or the expert(s) and the places where the services are being carried out and for meetings with the services of the Commission, as well as time for the preparation of reports and output documents related to the work.

#### **2.2. Reimbursements**

If the reimbursement of expenses is foreseen in the Special Conditions, the Commission will reimburse only:

- the subsistence expenses of the Contractor and his staff,
- travel expenses (other than local transport costs),
- expenses for the shipment of equipment or unaccompanied luggage,

directly connected with performance of the tasks specified in Article I.1. of this Contract.

##### **2.2.1. DSAs (Daily Subsistence Allowances)**

The daily subsistence allowance (DSA) is paid as a flat-rate amount and is considered to cover breakfast and two main meals, local travel, the cost of telecommunications, including fax and Internet, and all other sundries. They will be paid for each calendar day spent on mission away from the usual place of work, provided that the corresponding assignment is of a short-term nature. The DSA will vary according to the country in which the missions are to be carried out.

Daily subsistence allowances (DSA) are to be calculated as follows according to the length of the mission:

- 6 hours or less: reimbursement of actual expenses (on production of supporting documents);
- more than 6 hours but not more than 12 hours: 0.5 DSA;
- more than 12 hours, but not more than 24 hours: 1 DSA;

<sup>5</sup> All details on Monitoring and Reporting are to be indicated and included in the Tender Specifications.

- more than 24 hours but not more than 36 hours: 1.5 DSA;
- more than 36 hours but not more than 48 hours: 2 DSA;
- more than 48 hours but not more than 60 : 2.5 DSA, and so on.

The agreed rates (in EUR per calendar day) to be used for the purposes of the present Contract are set as follows:

Destinations		DSA in EUR	Maximum hotel price in EUR	Destinations		DSA in EUR	Maximum hotel price in EUR
AT	Austria	95,00	130,00	IT	Italy	95,00	135,00
BE	Belgium	92,00	140,00	LT	Lithuania	68,00	115,00
BG	Bulgaria	70,00	205,00	LU	Luxembourg	92,00	145,00
CY	Cyprus	93,00	145,00	LV	Latvia	66,00	145,00
CZ	Czech Republic	75,00	155,00	MK	Macedonia	50,00	160,00
DE	Germany	93,00	115,00	MT	Malta	90,00	115,00
DK	Denmark	120,00	150,00	NL	The Netherlands	93,00	170,00
EE	Estonia	71,00	110,00	PL	Poland	72,00	145,00
EL	Greece	82,00	140,00	PT	Portugal	84,00	120,00
ES	Spain	87,00	125,00	RO	Romania	60,00	170,00
FI	Finland	104,00	140,00	SE	Sweden	97,00	160,00
FR	France	95,00	150,00	SI	Slovenia	70,00	110,00
HR	Croatia	60,00	120,00	SK	Slovakia	80,00	125,00
HU	Hungary	72,00	150,00	TR	Turkey	55,00	165,00
IE	Ireland	104,00	150,00	UK	United Kingdom	101,00	175,00

### 2.2.2. Travel expenses

Travel expenses shall be reimbursed following the provisions of Article II.7.3.

### 3. Additional provision

It is understood that the Parts "Fees and Direct Costs" and "Reimbursable Expenses" are set as provisions only. They constitute a maximum for the overall cumulative value of all services rendered by the Contractor under the present Contract – they will be due only if services are actually rendered to the Commission according to this Contract and its Annexes, both in quantity and in quality.



## EUROPEAN COMMISSION

Employment, Social Affairs and Equal Opportunities DG

[directorate]  
[unit]

Brussels,  
EMPL/..... - D(2006) - .....

(date of notification)

[Name and address of Contractor]

### Request for Services

Ref. No VC/...../.....

(Ref. No to be quoted in all correspondence)

#### Under the Service Framework Contract

ref. No ..... of .....

between ..... and DG .....

Further to the above referenced Contract concluded between the Commission and your firm please make a proposal for services according to the specifications below.

1. Title of the requested services	
2. Requestor (Name and title)	
3. Draft Tender specifications and Monitoring	See attached <i>Draft Tender specifications and Monitoring</i>
4. Estimated duration (Calendar days)	
5. Estimated expertise required (Estimated number of experts, of w.d./expert, of total w.d.)	See attached <i>Draft Tender specifications and Monitoring</i> , 4. Estimated expertise required
6. Expected output (Specialised services to be rendered)	See attached <i>Draft Tender specifications and Monitoring</i>
7. Address of requestor, where to send the proposal in return (Full address)	European Commission Employment, Social Affairs and Equal Opportunities DG [Unit and administrative address] B-1049 Bruxelles, Belgium
8. Signature of requestor	
9. Date of signature by requestor	

w.d. = 1 working day for 1 expert; only the services actually rendered by the expert(s), i.e. only the w.d. actually worked by the expert(s) in relation with the mission concerned, shall be payable to the Contractor.

We thank you in advance for a prompt answer to the above request, in the form of a proposal (estimate) following the terms and conditions of the Contract, at your earliest convenience within the next 10 working days counted from the date of signature set above in box 9.

Please make sure that your estimate is constructed according to the provisions set in Annex I of the Contract, and include your own views, suggestions and recommendations as regards the methodology and/or the expertise required (including counter- or alternative proposals/suggestions you would judge appropriate).

#### Annex:

- Proposed *Draft Tender Specifications and Monitoring*.

**EUROPEAN COMMISSION**

Employment, Social Affairs and  
Equal Opportunities DG  
Requesting Department

.....  
.....

**Service Order Form**

Brussels, (date of issue)

Following a Service Framework Contract

Reference Nos to be quoted in all correspondence	
Order form No:	Accounting No:
VC/...../.....	SI2. ....

Order form title: .....

This order is governed by the provisions of Framework Contract No ..... of ....., between the Contractor and DG ....., in force from ..... to .....

Acceptance of this order implies that the contractor waives all other terms of business or of execution of the tasks.

Description of the Services	Unit price in €	Unit Quantity type	Sub-total in €	Total in €
<b>FEES AND DIRECT COSTS</b> (fixed prices)				
Specialised services: max. provision for fees				0,00
Experts of qualification level I				
Details	0,00	0 w.d.	0,00	
Experts of qualification level II				
Details	0,00	0 w.d.	0,00	
Experts of qualification level III				
Details	0,00	0 w.d.	0,00	
Experts of qualification level IV				
Details	0,00	0 w.d.	0,00	
Specialised supplies: max. provision for direct costs (to be specified)				0,00
Details	0,00	0 unit	0,00	
Travel				0,00
Journeys for participants as mentioned in Annex I				
Details	0,00	0 trip	0,00	
Provision for supplementary journeys upon request of the Commission				
Details	0,00	0 trip	0,00	
Accommodation				0,00
Hotel expenses for participants as mentioned in Annex I				
Details	0,00	0 pers.	0,00	
Provision for supplementary accommodation upon request of the Commission				
Details	0,00	0 pers.	0,00	
Subsistence				0,00
Subsistence expenses for participants as mentioned in Annex I				
Details	0,00	0 w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission				
Details	0,00	0 w.d.	0,00	
Logistic and organisational expenses				0,00
Rent of conference rooms				
Details	0,00	0 pers.	0,00	
Catering				
Details	0,00	0 pers.	0,00	
Fees for interpreters				
Details	0,00	0 pers.	0,00	
Rent of interpreters' boots and supplies				
Details	0,00	0 unit	0,00	
Printing and dissemination of documents				
Details	0,00	0 copies	0,00	
Translations				
Details	0,00	0 pages	0,00	

Description of the Services	Unit price in €	Quantity	Unit type	Sub-total in €	Total in €
Other direct costs (to be specified)					0,00
Details	0,00	0	unit	0,00	
<b>Sub-total "Fees and Direct Costs"</b>					<b>0,00</b>

REIMBURSABLE EXPENSES	(max. prices)				
Travel expenses					0,00
Journeys for experts as mentioned in Annex I					
Details	0,00	0	trip	0,00	
Provision for supplementary journeys upon request of the Commission					
Details	0,00	0	trip	0,00	
Accommodation expenses					0,00
Hotel for experts as mentioned in Annex I					
Details	0,00	0	pers.	0,00	
Provision for supplementary accommodation upon request of the Commission					
Details	0,00	0	pers.	0,00	
Subsistence expenses					0,00
Subsistence for experts as mentioned in Annex I					
Details	0,00	0	w.d.	0,00	
Provision for supplementary subsistence upon request of the Commission					
Details	0,00	0	w.d.	0,00	
Shipment and/or other reimbursements (to be specified)					0,00
Details	0,00	0	unit	0,00	

Contingencies (cannot be used without the prior and express approval by the Commission, by the way of a written note allowing for reallocation(s) of part or total of this provision to one or several items above)					0,00
Calculation base	0,00				
Contingencies: approx. % of calculation base		0	%	0,00	
<b>Sub-total "Reimbursable Expenses" (Art. I.3.4)</b>					<b>0,00</b>

Place of implementation:	<b>Total amount without VAT</b>				<b>0,00</b>
European Commission	<b>VAT %</b>				<b>0</b>
.....					<b>0,00</b>
Terms of payment:	<b>Overall Total</b>				<b>0,00</b>
.....					

<p>Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities the Commission is exempt from all taxes and dues, including value added tax, on payments due in respect of this Contract.</p> <p>For Contractors established in Belgium, the provisions of the Contract constitute request for VAT exemption No 450, provided that the Contractor indicates in his invoice(s) as follows: "Exonération de la TVA, Article 42, § 3.3, du code de la TVA", or equivalent indication in Dutch or German language.</p> <p>If the Contractor has a fiscal imposition place in a Member State of the European Union other than Belgium, see attached Form 15.10.</p>	Duration:
	The duration of the tasks shall not exceed .....
	Execution of the tasks:
	Execution of the tasks shall start from .....
	<b>Signature</b>
	For the Commission,
	.....
	Employment, Social Affairs and Equal Opportunities DG
	(signature)
	Done at Brussels, ..... (date)
	In duplicate, in English
	<b>Annexes:</b>
	— Annex I: Tender Specifications and Monitoring
	— Annex II: Contractor's Tender (Registre CAD Ref. No. .... of ....) signed by the Contractor
	— For Contractor with fiscal imposition place in a Member State of the European Union other than Belgium: form 15.10 – VAT and excise duty exemption certificate

## ANNEX IV CVs and classification of experts

### 1. Classification of experts according to level of expertise

Level of qualification	Category of personnel
I	Highly qualified expert having assumed important responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 15 years professional experience of which at least 7 must be connected with the professional sector concerned and the type of tasks to be performed.
II	Highly qualified expert having assumed responsibilities in his/her profession, recruited for his/her management/supervisory, thought and creativity skills as regards professional practise. He/she must have at least 10 years professional experience of which at least 4 must be connected with the professional sector concerned and the type of tasks to be performed.
III	Certified expert having received a high-level training in his/her profession, recruited for his/her thought and creativity skills as regards professional practise. He/she must have at least 5 years professional experience of which at least 2 must be connected with the professional sector concerned and the type of tasks to be performed.
IV	Junior expert, newcomer to the profession but holding a university degree or equivalent training related to the professional sector concerned and the type of tasks to be performed.

### 2. List of experts assigned

Full names of experts assigned	Level of Qualification (I to IV, see above)
<b>Project leader</b> (responsible for the management and co-ordination of the services requested by the Commission)	
VAERMAN Guy - Level I - Project Manager (Contract signatory)	
<b>Other experts</b>	
ĀBOLTIŅŠ Reinis	Senior Media Expert I
AL NIMA Hakim	Stand Assistant III
ARTURAS Jonkus	Senior Media Expert I
BAKER Cecilia	Editorial Coordinator I
BAZELAIRE Gilles	Graphical Web-designer IV
BAZELAIRE Mathieu	Web-designer developer III
BERIAUX Daniel	Studio Coordinator I
BLACKLEY Simon	Project Manager I
BLATRIER Jean-Bernard	Stand Head of Project I
BOON Dominique	Graphic Designer I
BRAEKEN Valérie	Event Manager II
BRICTEUX Caroline	Webmaster IV
BROUET Olivier	Junior Project Executive/ Project Manager II
BRUINSONCKX Juliette	Graphic Designer I
CHAPPELL Sarah	Expert TV II
CHIPOT Sébastien	Project Manager III
CHRISTIE Aidan	Senior Writer II
COAKLEY Christopher Michael John	Junior Writer III
COERTEN Paul	Photographer I
CORDEIRO Alexandre	Senior Media Expert I
CRAVOTTA Alessandro	Layout Specialist II
D'AFTERS Tracey	Senior Writer I
D'ALLESSANDRO Stephen	Senior Media Expert I
DE BORMAN Jean-Batiste	Graphical Web-designer IV
DE LATRE Gregory	Layout specialist III
DE SWAEF Stéphane	Expert TV I
DEÁK Kinga Ilona	Senior Media Expert III
DELFOSSÉ Patrick	Production Manager II
DELSAUTE Jean-Luc	Online Discussion Forum II

Full names of experts assigned		Level of Qualification (I to IV, see above)
	Administrator	
DUCOBU François	Audiovisual Journalist	II
FELIX Philippe	User Requirement Analyst	I
FONTAINE Thierry	Audiovisual Journalist	III
FOREST Alain	Production Director	I
FRANKENTHAL Andrea	Producer	II
GILLET Valérie	Data Analyst	IV
GIRAUDON Sylvie	Print Production Manager	I
GRAHAM Ian	Senior Writer	I
GREINER Christine	Senior Media Expert	I
GRYZEWSKY Nicole	Senior Media Expert	III
GUTIERREZ Peter	Content Writer	I
HARDY Jean-Marc	User Interface Specialist	II
HARIGA Véronique	Illustrator	II
HENCEVAL Mathieu	Junior Project Executive	III
HENNEN Bénédicte	Production Assistant	I
HÖGEMANN Frank	Online Discussion Forum Administrator	IV
HOLMAN Katherine	Senior Writer	I
JENKINS Hugh	Production Coordinator	I
JOHNSON Toby	Senior Consultant & Senior Writer	I
KARDIES Nicholas	Senior Media Expert	I
KEKA Boris	Senior Media Expert	II
KIELEMOES David	Junior Web Developer	IV
KITCHENER Melanie	Project Manager	II
KOBILSKY Andrea Paula	Senior Consultant	II
KOPMELS Marcel	Senior Consultant	I
KOZAK Magda	Assistant	III
KÜHNEMUND Martin Herbert	Junior Project Executive	IV
LÄÄNE Luulea	Senior Media Expert	III
LANGENSKIÖLD Kaija	Senior Media Expert	I
LAUS Serena	Expert TV	IV
LEYDER Nathalie	Project Manager	II
LOW Toby	Medialink, Expert TV	
MALCORPS Luc	Senior Media Expert/ Project Manager	I
MARWOOK Rebecca	Junior Media Expert	III
NYSTRÖM Robert	Senior Media Expert	I
O'RIORDAN Sean	Senior Media Expert	I
OLYMPIOS Yannis	Senior Media Expert	I
PLENNEVAUX Alexandre	Junior Web-developer	III
RDJABALI Layla-Caroline	Expert TV	II
RELLA Claude	Stand Head of Project	I
RICHT Martin	Web-developer	III
SAINTENOY Jean-Christophe	Senior Analyst	I
SANGALLI Michela	Senior Media Expert	II
SAVICKA Vita	Senior Media Expert	I
SEEBACHER Uwen Georg, Dr Mag.	Senior Media Expert	I
SELÇUK Demirel	Illustrator	I
SO Kim Reinald	Senior Graphic and Web-designer	II
SPEARS Nick	Producer	III
STÄHLBERG Jan	Senior Expert Media	I
STEIN Nicolas	Web-developer	II
SUNNERBERG Constantin (COST)	Illustrator	III
SVEDMAN Martin	Junior Project Executive	IV
TAVERNE Sabine	Information Officer	I
THIELEMANS Inge	Graphic Designer	III
VAN DAMME Kathleen	Head of Project/ Project Manager	I
VAN DER JAGT Désirée	Senior Media Expert	I
VAN GINNEKEN Jean-Paul	Graphic Designer	I
VAN PARYS Leen	Senior Media Expert	I

Full names of experts assigned		Level of Qualification (I to IV, see above)
VANDEN EECKHOUDT Michel	Photographer	I
VANHAM Patricia	Layout Specialist	III
VERČIĆ Dejan	Senior Media Expert	I
WARD Benjamin James	Senior Consultant	III
WARNY Pierre-André	Production Manager	I
WAROQUIER Vincent	Assistant & Technical Support	I
WATSON John Philip	Project Manager	I
WHITE Graham	Senior Consultant	I
WOLFF Johannes	Senior Consultant	III

### 3. CVs of experts assigned

See Annex II.

*W*  
*EA*