


	eSafety Support
Final Version	D2.6 - Guidelines for Supporting Studies

Author(s)	Alessandro Carrotta, ERTICO			
Project	eSafety Support			
Date	<i>Contractual:</i>	30/11/2006	<i>Actual:</i>	30/11/2006
Project Manager	Michael Nielsen ERTICO-ITS EUROPE Tel: +32 2 400 07 49 E-Mail: m.nielsen@mail.ertico.com			

Abstract	This document contains the guidelines for the selection and production of minor studies based on eSafety Forum recommendations. Contractors performing the work will be based on tendering procedures according to these guidelines.
Keyword list	Guidelines, Studies, eSafety Support,
Nature of deliverable	Report
Dissemination	Public

Project financially supported by	
	European Commission DG INFSO
Project number FP6-2004-IST-4_026912	

Control sheet

Version history			
Version number	Date	Main author	Summary of changes
1.0	22/11/2006	Alessandro Carrotta	Draft
1.1	31/01/2007	Alessandro Carrotta	Integrated changes requested by the Steering Group Members
Approval			
	Name	Date	
Prepared	Alessandro Carrotta	24/11/2006	
Reviewed	Jacob Bangsgaard	30/11/2006	
Authorized v1.0	Alessandro Carrotta	30/11/2006	
Authorized v1.1	Alessandro Carrotta	31/1/2007	
Approved v1.1	Ivan Hodac	8/2/2007	
Approved v1.1	Arnold van Zyl	8/2/2007	
Approved v1.1	André Vits	8/2/2007	
Circulation			
Recipient		Date of submission	
European Commission		30/11/2006	
Steering Group and European Commission		1/2/2007	
Steering Group and European Commission		8/2/2007	

Table of contents

INTRODUCTION.....	4
1.1 INTENDED AUDIENCE	4
1.2 OBJECTIVES	4
1.3 EXECUTIVE SUMMARY	4
CHAPTER 2 - PROCEDURE FOR LAUNCHING STUDIES.....	6
2.1 SUBMISSION OF THE PROPOSAL FOR A STUDY	6
2.2 APPROVAL OF THE PROPOSAL FOR A STUDY	6
2.3 COMPILATION OF A SHORTLIST OF POSSIBLE CONTRACTORS AND EVALUATION PROCEDURE OF THE POSSIBLE CONTRACTORS.....	8
2.4 CONTRACTING AND LAUNCH OF THE STUDY	9
2.5 END OF THE STUDY AND PAYMENT.....	9
APPENDIX A - ESAFETY STUDY PROPOSAL TEMPLATE	10
APPENDIX B - TERMS OF REFERENCE FOR THE STUDY	11
B.1 INTRODUCTION	11
B.2 TERMS OF REFERENCE TEMPLATE	12
B.2.1 <i>Technical Description</i>	13
B.2.2 <i>Administrative details</i>	15
B.2.2.1 <i>Grounds for exclusion of Tenderers</i>	15
B.2.2.2 <i>Selection criteria</i>	16
B.2.2.3 <i>Award criteria</i>	17
B.2.2.4 <i>Award of the Contract</i>	18
B.2.2.5 <i>No obligation to award the contract</i>	18
B.2.2.6 <i>Results</i>	18
B.3 ANNEXE I.....	19
APPENDIX C - GENERAL CONDITIONS OF THE CONTRACT	21
APPENDIX D - RULES FOR REIMBURSEMENT OF PROFESSIONAL EXPENSES.....	29
D.1 PROFESSIONAL FEES	29
D.2 TRAVEL EXPENSES	29
D.2.1 <i>General conditions</i>	29
D.2.2 <i>Train travel</i>	29
D.2.3 <i>Sea travel</i>	29
D.2.4 <i>Car Travel</i>	30
D.2.5 <i>Air travel</i>	30
D.2.6 <i>Travel expenses not reimbursed</i>	30
D.3 COST OF SHIPMENT OF EQUIPMENT OR UNACCOMPANIED LUGGAGE	30
D.4 SUBSISTENCE EXPENSES	30
D.5 PROCEDURE FOR REIMBURSEMENT OF EXPENSES	31

INTRODUCTION

1.1 Intended audience

This document is prepared for the European Commission, the eSafety Steering Group, and for the possible contractors eligible to perform minor studies based on eSafety Forum recommendations.

1.2 Objectives

The overriding aim of the eSafety initiative is to accelerate the development, deployment and use of Intelligent Integrated Safety Systems.

eSafety Support's main objective is to sustain the work of the eSafety Forum by using a variety of methods and means to keep track of, and drive, progresses toward the eSafety milestones and objectives. eSafety Support is a Specific Support Action that will stimulate and monitor the activities, progress and results generated by the eSafety initiative.

Work Package 2 contains the core of eSafety Support's work in monitoring and supporting the advancement of eSafety initiative's work towards its objectives. A budget of 100,000€ has been foreseen for supporting minor studies based on eSafety Forum recommendations.

These studies will be effectuated by eSafety Support or by external contractors under the control of the eSafety Steering Group, following the procedures and the principles contained in these guidelines.

These guidelines are intended to be a handbook:

- o for eSafety Support, the European Commission and the eSafety Forum bodies involved in the process of approval, evaluation, selection and launch of a study, and
- o for all potential contractors

The studies will be launched after prior approval of the European Commission and the eSafety Steering Group. Contractors performing the work will be selected based on the following guidelines. The procedures depend on the amount of the required funds to finance the study.

1.3 Executive summary

Chapter 2 contains the procedures followed by eSafety Support and by all the contractors involved in the launch and execution of a study from the moment of the submission of a proposal to the end and payment of the contractor.

All the required forms and supporting documents are included in the Appendices: Appendix A contains the eSafety study proposal form to be submitted in order to propose a study, Appendix B contains a template for the Terms of Reference of the study, Appendix C contains the General Conditions of the Contract that will be stipulated between eSafety Support and the contractor, and Appendix D lists the rules to be applied to reimburse expenses¹.

¹ The rules of appendix D are not intended to reimburse additional costs on the top of the approved budget for fixed price studies. They represent a criterion for the reimbursement of travel and subsistence costs for all kind of studies, and to fix the upper bound to the budget for studies requiring only professional services with no other additional costs than travel expenses and, if it's the case, daily subsistence costs.

Chapter 2 - PROCEDURE FOR LAUNCHING STUDIES

eSafety Support has a budget of 100000€ for funding minor studies based on eSafety Forum recommendations with the aim of supporting the progress of the eSafety initiative towards the eSafety 28 recommendations.

This chapter formalize the following steps of the internal procedure for the launch of the study:

1. Submission of the proposal for a study
2. Approval of the proposal for a study
3. Compilation of a shortlist of possible contractors and evaluation procedure of the possible contractors
4. Contracting and launch of the study
5. End of the study and payment

2.1 Submission of the proposal for a study

Being the objective of the study the progress of the eSafety initiative, the subject of the proposed study will have to demonstrate clear evidence towards this objective.

A study to be lunched by eSafety Support supported by the budget for minor studies can be proposed by:

- o an eSafety Support Member;
- o an eSafety Working Group Chair;
- o an eSafety Forum Steering Group Member.

In order to submit a proposal for a study to be launched, the form “eSafety Study Proposal Template” (Appendix A) must be filled in and sent to eSafety Support (info@esafetysupport.org) at least 60 days before the date of the expected launch date for the study.

After reception of the form correctly filled in, eSafety Support will undertake the internal approval procedure described in Section 2.2.

2.2 Approval of the proposal for a study

Prior verification of the compliance of the objective of the study with the eSafety initiative objectives and check of the budget availability for the planned study by eSafety Support Management Group, the proposal for the study will be forwarded to the competent decision following the rule:

1. For studies whose required funding $\leq 25,000$ EUR: approval required by European Commission².
2. For studies whose required funding $> 25,000$ EUR: approval required by the European Commission and the eSafety Steering Group³.

After the approval⁴ or rejection of the proposal, eSafety Support will contact the applicant to communicate the decision of the competent body.

In case of the approval of the competent body, the applicant will draft the Terms of Reference for the study following the template of Appendix B⁵.

Terms of Reference for the proposed study will include:

- o an Executive Summary (Context and Objectives of the study), outlining the work to be performed and the relevance for the progress of safety;
- o a detailed and exhaustive list of the deliverables and of the tasks to be performed and their duration, with the clear description of the contents per each task;
- o the time line for the study including a list of milestones and deliverables;
- o the Selection Criteria and the Award Criteria to select the contractor;
- o the indicators and criteria to assess the quality of the achievement of the tasks.

After the drafting of the Terms of Reference, the document will be sent to eSafety Support, that will ask for the final validation to the decision bodies:

1. For studies whose required funding $\leq 25,000$ EUR: the Terms of Reference will be amended (if it's the case) and approved by European Commission⁶

² eSafety Support will forward the request of approval to the Project Officer. The Project Officer will then communicate to eSafety Support the decision of the European Commission within two weeks.

³ eSafety Support will forward the request of approval to the Project Officer and to the eSafety Steering Group Chairs. The Project Officer and the Chairs will then communicate to eSafety Support the decision of the European Commission and the Steering Group within the agreed deadline, that is, at the latest the day of the next eSafety Steering Group meeting.

⁴ The proposal could be approved under the condition that specific conditions are included in the Terms of Reference. These modifications can also include adjustment of the budget or specific clauses of partial financing.

⁵ The subject proposing the study can also prepare and submit the Terms of Reference together with the Study Proposal, contributing to speed-up the approval process, since the European Commission and, if it's the case, the Steering Group, could examine both the proposal and the Terms of Reference at the same time.

⁶ eSafety Support will forward the request of approval of the Terms of Reference to the Project Officer. The Project Officer will then send back the document within two weeks together with any required amendment that, if it's the case, will be integrated by the applicant.

2. For studies whose required funding > 25,000 EUR: the Terms of Reference will be amended (if it's the case) and approved by and the eSafety Steering Group⁷

Once the Terms of Reference are finalised, eSafety Support will proceed to the phase of compilation of a shortlist of possible contractors and evaluation following the procedure described in Section 2.3.

2.3 Compilation of a shortlist of possible contractors and evaluation procedure of the possible contractors

Depending on the requested budget to fund the study, a different procedure will be followed to compile a shortlist, to evaluate and to select the candidates:

- o For studies ≤ 25000 EUR eSafety Support, supported by the subject proposing the study that will make available a list of names of recommended possible candidates, will make available a list of names of recommended possible candidates⁸, will contact the possible candidates to provide them with a copy of the Terms of Reference and will ask for an offer to perform the tasks specified for the study⁹.

After having received the offers¹⁰ to perform the tasks, eSafety Support will select a candidate and will forward the decision to the European Commissions for validation, together with the other offers received. The European Commission will approve or refuse the proposed candidate, giving a valid reason in case of refusal.

If the candidate is accepted, eSafety Support will stipulate a contract with the selected candidate for the execution of the tasks listed in the Terms of References and the study will be performed, following the procedure explained in Section 2.4.

⁷ eSafety Support will forward the request of approval of the Terms of Reference to the Project Officer and the eSafety Steering Group Chairs. The Project Officer and the Chairs will then send back the document within the agreed deadline, that is, at the latest the day of the next eSafety Steering Group meeting, together with any required amendment that, if it's the case, will be integrated by the applicant.

⁸ In this case the budget for the study is ≤ 3500 EUR the minimum number of candidates for the shortlist is one. Otherwise the minimum number of candidates for the shortlist is three.

⁹ eSafety Support will specify to the candidates that they the deadline to present the offer is set 14 days after the day the European Commission approved the Terms of Reference.

¹⁰ Containing a technical and financial part

- o For studies > 25000 EUR eSafety Support, supported by the subject proposing the study that will make available a list of names of recommended possible contractors, will look for at least three different contractors to perform the study and will provide them with the Terms of Reference for the study¹¹.

After having received at least three different offers¹², eSafety Support will forward the shortlist to the European Commission and to the Steering Group Chairmen for validation, together with the offers received.

The Steering Group Chairmen will communicate to eSafety Support the name of the contractor selected by the Steering Group among one of the proposed candidates, together with a short evaluation report.

After validation of the European Commission¹³, the accepted contractor will stipulate a contract with eSafety Support for the execution of the tasks listed in the Terms of References and the study will be performed, following the procedure explained in Section 2.4.

2.4 Contracting and launch of the Study

Once the contractor has been selected, eSafety Support will prepare a contract including the Terms of References of the study and including the General Conditions of the Contract included in Appendix C.

The contract will be signed by the contractor and eSafety Support, and the study will be launched at the date agreed in the Contract.

2.5 End of the Study and Payment

After the delivery of all the deliverables specified in the Terms of Reference, their approval by eSafety Support and after that the contractor has stated all the costs sustained to achieve the tasks specified in the Terms of Reference, eSafety Support, under the rules specified in the general contractual conditions of Appendix C, will proceed to the payment of the contractor.

¹¹ eSafety Support will specify to the candidates that they the deadline to present the offer is set 14 days after the day the Steering Group approved the Terms of Reference.

¹² Containing a technical and financial part

¹³ In case of refusal of the selected candidate by the European Commission, the Steering Group Chairmen together with the Project Officer will have either to agree on another candidate out of the shortlist, or to communicate to eSafety Support, justified by a valid reason, that the shortlist of candidates must be recompiled. The evaluation procedure will therefore start from the beginning.

Appendix A - eSAFETY STUDY PROPOSAL TEMPLATE

 eSafety Support Study Proposal	Date of submission <input type="text"/>
---	---

GENERAL INFORMATION	
Provisional Title:	
eSafety Area/Topic:	
Applicant:	
Launch date (expected) (1) :	
Duration in months (expected) :	
OBJECTIVES / STRATEGY	
Justification (2) :	
Description of the objectives:	
Expected exploitation of results :	
Can the results be public? (Yes / No)	
Synergies / collaboration with other eSafety Areas:	
BUDGET	
Estimated amount:	
RESULTS OF BIBLIOGRAFIC SEARCH (3)	
COMMENTS	

Legenda:

- 1) This is the date of the publication of the Call for Tender or other procurement procedure.
- 2) Explain why you need an external study on the topic. Furthermore, if a similar study has been conducted earlier, specify the need for repeating it and how can the former results serve this new study.
- 3) Describe which search you have conducted, before requesting this study, with a view to avoiding repetition/duplication. Summarise the results of the search. Specify which database/sources you have consulted.

Appendix B - TERMS OF REFERENCE FOR THE STUDY

B.1 Introduction

The “Terms of Reference” is the most important document in the procedure: in the Terms of Reference, all requirements and deliverables should clearly be stated, in the most detailed way possible. Tenders may only be judged and scored on how the tender responds to the requirements as described in the tender specifications.

Potential tenderers can only base their offers on the information give to them, so it is in the eSafety Support’s interest that the document is as clear and precise as possible.

Selection and award criteria are vitally important in the award procedure and great care must be expended in their drafting

- o Selection criteria (on the TENDERER) are used to eliminate those tenderers who do not have the financial, economic, technical or professional capability (experience / expertise / personnel) to accomplish the relevant tasks. Tenderers who successfully pass this phase should be theoretically capable of performing the task.
- o Award criteria (on the OFFER) are used for the evaluation of the content of the tender. Judgements and scores/comments on the content of a tender must be based exclusively on these award criteria, so they must reflect the specific needs in order to get the best accomplishments on reports produced by the contractor.

It is important to remember that award criteria relate to the technical part of the offer, and not to the tenderer who will already have been examined in relation to the selection criteria as described above.

B.2 Terms of Reference Template

(TITLE OF STUDY TO BE LAUNCHED)

TERMS OF REFERENCE

Part 1: Technical description
Part 2: Administrative details

Annex I: Exclusion Criteria & Non Conflict of Interests Form

B.2.1 Technical Description

Part 1: Technical description

Title of Study to be launched

1. CONTEXT

Insert all relevant background information, references, etc.

2. OBJECTIVES OF THE STUDY

Insert clear and detailed description of study objectives/requirements. This should be as complete as possible to ensure the best possible quality of offers in response. A description of a preferred methodology should be given, as well as project management requirements.

3. DURATION

Indicate the duration of the task, and if relevant, the time-limit for completion of the tasks.

An indication of the level of effort (i.e. man-days/months) may be given.

The deadline for execution of the task is **insert deadline.**

4. DELIVERABLES

The following deliverables are required from the contract:

Insert explicit and detailed requirements – exact deliverables must be very clear to potential tenderers. Deliverables requested here will form part of the contract.

Details of reporting requirements should be given – expected delivery dates of interim and draft final reports, number of copies, format (paper or electronic version) language of drafting etc..

Insert terms of report's approval:

After reception of the each report, eSafety Support will have 30 calendar days in which:

- o to approve it, with or without comments or reservations,
- o to reject it and request a new report.

If eSafety Support does not react within this period, the report shall be deemed to have been approved.

Where eSafety Support request a new report because the one previously submitted has been rejected, this shall be submitted within 30 calendar days. The new report shall likewise be subject to the above provision.

B.2.2 Administrative details

Part 2: Administrative details

B.2.2.1 Grounds for exclusion of Tenderers

eSafety Support will exclude tenderers from participation in the procurement procedure if:

- a) they are bankrupt 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;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) 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;
- e) 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;
- f) following another procurement procedure or grant award procedure financed by eSafety Support, 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:

- a) are subject to a conflict of interest;
- b) are guilty 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 – including sub-contractors if any - may be asked by eSafety Support to provide a declaration on their honour (see Annex I of this Appendix), duly signed and dated, stating that they are not in one of the situations referred to above. The tenderers must undertake to inform eSafety Support, without delay, of any changes with regard to these situations after the date of submission of the tender.

B.2.2.2 Selection criteria

The following criteria will be used to select the tenderers. If the tender is proposed by a consortium these criteria must be fulfilled by each partner.

Documentary evidence of the tenderers' claims in respect of the below-mentioned criteria is required.

(insert exact description of additional references required for each selection criteria)

Professional Information

The tenderer must provide evidence of enrolment (declaration or certificates) in one of the professional or trade registers, in country of establishment

Financial and Economic capacity

Proof of financial and economic standing may be furnished by one or more of the following references:

- annual accounts, balance sheet or extracts from where publication of the balance sheet is required under company law in the country of establishment;
- statement of the undertaking's overall turnover and its turnover in respect of the services to which the contract relates for the previous three financial years;

If, for any valid reason, the service provider is unable to provide the references requested by the contracting authority, he may prove his economic and financial standing by any other document which the contracting authority considers appropriate.

Technical Background

The proof of the relevant technical background of the tenderer has to cover the following aspects:

Take the following list as a list of examples)

- 1. Relevant expertise of the tenderer and other applicants, including subcontractors if any, in the last 3 years, in the area of [complete]*
- 2. Experience and credibility of proposed team: concise but informative curricula vitae of all professional team members, showing relevant experience in the specific domain of this study for the last 3 years, must be included with the tender*
- 3. Technical knowledge and experience in ...*
- 4. Management capability*

Documentary evidence of the tenderers' claims in respect of the above-mentioned criteria is required, for example by way of lists of studies, research, previous projects and contracts etc.

B.2.2.3 Award criteria

Technical criteria

The tenders will be evaluated following the award criteria outlined below producing a total score out of 100%

These criteria need to be updated/set, including their weighting, in view of the specific requirements for the task).

(a) Understanding of the task required in relation to the tender (Max 20 %)

*Sub-criteria **EXAMPLE** :*

- Credibility, control and understanding of the work to be carried out (listed in part 1, points "study objectives and "requirements"). Through further elaboration in the tender. The tenderer should explain the way in which he intends to handle these various requirements.*

(b) Technical content of the tender (60%)

*Sub-criteria **EXAMPLE** :*

- Competitiveness and quality of the technical approach.*
 - Added value of the tender.*
 - Degree to which all relevant issues are covered.*
 - Quality of the tender in terms of implementing policy objectives (where applicable)*
 - Quality of deliverables.*
 - Degree of innovation of the approach.*
- (All of equal relative importance)*

(c) Management (20%)

*Sub-criteria **EXAMPLE** :*

- Verifiable objectives*
 - Balanced and consistent method of work.*
 - Realistic time scale*
 - adequate allocation of resources and expertise.*
- (All of equal relative importance)*

Minimum attainment per criterion

Offers scoring less than 50% for any criterion will be deemed to be of insufficient quality and eliminated from further consideration.

Minimum attainment overall

Offers scoring less than 60% after the evaluation process will be considered to be of insufficient quality and eliminated from the following phase.

Price

Tenders must state a total fixed price in euro exclusively.

The price must be broken down into the following categories:

- a) Professional fees: must cover all expenditure incurred in the performance of the contract with the exception of those under (b) below. The labour cost for each category of staff engaged in the project must be specified. The daily rate for labour of each member of staff and the total number of days each member of staff will contribute to the work should be provided. See Appendix D for the Rules of Reimbursement of Professional Expenses.
- b) Travel and Subsistence Costs: In the event of travel being necessary to carry out the duties specified in the tender, travel and subsistence costs shall be reimbursed in accordance with the Rules of Reimbursement of Professional Expenses in Appendix D.

B.2.2.4 Award of the Contract

The Contract will be awarded to the tender offering the best value for money, which will be the one with the best quality-price ratio, taking into account the awarding criteria.

B.2.2.5 No obligation to award the contract

Initiation of a tendering procedure imposes no obligation on eSafety Support to award the contract. Should the invitation to tender cover several items or lots, the eSafety Support reserves the right to award a contract for only some of them. The eSafety Support shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

B.2.2.6 Results

The results of the service must be forwarded to eSafety Support in Brussels. The copyright will belong to the European Commission. eSafety Support will in particular have the right to publish the results.

B.3 Annexe I

EXCLUSION CRITERIA and non conflict of interest FORM

insert title of the study

The undersigned:

.....

Name of the company/organisation:

.....

Legal address:

.....
.....

Registration number:

.....

VAT Number:

Name of the signatory of this form (authorised to represent the tenderer vis-à-vis third parties and acting on behalf of the aforementioned company or organisation):.....

.....
.....

Declares on his honour that the company or organisation that he represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of res judicata;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has 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 it is established or with those of the country of the contracting authority or those of the country where the contract is to be performed;
- e) has not 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;

- f) has not been declared to be in serious breach of contract for failure to comply with his contractual obligations subsequent to another procurement procedure or grant award procedure financed by eSafety Support.

In addition, the undersigned declares on his honour:

- g) that on the date of submission of the tender, the company or organisation he represents and the staff proposed for this tender are not subject to a conflict of interests in the context of this invitation to tender; he undertakes to inform eSafety Support without delay of any change in this situation which might occur after the date of submission of the tender;
- h) that the information provided to eSafety Support within the context of this invitation to tender is accurate, truthful and complete.

By signing this form, the undersigned acknowledges that he is aware of the administrative and financial penalties described under 2.3. part II of the specifications, which may be applied if one of the situations described in points a) to h) above arises.

.....
.....

Full name

Date

Signature

Appendix C - GENERAL CONDITIONS OF THE CONTRACT

ARTICLE 1 – PERFORMANCE OF THE CONTRACT

- 1.1.** The Contractor shall perform the tasks specified in 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.
- 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.
- 1.3.** Without prejudice to Article 3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- 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.
- 1.5.** The Contractor shall not represent eSafety Support.
- 1.7.** 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. eSafety Support 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.
- 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 eSafety Support. 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.
- 1.9.** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, eSafety Support may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, eSafety

Support may impose penalties or liquidated damages provided for in Article 15.

ARTICLE 2 - LIABILITY

- 2.1.** eSafety Support 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 eSafety Support.
- 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 12. eSafety Support shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

ARTICLE 3 - CONFLICT OF INTERESTS

- 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 eSafety Support in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.
- 3.2.** eSafety Support 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 1 the Contractor shall replace, immediately and without compensation from eSafety Support, any member of his staff exposed to such a situation.
- 3.3.** The Contractor declares:
 - o 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,
 - o 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.

ARTICLE 4 – REQUEST FOR PAYMENT

Within sixty days of completion of the tasks referred to in the Terms of Reference, the Contractor shall submit to eSafety Support an invoice quoting the reference number of the Contract to which it relates.

ARTICLE 5 – PROVISIONS CONCERNING PAYMENTS

- 5.1. Payments shall be deemed to have been made on the date on which eSafety Support's account is debited.
- 5.2. The payment period stipulated in the Terms of Reference may be suspended by eSafety Support 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.
- 5.3. eSafety Support 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 shall begin to run again once the suspension has been lifted.

ARTICLE 6 - RECOVERY

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 in euro on receipt of the debit note, in the manner and within the time limits set by eSafety Support.

ARTICLE 7 – 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 European Commission, 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 8 - CONFIDENTIALITY

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.

ARTICLE 9 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- 9.1.** The Contractor shall authorise eSafety Support 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, and the amount paid.
- 9.2.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from eSafety Support 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 eSafety Support's official position.
- 9.3.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless eSafety Support has specifically given prior written authorisation to the contrary.

ARTICLE 10 - TAXATION

- 10.1.** 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.

ARTICLE 11 - FORCE MAJEURE

- 11.1.** 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.
- 11.2.** Without prejudice to Article 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.
- 11.3.** 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.

- 11.4.** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE 12 - SUBCONTRACTING

- 12.1.** The Contractor shall not subcontract without prior written authorisation from eSafety Support nor cause the Contract to be performed in fact by third parties.
- 12.2.** Even where eSafety Support authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to eSafety Support under the Contract and shall bear exclusive liability for proper performance of the Contract.
- 12.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which eSafety Support is entitled by virtue of the Contract.

ARTICLE 13 - ASSIGNMENT

- 13.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from eSafety Support.
- 13.2.** In the absence of such authorisation, 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 eSafety Support.

ARTICLE 14 - TERMINATION

- 14.1.** eSafety Support may terminate the 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 contracting authority 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 eSafety Support 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 3;
- (g) where the Contractor was guilty of misrepresentation in supplying the information required by eSafety Support 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 eSafety Support's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within the delivery or performance period set in the Terms of Reference, and the new date proposed, if any, is considered unacceptable by eSafety Support;
- (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.

14.2. In case of force majeure, notified in accordance with Article 11, 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 the Terms of Reference.

14.3. 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.

14.4. Consequences of termination: in the event of eSafety Support 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 his commitments. He shall draw up the documents required for the tasks executed up to the date on which

termination takes effect, within a period not exceeding sixty days from that date.

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

On termination eSafety Support may engage any other contractor to complete the services. eSafety Support 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 15 – 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 eSafety Support's right to terminate the Contract, eSafety Support may decide to impose liquidated damages of 0.2%¹⁴ of the total amount of the study 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 eSafety Support 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. eSafety Support 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 16 - 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.

ARTICLE 17 - SUSPENSION OF THE CONTRACT

Without prejudice to eSafety Support's right to terminate the Contract, eSafety Support may at any time and for any reason suspend execution of the tasks under the Contract or any part thereof. Suspension shall take effect on the day the Contractor

¹⁴ The daily rate for liquidated damages may be modified where the subject of the contract so justifies.

receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. eSafety Support 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 or of part thereof.

ARTICLE 18 – STRUCTURE OF THE CONTRACT

The Contract consists of Terms of Reference and these General Conditions. In the event of conflicting interpretations, the Terms of Reference shall take precedence over the General Conditions. If specifications and the Contractor's offer are annexed to the Terms of Reference, the specifications shall take precedence over the offer and the Terms of Reference shall take precedence over both. The several instruments shall be an integral part of the Contract and, subject to the above, they shall be taken as mutually explanatory.

Appendix D - RULES FOR REIMBURSEMENT OF PROFESSIONAL EXPENSES

D.1 PROFESSIONAL FEES

The maximum daily amount that eSafety Support will pay for professional services is 450 EUR¹⁵.

D.2 TRAVEL EXPENSES

D.2.1 General conditions

Reimbursement of travel expenses shall be subject to the production of supporting documents:

- copy of the original tickets (with the price) certified by eSafety Support, or
- original invoices with a copy of the tickets certified by eSafety Support,
- for electronic tickets, documents such as e-mails and boarding passes.

Travel expenses shall be reimbursed on the basis of the shortest and most economical route between the departure point and the place where the meeting (or task) is held. In the case of a professional combining this travel with other travel arrangements, the maximum expenses paid shall be the standard economy return fare between the departure point and the meeting place mentioned above.

No moral, material or bodily harm incurred by the person in the course of his journey or of his stay at the place where the meeting is held may be the subject of a claim against eSafety Support unless it can be imputed to eSafety Support.

D.2.2 Train travel

The first-class train fare shall be reimbursed, as a maximum.

The cost of seat reservations and transport of necessary luggage, and supplements for fast trains can be refunded.

D.2.3 Sea travel

The cost of journeys by sea shall be reimbursed on production of documentary evidence.

¹⁵ This amount can be subject to changes in compliance with the European Commission fares.

D.2.4 Car Travel

When a journey is undertaken by car, the travel expenses shall be reimbursed on the basis on the first class rail fare applied by the eSafety Support, excluding sleeping car or any other supplement, such as supplement for fast trains.

If it is not possible for eSafety Support to determine a first class train fare the calculated price will be as follows: 0,17 Euro/kilometer X number of kilometers

When two or more persons entitled to reimbursement of travel expenses use the same car, only the person responsible for the car shall be reimbursed, at the rate of 150%.

A person using his own vehicle shall remain fully liable for any accidents in which he may be involved.

D.2.5 Air travel

If the distance by rail is more than 400 km or the journey includes a sea crossing, travel by air is acceptable.

The amount accepted shall not exceed the economy class airfare.

By way of exception, the business class fare can be refunded only if:

- the price does not exceed that of economy class;
- although the ticket was bought within a reasonable time, there was not the option to get a ticket in economy class;
- the confirmation letter was not received by the professional in time to allow him to book an economy fare ticket.

In these cases eSafety Support requires written evidence in order to justify the supplementary expenses (example: justification from the travel agency).

D.2.6 Travel expenses not reimbursed

- The cost of transporting a car by car-ferry.
- Taxi fares (except in duly justified cases).
- Parking expenses.
- Travel insurance expenses.

D.3 COST OF SHIPMENT OF EQUIPMENT OR UNACCOMPANIED LUGGAGE

These costs shall be reimbursable subject to prior approval by eSafety Support.

D.4 SUBSISTENCE EXPENSES

Where the distance between the departure point, stated in the appointment letter and the place where the meeting (or task) is held, is more than 100 km, a daily subsistence allowance will be allocated based upon the table of “Daily Allowances”¹⁶ for each day of meeting necessarily spent at the destination for the performance of the task or at the meeting location.

The subsistence allowance shall be a standard amount covering all expenses at the place where the meeting (or task) is held, including the costs of accommodation, meals, and local travel (including taxis).

The Contractor shall provide eSafety Support with details of each stay in respect of which subsistence expenses are claimed specifying the location and duration.

An professional entitled to the daily allowance(s), will be refunded only one outward and return journey even if the expert undertakes travel during the meeting period.

D.5 PROCEDURE FOR REIMBURSEMENT OF EXPENSES

Expenses shall be reimbursed by the eSafety Support upon submission of a clear statement of the expenses.

The reimbursement form must be signed and dated by the professional, who by signing this form declares that the travel expenses and/or allowances claimed will not be met by another organization or person for the same journey or the same period.

The recipient will be required to repay to eSafety Support any sums overpaid.

¹⁶ eSafety Support will refer to the table of «Daily Allowances» used by the European Commission.