



DRAFT FRAMEWORK CONTRACT

CONTRACT NUMBER – [complete]

The European Centre for the Development of Vocational Training, hereinafter referred to as "Cedefop", which is represented for the purposes of the signature of this framework contract by **Mr Christian F. Lettmayr, Deputy Director**,

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "The Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part

HAVE AGREED

the **I - Special Conditions**, the **II - General Conditions** and the **III - General Terms and Conditions for Information Technologies Contracts, version 2.1** below and the following Annexes:

Annex I – List of Services covered by the Contract and schedule of prices.

Annex II – Financial Identification Form and Legal entities form

Annex III – Tender Specifications (Invitation to Tender No [complete] of [complete]) incl. the requested by tenderers additional clarification questions and the resp. answers of Cedefop exchanged before the deadline for submission of offers.

Annex IV – Contractor's Tender (No [complete] of [complete]) incl. the clarification questions and answers exchanged during the tender evaluation

Annex V – Order Form – Model

Annex VI – Cedefop's ICT facilities use policy

Annex VII – Specific Contract – Model

which form 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 General Terms and Conditions for Information Technologies Contracts.
- The terms set out in the General Terms and Conditions for Information Technologies Contracts shall take precedence over those in the Annexes.
- The terms set out in the Contract shall take precedence over those in the Specific Contracts and *Order Forms*.
- The terms set out in the Tender Specifications (Annex III) shall take precedence over those in the Tender (Annex IV).

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 Cedefop; subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

PREAMBLE

On **12/08/2008**, Cedefop published, in the Official Journal of the European Communities, a call for tenders under reference Nr. **AO/RES/ICTF/DB-ADMIN/019/08**, for “**Database Administration Services – Sybase and MS SQL**”.

The Contractor was selected at the conclusion of the evaluation process, on the basis of its bid submitted on **.../.../2008** in response to the invitation to tender.

This Framework contract contains all the conditions for concluding and executing Specific Contracts. Please note that reference to Specific Contracts in the different parts of the Framework contract may be understood, where relevant, as references to *Order Forms*.

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

I.1.1 The subject of the Contract is:

- the provision of DB Administration *Services*, related to database administration of Cedefop database servers, in order to ensure smooth functioning and data security

The Services covered by this Contract are listed in Annex I, Annex III and Annex IV.

I.1.2 Upon implementation of the Contract, the Contractor shall provide the Services in accordance with Annex I, Annex III and Annex IV.

I.1.3 The Contract does not confer on the Contractor any exclusive right to provide Services referred to in the above paragraph.

I.1.4 Signature of the Contract imposes no obligation on Cedefop to purchase. Only the implementation of the Contract through *Order Forms* and Specific Contracts is binding on Cedefop.

I.1.5 All Specific Contracts and *Order Forms* implementing the Contract shall conform to the terms set out therein.

I.1.6 The General Terms and Conditions for Information Technologies Contracts should be used with the following remarks:

- (1) Where it says Commission should be read as Cedefop
- (2) General terms and Conditions is amended as follows: where it says Central Service Desk, should be read as “Cedefop’s IRM or any person appointed by him for that matter.”
- (3) In General terms and Conditions, Annex III – Commission Decision on Protection of Information Systems [C(95) 1510 23/11/95] is replaced by “Cedefop’s ICT facilities use policy” (see Annex VI)

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.

I.2.2 Under no circumstances may implementation take place before the date on which the Contract enters into force. Specific Contracts may under no circumstances be placed before the date on which the Contract enters into force.

I.2.3 The Contract is concluded for a period of **one year** 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 Specific Contracts pursuant to the Contract shall be returned signed before the Contract to which refers expires.

The Contract shall continue to apply to Specific Contracts executed after the Contract expires. Such Specific Contracts shall be executed no later than six (6) months after expiry of the contract.

- I.2.5** The Contract may be renewed up to **three times**, each time for a period of **one year**, 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 this contract shall be as listed in Annex I.

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

- I.3.3** Prices shall be fixed and not subject to revision for Specific Contracts placed during the first year of performance of the Contract.

From the beginning of the second year of performance of the Contract or Amendment, prices may be revised upwards or downwards each year, where such revision is requested by one of the contracting parties no later than three months before the anniversary of the date on which it was signed in order that the new rates may take effect on the coming anniversary. Specific Contracts shall be placed on the basis of the prices in force on the date on which they are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised consumer price index EICP (EU-25) published for the first time by the Office for Official Publications of the European Communities in the Eurostat New Cronos Database (Theme 2 - Economy and Finance; Price – Prices and Purchasing Power Parities; HICP – Harmonized Indices of Consumer Prices; HMIDX – Monthly data (index)].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(\frac{Ir}{Io} \right)$$

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

Article I.4 – IMPLEMENTATION OF THE CONTRACT

1.4.1 Within 7 working days of a request for Services being sent by Cedefop, 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.5. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

I.5.1 Payment:

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

- the relevant invoices, indicating the reference number of the Contract and of the Order Form or Specific Contract to which they refer.

provided the above document(s) have been approved by Cedefop, Cedefop shall have twenty days from receipt to approve or reject the above document, and the Contractor shall have twenty days in which to submit additional information or new document(s).

Within thirty (30) days of the date on which the invoice(s) are approved by Cedefop payment corresponding to the relevant invoice(s) shall be made.

I.5. 2 Performance guarantee: Not applicable**I.5.3 Bank Account**

Payments shall be made to the Contractor's bank account denominated in euro, stated in the Contractor's identification form set out in Annex II.

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

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

Cedefop (European Centre for the Development of Vocational Training)

European Centre for the Development of Vocational Training (Cedefop)
Procurement Service
Office 4.19
PO Box 22427
GR – 55 102 Thessaloniki

Contractor:

Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Contact address in full]

ARTICLE I.7 APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1** The framework contract shall be governed by the Greek law .
- I.7.2** 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 Thessaloniki

Article I.8 – DATA PROTECTION

- I.8.1** Any personal data included in or relating to the Contract will be processed in accordance with the requirements of Regulation (EC) 45/2001 of the European Parliament and the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movements of such data (OJ No L8, 12.1.2001, p. 1). The data will only be processed for the purposes of the performance, management and follow up of the Contract by the Contracting authority(ies) without prejudice to a possible transmission to the bodies in charge of a monitoring or inspection task in conformity with Community law. The Contractor may, upon request, obtain the communication of his personal data and rectify any inaccurate or incomplete personal data. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Contracting authority(ies). As regards the processing of his personal data, the Contractor has a right of recourse at any time to the European Data Protection Supervisor.
- I.8.2** When processing personal data on behalf of the Contracting authority(ies) in the performance of the Contract the Contractor:
- (a) shall act only on instructions from the Contracting authority(ies);
 - (b) shall comply with the obligations set out in Articles 21 and 22 of Regulation (EC) 45/2001 on the confidentiality and the security of processing unless, by virtue of Article 16 or Article 17(3), second indent, of Directive 95/46/EC, the Contractor is already subject to obligations with regard to confidentiality and security laid down in the national law of one of the Member States.
- Appropriate technical and organisational measures will be taken by the Contractor for the security of the processing in accordance with Article 22 of Regulation (EC) 45/2001 and will have to be agreed between the Contractor and the Contracting authority(ies) in writing or in another equivalent form.
- I.8.3** The Contractor shall comply with Council regulation (Euratom, EEC) N° 1588/90 of 11 June 1990 on the transmission of data subject to statistical confidentiality to the Statistical Office of the European Communities (OJ No L151, 15.6.1990, p. 1).

ARTICLE I.9 – NOT APPLICABLE

ARTICLE I.10– SPECIFIC CONFIDENTIALITY SECURITY RULES

The Contractor and its employees (hereafter referred as the Contractor) shall be responsible for the information and equipment placed at their disposal in carrying out their work.

The Contractor shall:

- not disclose Cedefop information to third parties, except on a need-to-know basis where authorized by the relevant officials in the IT department;
- make use of all reasonable means of controlling access provided by the IT department and in balance with the sensitivity of the information system concerned to prevent unauthorized persons from using the resources at their disposal, in particular by ensuring that computer terminals are not accessible during absences, however short they may be;
- not access services for which they have not been explicitly granted authorization, whether or not the services in question belong to the Cedefop;
- not disclose authentication procedures or share them with third parties unless required to do so by the needs of the service; authorized users shall be responsible for action taken in their name; any action constituting a breach of security may be recorded.

II – GENERAL CONDITIONS

ARTICLE II.1 - PROCEDURES FOR PERFORMING THE CONTRACT

II.1.1 Phases of execution of the Specific Contract

Sending of a Specific Contract request

Whenever Cedefop wishes services to be provided or goods to be supplied pursuant to the Contract, it shall send a request for a Specific Contract to the Contractor.

Sending of the Specific Contract by the Contractor

Within the period indicated in Article I.4, the Contractor shall return at least two originals of the Specific Contract, duly signed, specifying the terms of the provision of services or supply of the goods, such as quantity, designation, quality, price, place of delivery and time allowed for delivery, guarantee, and maintenance period in accordance with the conditions laid down in the Contract.

Delivery

a) Time allowed for delivery

The time allowed for delivery shall be calculated in accordance with Article I.4.

b) Date, time and place of delivery

Cedefop shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the goods to the place of delivery.

c) *Consignment note*

Each delivery shall be accompanied by a *Consignment note* in duplicate, duly signed and dated by the Contractor or his carrier, giving the Specific Contract number and particulars of the goods delivered. One copy of the *Consignment note* shall be countersigned by Cedefop (or its representative) and returned to the Contractor or to his carrier.

Certificate of conformity

Signing of the *Consignment note* by Cedefop, as provided for in subparagraph c) above, is simply an acknowledgment of the fact that the goods have been delivered and in no way implies conformity of the goods with the Specific Contract.

Conformity of the goods delivered shall be evidenced by the signing of a certificate to this effect by Cedefop no later than one month after the date of delivery, unless provision for a different period is made in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Conformity shall be declared only where the conditions laid down in the Contract and in the Specific Contract are satisfied and the goods conform to the Annex I.

Where, for reasons attributable to the Contractor, Cedefop is unable to accept the goods, the Contractor shall be notified in writing at the latest by the deadline for conformity.

Conformity of the goods delivered with the Contract

- a) The goods delivered by the Contractor to Cedefop must be in conformity in quantity, quality, price and packaging with the Contract and the relevant Specific Contract.
- b) The goods delivered must:
 - correspond to the description given in Annex I and possess the characteristics of the goods supplied by the Contractor to Cedefop as a sample or model;
 - be fit for any specific purpose required of them by Cedefop and made known to the Contractor at the time of conclusion of the Contract and accepted by the Contractor;
 - be fit for the purposes for which goods of the same type are normally used;
 - demonstrate the quality and performance which are normal in goods of the same type and which Cedefop can reasonably expect, given the nature of the goods and taking into account any public statements on the specific characteristics of the goods made by the Contractor, the producer or his representative, particularly in advertising or on labelling;
 - be packaged according to the usual method for goods of the same type or, failing this, in a way designed to preserve and protect them.

Remedy

- a) The Contractor shall be liable to Cedefop for any lack of conformity which exists at the time the goods are verified.
- b) In the event of lack of conformity, without prejudice to Article II.4 regarding liquidated damages applicable to the total price of the goods concerned, Cedefop shall be entitled:
 - either to have the goods brought into conformity, free of charge, by repair or replacement;
 - or to have an appropriate reduction made in the price.
- c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to Cedefop, taking account of the nature of the goods and the purpose for which they are required by Cedefop.
- d) The term 'free of charge' in paragraph b) refers to the costs incurred to bring the goods into conformity, particularly the cost of carriage, labour and materials.

Assembly and installation

If required by Article I.1.2 of the Special Conditions, the Contractor shall assemble and install the goods delivered within a period of one month unless otherwise specified in the Special Conditions or in the General Terms and Conditions for Information Technologies Contracts.

Any lack of conformity resulting from incorrect installation of the goods delivered shall be deemed to be equivalent to lack of conformity of the goods if installation forms part of the Contract and the goods were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by Cedefop and was incorrectly installed owing to a shortcoming in the installation instructions.

Services provided to goods

If required by the Contract, services to goods shall be provided accordingly.

II.1.2 General provisions concerning goods**a) Packaging**

The goods shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg, unless otherwise defined in the Specific Contract.

Unless otherwise specified in the Special Conditions, pallets shall be considered as one-way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- Cedefop and address for delivery;
- name of Contractor;
- description of contents;
- date of delivery;
- number and date of Specific Contract;
- number of Framework contract;
- EC code number of article.

b) Guarantee

The goods shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision for a longer period is made in Annex I.

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the goods have been obtained.

The Contractor shall replace at his own expense, within a reasonable time limit to be determined by agreement between the parties, any items which become damaged or defective in the course of normal use during the guarantee period.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, goods used for the purposes for which they are normally used or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other goods that are part of the Specific Contract, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

II.1.3 Performance of the Contract

- a) 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.
- b) 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.
- c) 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.
- d) The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- e) The Contractor shall neither represent Cedefop 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.
- f) 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 Cedefop;
 - Cedefop 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 Cedefop any right arising from the contractual relationship between Cedefop and the Contractor.
- g) In the event of disruption resulting from the action of a member of the Contractor's staff working on Cedefop 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. Cedefop 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.
 - h) 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 Cedefop. 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.
 - i) Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, Cedefop may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure. In addition, Cedefop may impose penalties or liquidated damages provided for in Article II.4.

ARTICLE II.2 - LIABILITY

- II.2.1** Cedefop 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 Cedefop.
- 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.10. Cedefop shall not be liable for any act or default on the part of the Contractor in performance of the Contract. Notwithstanding the above, the Contractor shall not be liable for consequential loss and/or indirect damage exceeding the sum as set out for his professional risk insurance provided that this sum is no less than three times the total price/total amount of the Specific Contract(s)/Order Form(s) the execution of which is relevant for the loss or damage. The Contractor shall remain liable without any limitation as to the amount if the damage or loss is caused by the gross negligence or wilful conduct of the Contractor or by its employees, and for death caused by negligence or wilful conduct of its employees.
- II.2.3** Subject to the maximum amount provided in II.2.2, the Contractor shall provide compensation in the event of any action, claim or proceeding brought against Cedefop 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 Cedefop in connection with performance of the Contract, the Contractor shall assist Cedefop. Expenditure incurred to this end may be borne by Cedefop.
- 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 Cedefop should it so request.

ARTICLE II.3 - CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures in order 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 Cedefop in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

Cedefop reserves the right to verify that such measures are adequate and may require that additional measures 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 interest. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from Cedefop, 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 the 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 Cedefop should it so request.

ARTICLE II.4 - 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 Cedefop's right to terminate the Contract, Cedefop may decide to impose liquidated damages of 0.2% of the amount of the relevant Specific Contract per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgment of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by Cedefop 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. Cedefop 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.5 – INVOICING AND PAYMENTS**II.5.1** 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 Cedefop 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 Cedefop 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. Cedefop 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.5.2 Interim payment:

At the end of each of the periods indicated in the Contract the Contractor shall submit to Cedefop 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 Cedefop 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
- reject it and request a new report.

If Cedefop 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 Cedefop 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.5.3 Payment of the balance:

Within sixty days of completion of each order or Specific Contract, the Contractor shall submit to Cedefop 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;

If the report is a condition for payment, on receipt Cedefop 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 Cedefop 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 Cedefop 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.6 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.6.1 Payments shall be deemed to have been made on the date on which the Cedefop's account is debited.

II.6.2 The payment periods referred to in Article I.5 may be suspended by Cedefop 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*, Cedefop 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.

Cedefop 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.6.3 In the event of late payment the Contractor shall be entitled to interest. 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 Cedefop may not be deemed to constitute late payment.

By way of exception, when the interest calculated in accordance with the provisions of the first subparagraph is lower than or equal to EUR 200, it shall be paid to the creditor only upon a demand submitted within two months of receiving late payment.

ARTICLE II.7 –RECOVERY

II.7.1 If total payments made exceed the amount actually due under the Specific 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 Cedefop.

II.7.2 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.6.3. Interest shall be payable from the calendar day following the expiry of the due date up to the calendar day on which the debt is repaid in full.

II.7.3 In the event of failure to pay by the deadline specified in the request for reimbursement, Cedefop 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. Cedefop may also claim against the guarantee, where provided for.

ARTICLE II.8 –TAXATION

- II.8.1** 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.8.2** The Contractor recognises that Cedefop 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.8.3** 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.8.4** 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.9– FORCE MAJEURE AFFECTING THE CONTRACT OR THE SPECIFIC CONTRACT(S)

- II.9.1** 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.9.2** Without prejudice to the provisions of Article II.1.3(h), 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.9.3** 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 for the goods actually delivered and any service provided.
- II.9.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.10 – SUBCONTRACTING

- II.10.1** The Contractor shall not subcontract without prior written authorisation from Cedefop nor cause the Contract to be performed in fact by third parties.
- II.10.2** Even where Cedefop authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to Cedefop under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.10.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which Cedefop is entitled by virtue of the Contract, notably Article II.14.

ARTICLE II.11 – ASSIGNMENT

- II.11.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from Cedefop.
- II.11.2** 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 Cedefop.

ARTICLE II.12 – TERMINATION BY CEDEFOP

- II.12.1** Cedefop may terminate the Contract, a pending Specific Contract or an order 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 Cedefop 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 Cedefop 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 Cedefop 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 Cedefop'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 (15) days] of the date provided for, and the new date proposed, if any, is considered unacceptable by Cedefop;
 - (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.12.2 In the event of force majeure, notified in accordance with Article II.9, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a quantity of goods corresponding to at least one fifth of the quantity of goods ordered or 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.12.3 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.12.4 Consequences of termination:

In the event of Cedefop 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 by the Special Conditions for the goods supplied and / or services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

On termination Cedefop may engage any other contractor to supply the goods and/ or to execute or complete the services. Cedefop shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.13 - CANCELLATION OF SPECIFIC CONTRACTS

Where execution of the Specific Contract has not actually commenced [within fifteen (15) days] of the date foreseen for the commencement of execution and the new date proposed, if any, is considered unacceptable by Cedefop, Cedefop may cancel such Specific Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Contractor receives a registered letter with acknowledgment of receipt or equivalent.

Cedefop may cancel a Specific Contract at any time during execution thereof on the grounds and under the conditions set out in Article II.12 with respect to the part still outstanding. The Contractor shall accept, as the aggregate liability of Cedefop, payment of the price of the goods delivered or services provided by him as at the effective date of cancellation.

ARTICLE II.14 – CHECKS AND AUDITS

II.14.1 Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors is 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 Specific Contract.

II.14.2 Cedefop 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 Specific Contract.

- II.14.3** 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 Specific Contract.

ARTICLE II.15 - 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. A Specific Contract shall not be deemed to constitute an amendment to the Contract.

ARTICLE II.16 – CONFIDENTIALITY

- II.16.1** 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 execution of the Specific Contracts.
- II.16.2** 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 execution of the Specific Contracts.

ARTICLE II. 17 – 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 Cedefop, 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.18 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.18.1** The Contractor shall authorise Cedefop 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.8 shall apply.
- II.18.2** Unless otherwise provided by the Special Conditions, Cedefop 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 Cedefop.
- II.18.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from Cedefop 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 Cedefop's official position.

II.18.4 The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless Cedefop has specifically given prior written authorisation to the contrary.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

Without prejudice to Cedefop's right to terminate the Contract, Cedefop reserves the right to suspend performance of the Contract or pending Specific Contracts or any part thereof at any time and as preliminary means to the potential application of Article II.12 – Termination by Cedefop. 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. Cedefop may at any time following suspension give notice to the Contractor to resume performance of the Contract or pending Specific Contracts. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, the Specific Contracts, the orders or of part thereof.

SIGNATURES

For the Contractor,

[Company name/forename/surname/function]

signature[s]: _____

Done at [], [date]

For Cedefop,

[forename/surname/function]

signature[s]: _____

Done at Thessaloniki, [date]

In duplicate in [English].

PART III – GENERAL TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGIES CONTRACTS

For the General terms and conditions for information technologies, version 2.1 please refer to the following links from the European Commission site:

http://ec.europa.eu/dgs/informatics/procurement/useful_documents/doc/iii_gtc_v2_1_29_03_2006.pdf

Annex I to the General Terms and Conditions for Information Technologies Contracts, version 2.1 is included in the above link;

For Annex II to the General Terms and Conditions for Information Technologies Contracts, please refer to the next page, Declaration of Confidentiality;

Annex III to the General Terms and Conditions for Information Technologies Contracts, “Commission decision on protection of information systems [C(95) 1510 23/11/95]” is replaced by “Cedefop’s ICT facilities use policy”. Please refer to Annex VI of the framework contract.

**CEDEFOP**European Centre for the Development
of Vocational Training**ANNEX II TO GENERAL TERMS AND CONDITIONS FOR INFORMATION
TECHNOLOGIES CONTRACTS:****TEMPLATE OF DECLARATION OF CONFIDENTIALITY**

Cedefop and the Contractor

having signed a Framework contract, number.....

For carrying out work governed by these agreements I, the undersigned, declare that I have read and shall comply with the security and confidentiality rules laid down in:

- Cedefop's ICT Facilities Use Policy.
- Articles I.8 of the Special Conditions, II.16 of the General Conditions and III.2.2 of the General terms and conditions for Information Technologies contracts
- Article 23 of Regulation (EC) No 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data (OJ L8, 12.1.2001, p. 1).

Date and place:

[signature]

NAME

Annex I

List of Services covered by the Contract and schedule of prices

Annex II

Financial Identification Form and Legal entities from Contractor Tender

Annex III
Tendering Specifications

Annex IV
Contractor's Tender

Annex V (TO THE DRAFT FRAMEWORK CONTRACT)**Order Form – model**

ORDER FORM No [complete]

governed by the provisions of Framework Contract No [complete] signed on [complete]

CEDEFOP European Centre for the Development of Vocational Training Procurement Service PO Box 22427 GR – 55 102 Thessaloniki	Mr/Mrs/Ms [complete] [Function] [Company name] [Official address in full]	
Pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities, Cedefop is exempt from all taxes and dues, including value added tax, on payments due in respect of this order form.		
Description of the services	Quantity	Price
Total Price		=====
[Fixed price without reimbursable costs] [Reimbursable costs up to a maximum amount of EUR ... to be added to the price according to the conditions laid down in the Contract]		
[The duration of the tasks shall not exceed complete]. [Execution of the tasks shall start from [the date of Contractor's signature of this order form] [complete date].]	Other details:	

Acceptance of this order implies that the Contractor waives all other terms of business or of execution of the services.

For Cedefop,

For the Contractor,

[forename/surname/function]

[Company name/forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [], [date]

Done at [], [date]

Annex VI

Cedefop's ICT facilities use policy

CEDEFOP's - INFORMATION & COMMUNICATIONS TECHNOLOGY FACILITIES USE POLICY

1. PREFACE

1.1. ABOUT THIS DOCUMENT

The purpose of this document is to define the proper use of and set guidelines, rules and limits to the computing and networking infrastructure of Cedefop.

This policy is complementary to and applies in combination with the various existing policies of Cedefop.

1.2. GENERAL DEFINITIONS

In the text appear certain phrases with specially defined meaning, as follows:

- 1.2.1. The “ORGANISATION” or “Cedefop” is the European Center for the Development of Vocational Training.
- 1.2.2. A “USER” is every person who utilizes in any way an IT system or the Networking Infrastructure of the Organization. Users can be the Cedefop employees, managers, etc., as well as contractors, external consultants and temporary staff that use the Cedefop/IT Infrastructure.
- 1.2.3. “Cedefop/IT” is the department of Information Technologies and Telecommunications of Cedefop, its Head, permanent and temporary staff and the Helpdesk service, telephone ext. 119, e-mail helpdesk@cedefop.eu.int
- 1.2.4. “ADMINISTRATION” refers to the Head of Administration and the Directorate of Cedefop.
- 1.2.5. “ICT FACILITIES” or “ICT INFRASTRUCTURE” (Information & Telecommunication Technology Facilities or Infrastructure), refers to the computer systems, all peripheral equipment, the printers, the network services offered by computer servers of Cedefop, the access to the Internet, the installed software on computer workstations and servers, the telephony and the video-conferencing devices and services.

1.3. Cedefop/IT PROVISIONS

Cedefop/IT provides for the following:

- 1.3.1. Strategic planning and policy making for the Information and Telecommunication Technology in Cedefop.
- 1.3.2. Installation, maintenance, configuration, integration and upgrade of the IT Infrastructure, the hardware (computers and peripherals, printers) and the operating system.
- 1.3.3. Acquisition, maintenance, design, installation, deployment, configuration and customization, integration, evaluation and testing of software (office

automation, business applications, collaborative software, server software). Purchase, maintenance and follow-up of software licenses.

- 1.3.4. Tele-communications and networks infrastructure, Internet connections, network security (Antivirus protection, network protection “Firewall”).
- 1.3.5. System and network IT services and administration (E-mail, Microsoft Exchange collaboration services, network file storage, computer server administration, periodic data backup to magnetic tapes).
- 1.3.6. Development, implementation, maintenance and integration of IT applications.
- 1.3.7. Management of Telephony and Tele- & Videoconferencing audiovisual systems
- 1.3.8. First and second level technical support and assistance for all IT services, through the Helpdesk service, and through its permanent and temporary staff.

1.4. IT SECURITY MONITORING

Cedefop/IT maintains automated machine-based mechanisms which monitor and log network and Internet traffic/activities. The incoming-logging provides statistics on the use of Cedefop’s web sites by the Internet. The monitoring is used to protect the security of the IT Facilities against network-oriented threats (viruses, malicious software, etc). Manual intervention to this information (internet traffic/activities) will happen only for technical or security reasons and only under the written request of the Administration and full knowledge of the person(s) concerned.

1.5. LIMITATION OF LIABILITY

- 1.5.1. The Organization provides the IT Facilities to users but will not be held responsible for any direct or indirect loss or damage caused by its use by the Users, either to the users themselves or to a third party.
- 1.5.2. Cedefop/IT strives to all technical and physical extend for the establishment of the good operation of all components of the Infrastructure, the seamless provision of services and for strong security protection. However it should be understood that the possibility of failures cannot be ruled out. Cedefop/IT will assume responsibility for such failures only when it can be proved that there was a serious miscarriage of Cedefop/IT’s designated duties.
- 1.5.3. Cedefop/IT will notify the users for all scheduled downtime and for any exceptional outages of its services, using appropriate means (eg. the Intranet, or email to Cedefop users).

2. GENERAL IT USE

- 2.1. Users should make use of the IT infrastructure resources for professional purposes, with a sense of responsibility and with respect to the rights of others.

- 2.2. Users should not misuse the shared IT Infrastructure resources in any way, (e.g. overuse, monopolization or waste of storage space, network bandwidth, printers, printer toner and paper, clogging of the servers' CPUs, causing servers to hang, disrupting services etc.). Users should use the "duplex print" feature present to all Cedefop printers when possible.
- 2.3. Users should make use of the IT Infrastructure in accordance to local and European legislation (e.g. Greek Law 2121/1993 and 3057/2002 on copyrights, EU Copyright Directive 2001/29/EC, etc.) and should not use it to perform illegal activities.
- 2.4. Use of the IT Infrastructure for purposes of gaining financial of other personal profit is prohibited.
- 2.5. Users should not perform changes to the IT Infrastructure (eg. hardware changes, software installations, configuration changes, etc.), without the consent of Cedefop/IT.
- 2.6. Users should make good use of the parts of the IT Infrastructure (computer hardware, monitor and peripherals, etc.) that is assigned to them so that it is kept clean and it is not damaged in any way. In case of any damage caused or loss, Cedefop/IT should be notified immediately.
- 2.7. Use of the Organization's IT Infrastructure by the users should not oppose or harm the Organization's interests, should not damage or put in stake its reputation or public image and should be compliant to its regulations, rules and existing policies.
- 2.8. Any user that uses the Internet through the Infrastructure of the Organization should presume that he/she represents, to an extent, the Organization itself on the Internet, even in the case that this representation is not explicitly mentioned.
- 2.9. When Cedefop's computer network is being used to access another network, any abuse of the acceptable use policy of that network will be regarded as unacceptable use of Cedefop's network.
- 2.10. IT SECURITY

Users should not try to take advantage of Operation System flaws or other security vulnerabilities in order to circumvent the security policies, access other users' files, e-mail boxes, private data, or purposely exhaust the resources of computer systems, within the Organization or anywhere on the Internet (cracking and Denial of Service).
- 2.11. Users should not test the security of the computer systems without prior approval from Cedefop/IT. These procedures can cause "False alarms" and useless mobilization of the responsible mechanisms of the organization. Also, there should not be testing of viruses and other dangerous malware.
- 2.12. Cedefop/IT provides a schedule of regular copying of data from computer disks to tertiary storage (magnetic tapes), from where they can be retrieved in case of accidental loss or system damage. Data that need backup protection should be stored in the designated locations indicated by Cedefop/IT.

2.13. COPYRIGHTED MATERIAL,

Cedefop licenses the use of computer software from a variety of outside companies. Cedefop does not own this software or its related documentation and unless authorized by the software developer, does not have the right to reproduce it except for backup purposes.

2.14. Users should not make, acquire, use, make publicly available, sell or by way of trade expose copies of any material in electronic form (software, documents, images, graphics, audio and video files, etc.), contrary to the terms of their licensing agreement or to their intellectual property protection rights (copyright).

2.15. Any doubts concerning whether a User may copy or use a given material should be raised with a responsible manager and/or with Cedefop/IT before proceeding.

2.16. Users should regard all material downloaded from the Internet as subject to owner rights unless there is a specific statement clearly stating otherwise.

2.17. Cedefop discourages and reserves the right to block the exchange of material with specific, non-business related subjects, as listed in Table 1, Section 6.

2.18. USE FOR PERSONAL REASONS

Users are permitted limited use of the Internet and the IT infrastructure for personal needs, but only during free time, outside working hours and as long as the operational cost to Cedefop is negligible, normal activity is not affected and the use for business reasons takes precedence. This privilege may be revoked or limited at any time if deemed necessary for administrative or technical reasons.

3. E-MAIL AND MESSAGE POSTING

3.1. EMAIL ACCOUNT

All Cedefop employees are eligible for a personal electronic mail account. Cedefop provides electronic mail services to its employees for professional and for limited personal use if and only if there is no interest conflict and the reputation of the Organization is not damaged. When using the email services, users should also observe the rules of Section 2.

3.2. Users should not use the email services to send unsolicited bulk (massive) e-mail messages to other people, even if it is supposed to have good intention. "Unsolicited" stands for "without their permission or consent".

3.3. Users should be suspicious when receiving emails with attachments and should verify that they know the sender and that the sender has intentionally sent this message. When in doubt, Users should not open the attachment and should consult the Helpdesk.

3.4. CONTENT OF PERSONAL MESSAGES

The Internet users of the Organization can declare their relationship with Cedefop through the Internet. In any instance this relationship is declared, it should also be

explicitly stated that the user's views are personal and do not necessarily represent those of Cedefop.

3.5. No declarations of support should be made for particular political viewpoints, products-services of other companies and generally declarations that could have a legal or other effect e.g. to the public image of the Organization.

3.6. The posting through the Internet of messages or announcements that defame, slander, threat or in any way harass any natural or legal persons, states, nations, races etc. is not permitted.

3.7. EMAIL CONFIDENTIALITY

In order to discourage the breaking of email confidentiality, any email sent by an e-mail address of the Organization may contain the following statement. "The information contained within this message are confidential and their use is only permitted by the intended recipient. In case you are not the intended recipient we inform you that revelation, reproduction, distribution or any other form of use of its contents is prohibited. If you have received the message in error or you think that errors have occurred during its delivery please notify the sender immediately by return e-mail and delete all copies of this message and any attachments. Thank you."

3.8. COUNTER UCE (UNSOLICITED COMMERCIAL EMAIL) MEASURES

Users should protect the privacy of their email address. Don't give it away to public web site registration pages or to mailing lists, as these may be archived and be accessible via public web pages.

3.9. In no case should you reply to UCE messages, even if they mention "click here to unsubscribe".

3.10. CHAIN-MAILS

E-mail/Internet users of the Organization should not participate in "chain-mails". Chain-mails are created through the posting of messages not related to professional activity (marketing material, jokes etc) that either contain pleas to the recipient to reproduce them many times or the recipient thinks that they have to be sent to many others. Such procedures are considered particularly dangerous since they waste valuable resources they are a common method for viruses and other malware spreading.

4. USER ACCOUNT AND PASSWORD POLICY

Every user that wishes to connect to the Cedefop IT Infrastructure or network is assigned an account and should use a password.

4.1. USER IDENTITIES ARE STRICTLY PERSONAL

Users should use only their own personal accounts provided by Cedefop to access the network and should not use any other account except of their own (see exception of paragraph 4.7).

4.2. The falsification, concealment or substitution of a user identity is prohibited. User names, e-mail addresses, titles and other related information included in email messages or announcements should accurately reflect on the real sender.

4.3. A legal account owner is responsible for all activities originating from his/her personal account and is liable in the case that his/her personal account is used for misconduct or illegal use of the network and the computing infrastructure. In case a user notices or suspects that someone not authorized to do so uses his/her account, he/she should notify Cedefop/IT immediately.

4.4. ACCOUNT LIFETIME

Users who leave Cedefop have the right to keep their account and have their e-mails forwarded to a new address for a specific, limited amount of time decided by Cedefop/IT, after which the account and the forwarding will be removed.

4.5. USER PERMISSIONS

Users are supplied permissions to the computers and the file system according to the needs of their duties and in coordination with the appropriate member of the administration hierarchy, e.g. the Head of the Department.

4.6. Users are prohibited from trying to circumvent IT security mechanisms in order to gain unauthorized access to another account and should not try to guess passwords.

4.7. USE OF AN ACCOUNT BY ANOTHER INDIVIDUAL

The use of an employee account in the computing and network infrastructure from an individual that is not the legal owner is allowed only for authorized personnel for conducting technical support or investigating security incidents. However, there can be an explicit statement by the legal owner of the account to Cedefop/IT that she/he wishes to grant specific rights of her/his account to someone else, eg. to temporarily receive a copy of her/his emails when absent.

4.8. PASSWORD GENERAL GUIDELINES

4.8.1. The Password belongs exclusively to each user, it is strictly personal and it is forbidden to be disclosed to anyone and for any reason.

4.8.2. The passwords should be memorized and not be written down on any means.

4.8.3. It is not recommended to use the Cedefop account passwords to systems or applications that do not belong to the network infrastructure of the organization. (e.g. private Internet accounts, web sites subscription, etc.)

4.8.4. Users should take special notice against “social engineering” techniques used to trick them into giving away their password, e.g. by pretending to be a System Administrator.

4.9. PASSWORD SELECTION GUIDELINES

4.9.1. The password size should be at least six (6) characters.

4.9.2. The password should have lower and upper case letters, numbers and punctuation marks or other symbols (e.g. @, #, &, \$).

4.9.3. The password should change every six (6) to nine (9) months and should not be the same with the previous ones.

5. HANDLING OF SENSITIVE INFORMATION

5.1. INTERNET IS AN UNSAFE MEDIUM. Any information obtained from the Internet should be regarded as suspicious and incorrect until proved correct by comparing it to equivalent information from another, reliable, source. The Internet does not support a-priori protection mechanisms against the confidentiality and the integrity of the data transmitted through it. The personnel with access to Internet through the Organization's Infrastructure should keep in mind that the data, which are exchanged through Internet, are not automatically protected from people who may "watch" the communication channel.

5.2. INTERNAL INFORMATION TRANSMISSION. Internal information or documents of any kind concerning the Organization, having a sensitive nature regarding their exposure to third parties, is permitted to be transmitted or to be rendered accessible from the Internet only after explicit authorization by Cedefop Administration and by Cedefop/IT.

5.3. RECIPIENT IDENTITY VERIFICATION. Before any user sends internal information of the Organization, enters any agreement or orders any product through the Internet on behalf of Cedefop, the identity of all parties involved should be verified using hard-copy letters, faxes or telephone verification and email delivery receipts.

5.4. FINANCIAL TRANSACTIONS THROUGH THE INTERNET. Users should be very careful when conducting personal or professional financial transactions via the Internet, as this is an insecure medium, as explained in previous paragraphs (5.1, 5.2, 5.3). If it is necessary to do so via Cedefop's network infrastructure, users should be certain that (a) a secure channel is used (HTTPS) and (b) that passwords for sensitive transactions are not automatically stored on the computer.

6. WORLD WIDE WEB BROWSING

6.1. All Users have the ability of web browsing for professional and limited personal use only if none of the Organization's interests is staking or Organization's reputation is damaged. Web browsing is subject to the personal use limits described in paragraph 2.18 and to the general use rules of Section 2.

6.2. Cedefop discourages the visiting of Internet Sites with specific, non-business related subjects, as listed for example in Table 1, and reserves the right of restricting staff access to them.

- | | |
|---|--------------------|
| • Adult Entertainment, Sex – Porn – XXX | • Illegal Drugs |
| • Computer Hacking – Underground | • Gambling |
| • Illegal Music – pirated Software | • On-line Games |
| • Militancy – Weapons – Violence - Racism/Hate. | • Personals/Dating |

7. TELEPHONY AND VIDEO-CONFERENCING

Use of the telephony and video-conferencing service is also subject to the general use rules of Section 2. Users of telephony services should be polite when talking on the phone, should use their Personal Identification Number (PIN) for personal calls and should report any problems that appear to Cedefop/IT's Helpdesk.

Video-conferencing sessions are to be done after proper arrangement with the Conferencing service, by acquiring and completing the appropriate application form.

8. INCIDENT HANDLING

Users should notify Cedefop/IT immediately when they notice or suspect that

- 8.1.1. Sensitive organizational information is lost or leaked to unauthorized recipients.
- 8.1.2. Unauthorized access to an Organization's computing system has occurred, or any access codes or "proofs" of identity authentication leak, are lost or stolen.
- 8.1.3. Unusual behavior—activity of the computing systems occurs, since it might be an indication of security risk. Unusual behavior samples can be considered lost files, unusual system breakdowns, important error messages, etc.
- 8.1.4. A virus infection has occurred.

Cedefop/IT, which will then advise the user or take the necessary measures to handle the case.

9. TREATMENT OF INFRINGEMENTS

- 9.1. It is understood that policy infringements can occur out of ignorance or due to insufficient technical knowledge. In these cases the issues will be dealt with unofficially, with the necessary guidelines and directions given for the remedy.
- 9.2. In serious cases where an infringement is continuing or repeating, where there are stolen data, or are illegal actions, and in other serious incidents, Cedefop/IT will notify the Administration and according to the severity there will follow disciplinary sanctions:
 - 9.2.1. *For Internal staff (officials, temporary, auxiliary, local, temporary agents,* sanctions will be according to the Regulations and Rules of the European Communities.
 - 9.2.2. *For External staff (Contractors: external, interim, consultants, trainees, companies),* sanctions will range from verbal reprehension to financial penalties, suspension and termination. Where the Law is found to be broken, legal prosecution may also follow.

Annex VII (TO THE DRAFT FRAMEWORK CONTRACT)

SPECIFIC CONTRACT – MODEL

SPECIFIC CONTRACT No [complete]

implementing Framework Contract No ...

The European Centre for the Development of Vocational Training, hereinafter referred to as "Cedefop", which is represented for the purposes of the signature of this contract by Mr Christian F. Lettmayr, Deputy Director,

of the one part,

and

[official name in full]

[official legal form]¹

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), [represented for the purposes of the signature of this contract by [name in full and function,]]

of the other part,

HAVE AGREED

Article III.1: Subject

III.1.1 This specific contract implements Framework Contract No [complete] signed by Cedefop and the Contractor on [complete date] [and renewed on complete date].

III.1.2 The subject of this specific contract is [short description of subject]. [This specific contract relates to lot [complete] of the Framework Contract.]

III.1.3 The Contractor undertakes, on the terms set out in the Framework Contract and in this specific contract and the annex[es] thereto, which form an integral part thereof, to perform the following tasks [.] [specified in Annex [complete]].

Article III.2: Duration

III.2.1 This specific contract shall enter into force *[on the date on which it is signed by the last contracting party] [on complete if it has already been signed by both contracting parties]*.

III.2.2 The duration of the tasks shall not exceed *[days/months]*. Execution of the tasks shall start from *[date of entry into force of this specific contract]* or *[indicate date]*. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

Article III.3: Price

III.3.1 The total amount to be paid by Cedefop under this specific contract shall be EUR *[amount in figures and in words]* covering all tasks executed.

III.3.2 In addition to the price *[no reimbursable costs are foreseen][costs up the an amount of EUR ... will be reimbursed according to the provisions of the Framework contract]*

Article III.4: Annexe[s]

Annex A - Resources allocated

Annex B – Contractor's specific Tender (no *[complete]* of *[complete]*)

SIGNATURES

For the Contractor,

[Company name/forename/surname/function]

signature[s]: _____

Done at *[], [date]*

For Cedefop,

[forename/surname/function]

signature[s]: _____

Done at *[], [date]*

In duplicate in [English].