



CEDEFOP

**European Centre for the Development
of Vocational Training**

DRAFT FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER –2010-FWC **XX**/AO/RES/ITK/PowerBuilder development/014/10

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. Thierry Bernard-Guele**, Head of Resources,

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** Tender Specifications (Invitation to Tender **No AO/RES/ITK/PowerBuilder development/014/10** of XX/09/2010)
- Annex II** Contractor's Tender (No [complete] of [complete]), incl Financial Proposal (Financial Scenario)
- Annex III** Draft Models of Order Form and Specific Contract
- Annex IV** Cedefop's ICT facilities use policy
- Annex V** Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside Cedefop invited to meetings

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, including those in the standard General Conditions. The terms set out in the General Conditions shall take precedence over those in the Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Order Form / Specific Contract (Annex III), the latter taking precedence over the Tender (Annex II).

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

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is *‘On-site PowerBuilder development services for in-house ERP applications’*
- I.1.2** 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.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks and provide the services in accordance with the Tender Specifications (Annex I) and with all terms and conditions of the Contract.
- I.1.4** The Contract does not confer on the Contractor an exclusive right to provide the services referred the Tender Specifications (Annex I).
- I.1.5** 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 user policy” (see Annex IV)

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.e Cedefop.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 12 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The Orders Forms (Orders) pursuant to the Contract shall be placed by Cedefop and must be returned by the Contractor before the Contract expires.
- The Contract shall continue to apply to Orders executed after the Contract expires. Such Orders shall be executed no later than sixty (60) days.
- I.2.5** The Contract shall be automatically renewed up to maximum 3 times under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The prices of the services under this contract shall be as listed in Annex II (Financial Offer in Contractor's Tender).
- I.3.2** Prices shall be expressed in EUR.
- I.3.3** Prices shall be fixed and not subject to revision for Specific Orders placed during the first two years of performance of this Framework Contract.

From the beginning of the third 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. Order Forms or 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 MUICP published by the Office for Official Publications of the European Communities in the Eurostat monthly bulletin at <http://www.ec.europa.eu/eurostat/>.

The Revision shall be calculated in accordance with the following formula:

$$Pr = Po(0,2+0,8. Ir / Io)$$

where:

Pr = revised price;

Po = price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

- I.4.1** Within 7 working days of a Order Form with 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/Specific Contract, unless a different date is indicated on the form.

ARTICLE I.5 – PAYMENT PERIODS

Payments under the Contract shall be made on monthly basis and shall be governed by the provisions of Article II.5 of the general Conditions. Article II.4 shall not apply to this Contract. 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 Payments:

The request for payment of the Contractor shall be admissible if the respective services as specified in the respective Order Form to which they refer are satisfactorily provided and the required outputs are achieved. The requests for payment shall be submitted monthly and shall be accompanied by:

- the relevant invoice, the required activity time sheets, indicating the reference number of the Contract and the Order Form to which they refer;
- the respective monthly technical report of executed tasks (as per point 2.4(3) of the Tender Specification);
- statement of reimbursable expenses (if any) in accordance with point 5.3 , Article II.7 of the general Conditions and Annex V.

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

Within 30 days of the date of receipt of the relevant invoice(s) for the respective month a payment corresponding to the relevant invoices up to the total amount referred in the relevant order form shall be made.

Invoices must state:

- the price in EUR and the total price excluding VAT
- that the amount invoiced is exempt from VAT under the Articles 3 and 4 of the Protocol on Privileges and Immunities of the European Communities (PPI). The current provisions in Greece shall apply to VAT exemption.
 - *For contractors based in Greece, invoices will include VAT which is paid by Cedefop and later reimbursed by the State.*
 - *For contractors established in other countries exemption is direct (invoices are submitted without VAT).*
- the VAT amount in EUR separately
- the IBAN code and the BIC as identified in the contract (see article I.6 below); in case of change, prior information and a new Financial Identification Form must be duly addressed to Cedefop before the dispatch of the invoice.”

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank: [complete]
 Address of branch in full: [complete]
 Exact designation of account holder: [complete]
 Full account number including codes: [complete]
 IBAN code: [complete]
 BIC code: [complete]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number and the number of the Lot. Ordinary mail shall be deemed to have been received by Cedefop on the date on which it is registered by the mail registration service. Communications shall be sent to the following addresses:

Cedefop:

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]
[Official address in full]

ARTICLE I.8– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.8.1.** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Greece.
- I.8.2.** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Thessaloniki.

ARTICLE I.9 – DATA PROTECTION

Any personal data included in the Contract shall be processed pursuant to Regulation (EC) No 45/2001 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. It shall be processed solely for the purposes of the performance, management and follow-up of the Contract by the Finance & Procurement Service without prejudice to possible transmission to internal audit services, to the European Court of Auditors, to the Financial Irregularities Panel and/or to the European Anti-Fraud Office (OLAF) for the purposes of safeguarding the financial interests of the Union. The Contractor shall have the right of access to his personal data and the right to rectify any such data that is inaccurate or incomplete. Should the Contractor have any queries concerning the processing of his personal data, he shall address them to the Head of Finance & Procurement. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

- I.10.1** Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving **3 (three) months** formal prior

notice. Should Cedefop terminate the Contract, the Contractor shall only be entitled to payment corresponding the services ordered and executed before the termination date. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding **sixty (60) days** from that date.

I.10.2 In case of force majeure, notified in accordance with Article II.12, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least one fifth of the period laid down in Article I.2.3.

ARTICLE I.10a – CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by both the Contractor and also by Cedefop before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.]

ARTICLE I.11– 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.

ARTICLE I.12 – OTHER SPECIAL CONDITIONS

The following persons are empowered to supervise the performance of the contract

For Cedefop:

For the Contractor:

II – GENERAL CONDITIONS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract have the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** 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.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by 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.
- II.1.7** 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.

- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to 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.
- II.1.9** 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.16.

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.13. Cedefop shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against 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 by the Contractor 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 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 additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from 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 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 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

Where required by Article I.5.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to 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.4.2 Interim payment:

At the end of each of the periods indicated in Annex I 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
- 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 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.4.3 Payment of the balance:

Within sixty days of completion of the tasks referred to in each order or specific contract, the Contractor shall submit to 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;
- 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
- 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.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

II.5.2 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 and set out the reasons for the suspension 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.5 shall begin to run again once the suspension has been lifted.

II.5.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by Cedefop may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

- II.6.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by Cedefop.
- II.6.2** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3** In the event of failure to pay by the deadline specified in the request for reimbursement, 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.7 - REIMBURSEMENTS

- II.7.1** Where provided by the Special Conditions or by Annex I, Cedefop shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3** Travel expenses shall be reimbursed as follows:
- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c)** travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d)** travel outside Union territory shall be reimbursed under the general conditions stated above provided Cedefop has given its prior written agreement.
- II.7.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a)** for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - b)** daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;

- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.

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

ARTICLE II.8 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY

Any results or rights thereon, including copyright and other intellectual or industrial property rights, obtained in performance of the Contract, shall be owned solely by the 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.9 – CONFIDENTIALITY

- II.9.1.** The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.
- II.9.2.** The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.10 - USE, DISTRIBUTION AND PUBLICATION OF INFORMATION

- II.10.1** The Contractor shall authorise 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.9 shall apply.
- II.10.2** 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.10.3** 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 Cedefop. It shall state that the opinions expressed are those of the Contractor only and do not represent Cedefop's official position.
- II.10.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless Cedefop has specifically given prior written authorisation to the contrary.

ARTICLE II.11 – TAXATION

- II.11.1** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2** The Contractor recognises that 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.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

- II.12.1** Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.
- II.12.2** Without prejudice to the provisions of Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.
- II.12.3** Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.
- II.12.4** The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II.13 – SUBCONTRACTING

- II.13.1** The Contractor shall not subcontract without prior written authorisation from Cedefop nor cause the Contract to be performed in fact by third parties.
- II.13.2** 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.13.3** 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.17.

ARTICLE II.14 – ASSIGNMENT

- II.14.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from Cedefop.
- II.14.2** In the absence of the authorisation referred to in 1 above, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on Cedefop.

ARTICLE II.15 – TERMINATION BY CEDEFOP

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has 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;
- (c) where Cedefop has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where Cedefop has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Communities' financial interests;
- (e) where Cedefop has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (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 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 days of the date foreseen, 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.15.2 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

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

II.15.3 Consequences of termination:

In the event of Cedefop terminating the Contract or a pending order or specific contract in accordance with this Article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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 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 enforceable under the Contract.

ARTICLE II.15a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, Cedefop may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities or fraud.

ARTICLE II.16 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to Cedefop's right to terminate the Contract, Cedefop may decide to impose liquidated damages of 0.2% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by 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.17 – CHECKS AND AUDITS

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** 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 implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II.18 – AMENDMENTS

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

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

For the Contractor,

[*Company name/forename/surname/function*]

signature[s]: _____

Done at, [date]

In duplicate in English.

For Cedefop,

Mr. Thierry Bernard-Guele,
Head of Resources,

signature: _____

Done at Thessaloniki, [date]

**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 IV of the Framework Contract No. **2010-FWC XX/AO/RES/ITK/PowerBuilder development/014/10**


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 **XXXXXXXXXXXXXXXXXX**.

having signed a Framework Contract

2010-FWC **XX/AO/RES/ITK/PowerBuilder development/014/10**

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.9 of the Special Conditions, II.9 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 Union institutions and bodies and on the free movement of such data (OJ L8, 12.1.2001, p. 1).

Date and place:

Signature.....

Name and Position

ANNEX I (TO THE FRAMEWORK CONTRACT)

TENDER SPECIFICATIONS (INVITATION TO TENDER)

The Tender Specifications (Invitation to Tender No **2010-FWC XX/AO/RES/ITK/PowerBuilder development/014/10**) and the respective clarifications (Questions and Answers) are not printed and inserted here as paper copies for economy reasons. However they are valid and are exactly as published on the Cedefop website under the following link:

<http://www.cedefop.europa.eu/EN/working-with-us/public-procurements/calls-for-tenders.aspx>

ANNEX II (TO THE FRAMEWORK CONTRACT)

CONTRACTOR'S TENDER

For economy reasons only the paper copies of:

- the Cover Letter;
- the full Financial Proposal;
- the table of contents of the Technical Proposal;

are hereby included from the Contractor's Tender.

ANNEX III (TO THE FRAMEWORK CONTRACT)

Draft Models of ORDER FORM and SPECIFIC CONTRACT

Draft Model ORDER FORM No [complete]

governed by the provisions of Framework Contract

2010-FWC XX/AO/RES/ITK/PowerBuilder development/014/10

signed on [complete]

European Centre for the Development of Vocational Training (Cedefop) Procurement Service Office 4.19 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 Union, 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 the Contractor,

[Company name/forename/surname/function]

For Cedefop,

Mr. Thierry Bernard-Guele,

Head of Resources,

signature[s]: _____

signature: _____

Done at, [date]

Done at Thessaloniki, [date]

Draft Model of SPECIFIC CONTRACT

SPECIFIC CONTRACT No [complete]

implementing Framework Contract

No **2010-FWC XX/AO/RES/ITK/PowerBuilder development/014/10**

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. Thierry Bernard-Guele**, Head of Resources,

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 **2010-FWC XX/AO/RES/ITK/PowerBuilder development/014/10** 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].

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 to 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]

For Cedefop,

Mr. Thierry Bernard-Guele,

Head of Resources,

signature[s]: _____

signature: _____

Done at, [date]

Done at Thessaloniki, [date]

In duplicate in [English].

ANNEX IV (TO THE FRAMEWORK CONTRACT)

Cedefop's ICT facilities use policy

CEDEFOP's INFORMATION AND COMMUNICATION TECHNOLOGY (ICT) USER POLICY

1. PURPOSE AND DEFINITIONS

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

1.2. GENERAL DEFINITIONS

The terminology used in this text is as follows:

- 1.2.1. 'ICT INFRASTRUCTURE' (Information and Communication Technology Infrastructure) refers to the computer systems, all peripheral equipment, printers, network services provided via computer servers of Cedefop, access to the Intranet and Internet, installed software on computer workstations and servers as well as telephony and video-conferencing devices and services.
- 1.2.2. A 'USER' is any person who utilises in any way an IT system or the networking infrastructure of Cedefop. Users are Cedefop staff members or external users (contractors, visitors, conference attendees, etc.).
- 1.2.3. 'Cedefop/ICT' is the Information and Communication Technology (ICT) service/department, which is part of the Area 'Resources' of Cedefop, its Head of Service, staff and the Helpdesk service, telephone extension 119, e-mail address: helpdesk@cedefop.europa.eu
- 1.2.4. 'ADMINISTRATION' refers to the Administration of Cedefop, represented by the Head of Resources and the Directorate of Cedefop.

1.3. CEDEFOP/ICT SERVICES

Cedefop/ICT provides the following:

Strategic planning and policy development for the information and communication technology in Cedefop.

- 1.3.1. Installation, maintenance, configuration, integration and upgrading of the ICT Infrastructure, hardware (computers and peripherals, printers) and operating systems.
- 1.3.2. Acquisition, maintenance, design, installation, deployment, configuration and customisation, integration, evaluation and testing of software (office automation, business applications, collaborative software, server software). Purchase, maintenance and follow-up of software licences.
- 1.3.3. Telecommunications and networks infrastructure, Internet connections, network security (Antivirus protection, network protection 'firewall').
- 1.3.4. System and network IT services and administration (e-mail, Microsoft Exchange collaboration services, fax service, voice mail, network file storage, computer server administration, periodic data backup to magnetic tapes).
- 1.3.5. Development, implementation, maintenance and integration of IT applications.
- 1.3.6. Management of telephony and videoconferencing audiovisual systems.
- 1.3.7. Technical support and assistance for all IT services by the Helpdesk service, and ICT staff.
- 1.3.8. Cedefop/ICT will notify Users of all scheduled downtime and of any exceptional outages of its services, using appropriate means (e.g. via Intranet or e-mail to Cedefop Users).

1.4. ICT SECURITY MONITORING

Cedefop/ICT maintains automated machine-based mechanisms which monitor and log network and Internet traffic/activities. Incoming logs provide statistics on the use of Cedefop's web sites via the Internet. Monitoring is used to protect the security of the ICT Infrastructure against network-oriented internal and external threats (viruses, malicious software, etc.). Manual processing of this information (internet traffic/ICT activities) will occur only for professional, technical or security reasons at the written request of the Administration and with the full knowledge of the person or persons concerned.

2. GENERAL ICT USE

- 2.1.1. All ICT equipment is subject to a common general use policy; the equipment is made available to members of staff to allow them to perform their professional duties at Cedefop. The use of the ICT equipment of Cedefop, in particular the e-mail server and Internet access, is in principle restricted to official use. However, incidental personal use of the e-mail and Internet servers of Cedefop are permitted as long as

such utilisation is not contrary to the interests of Cedefop and the European Union and remains within reasonable limits.

- 2.1.2. Users shall not misuse the shared ICT infrastructure resources in any way, e.g. overuse, monopolisation and/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 available on all Cedefop printers whenever possible.
- 2.1.3. Use of Cedefop's ICT Infrastructure for the purposes of performing illegal activities and for financial or other personal profit is prohibited.
- 2.1.4. Users shall not perform changes to the ICT Infrastructure (e.g. hardware changes, software installations, configuration changes, etc.) without the prior authorisation of Cedefop/ICT.
- 2.1.5. Users shall use the parts of the ICT Infrastructure (computer hardware, monitor and peripherals, etc.) assigned to them in a diligent manner. In the event of any damage or loss, Cedefop/ICT shall be notified immediately.
- 2.1.6. When using the e-mail system and the Internet server, every member of Cedefop staff must at all times 'carry out his duties and conduct himself solely with the interests of the Communities in mind' (Article 11(1) of the Staff Regulations) and 'refrain from any action or behaviour which might reflect adversely upon his position' (Article 12 of the Staff Regulations). These obligations are designed primarily to ensure that officials and other staff of Cedefop conduct themselves in a dignified manner consistent with the correct and respectable behaviour expected of Cedefop staff in carrying out their professional duties.
- 2.1.7. Users shall not test the security of the computer systems without the prior authorisation of Cedefop/ICT. Such tests could cause false alarms and unnecessarily trigger the response mechanisms of the Centre. Moreover, no viruses and other dangerous malware may be tested.
- 2.1.8. Cedefop/ICT schedules regular back-ups of data from computer disks to tertiary storage media from where they can be retrieved in case of accidental loss or system damage. Data that need backup protection should be stored in the locations designated by Cedefop/ICT.

2.2. INTELLECTUAL PROPERTY RIGHTS

- 2.2.1. Cedefop acquires the licences for the use of computer software from a variety of outside companies. Cedefop does not own this software or its related documentation and, unless authorised by the software developer, does not have the right to reproduce it except for backup purposes.
- 2.2.2. Users must 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 agreements or to their intellectual property rights (copyright).
- 2.2.3. Users shall seek clarifications from their supervisors and/or from Cedefop/ICT when in doubt about copyright questions.

2.3. USE FOR PERSONAL REASONS

- 2.3.1. Users are permitted limited use of the Internet and the ICT infrastructure for personal needs, as stated above (2.1.1.) However, this permission applies only if the operational costs to Cedefop are negligible, regular ICT activity is not affected and use for business reasons takes precedence. This privilege may be revoked or limited at any time if deemed necessary for professional, administrative or technical reasons.

3. ELECTRONIC MAIL

3.1. E-MAIL ACCOUNT

- 3.1.1. All Cedefop staff members are assigned a personal electronic mail account on taking up their duties at Cedefop. When using e-mail services, users must comply with the provisions of Section 2.
- 3.1.2. As is the practice at the Commission, external users who are for justified reasons permitted to use Cedefop e-mail services will be assigned e-mail accounts under the ext.cedefop.europa.eu domain.
- 3.1.3. Requests to open or close an e-mail account (of a staff member or external users) should be made by HR or the project manager by submitting the annexed form to the Head of Area for approval by the Head of Resources.

3.2. E-MAIL USE

- 3.2.1. Cedefop e-mail services shall be used mainly for professional purposes and shall not adversely affect the interests of Cedefop or the European Communities.
- 3.2.2. Users shall not use the e-mail services to send unsolicited bulk (massive) e-mail messages. 'Unsolicited' is defined as sent 'without the permission or consent of the recipient or recipients'.
- 3.2.3. Users should exercise caution when receiving e-mails with attachments and should verify the identity of the sender. In cases where they have doubts about the sender and/or the content, Users must not open the attachment and shall consult the Helpdesk immediately.
- 3.2.4. Users should protect the privacy of their e-mail address. It should not be made public on non-professional web site registration pages or on mailing lists, as these may be archived and be accessible through public web pages.
- 3.2.5. Users shall not reply to Unsolicited Commercial Email (UCE) messages, even if they bear the words 'click here to unsubscribe'.
- 3.2.6. E-mail/Internet users of Cedefop shall not participate in 'chain-mails'. Chain-mails are created by sending messages unrelated to professional activity (marketing material, jokes, etc.) and requesting the recipient to either reproduce them or to send them to others. Such requests are considered particularly dangerous since they are a common method of spreading viruses and other malware.

3.3. E-MAIL CONFIDENTIALITY

- 3.3.1. In order to discourage breaches of e-mail confidentiality, any e-mail sent from a Cedefop e-mail address to an external addressee must contain the following statement: 'This message may contain personal data and other confidential data that are entrusted to the recipients specified in the header of the message. The recipient(s) of this message shall not process the present message in ways contrary to EU legislation on the protection of personal data or jeopardise the confidentiality of the message content.'

4. USER ACCOUNT AND PASSWORD POLICY

Every user who wishes to connect to the Cedefop ICT Infrastructure is assigned an account and should use a password.

4.1. USE AND ACCESS OF PERSONAL ACCOUNTS

- 4.1.1. Users shall use only their own personal accounts provided by Cedefop to access the network.
- 4.1.2. Only authorised personnel providing technical support or investigating security incidents may use another person's account to access the computing and network infrastructure. However, holders of Cedefop accounts can expressly inform Cedefop/ICT that they wish to grant specific rights over their accounts to another person, so that, for example, that person can access their e-mails temporarily during periods of absence.
- 4.1.3. The Administration of Cedefop may access the personal accounts of any staff members at any time for justified reasons, namely suspected illegal activities, suspected irregularities, improper conduct or other suspected wrongdoings.
- 4.1.4. If Users notice or suspect that an unauthorised person has used or attempted to use their personal accounts, they shall immediately notify Cedefop/IT.

4.2. PASSWORD - GENERAL GUIDELINES

- 4.2.1. Individual passwords belong exclusively to each User, are strictly personal and, for security reasons, shall not be disclosed to anyone for any reason.
- 4.2.2. Passwords should be memorised and not written down or filed.
- 4.2.3. Users should be especially on their guard against 'social engineering' techniques used to trick them into disclosing their password, e.g. by pretending to be a system administrator.

4.3. PASSWORD - SELECTION GUIDELINES

- 4.3.1. The password should contain at least six (6) characters.
- 4.3.2. The password should have lower and upper case letters, numbers and punctuation marks or other symbols (e.g. @, #, &, \$).
- 4.3.3. The password should be changed every six to nine months and should not be the same as the previous passwords.

5. OBLIGATIONS WHEN LEAVING CEDEFOP

When staff members leave Cedefop (on termination of their employment contracts, re-assignment, etc.), they shall return the ICT equipment issued to them during their period of employment.

5.1. HARDWARE

- 5.1.1. Users shall return any ICT equipment provided by Cedefop for the accomplishment of their professional duties no later than the end of their last working day. ICT infrastructure includes desktop PCs, laptops, desktop phones, DECT wireless phone devices, GSM phones, personal digital assistants (PDA) as well as any other accessories and peripherals (USB flash memories, SD cards, headsets, microphones, speakers, chargers, laptop cases, etc.).

5.2. SOFTWARE

- 5.2.1. Users are required to return any software provided by Cedefop which was installed on their personal computers, laptops, PDAs, GSM OS enabled phones, etc. on their last working day at the latest.
- 5.2.2. They are also required to return all software media (CDs, DVDs, ZIP, diskettes, SDs, MMCs) borrowed during their period of employment.

5.3. ACCOUNTS

- 5.3.1. When staff members leave Cedefop, their computer accounts expire at the end of their last working day. Access to accounts, computer files and the Intranet are not permitted after the accounts have expired.
- 5.3.2. Users are advised to inform their contacts well in advance that their e-mail addresses at Cedefop will no longer be available and that their accounts will be closed.
- 5.3.3. A message announcing the expiry of a User's account may refer to his or her new e-mail address. At the User's request and with the approval of

the User's supervisor and the Head of Resources, this message may be available on Cedefop's system for up to three months.

6. USE OF THE INTERNET

- 6.1. The Internet is an insecure environment. Any information obtained from the Internet should be carefully checked. The Internet does not in principle have mechanisms to protect the confidentiality and integrity of data transmitted through it. Staff with access to the Internet via Cedefop's Infrastructure should bear this in mind.
- 6.2. Verification of recipient's identity. Before any User sends internal Cedefop information, enters into any agreement or orders any product on behalf of Cedefop through the Internet, the identity of all parties concerned should be verified by letter sent by post or fax or by telephone verification and e-mail delivery receipts.
- 6.3. Financial transactions through the Internet. Users should be very wary when conducting professional or personal financial transactions via the Internet as it is an insecure medium. If the use of Cedefop's network infrastructure for financial transactions is unavoidable, Users should ensure that (a) a secure channel is used (HTTPS) and (b) that passwords for sensitive transactions are not automatically stored on the computer.
- 6.4. All Users may browse the web for professional and limited personal use.. Web browsing is subject to the restrictions on personal use set out in paragraph 2.18 and to the general use rules laid down in Section 2.
- 6.5. With respect to Internet use, the Cedefop server may not be used to access offensive, racist, discriminatory, sexually explicit, obscene, and pornographic or other equally inappropriate web sites or for other personal uses that exceed reasonable limits. Such abuse may lead to an administrative investigation and/or disciplinary action under the Staff Regulations. In this connection, Cedefop reserves the right to block access to certain web sites and categories of web sites.

7. USE OF TELEPHONY AND VIDEO-CONFERENCING

- 7.1. The use of the telephony and video-conferencing service is also subject to the provisions on general use laid down in Section 2. Users of telephony services shall behave in accordance with the Code of Good Administrative Behaviour of Cedefop.
- 7.2. Staff members are required to use their Personal Identification Numbers (PIN) for personal calls.
- 7.3. Video-conferencing sessions will be facilitated where appropriate, following timely arrangement with the Conference Service, by submitting the application form for this purpose seven working days before the planned event.

8. INCIDENT HANDLING

Users shall notify Cedefop/ICT immediately if they notice or suspect that:

- 8.1. sensitive information of Cedefop has been lost or leaked to unauthorised recipients;
- 8.2. unauthorised access to Cedefop's ICT Infrastructure has occurred, or any access codes or 'proofs' of identity have been leaked, lost or stolen;
- 8.3. unusual activity has occurred on Cedefop's ICT Infrastructure as this might be an indication of a security risk.. Examples of unusual activity include lost files, system breakdowns, important error messages, etc.
- 8.4. A virus infection has occurred.

Cedefop/ICT will take the necessary measures in a timely manner to deal with the incident and will advise the User appropriately.

9. LOST OR STOLEN HARDWARE

In the event of case of loss or theft, users are obliged to take the following steps as soon as possible:

- 9.1. inform Cedefop/ICT immediately and follow their instructions;
- 9.2. make a detailed declaration of theft to the local authorities and inform ICT in writing;
- 9.3. in the case of an embedded services device (e.g. GSM device, GPRS-enabled laptop or mobile telephone), contact the service provider to have the services (GSM voice, GPRS data, etc.) temporarily or permanently blocked. Cedefop/ICT will assist in this matter.

10. TREATMENT OF INFRINGEMENTS

Any infringements of the rules laid down in this policy committed by staff members will be reported to the Administration by the ICT. The Administration will assess the infringements in the light of the Staff Regulations and Cedefop's rules and regulations and may decide to take appropriate measures. Serious infringements may lead to administrative inquiries and/or disciplinary actions in accordance with the Staff Regulations.

Moreover, any infringements by external users may lead to legal action against the external user concerned, in accordance with relevant Greek law, depending on the severity of the infringement in question.

ANNEX V (TO THE FRAMEWORK CONTRACT)

Rules concerning the reimbursement of the travel, subsistence and miscellaneous expenses of experts from outside the Centre invited to meetings

THE GOVERNING BOARD OF THE EUROPEAN CENTRE FOR THE DEVELOPMENT OF VOCATIONAL TRAINING

HAVING REGARD to Council Regulation (EEC) No 337/75 of 10th February 1975 establishing a European Centre for the development of vocational training,

HAVING REGARD to the financial regulation applicable to the European Centre for the development of vocational training (Cedefop decision of 31.3.2003, last modified on 16 March 2006),

HAS ADOPTED THESE RULES:

GENERAL PROVISIONS

ARTICLE 1

1. Persons to whom these rules apply
 - a) Experts from outside the Centre invited to deliver professional advice to committee members, a group of experts or individuals invited for meetings regardless of where the meeting is held.
 - b) Any person responsible for accompanying a handicapped person invited as an expert to the Centre.

ARTICLE 2

No moral, material or bodily harm incurred by the expert or by the person responsible for accompanying a handicapped expert in the course of the journey or of his stay in the place where the meeting is held may be the subject of a claim against the Centre unless it can be imputed to the Centre.

The person invited using his/her own means of transport assumes, in particular, entire responsibility for any accident which may occur.

II - PAYMENT OF EXPENSES

Travel expenses

ARTICLE 3

1. The expert has the right to reimbursement of his/her travel expenses from the place of departure (professional or private address) to the place where the meeting is taking place using the most economic form of transport, taking into account the distance: in principle by first class rail for distances not exceeding 400 kilometres (single ticket based on the official distance calculated by the railway company), economy class air tickets for distances exceeding 400 kilometres or where the journey involves a sea crossing.
2. Travel expenses are reimbursed upon presentation of the original documents, tickets or printouts in the case where tickets are purchased on-line, as well as the boarding pass for the outward journey. The documents submitted should show the travel class, the travel time and the price paid.
3. Reimbursement for travel by car shall be based on the first-class rail fare.
4. Where rail travel is not available for the journey undertaken by private car, reimbursement will be calculated at the rate of 0,22 €/km.
5. Taxi fares will not be reimbursed.

ARTICLE 4

By derogation from the provision of Article 2, the Director of the Centre may decide that the travel expenses will only be reimbursed on the basis of the return rail fare in second class. In such a case, the invitation letter shall specify the reimbursement conditions.

Subsistence expenses**ARTICLE 5**

1. The allowance for expenses per day of meetings, cover all the expert's expenses at the place where the meeting is held, including the cost of meals and local travel (bus, tram, underground, taxi)
2. The daily expenses allowance amounts to 92,00 €.
3. If the distance of the place of departure to the meeting is equal to or less than 100 km, the allowance for expenses per day shall be reduced by 50%.
4. If the expert is obliged to spend one or several nights at the place of the meeting on account of the incompatibility of the hours of the meeting with travel arrangements², a nightly accommodation allowance will be paid. This allowance amounts to 100,00 € per night, the number of nights cannot exceed the number of days of the meeting + 1.
5. An allowance for accommodation and/or daily expenses can be approved exceptionally if the extension of the stay allows the use of cheaper flight tickets and provided that the economy made is higher than the cost for the additional allowances.
6. The allowance for daily expenses and/or accommodation can be increased by 50% for high level experts by reasoned decision of the authorising officer. In this case this has to be mentioned in the invitation letter.

ARTICLE 6

In the case where the time period between two meetings does not permit the expert to return to his place of departure or if the expert prefers not to leave the place of the meeting, the latter has the right to the daily subsistence allowance for each intervening day, but the cost of allowances for the intervening days should not exceed the price of the return air fare.

ARTICLE 7

All expenses incurred by a handicapped expert and his/her accompanying person which are cannot be covered sufficiently by the allowances laid down in Article 4, will be reimbursed on the request of the responsible authorising officer and upon presentation of the necessary documents.

ARTICLE 8

1. Unless stated to the contrary in the letter invitation and in the request for the organisation of the meeting, experts are entitled to an allowance for expenses per day of the meeting and, if necessary, accommodation, provided they state on their word of honour that they do not receive similar allowances from another Union institution for the same stay. The responsible authorising officer assures the coherence between the contents of the invitations and the request for the organisation of the meeting.

² As a general rule the expert cannot be obliged either at the place of departure or the place of the meeting to:

- leave the place of departure or the place of the meeting before 7.00 a.m. (rail or other means of transport) or before 8 a.m. in the case of air travel);
- arrive at the place of the meeting after 9:00 p.m. (airport) or 10.00 p.m. (rail or other means of transport);
- return to the place of original departure after 11.00 p.m. (airport, railway station or other means of transport).

2. The responsible authorising officer, by a duly motivated decision and on presentation of the required documents may approve reimbursement of expenses incurred by the expert following specific written or oral instructions.
3. Each reimbursement of travel expenses and daily allowance and/or accommodation shall be paid to one and the same bank account.

III – Financial provisions

ARTICLE 9

1. The payment order is drawn up on the basis of a request for reimbursement, duly completed and signed by the expert and the meeting secretary responsible for checking the attendance of the expert.
2. Experts are required to provide to the secretaries of the meetings, the documents necessary for reimbursement as cited in the financial provisions applicable to the Centre at the latest within 30 calendar days following the last day of the meeting, as evidenced by the date of postage, the date of the fax or the mail.
3. The Centre will reimburse within the period laid down in the relevant implementing provisions of the financial regulation.
4. In the absence of justification by the expert, accepted by the reasoned decision of the authorising officer, non-respect of the provisions under paragraph 2, relieves the Centre of any obligation to reimburse travel costs and daily allowance expenses.

ARTICLE 10

1. Travel expenses are reimbursed in Euro at the prevailing exchange rate on the day when the payment request or recovery order is drawn up by the authorising department.
2. Transfer of the allowance for daily expenses and, where it is the case, for accommodation is made in Euro on the basis of the exchange rate on the day of the meeting. The allowances for daily expenses and accommodation will be reviewed on the basis of any modifications made by the Commission.

IV – Final provisions

ARTICLE 11

This decision amends and replaces the decision of 3 April 2007.

ARTICLE 12

These rules enter into force upon signature.

13 June 2008

For the Governing Board
The Chairman

Juan Menéndez Valdés
<signed>