



EUROPEAN COMMISSION
DG
Directorate
Unit

SERVICE CONTRACT

CONTRACT NUMBER – [complete]¹

The European Community (hereinafter referred to as "the Community"), represented by the Commission of the European Communities (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by Mr Heinz ZOUREK, Director General for Enterprise and Industry Directorate-General,

of the one part,

and

[official name in full]

[*official legal form*]²

[*statutory registration number*]³

[official address in full]

[*VAT registration number*]

(hereinafter referred to as "the Contractor"⁴), [*represented for the purposes of the signature of this contract by [name in full and function,]*]

of the other part,

¹ Options [*in italics*] to be deleted where not applicable.

Options [in roman] to be completed.

² Delete if contractor is a natural person or a body governed by public law.

³ Delete if contractor is a body governed by public law. For natural persons, indicate the number of their identity card or, failing that, of their passport or equivalent.

⁴ In the case of a joint offer and provided the invitation to tender so specifies, the following clause should be added below the identification of the parties: "The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract".

HAVE AGREED

the **Special Conditions** and the **General Conditions** below and the following Annexes⁵:

Annex I – Tender Specifications (Invitation to Tender No ENTR/08/028 of [complete]) and Monitoring

Annex II – Travel and subsistence expenses

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

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 Annexes. The terms set out in the Tender Specifications (Annex I) shall take precedence over those in the Tender (Annex III).

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

⁵ Voluminous annexes may be replaced by a reference to the documents concerned, provided the content of such documents is not subject to challenge (by virtue of their public nature).

I – SPECIAL CONDITIONS

ARTICLE I.1 - SUBJECT

- I.1.1.** The subject of the Contract is [short description of subject].
- I.1.2.** The Contractor shall execute the tasks assigned to him in accordance with the Tender Specifications annexed to the Contract (Annex I).

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 party⁶.
- I.2.2.** Execution of the tasks may under no circumstances begin before the date on which the Contract enters into force.
- I.2.3.** The duration of the tasks shall not exceed 36 months. This period and all other periods specified in the Contract are calculated in calendar days. Execution of the tasks shall start from date of entry into force of the Contract. The period of execution of the tasks may be extended only with the express written agreement of the parties before such period elapses.

ARTICLE I.3 – CONTRACT PRICE

- I.3.1.** The maximum total amount to be paid by the Commission under the Contract shall be XXX EUR [amount in figures and in words] covering all tasks executed.
- I.3.2.** In addition to the total amount specified in Article I.3.1, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7, as shall other expenses provided for by the Tender Specifications up to a maximum amount of XXX EUR [amount in figures and in words]. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with Annex II.

ARTICLE I.4 – PAYMENT PERIODS AND FORMALITIES

Payments under the Contract shall be made in accordance with Article II.4. Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted. Payment requests may not be made if

⁶ As a rule the Commission signs last. In this case, the Contractor should be duly informed of the date on which the Contract enters into force.

payments for previous periods have not been executed as a result of default or negligence on the part of the Contractor.

I.4.1. Pre-financing:

Following signature of the Contract by the last contracting party, within 30 days of the receipt by the Commission of a request for pre-financing with a relevant invoice, a pre-financing payment of EUR [complete amount in figures and in words] equal to 4% of the total amount referred to in Article I.3[.1] shall be made.

I.4.2 Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by:

- an interim technical report in accordance with the instructions laid down in Annex I
- the relevant invoices
- statements of reimbursable expenses in accordance with Article II.7

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, an interim payment corresponding to EUR [complete amount in figures and in words] equal to 20 % of the total amount referred to in Article I.3.1 shall be made.

I.4.3. Payment of the balance:

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

- the final technical report in accordance with the instructions laid down in Annex I
- the relevant invoices
- statements of reimbursable expenses in accordance with Article II.7

provided the report has been approved by the Commission.

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

Within 30 days of the date on which the report is approved by the Commission, payment of the balance corresponding to [EUR complete amount in figures and in words] equal to 36 % of the total amount referred to in Article I.3.1 shall be made.

[For Contractors established in Belgium, the provisions of the Contract constitute a request for VAT exemption No 450, provided the Contractor includes the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA” or an equivalent statement in the Dutch or German language.]

[For Contractors established in Italy, the provisions of the Contract constitute a request for VAT exemption, provided the Contractor includes the following statement in his invoice(s): “Operazione non imponibile ai sensi dell’articolo 72, comma 3) paragrafo 3 del D.P.R. n. 633 del 26/10/1972 come modificato da ultimo dal D.L. n. 323 del 20/06/1996 convertito in Legge n. 425 dell’8/8/1996”.]

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro⁷, identified⁸ as follows:

Name of bank: [complete]
Address of branch in full: [complete]
Exact designation of account holder: [complete]
Full account number including codes: [complete]
[IBAN⁹ code: [complete]]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract shall be made in writing and shall bear the Contract number. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below. Communications shall be sent to the following addresses¹⁰:

Commission:
European Commission
Directorate-General Enterprise and Industry
Directorate H - Aerospace, GMES, security and defence
Unit Space Research and Development
B-1049 Brussels

Contractor:
Mr/Mrs/Ms [complete]
[Function]
[Company name]
[Official address in full]

ARTICLE I.7– APPLICABLE LAW AND SETTLEMENT OF DISPUTES

⁷ Or local currency where the receiving country does not allow transactions in EUR.

⁸ By a document issued or certified by the bank.

⁹ BIC or SWIFT code for countries with no IBAN code.

¹⁰ Fax number and e-mail accounts may be added. If an e-mail account is given, incoming e-mails should be redirected if the account holder is absent and a clause should be added specifying what is considered to be the reference date of the electronic communication (date of sending, receiving or opening).

I.7.1. The Contract shall be governed by Community law, complemented, where necessary, by the national substantive law of Belgium.

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 Brussels.

ARTICLE I.8 – 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 Directorate General Enterprise and Industry of the European Commission 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 Community. 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 Directorate General Enterprise and Industry, unit H3, of the European Commission. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

ARTICLE I.9 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving 3-month formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to part-performance of the Contract. 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.

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 the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6.** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7.** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for

any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.

II.1.8. Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to the Commission. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

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

ARTICLE II.2 – LIABILITY

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

II.2.2. The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract, including in the event of subcontracting under Article II.13. The Commission shall not be liable for any act or default on the part of the Contractor in performance of the Contract.

II.2.3. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.

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

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

ARTICLE II.3 - CONFLICT OF INTERESTS

II.3.1. The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

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

II.3.3. The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
- that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.

II.3.4. The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to the Commission should it so request.

ARTICLE II.4 – PAYMENTS

II.4.1. Pre-financing:

Where required by Article I.4.1, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) equal to the amount indicated in the same Article to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent work on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

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

II.4.2. Interim payment:

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

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

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

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

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

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

II.4.3. Payment of the balance:

Within sixty days of completion of the tasks referred to in Annex I the Contractor shall submit to the Commission a formal request for payment accompanied by those of the following documents which are provided for in the Special Conditions:

- Ø a final technical report in accordance with the instructions laid down in Annex I;

- Ø the relevant invoices indicating the reference number of the Contract to which they refer;
- Ø statements of reimbursable expenses in accordance with Article II.7.

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

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

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

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

ARTICLE II.5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

II.5.2. The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his payment request is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. In case of doubt on the eligibility of the expenditure indicated in the payment request, the Commission may suspend the time limit for payment for the purpose of further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the expenditure is eligible.

The Commission shall notify the Contractor accordingly 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.4 shall begin to run again once the suspension has been lifted.

II.5.3. In the event of late payment the Contractor shall be entitled to interest, provided 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 the Commission may not be deemed to constitute late payment.

ARTICLE II.6 – RECOVERY

- II.6.1.** If total payments made exceed the amount actually due under the Contract or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.
- II.6.2.** In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.6.3.** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Communities that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II.7 - REIMBURSEMENTS

- II.7.1.** Where provided by the Special Conditions or by Annex I, the Commission shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.7.2.** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.7.3.** Travel expenses shall be reimbursed as follows:
- a)** travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b)** travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c)** travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d)** travel outside Community territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.

II.7.4. Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:

- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
- b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
- c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
- d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.2.

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

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

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

ARTICLE II.9 – CONFIDENTIALITY

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

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

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

- II.10.1.** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.8 shall apply.
- II.10.2.** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3.** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Community. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.10.4.** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 11 – TAXATION

- II.11.1.** The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.
- II.11.2.** The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities.
- II.11.3.** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4.** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II.12 – FORCE MAJEURE

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

ARTICLE II.13 – SUBCONTRACTING

- II.13.1.** The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.
- II.13.2.** Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.
- II.13.3.** The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.17.

ARTICLE II.14 – ASSIGNMENT

- II.14.1.** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.

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

ARTICLE II.15 – TERMINATION BY THE COMMISSION

II.15.1. The Commission may terminate the Contract 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 the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission 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 the Commission 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 the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks has not actually commenced within three months¹¹ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;

¹¹ This period can be modified in the Special Conditions depending on the nature of the contract.

- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations.

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

II.15.3. Prior to termination under point 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.15.4. Consequences of termination:

In the event of the Commission 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 tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

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

On termination the Commission may engage any other contractor to complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in making good and completing the services, without prejudice to any other rights or guarantees it has under the Contract.

ARTICLE II.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, the Commission 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 the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages of 0.2%¹² of the amount specified in Article I.3.1 per calendar day of delay. The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II.17 – CHECKS AND AUDITS

- II.17.1.** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the European Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the European Communities from signature of the Contract up to five years after payment of the balance.
- II.17.2.** The Commission or an outside body of its choice shall have the same rights as the European Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance.
- 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.

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.

¹² The daily rate for liquidated damages may be modified in the Special Conditions where the subject of the contract so justifies.

ARTICLE II.19 – SUSPENSION OF THE CONTRACT

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

SIGNATURES

For the Contractor,
[*Company name/forename/surname/function*]

For the Commission,
[forename/surname/function]

signature[s]: _____

signature[s]: _____

Done at [Brussels], [date]

Done at [Brussels], [date]

In duplicate in English.

DRAFT ANNEX CONTRACT - ANNEX I

Tender Specifications and Monitoring

1. OBJECTIVE AND SCOPE

The objective of the tender is to support the implementation of an operational Global Monitoring for Environment and Security (GMES) service in the field of emergency management. The tender will focus on establishing and validating the necessary interfaces and procedures between the user and the GMES service providers to ensure that Earth observation-based information will be provided in accordance with the technical specifications and quality standards that allow service integration into the user's operational workflow.

This tender is in direct support of the GMES Emergency Response Core Service (ERCS)¹³.

At present, the main GMES service providers of the ERCS, referenced in these specifications as “**ERCS providers**”, are those involved in the relevant FP6 R&D projects (such as RISK-EOS, PREVIEW and RESPOND) and, at a later stage, the consortium that will be selected in the course of 2008 following the evaluation of the 1st Space call of FP7. The output of the ERCS consists of Earth observation-based products. For the purpose of this tender a specific set of those products will be considered. They will be referenced as “**ERCS products**”. An initial list is provided in section 4 of the technical specifications.

The tender will support the operational uptake of ERCS for all kinds of emergencies, both inside and outside the European Union (EU). For external actions, priority will be given to damage assessment after major natural disasters such as earthquakes and floods. In the EU, priority will be given to damage assessment in the event of major floods, forest fires and seismic events.

The target group of users will be the European civil protection authorities involved in the Civil Protection Mechanism (i.e. national contact points as mentioned in the Council Decision 2007/779, establishing a Community Civil Protection Mechanism ('recast'))¹⁴ and Commission services dealing with External Relations, Development, Humanitarian Aid and Civil Protection^{15, 16}. For external actions, these services often interface with relevant EU civil

¹³ <http://www.gmes.info/174.0.html>

¹⁴ This covers the 27 EU Member States. Iceland, Norway and Liechtenstein (and possibly other countries) can participate to the extent that they bear any additional cost related to their participation.

¹⁵ The Commission service dealing with Civil Protection and responsible for the Monitoring and Information Centre (MIC) is within the Directorate General for Environment.

¹⁶ The contractors may have also to establish contacts with the EC Joint Research Centre which provides technical support to several Commission services.

protection authorities, United Nations organisations or other international entities with operational emergency support capacities in the affected countries¹⁷.

The Contractor shall implement the necessary elements to establish an operational interface between the users and ERCS providers. This activity shall encompass the specification, development and validation of the necessary information-exchange protocols. It shall ensure that the flow of information is adequate to provide the information requested by the users in accordance with the agreed technical specifications and quality criteria. It shall also support training for the user community and adequate dissemination of information.

2. DESCRIPTION OF TASKS

WP 0 – Project Management

The Contractor shall ensure a good coordination between the working teams to respond to the present specifications in allowed time and budget. The Contractor shall use professional management methods (inc. planning tools, document templates, risk analysis). In case of problems mitigation measures must be taken.

WP 1 - Building interfaces between users and ERCS providers

This work package includes the implementation of the necessary technical interfaces and information-exchange protocols needed for users to access the ERCS and to be ready for an operational use of the service deliveries in support of their activities. Further to the technical interfaces, a plan for the introduction of ERCS products into the operational work of the users will be drafted in agreement with these users.

The Contractor shall address two different communities of users: (1) the civil protection authorities for emergencies inside EU but also for emergencies outside EU in the context of international cooperation agreements, and (2) Commission services dealing with external actions. The name of the contact persons for both user communities will be provided by the European Commission to the Contractor at the start of the contract.

• Task 1.1. Technical Implementation

The objective of the technical implementation is to establish an architecture and to put in place the necessary interfaces to ensure that the users can request

¹⁷ The Commission services will address any specific issues related to requests arriving from the United Nations bodies. At this stage, it is not foreseen that the contractors will contact directly United Nations bodies.

information to the ERCS and will receive the products. The validation will be done under WP2.

It is anticipated that face-to-face meetings will be required to explain the initiative, present the type of products that will be provided on a pre-operational basis by the ERCS and ensure an active participation of the users. This is a crucial step for users who have little experience in using Earth observation-based products. The contractor shall foresee visits to user premises to have a good overview of their working environment.

The contractor shall implement the necessary tools to access, store, visualise and use ERCS products and identify any gaps needing to be addressed at the users sites to perform the verification, testing and validation of the implemented interfaces (as foreseen in WP2). This includes the need for customisation of ERCS products, e.g. format conversion (e.g. reprojection), or tailored output generation as well as possible needs for securing the transmission of the information (e.g. encryption).

The architecture shall describe all elements that are proposed to establish an operational interface between the user focal points and the ERCS gateway¹⁸. This may comprise hardware, IT infrastructure or specific software tools, which may be new or adapted ones. The architecture shall be described in the first release of the Implementation Report.

The proposed architecture shall take into account the need for harmonisation in the distribution of ERCS products, through the dissemination of relevant format standards, such as those published by the Open Geospatial Consortium (OGC) and taking into account the guidelines set up under the INSPIRE¹⁹ Directive and related ongoing initiatives.

The Contractor must foresee a budget to cover expenses linked to the technical implementation of the interfaces between the user focal point, including the least equipped ones, and the ERCS providers. This activity includes the upgrade or supply of information technology tools to the extent that these are indispensable to test and validate these interfaces (WP2). Preference should be given to open software solutions wherever feasible. The estimated amount shall be based on the offer made by the successful tenderer.

Where there are needs in terms of specific IT equipment, the Contractor shall be responsible for supplying, installing, integrating and testing it in conjunction with the users' IT experts (if any). The testing and validation of the information workflow will be part of WP2. However, through this task, the Contractor shall ensure the correction of implementation errors of the IT system installed until the end of the activity.

• Task 1.2. Procedural Implementation

¹⁸ For emergencies involving civil protection authorities, the Contractor shall take into account the need to interface with the MIC.

¹⁹ <http://inspire.jrc.it>

The objective of this task is to develop the necessary information-exchange protocols for a user to access the ERCS. To perform this task, the Contractor shall establish:

- the type of Earth observation products and geospatial data sets that are currently received by the users;
- the possibilities to integrate ERCS products into workflows that currently do not, or only partially, use Earth observation-based services; looking at regulatory issues for the use of the ERCS products in the user's environment, as well as liability issues linked to the use of ERCS products for decision-making;
- which intellectual property right (IPR) issues may hinder the use of ERCS products by the users, considering in particular that some users will need to integrate their own data with those obtained from the ERCS.

The Contractor shall also gather current examples of service level agreements between users and ERCS providers, make a critical analysis of those documents, and establish guidelines on defining such agreements, taking into account user needs in terms of format, standards and licensing.

Based on these analyses, the Contractor shall present:

- suitable models for service level agreements;
- protocols to access the ERCS and submit a request (the access procedure must be generic – i.e. user independent – and described in detail);
- recommendations for the integration of ERCS products into the user operational environment and information system.

The contractor shall address where relevant, the link between requests addressed to the ERCS and the triggering of the International Charter Space and Major Disasters²⁰.

This task shall be performed under careful consultation with the users.

Reports

D1.1. Report on technical implementation containing the following information:

- Formal description of user needs to access the ERCS, and store, visualise and use the products, and minimum requirements in terms of IT tools.
- Description of the architecture to establish an operational interface and of the standards used.
- Deployment activities (incl. inventory of elements deployed) and testing.

D1.2. Report on procedural implementation containing the following information:

²⁰ <http://www.disasterscharter.org/>

- Earth observation products and geospatial data sets currently received by users.
- Potential regulatory, liability and IPR issues.
- Model for service level agreement.
- Protocols for accessing the ERCS and requesting products.
- Introduction of ERCS products into the operational environment and information system of the users

D1.3. Maintenance report summarising the problems encountered.

WP2 – Verification, testing and validation of the implemented interfaces and information workflows to ensure the timely delivery of rapid mapping products in case of an emergency

An important aspect of the tender will be to monitor the information flow and receive feedback from the users on the adequacy of the ERCS products for their own use. This information will allow the Commission services to define and scale the future operational ERCS. This work package covers the use of ERCS products by users, in particular, it will focus on the tasks described below.

• Task 2.1. Validation of the implemented interfaces between users and service providers

Validate the interfaces in terms of the degree of fulfilment of user needs to access the ERCS. Ensure technical assistance to users in accessing the ERCS. Make a collection of "Frequently Asked Questions" and provide the answers. Throughout the validation step all users must have the opportunity to access the ERCS as needed. In particular, the contractor shall ensure that users that at present do not (frequently) receive and use Earth observation-based products have all the means to validate their access to the ERCS.

• Task 2.2. Evaluation of workflow and user feedback

Gather experience and feedback on the service provided in terms of timeliness of the delivery, product usefulness and quality of the products, through a series of interviews with users. Develop a standard format for obtaining user feedback taking into account existing models usually provided to users by service providers.

This task shall provide information on the type and volume of products, as well as time constraints for delivering the products. This information is necessary for the Commission to define the products to be delivered by the future ERCS on an operational basis and to scale the service.

• Task 2.3. Verification with real or simulated emergencies

Verify that the implemented interfaces with the service providers are working for real or simulated emergencies, having in mind that the ERCS may be triggered about 40 times per year.

Evaluation of information flows in real time situations and identification of possible inadequacies in the service chain. If these inadequacies arise from the characteristics of the ERCS products, they shall be communicated to the ERCS providers for improvements. If such inadequacies are due to malfunctioning of the interfaces, they shall be resolved by the Contractor as part of his maintenance tasks (see WP 1). To support the verification task, it could be decided in agreement with the user, to run a near-real time exercise in which an emergency event is simulated.

• Task 2.4. Evaluation of user needs to access reference databases

The Contractor shall provide an evaluation of the needs for accessing reference data to support user activities in the event of an emergency. This will encompass an analysis of available datasets (e.g. basic geographical maps available from national mapping agencies) and the need to fill any gaps (e.g. requirements for updated or new specific products).

Reports

D2.1. Operation assessment plan containing the following information:

- Selected criteria and methodology for the service assessment.
- Outline of D2.2 and D2.3.

D2.2. Verification, testing and validation report containing the following information:

- Assessment of the efficiency of the mechanisms to access the service and retrieve the products.
- List of "Frequently Asked Questions" with answers.
- Statistics on number and type of requests and on delivery time per type of request.
- Synthesis of user feedback.
- Assessment of information flow.

D2.3. Database access report assessing user needs for accessing data bases containing reference data

WP3 - Training and communication

This work package includes training and communication activities. Close collaboration with the ERCS providers is required. The activities under this tender shall, in particular, focus on:

• Task 3.1. Training on the ERCS take-up

The Contractor shall organise:

- Training of all users on how to access ERCS, integrate these in emergency management workflow and evaluate the benefits these bring to operational situations.
- Training of service providers on user procedures and needs in terms of data format, delivery constraints, practical use problems.

Training materials shall comprise manuals, best practice examples, multi-media presentations on use cases and any additional material deemed necessary.

• Task 3.2. User workshops

The Contractor shall:

- Support the exchange of best practices between users regarding the use of ERCS products.
- Communicate the results of the analysis made under WP1 and WP2 to users and obtain their feedback.

This activity shall be carried out through the organisation of workshops. At the first review, the Contractor shall propose a plan for the workshops. These workshops will be organised after approbation of this plan by Commission services.

• Task 3.3. Public dissemination activities

The Contractor shall promote the GMES activities in support of emergency response by ensuring the appropriate media coverage of the near-real time exercise(s) organised in cooperation with users or coverage of actual events. The Contractor shall present an action plan to ensure proper dissemination of the activities. This will complement the dissemination activities of the ERCS providers.

Reports

D3.1. Report presenting the training and workshop plans

D3.2. Report presenting the training outcome (summary of training performed and feedback obtained through the training sessions)

D3.3. Report on the user workshop(s) including the list of workshops and participants, a synthesis of the conclusions on best practices and the assessment by users of WP1 and WP2 analysis

D3.4. Dissemination plan

D3.5. Dissemination report

3. MONITORING - REPORTS AND DOCUMENTS / MAJOR MILESTONES

The project shall be divided into 4 periods (project start to month 6; month 7 to month 15; month 16 to month 24; month 25 to month 33) each one concluded by a review meeting, and a final period of 3 months (month 34 to 36) for finalising the final reports. The three interim payments will be made upon acceptance of the requested interim reports. The final payment will be made upon acceptance of the final reports.

Reports (Milestones)	Month	Description (list of reports that must be provided for the reviews)	Payment (*)
(Kick-off)	1	Guidance to the Contractor	4%
Interim report 1 (1 st review)	6	WP1: Technical Implementation Report release 1 (D1.1). WP3: Training and Workshop Plans release 1 (D3.1) and Dissemination Plan release 1 (D3.4).	20%
Interim report 2 (2 nd review)	15	WP1: Technical Implementation Report release 2 (D1.1) and Procedural Implementation Report (D1.2). WP2: Operation Assessment Plan (D2.1). WP3: Training and Workshop Plans release 2 (D3.1) and Dissemination Plan release 2 (D3.4).	20%
Interim report 3 (3 rd review)	24	WP2: Verification, Testing and Validation report (D2.2) release 1 and Database Access report (D2.3) release 1.	20%
Draft final report (final review)	33	WP1: Consolidated version of the Technical Implementation (D1.1) and Procedural Implementation (D1.2) Reports, Maintenance Report (D1.3) showing that the interfaces and procedures have been fully deployed. WP2: Verification, Testing and Validation report (D2.2) release 2 and Database	-

		<p>Access report release 2 (D2.3) showing that the interfaces and procedures are fully validated.</p> <p>WP3: D3.2. Report presenting the training outcome, D3.3. Report on the user workshop(s), and D3.5. Dissemination report showing that the training and communication activities have fully met the demands of users and the Commission services.</p>	
Final report	36	Final version of D1.1, D1.2, D1.3, D2.2, D2.3, D3.2, D3.3, D3.5.	36%

(*) The percentages refer to the total expenses under the contract section I.3.1.

The kick-off and the review meetings are foreseen in Brussels. In addition, the Contractor should foresee provisions for two progress meetings in Brussels.

All reports shall be provided in English at least 3 weeks before the review meeting. In addition to the review reports, ad-hoc progress reports, at management level, may be requested.

Upon receipt of each interim report, the Commission will inform the contractor within 45 calendar days on whether or not it approves the report and in particular the contractor's plans for the remainder of the work. In doing so the Commission will consult the Monitoring Committee (defined below).

The Contractors may be asked to present their work 2 to 3 times per year in the context of relevant conferences or events. This will not be subject to any additional reimbursement.

Monitoring

A Monitoring Committee will be set-up by the EC Directorate General Enterprise and Industry including representatives from Commission services. The Commission foresees in addition the creation of an Advisory Group including external experts and users to ensure a proper implementation of the contract and, in particular, to verify that the user needs are correctly taken into account.

4. LIST OF ERCS PRODUCTS

This list of ERCS products relevant to this tender is a preliminary list provided to establish the offer. If deemed necessary, an updated list may be provided to the Contractor at the start of the project and during the course of the project.

The ERCS will provide “reference mapping products” and “rapid mapping, situation and damage assessment products”. The table below provides **typical** characteristics of these products.

Reference mapping products	
<i>Description</i>	Reference maps aim to provide basic “cartographic-type” information about the field: toponyms, urban areas, transportation networks, key infrastructures, etc.
<i>Delivered products</i>	<p>§ <u>Reference map</u> including:</p> <ul style="list-style-type: none"> - All infrastructures such as roads, railway, etc. - Populated areas, including isolated settlements - Land use information. Contour lines describing the elevation of the area - Toponyms & administrative boundaries <p>§ <u>Historical assets map</u> describing population evolution, political, ethnic or religious areas of influence, historical boundaries or limits, etc.</p>
<i>Timing</i>	Routine background production, to allow rapid delivery when a crisis occurs.
<i>Spatial coverage</i>	All possible ‘hotspots’, various scales
<i>Formats</i>	<p>Raster maps: PDF, JPEG, TIF (usually with geoinformation as a pre-defined standardised set of parameters for each projection considered)</p> <p>Vector layers: SHP, KML</p>

Rapid mapping, situation and damage assessment products	
<i>Description</i>	Focused on current catastrophic events and dedicated to crisis management actors, this service provides rapid mapping products showing the extent and the impact of the event during response and immediate post-response phases.
<i>Delivered products</i>	<p>§ <u>Damage assessment maps</u>: produced with a very short lead time using a rapid mapping service (when fast delivery is more important than precision and quality) and, in sequence, with more details and precision, containing localisation, extent and intensity of the damage.</p> <p>§ <u>Situation and assets maps</u>: providing relevant and up-to-date thematic information, for example position of rescue teams and equipment, specific logistic information, road access, population (location and density), urban and isolated habitat, economic assets...</p> <p>§ <u>Refugee/IDP maps</u>: showing information of planned or informal refugee and internal displaced population (IDP) camps.</p>
<i>Timing</i>	These products are generated and delivered in rush mode within 12h after crisis Earth Observation data reception (rapid assessment maps), then over the days or possibly weeks of the crisis duration to monitor its evolution.
<i>Spatial coverage</i>	Depending on disaster spatial extent and on the Earth Observation data coverage, typically at small scales (1:25,000 or smaller)
<i>Formats</i>	<p>Raster maps: PDF, JPEG, TIF (usually with geoinformation)</p> <p>Vector layers: SHP, KML</p>

In addition, for the EU, it is expected that the ERCS will provide the following type of maps²¹:

- Flood risk
- Plain flood early warning
- Flash flood early warning

²¹ Where relevant, the existing interfaces with the European Flood Alert System (EFAS) (<http://efas.jrc.it>) and the European Forest Fire Information System (EFFIS) (<http://effis.jrc.it>) should be taken into account.

- Fire risk index
- Fire monitoring at medium resolution.

These maps will be delivered in standard raster and vector formats.

DRAFT ANNEX CONTRACT - ANNEX II

TRAVEL AND SUBSISTENCE EXPENSES

Travel and subsistence expenses incurred in connection with meetings which the Contractor is required to attend by the Commission of the European Communities shall be reimbursed in euro at the euro accounting rates in force during the month of payment by the administering department.

(a) Travel expenses

- rail: first class fare
- air: up to economy class fare and for outward-and-return journeys of more than 800km
- car: based on first class railway fare

(b) Cost of shipment of equipment or unaccompanied luggage

This is subject to prior approval by the Commission.

(c) Subsistence expenses

The daily subsistence allowance is deemed to cover all expenses incurred during one day of mission, such as hotel, meals and local transport expenses (eg taxis and transport from the airport/station to the hotel) and is reimbursed on the basis of the following scale:

Travel location	Daily allowance	Travel location	Daily allowance
Austria	225 EUR	Latvia	211 EUR
Belgium	232 EUR	Lithuania	183 EUR
Bulgaria	227 EUR	Luxembourg	237 EUR
Czech Republic	230 EUR	Malta	205 EUR
Cyprus	238 EUR	Netherlands	263 EUR
Denmark	270 EUR	Poland	217 EUR
Estonia	181 EUR	Portugal	204 EUR
France	245 EUR	Romania	222 EUR
Finland	244 EUR	Slovenia	180 EUR
Germany	208 EUR	Slovak Republic	205 EUR
Greece	222 EUR	Spain	212 EUR
Hungary	222 EUR	Sweden	257 EUR
Ireland	254 EUR	United Kingdom	276 EUR
Italy	230 EUR		

For missions outside the European territory of Member States, the Commission will inform the Contractor, upon his request, of the applicable rates.