



EUROPEAN COMMISSION

Directorate-General Enlargement

A - ENLARGEMENT POLICY AND COMMUNICATION
A.2 - INFORMATION, COMMUNICATION

Annex 2 to Tender Specifications

Invitation to tender No ELARG/2011/S-252 – Integrated communication services in the area of EU enlargement

MODEL FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – [complete]

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [forename, surname, function, department],

of the one part,

and

[official name in full]

[official legal form]¹

[statutory registration number]²

[official address in full]

[VAT registration number]

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

of the other part,

HAVE AGREED

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

Annex I – Tender Specifications (Invitation to Tender No [complete] of [complete])

Annex II – Contractor's Tender including price schedule (No [complete] of [complete])

Annex III – Specific Contract

¹ Delete if contractor is a body governed by public law.

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

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 specific contracts (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 the Commission, 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 **Integrated communication services in the area of EU enlargement.**
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through specific contracts is binding on the Commission.
- I.1.3** Once implementation of the Contract has been asked or has commenced, the Contractor shall reply and execute the tasks in accordance 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 described in Annex I to the Commission.

ARTICLE I.2 - DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- 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 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such specific contracts after its expiry, but no later than six months.
- I.2.5** The Contract shall be renewed automatically once 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 – PRICES

I.3.1 The indicative prices of the services shall be as listed in Annex II.

I.3.2 Prices shall be expressed in EUR.

I.3.3 In addition to the total amount specified in each specific contract, travel, subsistence and shipment expenses shall be reimbursed in accordance with Article II.7 throughout implementation of the Contract. The daily subsistence allowance referred to in Article II.7.4(d) shall be determined in accordance with amounts of daily allowances for missions, which have been fixed by the Commission and are shown at the following address:

http://ec.europa.eu/europeaid/work/procedures/implementation/per_diems/index_en.htm.

ARTICLE I.4 – IMPLEMENTATION OF THE CONTRACT

I.4.1 Within fifteen working days of any specific invitation to tender being sent by the Commission to the Contractor, the Commission shall receive a completed specific tender back, duly signed and dated. In the event of failure to observe these conditions the Contractor shall be considered to waive the participation in the specific competition. The Commission may sign a specific contract with the contractor who has submitted the best specific tender on the basis of the award criteria set out in Annex I. The specific contract may precise the terms of the present framework contract or modify them unsubstantially, notably as concerns prices.

ARTICLE I.5 – PAYMENT PERIODS

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

I.5.1 Pre-financing:

Within thirty days of the latest of the following dates:

- the date on which the Contractor returns the specific contract and the relevant invoice, indicating the reference number of the Contract and of the specific contract to which it refers,
- for pre-financing payments exceeding EUR 150,000, the receipt by the Commission of a duly constituted financial guarantee equal to at least 30% of the total value of the specific contract,

a pre-financing payment of 30% of the total value of the order or specific contract shall be made.

I.5.2 Interim payment:

Requests for interim payment by the Contractor in accordance with the instructions laid down in Annex I shall be admissible if accompanied by:

- an interim technical report,
- statements of reimbursable expenses in accordance with Articles I.11 and II.7.1,
- the relevant invoices, indicating the reference number of the Contract and of the specific contract to which they refer,

provided the report has been approved by the Commission.

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

Within thirty days of the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices and representing up to 40% of the total amount referred in the relevant specific contract shall be made.

I.5.3 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,
- statements of reimbursable expenses in accordance with Articles I.11 and II.7.1,
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer,

provided the report has been approved by the Commission.

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

Within forty-five days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

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

ARTICLE I.6 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in EUR, 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]]

ARTICLE I.7 – GENERAL ADMINISTRATIVE PROVISIONS

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

Commission:

European Commission
Directorate-General for Enlargement
Directorate A - Enlargement Policy and Communication
Unit A2 – Information, Communication
B-1049 Brussels

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

ARTICLE I.9 – DATA PROTECTION

Any personal data included in or relating to the Contract, including its execution 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. The data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by DG Enlargement without prejudice to possible transmission to the bodies charged with a monitoring or inspection task in application of Union law. The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to DG Enlargement. The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

Where the Contract requires the processing of personal data, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

The data shall be confidential within the meaning of Regulation (EC) No 45/2001 of the European Parliament and of the Council on the protection of individuals with regard to the processing of personal data by Community institutions and bodies and on the free movement of such data. The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised persons from using data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE I.10 – 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 thirty days formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the services ordered 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 services rendered up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

ARTICLE I.11 – OTHER SPECIAL CONDITIONS

The following additional special conditions apply to this Framework Contract:

I.11.1 Price Offers for the Specific Contracts

For each specific contract, tenderers will be requested to submit a price offer which will include the following elements:

A total fixed price expressed in EUR, which shall be broken down into:

A) Fees for personnel and individual service items: as determined in accordance with Annex II.

The prices of specific services and supplies not listed in the Price Schedule but needed for the performance of the project.

B) Travel and subsistence cost: costs of all travel and subsistence costs outside the premises of the contractor considered necessary for the execution of the tasks of the specific contract according to the terms of reference. Contractors must indicate how many trips are planned and to what destinations. In determining the amount of this type of expenses, the candidate(s) shall consider the Commission rules on reimbursable expenses and the provisions of article II.7.

The price offer should be based on the terms of reference of the specific contract.

I.11.2 Expenditure verification

Pursuant to Article 60 of the Financial Regulation applicable to the general budget of the European Communities expenditure verification reports produced by an independent approved auditor shall accompany the requests for interim payments and payments of the balance. For specific contracts of values inferior to EUR 100.000, the expenditure verification report shall be produced only for the request for payment of the balance.

The auditor must satisfy himself that relevant, reliable and sufficient evidence exists that:

(a) the staff and experts employed by the Contractor for each specific contract have been working as evidenced on the contract (as corroborated by independent, third-party evidence, where available) for the number of days claimed in the Contractor's invoices and in the financial reports submitted with the interim technical reports and final technical reports; and

(b) the amounts claimed as incidental expenditure have actually and necessarily been incurred by the Contractor in accordance with the requirements of the terms of reference of the specific contract.

(c) On the basis of his/her verification, the auditor submits to the Contractor an expenditure verification report in accordance with the model in Annex C to the specific contract.

The Consultant grants the auditor all access rights mentioned in Article 1.1 of Annex C to the specific contract.

The Commission reserves the right to require that the auditor be replaced if considerations which were unknown when the specific contract was signed cast doubt on the auditor's independence or professional standards.

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

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

ARTICLE II. 4 – INVOICING AND PAYMENTS

II.4.1 Pre-financing:

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

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

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

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

II.4.2 Interim payment:

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

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

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

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

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

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

II.4.3 Payment of the balance:

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

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

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

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

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

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

ARTICLE II. 5 – GENERAL PROVISIONS CONCERNING PAYMENTS

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

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

The Commission shall notify the Contractor accordingly 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 the Commission may not be deemed to constitute late payment.

ARTICLE II. 6 – RECOVERY

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

II.6.2 In the event of failure to pay by the deadline specified in the request for reimbursement, the sum due shall bear interest at the rate indicated in Article II.5.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.

II.6.3 In the event of failure to pay by the deadline specified in the request for reimbursement, the Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union or the European Atomic Energy Community that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II. 7 - REIMBURSEMENTS

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

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

II.7.3 Travel expenses shall be reimbursed as follows:

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

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

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

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

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

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

ARTICLE II. 9 – CONFIDENTIALITY

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

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

- II.10.1** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in or relating to the Contract, in particular the identity of the Contractor, the subject matter, the duration, the amount paid and the reports. Where personal data is concerned, Article I.9 shall apply.
- II.10.2** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.10.3** Any distribution or publication of information relating to the Contract by the Contractor shall require prior written authorisation from the Commission and shall mention the amount paid by the Union. 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 Union.
- II.11.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.11.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 12 – FORCE MAJEURE

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

ARTICLE II. 13 – SUBCONTRACTING

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

ARTICLE II. 14 – ASSIGNMENT

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

ARTICLE II. 15 – TERMINATION BY THE COMMISSION

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

- (a) where the Contractor is being wound up, is having his affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (b) where the Contractor has 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 Union's 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 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 the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;
- (l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

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

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

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

ARTICLE II.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% of the amount of the relevant purchase per calendar day of delay. The Contractor may submit arguments against this

decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this Article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 17 – CHECKS AND AUDITS

- II.17.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.2** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.17.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

ARTICLE II. 18 – AMENDMENTS

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

ARTICLE II. 19 – SUSPENSION OF THE CONTRACT

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

ARTICLE II.20 – DATA PROTECTION

II.20.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.20.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.20.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.20.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.20.5 The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised using of data-processing systems by means of data transmission facilities;

- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

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.

ANNEX III

SPECIFIC CONTRACT No [complete]
implementing Framework Contract No ELARG/2011/S-252, "Integrated communication services in the area of EU enlargement"

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by [forename, surname, function, department],

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 [forename, surname and function,]]

of the other part,

HAVE AGREED

ARTICLE III.1: SUBJECT

III.1.1 This specific contract implements Framework Contract No ELARG/2011/S-252 – "Integrated communication services in the area of EU enlargement" signed by the Commission 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 tasks specified in Annex B .

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.

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]. 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 the Commission under this specific contract shall be EUR [amount in figures and in words] covering all tasks executed.

For Contractors established in Belgium, the provisions of this 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.

ARTICLE III.4 –PAYMENTS

III.4.1 Payments under this Contract shall be made in accordance with Article I.5 of the Framework Contract.

III.4.2 Within 30 days

- of the date on which the Contractor returns the order form or specific contract and the relevant invoice, indicating the reference number of the Contract and of the order or specific contract to which it refers,
- of the receipt by the Commission of a duly constituted financial guarantee equal to at least 30% of the total value of the order or specific contract³,

a pre-financing payment of 30% of the total value of the order or specific contract shall be made.

III.4.3. Interim payments

Requests for interim payment by the Contractor in accordance with the instructions laid down in Article I.5 of the Framework Contract shall be admissible if accompanied by:

- the interim technical report
- statements of reimbursable expenses in accordance with Articles I.11 and II.7.1 of the Framework Contract, the financial report should follow the structure and logic of the price offer in Annex A
- the relevant invoices, indicating the reference number of the Contract and of the specific contract to which they refer
- the expenditure verification report in accordance with Article I.11.2 of the Framework Contract and with Annex C

provided the report has been approved by the Commission.

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

Within thirty days of the date of receipt of the relevant invoice(s) following the date on which the report is approved by the Commission, an interim payment corresponding to the relevant invoices, equal to 40 % of the total amount referred in the relevant order or specific contract shall be made.

³ A financial guarantee will only be required in return for the payment of pre-financing exceeding EUR 150 000 (Article 102 of the Financial Regulations of the European Communities).

III.4.4 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 to the Framework Contract
- statements of reimbursable expenses in accordance with Articles I.11 and II.7.1 of the Framework Contract, the financial report should follow the structure and logic of the price offer in Annex A
- the relevant invoices, indicating the reference number of the Contract and of the order or specific contract to which they refer
- the expenditure verification report in accordance with Article I.11.2 of the Framework Contract and with Annex C.

provided the report has been approved by the Commission.

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

Within forty-five days of the date on which the report is approved by the Commission, payment of the balance corresponding to the relevant invoices shall be made.

ARTICLE III.5: ANNEXES

Annex A - Resources allocated

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

Annex C – Terms of Reference for an expenditure verification of a specific contract

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.

ANNEX C

Terms of Reference for an Expenditure Verification of a Specific Contract

The following are the terms of reference ('ToR') on which <*name of the Contractor*> 'the Contractor' agrees to engage <*name of the audit firm*> 'the Auditor' to perform an expenditure verification and to report in connection with a European Commission financed Specific Contract concerning <*title and number of the Specific Contract*> (the 'Specific Contract'). Where in these ToR the 'Contracting Authority' is mentioned this refers to *the European Commission* which has signed the Specific Contract with the Contractor and finances the services. The Contracting Authority is not a party to this agreement.

1.1 Responsibilities of the Parties to the Engagement

'The **Contractor**' refers to the entity that is receiving the funds for the services and that has signed the Specific Contract with the Contracting Authority.

- The Contractor is responsible for providing a Financial Report for the services financed by the Specific Contract which complies with the terms and conditions of the Specific Contract and for ensuring that this Financial Report can be reconciled to the Contractor's accounts and records in respect of these services. The Contractor is responsible for providing sufficient and adequate information, both financial and non-financial, in support of the Financial Report.
- The Contractor accepts that the ability of the Auditor to perform the procedures required by this engagement effectively depends upon the Contractor providing full and free access to Contractor's staff and its accounts and records.
- '**The Auditor**' is responsible for performing the agreed-upon procedures as specified in these ToR, and for submitting a report of factual findings to the Contractor. '*Auditor*' refers to the audit firm contracted for this engagement and in particular to the partner or other person in the audit firm who is responsible for the engagement and for the report that is issued on behalf of the firm, and who has the appropriate authority from a professional, legal or regulatory body.

By agreeing these ToR the Auditor confirms that he/she meets at least one of the following conditions:

- The Auditor and/or the firm is a member of a national accounting or auditing body or institution which in turn is member of the International Federation of Accountants (IFAC).
- The Auditor and/or the firm is a member of a national accounting or auditing body or institution. Although this organisation is not member of the IFAC, the Auditor commits him/herself to undertake this engagement in accordance with the IFAC standards and ethics set out in these ToR.
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in an EU member state in accordance with the principles of public oversight set out in Directive 2006/43/EC of the European Parliament and of the Council (this applies to auditors and audit firms based in an EU member state)⁴.
- The Auditor and/or the firm is registered as a statutory auditor in the public register of a public oversight body in a third country and this register is subject to principles of public oversight as set

⁴ Directive 2006/43 of the European Parliament and of the Council of 17 May 2006 on statutory audits of annual accounts and consolidated accounts, amending Council Directives 78/660/EEC and 83/349/EEC and repealing Council Directive 84/253 EEC.

out in the legislation of the country concerned (this applies to auditors and audit firms based in a third country).

1.2 Subject of the Engagement

The subject of this engagement is the Contractor's invoice dated <dd Month yyyy> and the <interim or final; delete what is not applicable> Financial Report in connection with the Specific Contract for the period covering <dd Month yyyy to dd Month yyyy>. The activities performed by the Contractor under the Specific Contract are <title of Specific Contract> in accordance with the terms and conditions of the Specific Contract. Annex 1 to these ToR contains information about the Specific Contract.

1.3 Reason for the Engagement

The Contractor is required to submit to the Contracting Authority an expenditure verification report produced by an external auditor accompanied by the Contractor's invoice and in support of the payment requested by the Contractor under Article III.4 of the Specific Contract. The Authorising Officer of the Commission requires this report as he makes the payment of the invoice and of the fees and expenditure claimed conditional on the factual findings of this report.

1.4 Engagement Type and Objective

This expenditure verification is an engagement to perform certain agreed-upon procedures with regard to the Financial Report for the Specific Contract. The objective of this expenditure verification is for the Auditor to carry out the specific procedures listed in Annex 2A of these ToR and to submit to the Contractor a report of factual findings with regard to the specific verification procedures performed. Verification means that the Auditor examines the factual information in the Financial Report and the invoice of the Contractor and compares it with the terms and conditions of the Specific Contract. As this engagement is not an assurance engagement the Auditor does not provide an audit opinion and expresses no assurance. The Contracting Authority assesses for itself the factual findings reported by the Auditor and draws its own conclusions from these factual findings.

1.5 Standards and Ethics

The Auditor shall undertake this engagement in accordance with:

- the International Standard on Related Services ('ISRS') 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the IFAC;
- with the IFAC *Code of Ethics for Professional Accountants* (developed and issued by IFAC's *International Ethics Standards Board for Accountants (IESBA)*), which establishes fundamental ethical principles for Auditors with regard to integrity, objectivity, independence, professional competence and due care, confidentiality, professional behaviour and technical standards. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the Auditor is independent from the Contractor and complies with the independence requirements of the IFAC *Code of Ethics for Professional Accountants*.

1.6 Procedures, Evidence and Documentation

The Auditor plans the work so that an effective expenditure verification can be performed. The Auditor performs the procedures listed in Annex 2A of these ToR ('Listing of specific procedures to be performed') and applies the guidelines in Annex 2B (Guidelines for specific procedures to be performed). The evidence to be used for performing the procedures in Annex 2A is all financial and non-financial information which makes it possible to examine the expenditure claimed by the Contractor in the Financial Report. The Auditor uses the evidence obtained from these procedures as the basis for the report of factual findings. The Auditor documents matters which are important in

providing evidence to support the report of factual findings, and evidence that the work was carried out in accordance with ISRS 4400 and these ToR.

1.7 Reporting

The report on this expenditure verification should describe the purpose, the agreed-upon procedures and the factual findings of the engagement in sufficient detail in order to enable the Contractor and the Contracting Authority to understand the nature and extent of the procedures performed by the Auditor and the factual findings reported by the Auditor.

The use of the Model Report for an Expenditure Verification of an European Commission Specific Contractin Annex 3 of these ToR is compulsory. This report should be provided by the Auditor to <name of the Contractor> within <xx; number of working days to be indicated by the Contractor> working days after the day of signature of these ToR.

1.8 Other Terms

The fee for this engagement shall be <fee amount and currency> <The Contractor may want to agree a fixed fee for the engagement or otherwise. The Contractor should specify any reimbursable expenses and allowances (e.g. travelling, other) agreed with the Auditor and whether VAT and/or other relevant taxes are included in the fees/expenses.>

[The Contractor and the Auditor can use this section to agree any other specific terms]

- Annex 1** Information about the Specific Contract
- Annex 2A** Listing of specific procedures to be performed
- Annex 2B** Guidelines for specific procedures to be performed
- Annex 3** Model report for an expenditure verification of an EC Specific Contract

For the Contractor:

For the Auditor:

Signature

Signature

<name and capacity>

<name and capacity>

<date>

<date>

Annex 1 Information about the Specific Contract

[Annex to be completed by the Contractor]

Information about the Specific Contract	
Reference number and date of the Specific Contract	<Contracting Authority's reference of the Contract>
Specific Contract title	
Country	
Contractor	<full name and address of the Contractor as per the Specific Contract>
Legal basis for the Contract	
Start date of the Contract	
End date of the Contract	
Maximum Contract value	<amount in Art.III.3 of the Specific Contract>
Total amount of the invoice and invoice date	<provide the total amount as per the Contractor's invoice subject of this verification and the invoice date>
Total amount invoiced to the Contracting Authority to date	<provide the total amount invoiced by the Contractor, the number of invoices and the invoice dates and references>
Total amount received to date by the Contractor from Contracting Authority	<Total amount received as per dd.mm.yyyy>
Contracting Authority	<Provide the name, position/title, phone and E-mail of the contact person at the Contracting Authority. <i>To be completed only if the Contracting Authority is not the Commission.</i> >
European Commission	<provide the name, position/title, phone and E-mail of the contact person in the Commission>
Auditor	<Name and address of the audit firm and names/positions of the auditors>

Annex 2A Listing of the specific procedures to be performed

[This Annex is a standard listing of specific procedures to be performed and it shall not be modified]

1 General Procedures

1.1 Terms and Conditions of the Specific Contract

The Auditor obtains an understanding of the terms and conditions of the Specific Contract by reviewing the Specific Contract and its annexes and other relevant information, and by inquiry of the Contractor. The Auditor obtains a copy of the original Specific Contract (signed by the Contractor and the Contracting Authority) with its annexes. The Auditor obtains and reviews the Report as per Article III.4 of the Specific Contract.

1.2 Financial Report and Invoice for the Specific Contract

The Auditor verifies that the Contractor's invoice and Financial Report comply with the following conditions of Article III.4 of the Specific Contract:

- All invoices must be accompanied by an up to date Financial Report. The structure of the interim or final Financial Report should be the same as that of the contractually approved budget (Annex A to the Specific Contract). The Financial Report should indicate, at a minimum, the expenditure of the reporting period, the cumulative expenditure and the balance available.

1.3 Rules for Accounting and Record keeping

The Auditor examines – when performing the procedures listed in Annex 2A - whether the Contractor has complied with the following rules for accounts and record keeping of Article 24 of the General Conditions of the Specific Contract:

- The Contractor must keep full accurate and systematic records and accounts;
- The Contractor must keep timesheets.

1.4 Reconciling the Financial Report to the Contractor's Accounts and Records

The Auditor reconciles the information in the invoice and the Financial Report to the Contractor's accounts and records in respect of the services.

1.5 Exchange Rates

The Auditor verifies that amounts of fees and other expenditure incurred in a currency other than the Euro have been converted.

2 Procedures to verify conformity of Fees and Expenditure with the Budget and Analytical Review

2.1 Budget of the Specific Contract

The Auditor carries out an analytical review of the expenditure headings in the Financial Report and verifies that the budget in the Financial Report corresponds with the budget of the Specific Contract (authenticity and authorisation of the initial budget) and that the fees and expenditure incurred were indicated in the budget of the Specific Contract.

2.2 Amendments to the Budget of the Specific Contract

The Auditor verifies whether there have been amendments to the budget of the Specific Contract. Where this is the case the Auditor verifies that the conditions the Specific Contract were respected and that an addendum to the Specific Contract exists.

3 Procedures to verify Fees and Expenditure

3.1 Eligibility of Fees

The Auditor verifies the eligibility of the fees with the terms and conditions of the Specific Contract set out below.

3.1.1 Verification of time charged to the Specific Contract

3.1.1.1 Timesheets for the Contractor's Personnel

The Auditor verifies that:

- (1) Time (number of days / hours worked) charged to the Specific Contract for the Contractor's personnel (i.e. team leaders, senior and junior experts) corresponds to timesheets maintained by the Contractor.
- (2) Timesheets were approved by the Project Manager or any person authorised by the Contracting Authority or by the Contracting Authority itself on a monthly basis.
- (3) Timesheets cover time periods that fall within the implementation period of the Specific Contract.
- (4) Time (number of days / hours worked) charged to the Specific Contract for the Contractor's personnel has not already been charged in a previous Financial Report and invoice submitted by the Contractor for payment by the Contracting Authority.
- (5) Time charged to the Specific Contract relates to the Contractor's personnel mentioned in the Budget for the Specific Contract. The Auditor reviews variances between estimated time for the Contractor's personnel in the budget and actual time charged and obtains explanations from the Contractor for substantial variances. In cases of substantial overruns the Auditor verifies that such overruns have been properly authorised.
- (6) The total number of days / hours on timesheets has been correctly calculated. For this purpose the Auditor may use a sample (e.g. recalculating (sub) totals for a number of the Contractor's personnel and for a number of months).

3.1.1.2 The Contractor's personnel is employed or contracted by the Contractor and approved by the Contracting Authority

The Auditor verifies that:

- (1) The Contractor's personnel (i.e. team leaders, senior and junior experts) for who time has been charged to the Specific Contract was actually employed by the Contractor in the period covered by the timesheets. For this purpose the Auditor examines supporting evidence such as employment contracts. For personnel contracted by the Contractor (e.g. independent experts and free-lancers) the Auditor examines supporting evidence such as contracts. The Auditor also verifies that there is agreement by the Contracting Authority that contracted personnel (i.e. key experts and non-key experts) can work for the Specific Contract. For this purpose the Auditor verifies that key experts are listed in the Specific Contract (see point (3) below) and that appropriate evidence (i.e. administrative orders) exists for non-key experts (see point (4) below)The Auditor can examine supporting evidence on a sample basis (e.g. for a number of months).
- (2) The salaries and fees of the Contractor's personnel for who time has been charged to the Specific Contract were actually incurred and paid by the Contractor in the period covered by the timesheets. For this purpose the Auditor examines payroll information (e.g. salary statements and pay slips) for staff employed by the Contractor. For personnel contracted by the Contractor (i.e. key experts and non-key experts) the Auditor examines supporting evidence relating to the

charging of fees and payment (e.g. invoices and proof of payment). The Auditor can examine supporting evidence on a sample basis (e.g. for a number of months).

- (3) Key experts for who time has been charged to the contract are listed in the Specific Contract and that CVs are included .
- (4) The Contractor has informed the Contracting Authority of all experts other than key experts for who time has been charged to the Specific Contract and that there is a written approval of the Project Manager for the appointment and replacement of these experts.

3.1.1.3 *The Contractor's personnel has carried out activities for the Specific Contract*

- (1) In addition to the procedures under 3.1.1.1 and 3.1.1.2 the Auditor obtains evidence, including where available independent, third-party evidence, that time charged for the Contractor's personnel (i.e. team leaders, senior and junior experts) pertains to Specific Contract activities. Evidence includes but is not limited to:
 - Statements (written and oral) from the Project Manager and where available from European Commission Officials;
 - Reports and documents drawn up by the Contractor and approved by the Contracting Authority (Article 27 of the General Conditions) as well as other activity reports and memo's produced by the Contractor and the Contractor's personnel;
 - Minutes and records of meetings of the Contractor and the Contractor's personnel with project staff, the Project Manager and European Commission staff;
 - Correspondence of the Contractor and the Contractor's personnel with project staff, the Project Manager and European Commission staff;
 - Reports and data compiled or prepared by the Contractor in the performance of the Specific Contract;
 - Complaints and comments, if any, of project staff, Project Manager and European Commission staff with regard to the quality and quantity of the services performed by the Contractor;
 - Any other evidence which the Auditor considers appropriate.
- (2) The Auditor reports that evidence was obtained which makes it plausible that the time charged for the Contractor's personnel relates to Specific Contract activities. In case the Auditor has not been able to obtain such evidence the reasons must be specified in the Auditor's report.

3.1.2 Verification of fee rates charged to the Specific Contract

- (1) The Auditor verifies that the fee rates for the Contractor's personnel (i.e. team leaders, senior and junior experts) charged to the Specific Contract are the ones indicated in the Specific Contract budget (Annex A of the Specific Contract).
- (2) If the actual fee rate charged differs from the fee rate indicated in the budget the Auditor verifies whether the actual fee rate has been approved in accordance with the terms and conditions of the Specific Contract (Annex A of the Specific Contract).

3.1.3 Verification of total fee costs charged to the Specific Contract

(1) *Value*

- (a) The Auditor verifies that the total number of days / hours worked on timesheets for the Contractor's personnel (i.e. team leaders, senior and junior experts) multiplied by actual fee rates corresponds with the total fee cost charged to the Specific Contract in the Financial Report and on the invoice.
- (b) The Auditor verifies, where applicable, whether the correct exchange rates have been used in accordance with the terms and conditions of the Specific Contract in order to calculate the total fee cost for the Contractor's personnel.

(2) *Classification*

The Auditor verifies that total fee costs for the Contractor's personnel are classified in the Financial Report in accordance with the underlying timesheets and other evidence.

3.2 Eligibility of Incidental Expenditure

The Auditor verifies the eligibility of incidental expenditure claimed with the terms and conditions of the Contract.

3.2.1 Verification of Incidental Expenditure –Verification Procedures and Criteria

(1) *Incidental expenditure actually incurred*

The Auditor verifies that incidental expenditure was actually incurred by and pertains to the Contractor. For this purpose the Auditor examines supporting documents (e.g. invoices) and proof of payment. The Auditor also examines proof of work done, goods received or services rendered and he/she verifies the existence of assets where applicable.

(2) *Cut-off - Implementation period*

The Auditor verifies that incidental expenditure was incurred during the implementation period of the Specific Contract and that it had not already been charged in a previous Financial Report and invoice submitted by the Contractor for payment by the Contracting Authority.

(3) *Budget (Special Conditions Annex V)*

The Auditor verifies that incidental expenditure was indicated in the Specific Contract budget.

(4) *Covered by fee-rates*

The Auditor verifies that incidental expenditure (including costs of office accommodation) is not already covered or supposed to be covered in the fee-rates for the Contractor's personnel (i.e. team leaders, senior and junior experts) and personnel other than experts. For this purpose the Auditor reviews the terms of reference for the Specific Contract (Annex B of the Specific Contract).

(5) *Necessary*

The Auditor verifies whether it is plausible that incidental expenditure was necessary for the implementation of the Specific Contract and that it had to be incurred for the Specific Contract activities by examining the nature of the expenditure with supporting documents.

(6) *Records*

The Auditor verifies that incidental expenditure is recorded in Contractor's accounts and substantiated by evidence (see section 1 of Annex 2B, Guidelines for Specific Procedures to be performed) and notably the supporting documents as specified in Specific Contract.

(7) *Valuation*

The Auditor verifies that the monetary value of incidental expenditure agrees with underlying documents (e.g. invoices, salary statements) and that correct exchange rates are used where applicable. All incidental expenditure incurred should be declared and invoiced at actual cost. This is explicitly stipulated in Annex A (Budget) of the Specific Contract).

(8) *Classification*

The Auditor examines the nature of the costs and verifies that these costs have been classified as incidental expenditure in the Financial Report.

3.2.2 Verification of Incidental Expenditure - Specific Verification Procedures for Per Diems

The Auditor verifies the eligibility of the total amounts of subsistence i.e. per diems declared in the Financial Report for the Contractor's personnel (i.e. team leaders, senior and junior experts) who have performed missions requiring an overnight stay away from their normal place of posting with the terms and conditions of the Specific Contract and the rules set out in Annex A (Budget) of the Specific Contract. More specifically the Auditor verifies that the subsistence i.e. per diem amounts declared in the Financial Report and included in the Contractor's invoice:

- (1) Correspond to actual cost/per diems paid/reimbursed by the Contractor to personnel contracted or employed by the Contractor;
- (2) Do not exceed the maximum amount which is contractually allowed i.e. the flat rates / per diem rates published at: http://ec.europa.eu/europeaid/work/procedures/index_en.htm;
- (3) Relate to missions which were required for and foreseen in the Specific Contract; and
- (4) Relate to the total number of days actually performed for these missions.

Annex 2B Guidelines for Specific Procedures to be performed

[This Annex provides standard guidelines for the specific procedures to be performed and these guidelines shall not be modified]

1 Verification Evidence

When performing the specific procedures listed in Annex 2A the Auditor may apply techniques such as inquiry and analysis, (re)computation, comparison, other clerical accuracy checks, observation, inspection of records and documents, inspection of assets and obtaining confirmations.

The Auditor obtains verification evidence from these procedures to draw up his report of factual findings. Verification evidence is all information used by the Auditor in arriving at the factual findings and it includes the information contained in the accounting records underlying the Financial Report and other information (financial and non-financial).

The contractual requirements that relate to verification evidence are:

- The Contractor shall keep full accurate and systematic records and accounts in respect of the services in such form and detail as is sufficient to establish accurately that the number of working days and the actual incidental expenditure identified in the Contractor's invoice(s) have been duly incurred for the performance of the services;
- Timesheets must be maintained and approved;
- The Contractor will allow the verification of original documents, supporting documents for the accounts, accounting documents and any other document relevant to the financing of the project;
- The Contractor will give appropriate access to its information systems, as well as all documents and databases concerning the technical and financial management of the project. Documents must be easily accessible and filed so as to facilitate their examination;
- All reports and data such as maps, diagrams, drawings, specifications, plans, statistics, calculations, databases, software and supporting records or materials acquired, compiled or prepared by the Contractor in the performance of the Specific Contract shall be the absolute property of the Contracting Authority unless otherwise specified.

Moreover, for the purpose of the procedures listed in Annex 2A, evidence:

- Must be available in documentary form, whether paper, electronic or other medium (e.g. a written record of a meeting is more reliable than an oral presentation of the matters discussed);
- Must be available in the form of original documents rather than photocopies or facsimiles;
- Should preferably be obtained from independent sources outside the entity (an original suppliers invoice or contract is more reliable than an internally approved receipt note);
- Which is generated internally is more reliable if it has been subject to control and approval;
- Obtained directly by the Auditor (e.g. inspection of assets) is more reliable than evidence obtained indirectly (e.g. inquiry about the asset).

If the Auditor finds that the above criteria for evidence are not sufficiently met, he/she should detail this in the factual findings.

2 Obtaining an understanding of the terms and conditions of the Grant Contract (Annex 2A - procedure 1.1)

The Auditor obtains an understanding of the terms and conditions of the Specific Contract and of Annex B of the Specific Contract, which contains the Terms of Reference for the Contractor. Moreover, the Auditor pays special attention to the rules for subcontracting.

If the Auditor finds that the terms and conditions to be verified are not sufficiently clear he should request clarification from the Contractor.

3 Verification of Fees and Expenditure (Annex 2A - procedures 3.1 and 3.2)

The fees and expenditure claimed by the Contractor in the Financial Report are presented under the following headings: Fees (including overheads) and Incidental Expenditure. These headings may be broken down into subheadings.

Fees and expenditure subheadings can be broken down into individual fee and expenditure items or classes of expenditure items with the same or similar characteristics. The form and nature of the supporting evidence (e.g. a timesheet, a contract, an invoice etc) and the way fees and expenditure are recorded (e.g. computerised time recording, journal entries) vary with the type and nature of the fees and expenditure and the underlying actions or transactions. However, in all cases fees claimed must relate to the fee rates agreed in the Budget and the time worked as attested to by the timesheets . Expenditure items should in all cases reflect the accounting (or financial) value of underlying actions or transactions no matter the type and nature of the action or transaction concerned.

4 Verification Coverage of Fees and Expenditure (Annex 2A - procedures 3.1 and 3.2)

The Auditor must carry out a **complete** and **exhaustive** verification of all the fees and all expenditure claimed on the invoice and in the Financial Report.

5 Procedures to verify Fees and Expenditure (Annex 2A - procedures 3.1 and 3.3)

The Auditor verifies the fees and the expenditure by carrying out procedures 3.1 and 3.3 listed in Annex 2A and reports all the factual findings and exceptions resulting from these procedures. Verification exceptions are all verification deviations found when performing the procedures set out in Annex 2A.

The Auditor quantifies the amount of the verification exception found and the potential impact on the European Commission contribution, should the Commission declare the fee or expenditure item(s) concerned ineligible. The Auditor reports all exceptions found including the ones of which he cannot quantify the amount of the verification exception found and the potential impact on the European Commission contribution. The Auditor reports all exceptions found including the ones of which he cannot measure the financial impact.

For example: the Auditor finds that an amount of 1.000€ relating to expert fees is not supported by the hours worked on the timesheets.

Annex 3 Model Report for an Expenditure Verification of an European Commission Specific Contract

HOW TO USE THIS MODEL REPORT? All text highlighted in yellow in this model report is for instruction only and auditors should remove it after use. Information requested in the following form <.....> (e.g. <name of the contractor> must be completed by the auditor.

<To be printed on AUDITOR'S letterhead>

**Report for an Expenditure Verification of a Specific Contract
European Commission Directorate General Enlargement**

<Title of and number of the Specific Contract >

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REPORT OF FACTUAL FINDINGS

< Name of contact person(s) >, Position>

< Contractor’s name >

<Address>

<dd Month yyyy>

Dear < Name of contact person(s) >

In accordance with the terms of reference dated *<dd Month yyyy>* that you agreed with us, we provide our Report of Factual Findings (“the Report”), with respect to the accompanying Financial Report and invoice for the period covering *< dd Month yyyy - dd Month yyyy>* (Annexes 1 and 2 of this report). You requested certain procedures to be carried out in connection with your Financial Report and the invoice and the European Commission financed Specific Contract concerning *[title and number of the contract]*, the ‘Specific Contract’.

Objective

Our engagement was an expenditure verification which is an engagement to perform certain agreed-upon procedures with regard to the Financial Report for the Specific Contract between you and *<the European Commission or the name of another contracting authority>* the ‘Contracting Authority’. The

objective of this expenditure verification is for us to carry out certain procedures to which we have agreed and to submit to you a report of factual findings with regard to the procedures performed.

Standards and Ethics

Our engagement was undertaken in accordance with:

- International Standard on Related Services ('ISRS') 4400 *Engagements to perform Agreed-upon Procedures regarding Financial Information* as promulgated by the International Federation of Accountants ('IFAC');
- the *Code of Ethics for Professional Accountants* issued by the IFAC. Although ISRS 4400 provides that independence is not a requirement for agreed-upon procedures engagements, the Contracting Authority requires that the auditor also complies with the independence requirements of the *Code of Ethics for Professional Accountants*.

Procedures performed

As requested, we have only performed the procedures listed in Annex 2A of the terms of reference for this engagement (see Annex 2 of this Report).

These procedures have been determined solely by the Contracting Authority and the procedures were performed solely to assist the Contracting Authority in evaluating whether the fees and expenditure claimed by you on the invoice and in the Financial Report are eligible in accordance with the terms and conditions of the Specific Contract.

Because the procedures performed by us did not constitute either an audit or a review made in accordance with International Standards on Auditing or International Standards on Review Engagements, we do not express any assurance on the Financial Report.

Had we performed additional procedures or had we performed an audit or review of the financial statements of the Contractor in accordance with International Standards on Auditing, other matters might have come to our attention that would have been reported to you.

Sources of Information

The Report sets out information provided to us by you in response to specific questions or as obtained and extracted from your accounts and records.

Factual Findings

The total expenditure which is the subject of this expenditure verification amounts to <xxxxxx>€ This amount corresponds to the total amount of fees and expenditure claimed on your invoice and your Financial Report. We have carried out a complete and exhaustive verification of the fees and expenditure claimed on the invoice and in the Financial Report.

We report the details of our factual findings which result from the procedures that we performed in Chapter 2 of this Report.

Use of this Report

This Report is solely for the purpose set forth above under objective.

This report is prepared solely for your own confidential use and solely for the purpose of submission by you to the Contracting Authority in connection with the requirements as set out in Article III.4 of of the Specific Contract. This report may not be relied upon by you for any other purpose, nor may it be distributed to any other parties.

The Contracting Authority is not a party to the agreement (the terms of reference) between you and us and therefore we do not owe or assume a duty of care to the Contracting Authority who may rely upon this expenditure verification report at its own risk and discretion. The Contracting Authority can assess for itself the procedures and findings reported by us and draw its own conclusions from the factual findings reported by us.

The Contracting Authority may only disclose this Report to others who have regulatory rights of access to it in particular the European Commission [*Delete if the Commission is the Contracting Authority*], the European Anti Fraud Office and the European Court of Auditors.

This Report relates only to the Financial Report specified above and does not extend to any of your financial statements.

We look forward to discussing our Report with you and would be pleased to provide any further information or assistance which may be required.

Yours sincerely

Auditors' signature [person or firm or both, as appropriate and in accordance with firm policies]

Name of Auditor signing [person or firm or both, as appropriate]

Auditors' address [office having responsibility for the engagement]

Date of signature <dd Month yyyy> [date of when the final report is effectively signed]

1. INFORMATION ABOUT THE SPECIFIC CONTRACT

[Chapter 1 should include a brief description of the Specific Contract and the Contractor's activities. (maximum 1 page)]

2. PROCEDURES PERFORMED AND FACTUAL FINDINGS

We have performed the specific procedures listed in Annex 2A of the terms of reference for the expenditure verification of the Specific Contract. These procedures are:

- 1 General Procedures
- 2 Procedures to verify conformity of Expenditure with the Budget and Analytical Review
- 3 Procedures to verify Fees and Expenditure

We have applied the principles and criteria for the verification of expenditure as set out in Annex 2B (sections 3 and 4) of the ToR for this expenditure verification.

[Explain here difficulties or problems encountered if any]

The total expenditure verified by us amounts to <xxxx> € and is summarised in the table below.

[Provide here a summary table of the Financial Report in Annex 1 presenting for each (sub) heading the total fee and expenditure amount reported by the Contractor]

We have verified the fees and expenditure as shown in the above summary table. For this purpose we have carried out the verification procedures specified at point 3.1 and 3.2 of Annex 2A of the ToR for this expenditure verification. We report our factual findings resulting from these procedures below.

1 General Procedures

1.1 Terms and Conditions of the Specific Contract

We have obtained an understanding of the terms and conditions of this Specific Contract in accordance with the guidelines in Annex 2B (point 2) of the ToR for this expenditure verification.

*[Describe the factual findings that have arisen from **procedures 1.1- 1.5 in Annex 2A. If there are no factual findings this should be explicitly stated as follows for each procedure: 'No factual findings have arisen from this procedure'.**]*

1.2 Financial Report and Invoice for the Specific Contract

1.3 Rules for Accounting and Record keeping

1.4 Reconciling the Financial Report to the Contractor's Accounts and Records

1.5 Exchange Rates

2 Procedures to verify conformity of Expenditure with the Budget and Analytical Review

2.1 Budget of the Specific Contract

2.2 Amendments to the Budget of the Specific Contract

*[Describe factual findings and specify errors and exceptions that have arisen from **procedures 2.1 – 2.2 in Annex 2A. If there are no factual findings this should be explicitly stated as follows for each procedure: 'No factual findings have arisen from this procedure'.**]*

3 Procedures to verify Fees and Expenditure

We have reported further below all the exceptions resulting from the verification procedures specified at point 3.1 and 3.2 of Annex 2A of the ToR for this expenditure verification insofar these procedures did apply to the verification of fees and expenditure.

We have quantified the amount of the verification exceptions found and the potential impact on the European Commission contribution, should the Commission declare the fee or expenditure item(s) concerned ineligible. We have reported all exceptions found including the ones of which we cannot quantify the amount of the verification exception found and the potential impact on the European Commission contribution.

[Specify for which fees and expenditure amounts / items exceptions between facts and criteria were found, the nature of the exception – this means which of the specific condition or conditions described at point 3.1 and 3.2 of Annex 2A of the ToR were not respected. Quantify the amounts of verification exceptions found and the potential impact on the European Commission contribution, should the Commission declare the expenditure item(s) concerned ineligible]

3.1 Eligibility of Fees claimed

We have verified the eligibility of fees claimed with the terms and conditions of the Specific Contract. We have performed procedures 3.1.1 (verification of time charged to the Specific Contract), 3.1.2 (verification of fee rates charged to the Specific Contract) and 3.1.3 (verification of total fee costs charged to the Specific Contract) as specified in Annex 2A of the ToR for this expenditure verification.

*[Describe factual findings and specify errors and exceptions. **Procedures 3.1.1 - 3.1.3 in Annex 2A.** Example: we found that total expenditure for an amount of 7.000€ related to senior expert fees in the Financial Report was not eligible. An amount of 5.000€ for expert fees was not supported by timesheets and 2.500€ related to a timesheet for a period outside the implementation period of the Specific Contract. (Note: relevant details such as timesheet references or documents should be provided)]*

3.2 Eligibility of Incidental Expenditure

We have verified the eligibility of incidental expenditure with the terms and conditions of the Specific Contract. We have performed procedures 3.2.1 (and 3.2.2 (eligibility of incidental expenditure) in Annex 2A.

*[Describe factual findings and specify details of errors and exceptions. **Procedure 3.2.1** (verification of Incidental Expenditure –Verification Procedures and Criteria) **and 3.2.2** (verification of Incidental Expenditure - Specific Verification Procedures for Per Diems) **in Annex 2A]***

ANNEX 1 FINANCIAL REPORT FOR THE SPECIFIC CONTRACT

*[Annex 1 should include the Contractor's financial report for the Specific Contract which has been the subject of the verification. The financial report should be **dated** and indicate the **period covered**]*

ANNEX 2 INVOICE OF THE CONTRACTOR

*[Annex 2 should include a copy of the **invoice** of the Contractor]*

ANNEX 3 TERMS OF REFERENCE EXPENDITURE VERIFICATION

*[Annex 3 should include a **signed** and **dated** copy of the terms of reference for the expenditure verification of this Specific Contract including **Annex 1** (information about the Specific Contract) and **Annex 2A** (Listing of the specific procedures to be performed).*