Global Terms of reference for the Framework service contract IP/C/JURI/FWC/2019-001 in three (3) lots for the provision of external expertise on regulatory and policy issues in the fields of

- Judicial cooperation in civil matters (Lot 1)
- Company Law (Lot 2)
- Intellectual Property Law (Lot 3)
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1. **RELEVANT BACKGROUND INFORMATION**


The total duration of the contract shall be maximum 5 years (60 months), and the total consulting budget is estimated to be € 3,000,000 for all lots over the total duration.

2. **LOTS**

In order to facilitate the best possible expert advice on each of the topics, the multiple Framework service contract is tendered in lots. The subject areas and deliverables, mentioned under sections 3 and 4, have to be covered within each lot.

This Framework Service Contract comprises the following three (3) lots:

**Lot 1: Judicial cooperation in civil matters**

With cross-border mobility and activities constantly growing within the EU, civil justice cooperation seeks to eliminate any obstacles deriving from divergences between national legal and administrative systems and thus to ensure that citizens and businesses fully enjoy their rights under the Treaties.

EU legislation in the field of civil judicial cooperation has considerably developed over the last two decades. Moreover, the entry into force of the Treaty of Lisbon with its new legal basis (Article 81 TFEU) gave a renewed impetus to the further establishment of an EU area of civil justice. As a result thereof, current EU civil justice instruments cover a wide spectrum of civil law areas ranging from common rules concerning conflict of laws and jurisdiction in contractual and non-contractual obligations as well as in key aspects of family law, to the simplification of access to justice for the resolution of cross-border legal disputes.

In this respect, EU action primarily aims to ensure a high degree of legal certainty for citizens and businesses in cross-border relations; to guarantee easy and effective cross-border dispute resolution mechanisms and to streamline and modernise cooperation instruments between national civil judiciaries and legal professions.

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Against this background, Lot 1 covers expertise on all matters related to EU judicial cooperation in civil matters, including:

— EU law acquis in the fields of civil law, private international law, family law, contract and commercial law and civil procedural law;
— EU legislation on access to justice, including collective redress and alternative methods of dispute resolution;
— the comparative assessment of national legal systems and case-law in the above-mentioned areas;
— EU cross-border civil judicial cooperation mechanisms and tools;
— EU action to support judicial training and professional networks;
— the challenges which digitalisation imposes on civil law and civil law procedures, including legal questions raised by the use of Artificial Intelligence applications;
— the relevant case-law of the Court of Justice of the European Union;
— global instruments of private international law (particularly conventions developed in the context of the United Nations (UNCITRAL), the Hague Conference on Private International Law (HCCH), the International Commission on Civil Status (ICCS) and Unidroit) and the way they inter-act with EU rules.

Lot 2: Company Law

EU legislation on company law is to promote the achievement of freedom of establishment (Title IV, Chapter 2 TFEU) and to implement the fundamental right laid down in Article 16 of the Charter of Fundamental Rights of the European Union, the freedom to conduct a business within the limits of Article 17 of the Charter (right to property). It includes harmonisation of national rules of company law and the different legal forms such as the European Company (SE), the European Economic Interest Grouping (EEIG) the European Cooperative Society (SCE) and the European Foundation (EF). EU company law and corporate governance rules for companies, investors and employees need to be constantly updated in line with the changing economic environment. The Legal Affairs Committee is a key player in the inter-institutional process every time that legislation in those areas is proposed or modified. Against this background, Lot 2 covers expertise on:

— EU law acquis in the field of company law, from setting up a company, capital and disclosure requirements, mergers and divisions and transfer of seat, the protection of shareholders’ interests and the capital of public limited-liability companies, takeover bids, branch disclosure, to minimum rules for single-member private limited-liability companies, as well as financial reporting and accounting.
— current technical developments (digitalisation) towards the modernisation of company law and enhancement of corporate governance, including corporate social responsibility, especially in case of insolvency;
— legal issues and political debate related to the development of European company forms and to company mobility, including the question of cross-border transfer of company seats;
— current developments and policy options for the simplification of the regulatory environment of companies in the EU, including targeted measures for micro entities and small and medium-sized enterprises;
— the comparative assessment of national legal systems in the area of company law;
— the relevant case law of the Court of Justice of the European Union in this area.

Lot 3: Intellectual Property Law
Intellectual property law supports creativity, innovation, and the European Union needs to protect these intangible assets for growth and competitiveness. This lot covers the regulation of industrial property (patents and trademarks, designs and models), copyright and other matters such as denominations of origin, geographical indications, plant varieties or the protection of trade secrets as well as the rules on the enforcement of those rights. A balance has to be struck between the interests of the various parties involved and between the fundamental rights at stake. Copyright has been under intense scrutiny on the part of the public, in the context of the adoption of EU legislation during the 8th legislature and of international treaties.

Against this background, Lot 3 covers expertise on:

— EU law acquis in the various areas of intellectual property law as described above;
— legal issues and political debate related to the development of the European unitary patent;
— current developments and policy options for the simplification of the regulatory environment;
— impacts of digitalisation on the position of content providers and consumers;
— the comparative assessment of national legal systems in the area of intellectual property law;
— the relevant case law of the Court of Justice of the European Union in this area.

3. OBJECTIVES

The planned Framework Service Contract is intended to support the work of the Committee on Legal Affairs (JURI) in the European Parliament by enabling it to order written expertise as well as support of European Parliament events with external experts in the areas of competence of the JURI Committee.

The European Parliament seeks independent expert advice on a variety of current and emerging issues connected to its work. Management of the expertise budgets would be carried out at the level of policy departments and committee secretariats. The system aims at providing flexibility and autonomy for Committees, making technical and scientific expertise rapidly available when needed, and increases the utility of this expertise to Members in their everyday political work. It shall also provide the European Parliament with a long-term perspective in their political work.

Through the Framework service contracts, expertise shall be provided in the form of papers of varying length, delivered upon ad hoc requests within a limited and defined time frame. In addition to written advice, the Framework service contract would also cover associated services such as attendance at Committee meetings and presentations by lead experts, or the support of European Parliament events with external experts as appropriate. The service providers bear sole scientific responsibility for the results of their work.

The expertise sought will be used inter alia for the compilation of data and knowledge, cost-benefit analysis and impact assessments and for outlining and evaluating policies and legislation relevant to the given Committee's work. It is designed both to strengthen the Committee's knowledge and ability to respond to Commission proposals and to provide a solid basis for some of the Committee's own initiatives. Importantly, advice is to be focussed on policy options, based on factual and documented evidence and sound analysis, relevant to the work of Parliament.

The most likely subject areas in which requests for briefings and studies will be required are:

   a) Commission initiatives
With reference to the Commission's work programme, numerous legislative and non-legislative initiatives can be expected in the area of civil justice, company law and intellectual property law. Advice could thus be requested on a wide range of issues.

b) Committees' own initiatives
In addition to its consultative and legislatives roles, the committees are taking a number of initiatives independently from other institutions. In particular, committees are likely to request expertise on wider subjects, within their area of responsibility, which are of a broader specific or strategic interest and are either related to important current political developments or may give rise to future political initiatives.

c) Ex-post evaluations
The contractor may be asked to provide expertise in the field of ex post evaluations. These projects cover the evaluation of the impact of legislation in force in order to weigh up positive and negative impacts noted in the Member States and presenting comparative aggregated and disaggregated results, as well as the evaluation of Member States' implementation of EU legislation.

This type of evaluation may often have to be conducted within very short time frames.

d) Delegated and implementing acts
The contractor may be asked to support the Committee's scrutiny in evaluating the European Commission's activities in the area of delegated and implementing acts.

4. DELIVERABLES

4.1 Forms of Expertise

For each lot of the FWC, expertise, including updates and presentations thereof, may be requested in different formats, as described below. The products can take different lengths (tables and annexes as well as bibliography excluded). The timeframes start from the date of signing of the order form by the European Parliament; ad hoc, the contracting parties can agree to different deadlines than those outlined below.

4.1.1 Briefings (3-10 pages, 10-24 calendar days)

Briefings could be requested at short notice to provide factual information as a general overview or background on issues of current debate or topical interest. They would be based on the critical evaluation of open sources, augmented by the contractor’s own experience in the subject field, and need to be presented with a clear emphasis on readability.

4.1.2 Analyses (11-36 pages, 25-60 calendar days)

These are comprehensive country- or issue-specific analyses, involving a critical assessment of key research and data published on the subject, highlighting strengths and weaknesses where applicable and outlining policy options or issues.
4.1.3 Studies (37 pages or more, 2-9 months)

Studies vary in length according to the requested scope, deadline and budget. In each specific request, the European Parliament’s services will state the approximate length and the required level of detail, e.g. a minimum number of Member states to be covered or whether the generation of independent data through interviews or surveys is required.

A study should collect all relevant information already available on a subject in a comprehensive manner and present it intelligibly. This would include gathering, categorising, analysing, synthesising and summarising content and results of relevant available research in the field of interest according to the particular specifications provided. The contractor will also be expected to gather and analyse relevant statistical data.

The analysis should be based on concrete existing figures and statistics and should be complemented by concrete illustrative examples. The aim should be to present a range of policy options that are currently under serious consideration among professionals and academics in the field of interest. The contractor may be requested to assess the different options and advise on their comparative feasibility. Studies should conclude with policy recommendations addressed to the most relevant actors - included, if applicable, to the European Parliament.

The above categorisation of studies also applies to ex-post evaluations, depending each time on the specific nature of the request.

4.1.4 Support of European Parliament events with external experts

The European Parliament organises events with external experts at its premises. These events include workshops (external experts invited to present to a parliamentary committee on subjects associated with parliamentary business or subjects of current interest, to enable members to put questions to and exchange views with experts) and expert dialogues (several external experts providing members with short-term written contributions on the same subject, feeding into the parliamentary debate during meetings).

The request for services will specify which kind of event will be organised and which tasks are required from the contractor, however, the preparation and follow-up of an event with external experts is likely to include on the side of the contractor:

- identifying experts and drawing up a shortlist of at least 3 experts per topic for the European Parliament to select its invitees,
- setting up the agenda,
- drafting of a background paper (typically 10 to 20 pages),
- collecting and checking for quality/proofreading the experts’ presentations and delivering them to the EP services in time before the event
- participation in the event, including taking minutes and facilitating the discussion if needed,
- a summary of the event’s results to be drafted within 5 working days after the event.

The European Parliament’s services will co-operate with the contractor for setting up the event agenda, and choosing the experts; the European Parliament will have the final say in the choice of experts. The drafting of presentations (including via external experts) is the task of the contractor.
to be carried out independently. However, the responsible service of the European Parliament will be at hand for any clarifications needed. The services of the European Parliament will deal with the logistics of the event, like sending out programmes and information to relevant Members of the European Parliament, providing copies of the delivered presentations for the event, and reserving the room.

Events are to take place in the European Parliament in Brussels or Strasbourg (exact place to be confirmed) and will be held in English. Depending on availability of resources, interpretation might be provided in French and German and/or other languages.

The total price for the support of a European Parliament event, as mentioned in the order form, will include the working time of experts invited to take part in the event, as well as all preparatory and follow-up work of the contractor. Travel costs will be reimbursed separately according to section 7 below.

4.2 Description of deliverables – step by step

Contractors may be required, especially with studies, to present an outline or methodological note and/or an interim version of the study, with the view to possible review and submission of comments by the European Parliament before completion. For long studies, an interim meeting or a phone/video conference will normally be foreseen. An interim meeting can also be scheduled if problems occur during the execution of the contract for a shorter study.

The draft final and the final report shall take account of the European Parliament's observations. An oral presentation of the paper in Brussels or Strasbourg may be requested.

**Outline/methodological note:** The outline/methodological note should be brief but give already a clear picture of the intended approach for the project. It shall include a detailed table of contents and the main issues to be addressed under each (sub)chapter.

This outline/methodological note will usually be discussed during a kick-off meeting with the European Parliament's services in Brussels or by telephone/video conference.

**Interim version of the paper:** The interim version of the paper shall demonstrate the progress made on the findings:

- A short description of the subject and its relevance;
- First analyses of the problems presented;
- If available, early drafts of the chapters.

**Draft final version of the paper:** The draft final version should already be complete and of high quality, with all chapters well-developed, except for the executive summary which does not necessarily have to be included in the draft. The desk research, and - where applicable - all interviews should have been completed and the bulk - but preferably the totality - of the analysis/assessment carried out by the time of submitting the draft final version. All material from the work of others which is used for the assignment, such as, data, information, ideas, concepts, methodologies, quotes and literature must be clearly referenced already in the draft version. Comments from the Parliament services on the first draft may include, for example that some of the aspects should be further elaborated or clarified. The draft version should already be of good linguistic quality and devoid of typographic errors.
Final version of the paper: The final version shall contain:

- An executive summary of a length to be determined in the specific request for services, in which the main conclusions should be summarised, and an abstract of about 15 lines allowing the reader to easily grasp the main concepts presented and the main findings of the analyses conducted.
- A short description of the subject and its relevance.
- Thorough analyses of the presented problems and accurate answers to the questions.
- Conclusions and policy recommendations.

The final version should be 100% complete with all chapters (including the executive summary and all annexes) fully developed. Compared to the draft version the final version would normally not include new information and the findings would only be slightly changed or adjusted if necessary. Work between the draft and final stage would in general consist of: clarifications to the text, linguistic revision, insertion of a bibliography (if not done already at the draft stage. Please note that proper referencing is indispensable already for the draft version), preparation of the executive summary. This version would normally be returned by the Parliament services to the contractor to make minor adjustments only (such as linguistic changes).

The studies and briefing papers shall comply with the European Parliament layout and editing rules, which will be attached to any request for services under this Framework service contract. If English is not your first language, the final version must be edited for language before submission.

Oral presentation: If a presentation is requested, the European Parliament asks the contractor to deliver a short 10-20 minute presentation of the content of the report. The presentation should be supported by a powerpoint or similar presentation, using graphs and tables for a clear and concise presentation. The presentation will take place either in Brussels or Strasbourg. Travel costs and subsistence expenses are reimbursed according to section 7 below. Working time shall be covered by the daily rates and day(s) calculated for this service.

5. REQUIREMENTS

During the entire implementation period of the framework contract, the contractor must comply with the essential requirements, described hereafter.

5.1 Professional Capacity

For the duration of this framework service contract, the contractor must guarantee the same level of quality as previously defined in the selection criteria. This guarantee of continuity shall also apply in drop-outs of experts, e.g.

- on account of sickness or accident, a member of staff is unable to continue providing services;
- any person specified in the contract does not perform his duties under this contract;
- for any other reason beyond control of the contractor, it becomes necessary to replace any of his personnel.
In such cases, the contractor shall provide a replacement with at least equivalent qualifications and experience and acceptable to the European Parliament in order not to jeopardise the implementation of the framework contract. The European Parliament therefore reserves the right to accept or reject any replacement expert proposed during the performance of the contract. The European Parliament’s authorisation will always be granted in writing.

5.2 Quality Standards

Non-compliance with the below criteria can lead to the rejection of the services without compensation or a deduction of damages from the amount payable to the Contractor by the European Parliament (see Article I.11 (1) of the Framework service contract).

5.2.1 Academic

Contractors shall undertake to perform the tasks assigned to them in accordance with the highest professional standards and to observe highest academic integrity throughout the process (data, research, analysis, presentation, etc.).

- The contractor should bear in mind that the written briefing note must stand up to scrutiny in a political context and that even small factual errors, imprecise or ambiguous wordings or an unclear, inaccurate or incomplete stating of sources and references might jeopardise the credibility of the services as a whole.
- Geographical balance: Where appropriate, it must be ensured that issues, priorities and concerns of different regions and Member States are fully reflected in all types of expertise provided.
- Factual accuracy shall be ensured. Contractors have the responsibility to present their results fully without omission, misrepresentation or deception. In particular:
  - The most recently available information and data shall always be included.
  - Existing work within the relevant scientific community shall be taken into account as broadly as possible, including research that challenges the contractors' own results. Contradictory findings shall not be excluded at the outset.
  - Contractors should remain aware of the limitations of the research method, including a reflexive awareness of the impact of their own possible views and opinions which may predetermine an outcome. Methodologies used and results obtained should be transparent;
  - All material from the work of others which is used for the assignment, such as, data, information, ideas, concepts, methodologies quotes and literature must be clearly referenced at the appropriate place in the text by way of a systematic referencing system. These works must be attributable to their original authors. Where the texts referred to are available on the Internet hyperlinks should be provided if possible. A complete bibliography, and where applicable, a list of persons/organisations interviewed, is essential. Non-compliance may be considered as plagiarism. Self-plagiarism, e.g. using parts of text that the contractor has already published, is also considered as a case of plagiarism.
  - Referencing shall be in accordance with the Inter-institutional style guide.
  - Inverted commas or quotation marks shall be used in the case where another author’s material is copied word-for-word (direct quotation). Sources should also be clearly referenced in case of paraphrasing, i.e. when putting another author's ideas in one's own words.
5.2.2 Quality monitoring and evaluation by the European Parliament

The contractor shall put in place effective internal quality control mechanisms, including internal peer review, especially for longer studies. The draft and final version of the specific assignments under this framework contract will undergo internal evaluation by the European Parliament’s research services, including computer-based plagiarism detection on any work submitted.

5.2.3 Linguistic standard and clarity

- All written deliveries should be drafted in a concise, non-technical language, allowing Members to readily gain an overview of the specific subject, independent of their prior knowledge.
- Clarity and the highest quality of language shall be ensured, inter alia to avoid misinterpretations and misunderstandings in a multilingual environment.
- Contractors should be careful to ensure that the language used is appropriate for the type of text and the future uses to which it will be put. This includes the use of gender-neutral language.
- Work submitted shall benefit from graphs, tables and infographics for clear and user-friendly presentation.
- Before submitting the paper to the European Parliament, the contractor must carry out a profound editorial review and a high-quality proofreading by an English native speaker.

5.2.4 Typographical

Any work submitted must conform to the MS Word drafting and layout template as provided in electronic form by the European Parliament's services during the specific requests for services.

5.3 Duty of information

Upon each request for services from the European Parliament, the contractor must notify the European Parliament's administration of any previous services performed for national and international public or private entities, including EU institutions and agencies, in the area which is the subject matter of the request.

The contractor must execute his/her responsibilities in full independence of other professional and academic commitments.

Therefore, when carrying out each specific assignment under this framework contract:

- The contractor shall not be affected by any conflict of interest arising in particular from any economic interests, from political or national associations, from family or other personal links, or from any other relationships or common interests.
• There shall be no professional or financial constraints on the contractor's availability to carry out the required assignments or that would compromise the impartiality of the advice given.

• The contractor must notify the European Parliament without delay if the above situation changes, particularly in such a way as to compromise the independent nature of the advice.

At each specific request for services, contractors will be asked to fill in a declaration on professional independence and absence of conflicts of interest, listing:

• explicit information regarding previous or forthcoming work on the same subject area for national and international public or private entities, including EU institutions and agencies; and

• work for, interests in or a formal role within a private sector body, political party, NGO, faith group or similar, active in the field covered by the research project.

5.4 Copyright

Special attention is drawn to the clauses concerning copyright and related issues of the Framework service contract (Specific Terms and Conditions, Articles I.4 (4) and I.16, General Conditions, Article II.9).

The contractor may not publish the papers commissioned by the Parliament under his own name unless authorised to do so by the Parliament in writing. Such authorisations are possible under specific conditions:

• authorisations may only be granted on an ad hoc basis and not in general;

• before authorising, the European Parliament's services shall require the applicants to provide a blueprint of their publication to the European Parliament to check before granting authorisation;

• authorisation is granted on condition that one copy of each printed publication is provided for the European Parliament's archives;

• the publication needs to mention that the study/note was produced for the European Parliament and must contain the European Parliament's copyright notice;

• if the product published is part of a series which contains regularly updated content, the publication must mention that updates are available from the European Parliament's website and give the web address;

• further, the authorisation may require the applicant to mention the amount paid by the European Parliament, or impose other conditions (such as a statement that the opinions expressed are those of the contractor only and do not represent the European Parliament's official position).

If the republication of the written product is planned with a publishing house which sells the product for financial profit (commercial use), apart from the conditions for authorisation mentioned, the publisher needs to mention at the front of the book that the identical content is available free of charge from the European Parliament's website and cite the web address.
6. EXECUTION OF THE CONTRACT

6.1 Procedure for specific requests for services

6.1.1 Procedure of reopening

Specific service requests for expertise (all formats of papers and support for European Parliament events with external experts) are awarded following the principle of the reopening of competition.

The competent service of the European Parliament will contact all contractors of the relevant lot simultaneously (usually by e-mail from the mailbox poldep-finance@ep.europa.eu to the e-mail address indicated in Article I.17 of the Framework service contract) in view of commissioning the specific service in question.

Specific terms of reference will be addressed to the framework contractors, containing terms and conditions of performance of the specific assignment, including a detailed description thereof, the time limits as well as the number of meetings/presentation at the European Parliament's premises, if applicable.

Contractors will be asked to provide their best offer for the service requested.

The European Parliament's competent service will always give a minimum of seven (7) full calendar days to submit offers. For larger and more complex projects, the time granted is likely to be longer.

It is recommended that framework contractors send emails with the options of 'delivery receipt' and 'read receipt'.

Framework contractors are not required to respond to the European Parliament's request to submit a specific offer; however, they are expected to inform the European Parliament’s services if they intend not to submit an offer and about their reasons not to do so. Attention is drawn to Article I.7. (1) of the Framework service contract. It stipulates that if the contractor does not submit any offer after three (3) subsequent requests without reasoned justifications, the European Parliament may terminate the contract.

6.1.2 Prices

- The total price quoted should be based on a breakdown for each category of staff of the daily rates as quoted in the Financial Offer (Annex IV of the Framework Service Contract) multiplied by the proposed number of days of work (the daily rates cannot be changed). The total price (for the research paper or support of European Parliament events with external experts) includes the working time for a kick-off meeting at the EP premises or a teleconference. If presence at the EP premises is requested for the kick-off or other preparatory meeting, travel will be reimbursed in accordance with section 7 below.

- However, the working time costs for the presentation of the research paper at the European Parliament's premises should be indicated on a separate line.
• For presentations, working time shall be covered by the daily rates and day(s) calculated for this service, whereas travel and subsistence expenses will be reimbursed separately in accordance with section 7 below. Non-participation in presentations results in the non-payment of the amount indicated for the presentation and the travel and subsistence expenses.

• The offer for support of European Parliament events with external experts has to include a clear breakdown of costs, including the fees paid to external experts if applicable. External experts must be paid at least at the daily rate of a researcher. The offer should clearly state if external experts are not paid and the reason, for example: because they are employed by international organisations or public authorities for whom it is not feasible to be paid by other parties, or they are already paid or employed by the contractor under a general contract or agreement.

Please note that framework contractors must adhere to the daily rates indicated in their global financial offer. Specific offers not complying with the daily rates indicated in the global offer must be rejected, except in case of an obvious clerical error in accordance with Article 96 (2) Financial Regulation.

6.1.3 Contacts during the reopening procedure

All contact between tenderers and the European Parliament shall be prohibited throughout the tendering period of the procedure, save in exceptional cases and in the following circumstances:

Prior to the closing date for the submission of tenders:

• On the initiative of framework contractors, in order to receive additional information for the sole purpose of clarifying the nature of the contract. Framework contractors who wish to obtain additional information on the documents making up the invitation to tender should submit their questions solely in writing by e-mail to the following address: poldepc-finance@ep.europa.eu

The European Parliament will not respond to oral questions or questions which are incorrectly worded or addressed.

Any questions received, together with the relevant replies, will be sent by the European Parliament to all contractors of the respective lot of the multiple Framework contract;

• On the European Parliament's initiative, if its departments discover an error, an inaccuracy, an omission or any other material shortcoming in the wording of the documents constituting the reopening of competition.

If appropriate, any additional information and the information referred to above will be communicated per email on the same date and on strictly identical terms to all the contractors under the respective lot of the multiple Framework contract.

After the specific offers have been opened and on the European Parliament's initiative:
If the offer gives rise to requests for explanations, or with a view to correcting material errors in the wording of the offer, the competent service of the European Parliament may take the initiative in contacting the contractor who has submitted this offer. Any such contact may not result in the terms of the offer being modified.

6.1.4 Evaluation of specific offers in the reopening procedure

The competent service of the European Parliament will then evaluate the offers submitted. The following criteria will be taken into account.

6.1.4.1 Administrative conformity

This evaluation will establish whether the offer:

- has been received within the set time limit
- complies with the daily rates as given in the Financial Offer (Annex IV of the Framework service contract), except in case of an obvious clerical error in accordance with Article 96(2) of the Financial Regulation.

Otherwise, it will be rejected.

6.1.4.2 Award criteria

Offers which are administratively conforming will be evaluated further. The specific service order will be awarded to the framework service contractor who has submitted the best specific offer in the light of the following criteria:

**Quality** (max. points: 100; weighting for the overall score 70 %)

- of the suggested approach (with criteria such as understanding of the topic; methodology including access to data sources; proposed structure for the research paper; coverage of research questions; work plan and organisation; and quality management, including editing and proofreading)
- of the suggested project team (with criteria such as suitability of academic background of experts; expertise on the topic; geographical coverage; clear distribution of responsibilities in the team)
- further criteria may be defined for each specific service request (in accordance with Article 122 (3) b) of the Rules of Application).

The criteria applied for a specific service request and the weighting of the different quality criteria will be defined in the specific request for services.

A tender which does not score at least 50% on each quality criterion does not meet the quality requirements and will not be evaluated financially. Thus, the offer will be rejected.
However, in exceptional circumstances, notably to safeguard competition, the Authorising Officer by subdelegation may decide to retain an offer, even if the quality scores less than 50%.

**Price** (max. points: 100, weighting for the overall score 30%)

The financial score (specific points for price) will be calculated according to the formula:

\[
\begin{align*}
\text{Price points} &= \frac{(\text{maximum price points}) \times \text{lowest price offer}}{\text{Price of respective offer}}
\end{align*}
\]

The highest number of (100) points is awarded to the lowest bidder and the points for the other bidders are calculated according to the formula above.

**Calculation of final score**

The overall score (total number of points of a specific tender) will be calculated by adding up the price points and the quality points as follows:

\[
\text{Total points} = \text{Quality points} \times 70\% + \text{Price points} \times 30\%
\]

**6.1.5 Notification of the results**

**6.1.5.1 To the successful contractor**

Notification of the results will be sent to the successful framework contractor via email from the mailbox poldpc-finance@ep.europa.eu to indicate that he/she has been chosen for the specific contract. If the signed Order form is not yet attached at this stage, please note that the notification as such does not constitute a commitment for the European Parliament to award the specific contract.

**6.1.5.2 To the unsuccessful contractors**

Notification of the results will be sent to the unsuccessful contractors, indicating

- The possible administrative failing
- The reason(s) for rejection

**6.1.6 Attribution of the order requesting the specific services**

The specific service order will be awarded to the framework contractor who has made the most advantageous offer in terms of price and quality of the specific offer, as specified above.

The commissioning of the task always entails the submission of a signed order form (see Annex V of the Framework service contract: Template of an order form for specific contracts), containing
the specific terms of reference and the contractor’s specific offer. There can be no provision of services without such an order form, which shall specify the terms of the expertise required, the fixed price and the deadlines. The transmission of the signed order form to the contractor will set the start of the time allowed for the execution of the task (if not explicitly specified otherwise).

Please note that the European Parliament reserves the right not to attribute an order for any specific service until the signed order is sent to the successful framework contractor.

6.2 Deadlines and acceptance procedures

The following deadlines for the various forms of specific expertise shall be met by the contractors and the European Parliament:

<table>
<thead>
<tr>
<th>Products</th>
<th>Deadlines</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>After entry into force of the order form, the contractor shall submit a</td>
</tr>
<tr>
<td></td>
<td>methodological outline (if requested) to the European Parliament within:</td>
</tr>
<tr>
<td>Briefings</td>
<td>-</td>
</tr>
<tr>
<td>Analyses</td>
<td>10 calendar days</td>
</tr>
<tr>
<td>Studies</td>
<td>14 calendar days</td>
</tr>
<tr>
<td>Summaries of events with external experts</td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>After entry into force of the order form, the contractor shall submit an</td>
</tr>
<tr>
<td></td>
<td>interim version (if requested) to the European Parliament within:</td>
</tr>
<tr>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>After receipt of the draft expertise, the European Parliament shall send</td>
</tr>
<tr>
<td></td>
<td>its observations and those of potential external peer reviewers to the</td>
</tr>
<tr>
<td></td>
<td>contractor within:</td>
</tr>
<tr>
<td></td>
<td>-</td>
</tr>
<tr>
<td></td>
<td>After receipt of the observations, the contractor shall submit a new</td>
</tr>
<tr>
<td></td>
<td>version within a delay specified by the European Parliament’s services,</td>
</tr>
<tr>
<td></td>
<td>but no less than:</td>
</tr>
<tr>
<td></td>
<td>-</td>
</tr>
</tbody>
</table>

The formal approval of the final product by the European Parliament requires that all observations have been fully taken into account.

**Deadlines for European Parliament approval:**

Once the contractor submits the **interim (if requested) or final version of a written product**, specific deadlines apply:

- The European Parliament shall have **20 calendar days** from receipt of the interim version of a study to approve it, with or without observations or reservations, or to reject it in writing. The European Parliament may suspend the approval period to request additional information. In that case it shall notify the Contractor of the suspension by registered letter with acknowledgement of receipt, or by e-mail from the functional mailbox poldepfinance@ep.europa.eu with delivery/read receipt, or by hand delivery accompanied by the issue of a receipt. The Contractor shall have 10 calendar days in which to submit the additional information required or a revised report or other document.
If the European Parliament does not respond within the prescribed period, the interim version of the study shall be deemed to have been approved. Approval of the interim version of the study shall not imply recognition by the European Parliament of the authenticity, comprehensiveness, relevance and accuracy of the statements and/or information contained therein.

- The European Parliament shall have **30 calendar days** in case of a study, **20 calendar days** in case of an analysis, **15 calendar days** in case of a briefing, and **10 calendar days** in case of a summary of an event with external experts from receipt of the final version to approve it, with or without observations or reservations, or to reject. The European Parliament may suspend the approval period to request additional information. In all these cases it shall notify the Contractor by registered letter with acknowledgement of receipt, or by e-mail from the functional mailbox poldepc-finance@ep.europa.eu with delivery/read receipt, or by hand delivery accompanied by the issue of a receipt. The Contractor shall have 20 calendar days in case of a study and 10 calendar days in all the other cases with effect from receipt of the notification on suspension in which to submit the additional information required or a revised report or other document. If the European Parliament does not respond within the prescribed period, the final version of the study/briefing note shall be deemed to have been approved. Approval of the report shall not imply recognition by the European Parliament of the authenticity, comprehensiveness, relevance and accuracy of the statements and/or information contained therein.

After receiving the additional information or the revised report, the European Parliament will either accept the services, or, should it become evident that the corrections deemed necessary are not finally implemented, reject the services without compensation (see Article I.11 (1) of the Framework Service Contract).

**Delay in delivering services:**
In the case of non-respect of the deadlines for submitting the interim, draft and/or final version of the product, penalties for delay may be applied in accordance with Article I.11 (2) of the Framework Service Contract.

**7. TRAVEL REIMBURSEMENT FOR JOURNEYS TO BRUSSELS AND STRASBOURG**

Experts coming to Brussels or Strasbourg at the European Parliament’s request to present their expertise, to participate in an event with external experts like a workshop, or for meetings with the European Parliament’s services (such as kick-off or interim-meetings, or discussing on-going research), will receive a flat-rate reimbursement according to the following table:
<table>
<thead>
<tr>
<th>Distance in km (one way)*</th>
<th>Flat-Rate Reimbursement in EUR</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-30</td>
<td>0</td>
</tr>
<tr>
<td>31-100</td>
<td>100</td>
</tr>
<tr>
<td>101-200</td>
<td>200</td>
</tr>
<tr>
<td>201-500</td>
<td>400</td>
</tr>
<tr>
<td>501-800</td>
<td>500</td>
</tr>
<tr>
<td>801-1100</td>
<td>600</td>
</tr>
<tr>
<td>1101-1500</td>
<td>700</td>
</tr>
<tr>
<td>1501-2000</td>
<td>800</td>
</tr>
<tr>
<td>2001 and more</td>
<td>1000</td>
</tr>
</tbody>
</table>

* The distance is calculated as the one-way air (linear) distance between Brussels or Strasbourg and the official address of the framework contractor, or of the relevant member in a group of economic operators.

The flat-rate covers both legs of travel, accommodation and subsistence costs for one member of personnel. Working time in case of meetings/presentations is not included in the flat-rate for travel and subsistence. Working time will have to be covered through the daily rates for the specific services and shall thus already be included in the price quoted for the specific service.

The European Parliament's services will indicate in each specific request, or during the implementation of a specific service, the number of meetings planned, and how many experts will be invited and reimbursed for participating in these meetings.

For groups of economic operators, all attending members can benefit from the flat-rate reimbursement on the basis of the distance between their official address and Brussels/Strasbourg. The group leader will therefore have to indicate in the specific offer which economic operator plans to attend the meeting so the correct reimbursement costs can be included in the Order Form.