



EUROPEAN COMMISSION

Consumers and Food Safety Unit

# **BETTER TRAINING FOR SAFER FOOD (BTSF)**

## **OPERATIONAL GUIDELINE**

**FOR THE IMPLEMENTATION OF BTSF CONTRACTS**

**LAST AMENDED ON 19 FEBRUARY 2013**

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## **1. Introduction**

### **1.1 Objectives of the Operational Guideline**

The aim of this document is to provide guidance to the Contractors in relation to the contract implementation under the Better Training for Safer Food (hereafter referred to as BTSF) initiative.

The present guide is based on and it complements:

- the documents setting the legally binding rules for the BTSF calls for tender (cf. section 2. Legal Framework),
- the documents published with the call for tender (e.g. invitation to tender, tender specifications) and
- the contract signed by the Contractor and the Executive Agency for Health and Consumers (hereinafter referred to as EAHC).

This guide does not supersede the afore-mentioned documents, thus in case of any contradictions between these documents and the present guide, the above documents prevail.

Neither the EAHC, nor any person or body acting on their behalf can be held responsible for the use made of this guide.

### **1.2 Scope**

This guideline concerns EAHC contracts with the subject of organisation of training courses in the field of feed and food law, animal health and animal welfare rules as well as plant health rules, known as BTSF. Certain parts may apply to other EAHC-BTSF contracts.

## **2. Legal Framework**

The Legal Framework section lists the main legal provisions applicable to calls for tenders published by EAHC for the BTSF initiative.

### **2.1 Contract Implementation**

The contract implementation is governed by the following statutory provisions:

*1) Regulation (EU, Euratom) No 966/2012 of the European Parliament and of the Council of 25 October 2012 on the financial rules applicable to the general budget of the Union and repealing Council Regulation No 1605/2002;*

*2) Commission Delegated Regulation No 1268/2012 of 29 October 2012 on the rules of application of Regulation 966/2012 of the European Parliament and of the Council on the financial rules applicable to the general budget of the Union.*

## **2.1 Better Training for Safer Food (BTSF) Initiative**

BTSF is an initiative of the European Commission governed as follows:

- 1) Article 51 of Regulation (EC) No 882/2004 on official controls performed to ensure the verification of compliance with feed and food law, animal health and animal welfare rules, provides the legal instrument for this initiative;
- 2) EAHC is responsible for carrying out the implementation tasks for the management of the food safety training measures covered by Regulation (EC) No 882/2004 and Directive 2000/29/EC as specified in Article 4 of Decision 2004/858/EC;
- 3) The 2012 Work Programme of the BTSF initiative is defined in the respective Commission Implementing Decision (Commission Implementing Decision 2012/C129/03) of 3 May 2012<sup>1</sup> including the overall budget and the technical fields covered.

## **2.2 Service contract**

Contracts awarded within the procurement procedures published by the Executive Agency for Health and Consumers are governed by EU law, complemented where necessary by the law of Luxembourg.

## **3. Stakeholders**

### **3.1 Contracting Authority**

The Contracting Authority of the BTSF contracts is EAHC. The Authorising Officer is the Director of EAHC. For the Contractors, the sole contact point is EAHC. All contract questions and contract execution details, like programme, dates of the events, training venue, tutor and training coordinators etc., are solved and agreed between EAHC and the contractor. Any other arrangement may lead to void the contract.

### **3.2 Contact points at the beneficiary countries**

All Member States of the European Union (EU) and several third countries have appointed *National Contact Points (NCPs)* (a list of which has been established by DG SANCO at [http://ec.europa.eu/food/training\\_strategy/participants/ms\\_contact\\_points\\_en.htm](http://ec.europa.eu/food/training_strategy/participants/ms_contact_points_en.htm)). In countries with appointed NCPs only training applications approved by the NCP shall be considered.

In absence of other national project coordinators, *Contact Points (CPs)* shall be identified by the Contractor keeping the representatives of the European Union informed (EU Delegation as well as EAHC and DG SANCO).

### **3.3 The Contractor's Staff**

#### **3.3.1 Project Leader (PL)**

The PL has the overall responsibility for the implementation of the contract. He/she should be entitled to sign the contract and amendments to the contract in a later stage if applicable. He/she

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<sup>1</sup> OJ C129, 04.05.2012, p. 3

should have the authority to mobilise the resources necessary for the successful implementation of the contract. The PL must have a relevant university degree and 10 years of relevant professional experience.

### **3.3.2 Project Manager (PM)**

The PL may appoint a PM for the daily coordination and management of the contract implementation. If this option is used, he/she should have a clear delegation, and at least five years of relevant experience managing similar projects. The Contractor is required to inform EAHC on this delegation in due form and time, no more than 30 days after the appointment. Any change must be send to the EAHC, if possible, at least 10 days in advance.

### **3.3.3 Event Manager (EM)**

The Contractor is requested to appoint, for each planned activity, an Event Manager responsible for all practical logistical and organisational aspects of that activity. The EM shall not be a part of the team of tutors. The EM must be involved in all implementation steps, attend the activity and coordinate all different issues. During the entire activity, the EM shall be present on site. The EM shall have full authorisation to take the necessary immediate decisions and he/she must have at least 2 years of relevant professional experience. Any change must be send to the EAHC, if possible, at least 10 days in advance.

### **3.3.4 Training Coordinator (TC)**

The Contractor shall appoint one person as being responsible for the technical aspects of the training. He/she is a member of the tutors' panel. His/her tasks include in particular the coordination of the work of the tutors' panel, ensuring the coherence of lectures' content and training methodology. During the entire activity the TC shall be present on site of the trainings. The TC shall have a relevant university degree and 7 years of relevant professional experience.

### **3.3.5 Tutors**

Unless otherwise set in Annex I, Chapter 3.2 of the contract ("Specific requirements for the organisation of training activities" in the tender specifications), the Contractor is required to provide for each course 5 qualified and experienced tutors, as appropriate, with at least 5 years of relevant experience in the tutored field. Tutors should come from a minimum of three different EU countries to provide a broad based international background. The tutors shall be either member of the national Competent Authorities' personal or have been working in the professional domain in the private sector at national or international level. The tutors shall be able to present technical subjects in a clear and concise way and have a good knowledge of English and of at least one other EU official language.

On request of the Commission, Commission officials may attend a training session as guest lecturer or observer. This will not imply any additional cost for the Contractor.

## 4. Activities

### 4.1 Definitions

Training Session: a training activity with a specific technical programme, at a specific place (venue), at a specific time and with a specific duration.

Training Course: training on a specific technical field; it may be realised in the course of one or several training sessions. One contract (project) may comprise one or more training courses. If more than one training courses form one contract, they are referred to as “Work Packages” (WPs).

Work Packages: Every work package is a unique *Training course* with the defined number of participants and subjects to be covered.

### 4.2 Venue of the training sessions and accommodation

The Contractor must identify an appropriate, fully equipped venue in each location where the training sessions will be held, preferably in a place where all participants and speakers can be accommodated in appropriate single room in the standard of a four star hotel or equivalent, as described in the tender specifications. The participants shall have access to internet either WI-FI or broadband.

It must be ensured that at the training venue a copy machine, PC, beamers, flip charts, WI-FI internet connection, telephone and fax facilities, audio and video equipment, translation equipment (if needed and foreseen) and refreshments during the breaks, are provided and available for the training.

Unless otherwise set in Chapter 3.2 of the tender specifications, courses for each work package will be held in three evenly spread distinct locations, to be chosen by the Contractor, geographically equally distributed among the different EU Member States. The selection of locations should be based on specific needs required from the field to be covered, in particular if field visits are included in the training activity.

The accommodation offered to the participants and the tutors apart of the above described lodging requests will be full board, including breakfast, lunch and dinner, for the entire period of their stay preferably in a hotel which is, beside the above described requirements, able to offer all the practical facilities required to organise the training activities, including the meeting room of a size in line with the number of participants, one or more additional rooms to facilitate the breakdown in working groups, and possible translation facilities.

If the meeting room and other training rooms are not located in the hotel, the equipment of the chosen hotel should correspond to the criteria required under a “First Class” or “Four Star” or other equivalent<sup>2</sup> rating as mentioned in a standard international hotel classification (for example, the European Hotel stars Union).

At each training all present persons will be offered with refreshments (like coffee, tea, water, juices, etc. biscuits or other snacks and fruits or vegetables) during the “coffee-breaks”.

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<sup>2</sup> With a bed in size of min. 0,90 m x 2,00 m or double bed of min. 1,80 m x 2,00 m; change of bed linen at least twice a week; additional power socket next to the table, desk or desk top with the chair for writing and light for reading; shower and toilet.

The accommodation will be organised according to the following approximate distribution (if appropriate):

- number of training days for participants from EU Member States and candidate countries, EFTA and EEA countries;
- number of training days + 1 for participants from ENP<sup>3</sup> and Mediterranean basin countries and for tutors;
- number of training days + 2 for participants from selected third countries entitled to reimbursement of travel cost.

DG SANCO, EAHC, industry associations, relevant stakeholders and other invited third countries or third country organisations will cover their presence by their own expenses.

### **4.3 Travel**

The project budget shall cover flight-transfers (in economy class or other price equivalent class) or train/bus-transfers (in first class), as appropriate, including transfer from the airport and bus/rail stations to training and hotel locations and vice versa as well as to possible on-spot visit locations.

Travel costs from the participants' homes to the nearest airport/bus station/train station are covered by the project budget if requested. In particular cases when the application of the above rules is not possible, the Contractor shall ask the advice and ex-ante approval of EAHC. Not proceeding so, it risks the rejection of report and consequently face payment reduction as foreseen in Annex I of the contract.

### **4.4 Social Events**

As requested in the tender specifications, the Contractor shall organise specific social programmes for the participants. These events shall promote the networking within the group and foster networking among national authorities through strengthened personal relations among officers of different nationality.

Such a programme may include any programme that serves the above objective (e.g.: visiting cultural or natural sights near the training venue, excursions, guided walk to the city centre etc.) according to local opportunities.

General rules related to travel, catering and accommodation apply to these programmes as well.

Unless otherwise required, the Contractor will organise at least a welcome ceremony with a joint dinner, and a cultural event (sightseeing, city visit, etc.) in addition to the catering obligations.

Should a training session stretch over a weekend the Contractor is responsible for the participants' programme including at least a one-day social event to be offered.

Based on the Annex II of the Contract (Contractor's offer), the Contractor shall propose its detailed plans and receive the approval of EAHC in the Inception phase.

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<sup>3</sup> [http://ec.europa.eu/world/enp/index\\_en.htm](http://ec.europa.eu/world/enp/index_en.htm)

## **4.5 Tasks during training sessions**

The Contractor will ensure registration and provide information and assistance to participants at the training sessions from departure from their home country until their arrival to the initial departure point. In addition, the Contractor shall:

- ensure that participants can access internet free of charge, at least once daily;
- provide for all administrative work, including copies and mail, related to the training session;
- provide for simultaneous interpretation during the training sessions as specified in Annex I of the contract
- provide information packs, both on paper and electronic on a USB key or other adequate media, to all training participants, containing all training materials, manuals and documentation needed for the training session. These documents shall ease the dissemination and allow participants to share acquired knowledge with the peer fellows. These should be available in English and in the other languages for which interpretation was requested within the training programme. It must take the form of a comprehensive stand-alone set of documents (e.g. bags, backpacks, carry on folders or similar) where all these documents, which are covering all the issues dealt with during the training session, can be safely stored and carried home;
- deliver to all training participants certificates attesting participation in the training course;
- implement the procedure assessing the level of satisfaction of the training participants with the training and service received. In particular, each participant will be requested to provide individual feedback concerning the quality and utility of the training course and the results will be at the first analysed by the Contractor and included in the final report together with recommendations to improve future training courses; the Contractor is obliged to use the evaluation form and other available systems which are provided in due time to each Contractor by EAHC and to deliver on request all or only for a particular WP or training session the original evaluation forms completed by the trained participants to the EAHC. Forms are agreed during the kick off meetings and represent the part of the first interim report.

## **4.6 Languages**

Unless otherwise set in the tender specifications, the training courses will be given in English EAHC may request translation in to the one of the official EU language, taking into account budgetary constraints and availability of the contingency budget.

## **4.7 Deviations**

### **4.7.1 Rules concerning the replacement of experts appointed in the Contract**

A formal request is required for the replacement of the PL.

Should the Contractor consider the replacement of the PM (if any) or any modification of the PM's scope of delegation, it shall ask the approval of the EAHC in a request signed by the Project Leader and furnished with all the necessary justifications and documents (CVs,

comparative table, signed statement of availability and exclusivity, etc.). The new PM shall comply with the requirements set in Annex I of the contract.

Prior to a replacement of other staff members (EM, TC, tutors, etc.), EAHC shall be notified for approval. Required justifications and documents (CVs, comparative table, signed statement of availability and exclusivity, etc.) demonstrating the proposed person's compliance with the respective requirements, must be submitted with the request for approval. Moreover the changes shall be described in the next report due by the contract implementation. All changes shall be clearly notified to the EAHC and correspondingly updated via specific report either as addendum to the sent report according to the time line or as a separate report describing all the changes and furnish all the documents supporting the statements in the report.

#### **4.7.2 Rules concerning the modification of a training activity in terms of location or calendar**

**EAHC must be informed about any planned modifications of locations, training venues, accommodation or the calendar of training sessions at the earliest possible date. The requests have to be supported by documentation explaining the need for modification and EAHC may request additional documents. The mentioned modifications must be approved by EAHC in advance. Any other change will be considered as none agreed and might be a subject to recovery of a certain amount of the price.**

### **5. Participation Quotas**

#### **5.1 Participating countries**

The list of countries mentioned in tender specifications shall be considered indicative, and its purpose is to help the preparation of the financial offer. The final list of countries to be invited, if different from the tender specifications– taking into the account budgetary constraints – will be communicated to the Contractor by EAHC in the period between kick off meeting and first interim report. This list can also be modified during the life span of the contract provided that contract funds are available and that they can be adapted to the actual needs during the project implementation. It must be noted that the actual implementation of the training depends on the current epidemiological and epizootiological situation within the EU as well as outside of the EU.

Unless otherwise established in the Annex I of the Contract (Tender Specifications), individual country quotas are to be meant quotas not to exceed. The value set for a regional quota (e.g.: Member States, Candidate Countries, EEA countries, third countries, etc.) is usually a lower number than the individual country quotas within that region. If the Contractor receives more application from a country than provided for in the Contract, then the Contractor shall ask the (N)CP to set a priority list and choose applicants to be kept at a reserve list. Considering special needs, the seats available and the other sending countries' rights for the training, or other specific needs. EAHC may approve additional participants from a given country or region. To facilitate the actual needs of the participating countries EAHC advises to keep a quota list open in two folds. One which is used on a daily base and a second one which can be used when the first does not give the best mix or there are other obstacles. The Contractor is obliged to take care about the best possible mix of the participants in order to achieve the objectives set in the tender specifications. Both lists need prior approval in case of major changes (major to be understood as more than one quarter).

However the total quota set in the tender specification can be changed only after the prior approval form EAHC.

The third countries named in the tender specifications should be considered as indicative. The selected third countries will be indicated by EAHC at a later stage (e.g. the First interim Report), taking into account the available budget.

## **5.2 Allocation of seats to the participants at the different training sessions**

To support the project purposes of promoting uniformity of inspection procedures and networking among participants, the Contractor shall ensure the highest possible mix of participants concerning their countries of origin at each training session.

The Contractor has an overall responsibility for meeting the participation quotas established in the contract. To this purpose the Contractor takes appropriate measures that all places are filled. In particular the Contractor shall send timely and appropriate information on the training opportunities towards the governments of the countries identified as participants of the trainings. This communications shall be directed through previously identified NCPs. The Contractor shall ensure that the appropriate channels are used for this communication.

Third country delegations/embassies in Brussels, EU delegations in these countries and other relevant regional organisations, such as the ASEAN, MERCOSUR and ACP Secretariat, shall also be involved, as appropriate. The Contractor is invited to consider other mechanisms in order to ensure the required participation.

In the invitation to the training sent to NCPs, the Contractor shall accurately define the required technical and linguistic knowledge levels of the participants, including a requirement for commitment of the participant to disseminate the knowledge received. Notifications and invitations shall be sent to the EAHC before they are sent to the NCP or other third parties and when they are actually sent the EAHC must receive a copy.

EAHC will have the final say on the list of participants who will benefit from the training implemented under a particular contract. In view of certain developments and according to the needs, EAHC reserves the right to define target of the courses and to change and/or readapt the programme of this training activity (i.e. change one or more of the identified countries and/or to invite additional countries) taking into account the budgetary constraints.

Specific deadlines will be fixed for submitting applications for participation in each training session. Where there are places unfilled these may be offered to other applicants according to the decision of EAHC, based on the requests received and the budgetary constraints.

Should no, or a not appropriate answer be received (i.e. the real figures would vary from the ones in the contract or in the other reports), the Contractor will be responsible for finding out the reasons of the difference and, if appropriate take the necessary steps to recover the situation.

If their own efforts do not have the required results, the Contractor shall inform EAHC on the deviations to allow sufficient time for the necessary measures be taken.

If the Contractor is unable to ensure the required number of participants due to factors not attributable to its own performance, then the Contractor will have to inform EAHC immediately.

The Contractor is obliged to build up a reserve list of the participants and to populate when possible drop outs from this reserve list.

**If, for whatever reason, the contractor will not execute the planned training for the number of trained participants, a proportionate deduction will be related to the number of trained participants will be made from the final payment. This deduction will be done only if the difference in the number of trained participants exceeds -5% of the requested number of participants.**

### **5.3 Registration**

A sufficiently long period of time should be foreseen for the registration of participants. After the deadline there should be a sufficient delay to cover untaken seats by the reserve lists, if applicable.

For the registration requests the Contractor uses the unified form.

Only (National) CPs shall receive requests for participation. Private operators shall only receive applications after approval by EAHC.

In the case of an electronic application, which must be in the same form as the paper version, the participant shall receive a confirmation including its status (accepted/pending/rejected) and the same information must be sent to the relevant NCP. Before confirming his attendance to the participant, the respective (National) CP shall send its approval to the Contractor.

### **5.4 Database**

The Contractor shall ensure the storage of all pertinent data relating to the contract implementation and deliver them to EAHC in the form requested. These data will be included in the BTSF database application managed and used by EAHC. The data will include the data of the trainers and of the participants.

### **5.5 Deviations**

In case that an NCP from a particular Member State does not send the appropriate number of participants to a course, it needs to be notified to the EAHC by e-mail as soon as possible, but no later than 30 working days before the actual start of the course. Contractors are obliged to offer the remaining seats to the other Member States.

Final distribution of available places among Member States will be done by EAHC based on the information received from the Contractor. This information shall include all the received applications from the NCPs, as well as the correspondence between the Contractor and the NCPs. The Contractor has to send to EAHC a proposal for a **participant reserve list**. Final approval of such a list will be done by EAHC in order to meet the best possible options to train suitable candidates.

If there are no applications from the NCPs for the participant reserve list, such information shall be communicated immediately to EAHC.

## 6. Reports

Reports are the main means of the monitoring of contract implementation. The BTSF training activities include two types of reports.

### 6.1 First phase of the service contract

All reports should have numbered paragraphs and pages and a clear identification, containing:

- the contract number (not the call number),
- the acronym,
- the version number,
- the status (draft, revision or final) and
- the date.

This identification has to appear on the cover page and also in the header or in the footer. All reports shall give information as detailed below on each activity.

- **First Interim Report:** has to be submitted in 2 hard copies and in electronic format (Word document and readable PDF) in English.

The First Interim Report will describe the detailed programme and format of work related to the training activities to be organised and implemented during the duration specified in the contract.

The First Interim Report will give the evidence of the expertise which has been brought together by the Contractor in order to achieve the implementation of the training activity.

The First Interim report will include a first draft of the **syllabus** to be submitted by the Contractor on the subject to be covered. This syllabus will represent 25 pages in a format which can be used for a preparation of a training brochure, booklets, etc. The content of the draft syllabus will include the structure of the training course in terms of presentations to be given in order to guarantee the technical coverage request from the technical specification. This document will reflect the approach to be taken by the control officials when performing their activity on the field.

The First Interim Report will also include the actual state of play before the start of the first activity as described in the draft report for the kick-off meeting.

The draft First Interim Report must be sent to EAHC at least 5 working days prior to the kick-off meeting. The final version of the First Interim Report shall be sent to EAHC within 60 working days from the date of signature of the contract and not later than 1 month after the kick-off meeting. This document shall include information on the organisational aspects of the trainings *inter alia*, the proposed locations, timing and calendar of all training activities, the CVs of the proposed tutors and speakers, the relevant technical and practical arrangements, and the distribution of participants according from the provisions in the tender specifications and as communicated by EAHC.

The First Interim Report will be subject to acceptance and technical approval by EAHC. When approved it serves as reference technical schedule for all the activities indicated in the contract. Changes can be done only by written request from the Contractor or DG SANCO and approval from EAHC. Any other change will be considered as none agreed and might be a subject to recovery of a certain amount of the price.

The First Interim Report must be sent to EAHC not later than 60 working days after the signature of the contract.

- **Second and Third Interim Reports:** to be submitted in 2 two hard copies and in electronic format (Word document and readable PDF), in English.

The Interim Reports will describe the work carried out and the results obtained during the covered period, the duration of which is specified above, and include in particular:

- general information on the development of the activity:
  - clear information on the number of sessions held, the number of participants trained and the total participation to the training activities (signed lists of presence, recapitulative table in Word and/or Excel, etc.),
  - an overview of the training sessions planned in the following period
  - evaluation statements of the participants,
  - conclusions based upon the courses and presentations provided,
  - possible observation from the tutors, participants and the Commission or EAHC visitors,
  - explanation on possible deviations as detailed above,
  - the syllabus implemented with the outcome of the training activities, in particular questions and answers,
  - the numbers and other relevant data regarding the volume of the participants, sessions held and, if requested in good time before the reporting period by EAHC, also other data or statistics relevant to the contract;
- an overall assessment of the activity's ability to meet the targeted objectives as well as the participants' interests and requirements;
- strategies for future actions and information dissemination on relevant issues with the relevant countries, such as the use of e-learning tools. This point should also include a summary of problems in the application of current legal provisions, which may have been identified during discussions, and proposals for their adaptation;
- the obligation to provide an independent pedagogical review. This review shall address the appropriateness of the chosen pedagogical approach in regard of the targeted group. Review shall be in the form of the evaluation of the didactical and pedagogical perspective on the appropriateness of the training methodology for adult education. Expert selection needs to be done in agreement with EAHC. Review shall be based on the in situ observations and assessment of the training session.

An Interim report must be sent to EAHC according to the timeline for the reporting periods and payment requests indicated in the tender specifications.

- **Final Technical Report:** to be submitted in 2 two hard copies and in electronic format (Word document and readable PDF), in English.

The Final Technical Report will describe all the work carried out and the results obtained under the contract. It will also contain a summary of the main results obtained as follows:

- clear information on the number of sessions held, the number of participants trained and the total participation to the training activities (signed lists of presence, recapitulative table in Word and/or Excel, etc.),
- evaluation statements of the participants throughout the contracting period,
- possible suggestions regarding the execution of the tasks,
- possible observation from the tutors, participants and the Commission or EAHC visitors,
- evaluation of the presented subjects, perception of the participants, their opinion about the subject chosen, relevance to their work, usefulness of workshops and further requests of the participants in regard of the training,
- all training materials, the tutors presentations and all other documents provided to the participants in any format (USB key, paper),
- the syllabus implemented with the outcome of the training activities, in particular questions and answers.

The draft Final Technical Report must be submitted to the Executive Agency no later than 23 months after signature of the contract. EAHC will then either inform the Contractor that it approves the report or will send him its comments.

Within 20 days of receiving any such comments, the Contractor will send to EAHC his Final Technical Report, which will either take account of the comments or put forward alternative points of view or clarify the observations or comments.

- **Additional Report (applicable only in case of adaptations exceptionally requested under the contingency budget):** to be submitted in 2 two hard copies and in electronic format (Word document and readable PDF), in English.

The Additional Report will describe the work carried out and the results obtained during the provision of the adaptation, and – depending on the service requested – includes in particular:

- an executive summary,
- outputs of the training,
- the technical content of the training,
- an assessment of the training with the evaluation of the participants,
- documents used during the training,
- a financial report,
- a list of tutors,
- a list of the participants,
- a technical summary of the training with all presentations and example of the material distributed,
- conclusions.

The Additional Report must be sent to EAHC within the deadline stated in the request.

## **6.2 Second phase of the service contract**

The reports to be submitted during the **(possible) second phase** of implementation will be identical to those of the first phase. The starting date for the calculation of the deadline for submission of the due reports and the rest of the deliverables under the second phase of the

implementation of the service contract will be the date of the notification from EAHC to the Contractor for the decision on initiation of the second phase (instead of the date of the contract signature that will be valid for the first phase of implementation).

## 7. Payments

### 7.1 First phase of the service contract

#### **Timeframe for submission of deliverables and execution of tasks:**

<b>MONTH / WORKING DAYS AFTER SIGNATURE OF THE CONTRACT</b>	<b>ACTIVITY</b>
Within 30 working days	Request for the pre - financing payment of 10% of the amount referred in Article I.3.1a of the contract; Kick-off meeting: where the training programme is presented in detail together with the draft list for the tutors' team; Draft programme to be sent 5 days in advance before the scheduled Kick-off meeting.
60 working days	Relevant Invoice for 20% of the amount referred in Article I.3.1a of the contract increased by the amount for the reimbursable part if applicable; Submission of the First Interim Report with the time schedule for all activities, including all presentations, the training documentations and the first draft of the syllabus.
M 4	Start of the trainings
M 12	Relevant Invoice for 20% of the amount referred in Article I.3.1a of the contract accompanied with the signed list of the participants and increased by the amount for the reimbursable part if applicable; Statement that more than 40% of the requested participants were trained – same amount of participants must be filled in in the BTSF Database; Submission of the Second Interim Report with the evaluation of the trainings (including a pedagogical review).
M 17-18	Relevant Invoice for 20% of the amount referred in article I.3.1 of the contract accompanied with the signed list of the participants and increased by the amount for the reimbursable part, if applicable; Statement that more than 70% of the requested participants were trained – same amount of participants must be filled in in the BTSF Database; Submission of the Third Interim Report with the evaluation of the trainings
M 23	Submission of the draft Final Report and draft final syllabus; EAHC comments
M 24	Adequate Invoice accompanied for 30% - balance to the amount referred in Article I.3.1a of the contract and accompanied with the signed list of the participants increased by the amount for the reimbursable part if applicable. This request for the balance payment must be supported with an audit certificate issued by an independent, impartial and external

	<p>approved auditor (or, in case of public bodies, a certificate issued by a competent and independent public officer). The purpose of this audit is to certify that the trainings took place in accordance with the contract, in particular with the tender specifications and the offer of the Contractor. Therefore the auditor must certify that relevant, reliable and sufficient evidence exist that the trainings took place in line with the (qualitative and quantitative) requirements of the contract, and that the Project Leader, the Project Manager, the Event Manager, the Training Coordinator and the Tutors have actually been working on the contract.</p> <p>Statement that more than 95% of the requested participants were trained – same amount of participants must be filled in in the BTSF Database.</p> <p>Submission of the Final Technical Report with the evaluation of the trainings, the final syllabus and all other used training material and presentations</p>
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**Detailed description of the different steps:**

- **Pre-financing payment:**

Following the signature of the contract by the last contracting party and its receipt by the Executive Agency, within 30 days of the latest of the following dates:

- the receipt by the Executive Agency of a request for the pre-financing payment with a relevant invoice indicating the reference number of the contract;
- [the receipt by the Executive Agency of a duly constituted financial guarantee],

a pre-financing payment equal to **10%** of the total amount referred to in Article I.3.1a of the contract (first phase) (see Annex VI of the tender specifications) shall be made.

- **First interim payment:**

The request for the first interim payment shall be admissible if accompanied by:

- the First Interim Report, together with all the presentations and training materials including the draft syllabus in accordance with the instructions laid down in the tender specifications;
- the relevant invoice issued by the contractor;
- a statement of reimbursable expenses (travel and subsistence allowances) for the meetings (if any) between the Contractor’s staff and EAHC/Commission for the reported period in accordance with Article II.18 of the contract.

The Executive Agency will have 30 days from receipt to approve or reject the First Interim Report, and the Contractor shall have 20 days to submit additional information or a new report.

Within 30 days of the date of approval of the First Interim Report, the first interim payment corresponding to the relevant invoice, equal to **20%** of the amount referred to in Article I.3.1a of the contract (first phase), shall be made, increased by the amount of approved reimbursable expenses.

- **Second interim payment:**

The request for the second interim payment shall be admissible only if more than 40% of the required number of participants were trained so far, and if accompanied by:

- the Second Interim Report in accordance with the instructions laid down in the tender specifications;
- the relevant invoice issued by the Contractor;
- a statement of the Contractor that more than 40% of the required number of participants were trained (the data shall be based on the EAHC BTSF database and the signed lists of presence for each training day carried out from the signature of the contract);
- a statement of reimbursable expenses (travel and subsistence allowances) for the meetings (if any) between the Contractor and EAHC/Commission for the reported period in accordance with Article II.18 of the contract.

The Executive Agency will have 30 days from receipt to approve or reject the Second Interim Report, and the Contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of approval of the Second Interim Report, the second interim payment corresponding to the relevant invoice, with the maximum of **20%** of the amount referred to in Article I.3.1a of the contract (first phase) shall be made, increased by the amount of approved reimbursable expenses in accordance with the Article II.18 of the contract.

- **Third interim payment:**

The request for the third interim payment shall be admissible only if more than 70% of the required number of participants were trained so far, and if accompanied by:

- the Third Interim Report in accordance with the instructions laid down in the tender specifications;
- the relevant invoice issued by the Contractor;
- a statement of the Contractor that more than 70% of the required number of participants were trained so far (the data shall be based on the EAHC BTSF database and the signed lists of presence for each training day carried out from the signature of the contract);
- a statement of reimbursable expenses (travel and subsistence allowances) for the meetings (if any) between the Contractor and EAHC/Commission for the reported period in accordance with Article II.18 of the contract.

The Executive Agency will have 30 days from receipt to approve or reject the Interim technical report, and the Contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of approval of the Third Interim Report, the third interim payment corresponding to the relevant invoice, with the maximum of **20%** of the amount referred to in Article I.3.1a of the contract (first phase) shall be made, increased by the amount of approved reimbursable expenses in accordance with Article II.18 of the contract.

- **Payment of the balance:**

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

- the Final Technical Report in accordance with the instructions laid down in the tender specifications;
- the relevant invoice issued by the Contractor;
- a statement of the Contractor on the final number of trained participants (the data shall be based on the EAHC BTSF database and the signed lists of presence for each training day carried out from the signature of the contract);
- an audit certificate issued by an independent, impartial and external approved auditor (or, in case of public bodies, a certificate issued by a competent and independent public officer). The purpose of this audit is to certify that the trainings took place in accordance with the contract, in particular with the tender specifications and the offer of the Contractor. Therefore the auditor must certify that relevant, reliable and sufficient evidence exists:
  - that the trainings took place in line with the (qualitative and quantitative) requirements of the contract
  - and that the Project Leader, the Project Manager, the Event Manager, the Training Coordinator and the Tutors have actually been working on the contract.

The audit certificate shall be issued by an auditor who is allowed to use the professional title of ‘approved auditor’ in accordance with the applicable national rules. In case of doubt, the certificate of approval of the auditor in question may be requested and checked.

The Contractor will be provided with a template for the audit certificate following the signature of the contract;

- a statement of reimbursable expenses (travel and subsistence allowances) for the meetings (if any) between the Contractor and EAHC/Commission for the reported period in accordance with Article II.18 of the contract.

The Executive Agency will have 30 days from receipt to approve or reject the Final Report, and the contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of approval of the Final Report, payment of the balance corresponding to the relevant invoice, with the maximum of **30%** of the amount referred to in Article I.3.1a of the contract (first phase) shall be made, increased by the amount of approved reimbursable expenses in accordance with the Article II.18 of the contract.

Payment of the balance shall be done in full if more than 95% of the requested number of participants were successfully trained as defined in the General requirements for the organisation of the training activities 3.1. Therefore, as indicated before, if, for whatever the reason, the Contractor will not execute the planned training for the requested number of participants, a proportionate deduction related to the number of trained participants will be made from the final payment. This deduction will be done only if the difference in the number of trained participants exceeds -5% of the requested number of participants.

- **Payment(s) based on the contingency budget:**

The request for payment under the (partial or whole) contingency budget shall be admissible if accompanied by:

- an Additional Report, in accordance with the instructions laid down in the tender specifications;
- the relevant invoice issued by the Contractor not exceeding the amount indicated in the request for adaptation and based on the actual service provided (e.g. revision of the training materials or holding additional trainings due to the rapid and/or unforeseen changes in the conditions), this calculation shall be based on and be in line with the financial offer and/or actual number of additional participants.

The Executive Agency will have 30 days from receipt to approve or reject the Additional Report, and the Contractor shall have 20 days in which to submit additional information or a new report.

Within 30 days of the date of approval of the Additional Report, the payment from the contingency budget (first phase) corresponding to the relevant invoice shall be made.

## 7.2 Second phase of the service contract

The terms of payment, in case the contracting authority decides to initiate the second phase of the contract implementation, will be identical to the one of the first phase.

The starting point for the submission of the request for the pre-financing and the following payments of the second phase will be the date of the notification from EAHC to the Contractor announcing the decision for the initiation of the second phase.

The rest of the provisions pertaining to payments (general terms for the payments, deadlines, reporting) **will be identical** to those of the first phase of implementation.

## 7.3 General terms for the payments under both phases

1) The Contractor shall note that under the implementation of the contract:

- **Service price:** unless otherwise requested, at the time of the first, second and third interim payment and the payment of the balance, the Contractor does not have to submit to EAHC all the receipts and flight tickets, hotel invoices and the other supporting documents for the provision of the service (except for the lists of presence).

The Contractor shall keep all these supporting documents for 5 years after the payment of the balance, as indicated in Article II.20 of the contract.

- **Travel and subsistence expenses for the Contractor and his staff to meet the representatives of the Commission and EAHC:** as stated above, these costs will be reimbursed based on the presentation of supporting documents in accordance with Article II.18 of the contract.

2) For the pre-financing, the first, second, third interim payments and the balance payment mentioned in point 10 of the tender specifications, the amount indicated in Article I.3.1.a of the contract (first phase) shall mean the amount **without** the 2% contingency budget.

For the pre-financing, the first, second, third interim payments and the balance payment mentioned in point 10 of the tender specifications, the amount indicated in Article I.3.1.b of the contract (second phase) shall mean the amount **without** the 2% contingency budget.

## **7.4 Financial Guarantee**

The particularity of the pre-financing payment is that it is not covered by any actual performance, therefore a financial guarantee from the bank of the Contractor, of the same amount as the pre-financing payment, may be requested.

### **7.4.1 Call 2012 service contracts under the 'old' Financial Regulation**

The Contractors shall note that the 2012 service contracts that were **signed still in 2012** are, as a general rule, under the scope of the 'old' Financial Regulation, therefore for these service contracts the provisions of Article I.4.1 of the contract, as signed by the parties, shall be applied.

According to Article 151 of the 'old' Implementing Rules of the Financial Regulation<sup>4</sup>, a bank guarantee for pre-financing is mandatory in case the pre-financing exceeds EUR 150,000. EAHC may in the contract decide that it does not require a financial guarantee provided that the calculated pre-financing instalment is less than EUR 150,000 and the Contractor's financial status is deemed to be sound.

### **7.4.2 Call 2012 service contract under the 'new' Financial Regulation**

The rules on financial guarantees have been recently revised by the new Financial Regulation and its Rules of Application (RAP) which have entered into force on 1 January 2013 and apply for those service contracts that are **signed after 1 January 2013**.

It is no longer obligatory to ask for a pre-financing guarantee if the pre-financing exceeds 150 000 EUR.

In accordance with Article 165 of the RAP, the Authorising Officer – following a risk assessment taking into account the value of the contract, its subject matter, its duration and pace and the structure of the market – **may** decide to request a financial guarantee. This assessment will be made on a case-by-case basis and will be based on the information provided in the tender documents. If necessary for the risk assessment, EAHC may ask for additional information about the (financial) status of the contractor.

If a pre-financing guarantee is required, the Contractor shall use the “Letter for Pre-financing First Demand Guarantee (procurement)” template available at:

<http://ec.europa.eu/eahc/management/manage.html>

The Contractor shall give every data requested (white cells within the tables), or give explanation of not filling in. Cells in dark grey are not to fill in. Cells in light grey are calculated values, and therefore shall not be changed by the Contractor.

## **7.5 Additional rules as regard the accommodation and catering of self-financing participants and observers**

The Contractor is recommended to prepare special ‘*packages*’ for participants and observers not receiving subsidy from the budget of the Contract. These packages shall include travel arrangements, accommodation and catering (for participants) and accommodation and catering (for observers). These packages (travel options and hotel possibilities) shall be considered as optional offers and are not compulsory for no one. Observers might benefit from the lower prices in case that contractor negotiated better condition for a group as they are part of the group, however not paid from the same budget, they might benefit from the package. No additional cost will be charged for the training and training material which is supposed to be offered to those additional participants. Conditions, in general, shall be the same as for subsidised participants and tutors.

## **8. Communication**

The single point for the communication with the EU institutions is EAHC. All requests, information or other must be sent to the functional E-mail box of the EAHC-[BTSF-PROJECTS@ec.europa.eu](mailto:EAHC-BTSF-PROJECTS@ec.europa.eu).

The Contractor is obliged to open a single communication point for each contract. Every technical and/or official communication shall be exchanged only via these single communication points. The structure of the functional mailbox will be as follows:

**Number of the contract@name of the contractor.**

The structure of any message sent to the above functional E-mail box will include the **Subject, the Work package / training course/ training session, the reason/justification for the communication.**

All reports, presentations PPP slides, syllabuses and other technical documentation needed within the execution of the training sessions must be uploaded in the CIRCABC application according to the requested deadlines.