

CEN-CENELEC GUIDE 19

**Guidelines for the
administration of Specific
Agreements by National
Members including
principles for subcontracting**

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CEN-CENELEC Guide 19
(edition 2010)

**concerning guidelines for the administration of Specific Agreements by CEN
National Member/Committees and the CENELEC National Committees including
principles for subcontracting**

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Foreword

With Resolution CEN/CA 45/2010 and CLC/AG 51/01, respectively the Administrative Board of CEN and the CENELEC General Assembly adopted these guidelines on 13 October and 4 November 2010. They are the complement to Article 1.6 of CEN-CENELEC Guide N° 18.

Whereas,

CEN entered into Framework Partnership Agreements with EC and EFTA Secretariat respectively on 2 April 2009 and 16 November 2009 concerning the tasks to be assigned to CEN relating to European standardisation;

Whereas,

CENELEC entered into Framework Partnership Agreements with EC and EFTA Secretariat respectively on 14 April 2009 and 12 October 2009 concerning the tasks to be assigned to CENELEC relating to European standardisation;

Whereas,

some of the above-mentioned tasks are to be executed in accordance with the CEN/CENELEC Internal Regulations, by CEN National Member/Committees and the CENELEC National Committees or under their responsibility;

Whereas,

the CEN National Member and CENELEC National Committees have the possibility to subcontract the execution of work under Specific Agreements;

the CEN National Member and the CENELEC National Committees decided to adopt and implement the present Guidelines which define the respective obligations and responsibilities of CEN National Member, CENELEC National Committee and their subcontractors.

These Guidelines have not only to be considered as a complement to the CEN-CENELEC Guide N° 18, but also as a reference for wider use.

1. Scope

The present document which has been prepared by the CCMC serves as guidelines for the administration of Specific Agreements by CEN National Member and CENELEC National Committees especially when holding technical secretariats and includes the principles for subcontracting.

2. Principles of subcontracting

The EC-EFTA/CEN and CENELEC Framework Partnership Agreements as well as the CEN-CENELEC Guide N° 18 authorizes the CEN National Member and the CENELEC National Committees, in the capacity of partner's Member/Committee for the execution of work under Specific Agreements, themselves to subcontract certain tasks under their own responsibility.

3. Identification of the possible subcontractors

For the execution of a Specific Agreement the CEN National Member and the CENELEC National Committees may subcontract according to principles defined in Clause 2 either to other National Member, National Committee(s) or to European or EFTA non-National Member/Committee such as for example laboratories, project teams, experts, WG secretariat... and monopolistic bodies.

4. Subcontracting conditions

4.1 "Subcontracting" from National Member/Committee (main partner's member/Committee) to National Member/Committee (partner's member/Committee called here "co-partner")

4.1.1 General conditions:

- When a National Member/Committee subcontracts to another National Member/Committee, the CEN-CENELEC Guide N° 18 is applicable *mutatis mutandis*.
- In accordance with the requirements of the Framework Partnership Agreements and in virtue of Article 1.3 of the CEN-CENELEC Guide N° 18, the National Member/ Committee may be called upon by the EC to produce evidence of:
 - man/days spent on the work (valid timesheets);
 - scales of unit cost detailed calculation;
 - travel costs;
 - documentation showing the disbursement of funds.

The "co-partner" shall keep a record of these items and load them on the Cost Control Platform as and when required.

4.1.2 Drawing up the quotation:

The production of the quotation is a key process which deserves the special attention of all involved.

The responsibilities of the main and co-partner(s) are as follows:

- a) To provide a quotation for the work item(s)/project(s) for which they are responsible.
The quotations shall be completed in accordance with the Framework Partnership Agreements and using the template as presented in Annex 1.
The main and co-partner(s) shall use the scales of unit as agreed in Annex III of the FPAs.
- b) Interpretation and translation costs: only an extra logistical support related to interpretation and to translation of documents needed with a view to meetings (e.g. workshops) should be included in the quotation. It is understood that the translation and interpretation costs for standardisation work are to be taken into account in the estimate in the overheads of the party responsible for this standardisation work.
- c) Travel costs shall cover trips to European¹⁾ CEN and/or CENELEC meetings held to discuss the projects in question.
- d) The costs shall be estimated from the estimated date of the contract signature²⁾.
- e) The quotation drawn up by the National Member/Committee “co-partner” is to be sent to the relevant National Member/Committee main partner.
- f) If the work has not yet been allocated to a particular SC/WG, it is the responsibility of the Technical Committee secretariat to ensure that the estimated costs of its future “co-partner” are foreseen in the quotation using the scales of unit cost of the National Member/Committee holding the TC secretariat.
As soon as the SC/WG is allocated and if it is different to the National Member/Committee, the responsible National Member/Committee should submit an amended quotation³⁾.

4.2 Subcontracting from National Member/Committee to a monopolistic body

4.2.1 Definition

Organization which is de facto or de jure monopoly with regard to standardisation activities.

Monopolistic subcontractors are listed in Annex V of the FPAs 2009 and their amendments, if any.

4.2.2 General conditions

When a National Member/Committee subcontracts to a monopolistic body, the administrative relations (and financial relations) are exclusively set up with the National Member/Committee in the country of that subcontractor in conformity with the CEN-CENELEC Guide N° 18.

In particular, when a National Member/Committee subcontracts the secretarial support or any other work to an organisation which is a non National Member/Committee, the National Member/Committee of the country of that organisation remains responsible for the management of the specific agreement, including communicating contractual correspondence to the higher level contractor responsible amongst others for establishing the financial quotation (e.g. the National Member/Committee responsible for the TC Secretariat). Derogations are allowed via a written transfer of responsibilities between both NSBs concerned.

1) Reimbursement of non-European travel costs are subject to prior authorization from EC/EFTA Secretariat.

2) It is a common practice that EC/EFTA do not finance retrospectively work already carried out. Only under exceptional and grounded justified circumstances, the EC might allow a funding as from the date of the quotation submission. No guarantee that this exception has been given will be received before the specific agreement is received for signature.

3) EC/EFTA do not allow an increase of the contractual budget.

4.2.3 Drawing up the quotation

The quotation drawn up by the subcontractor is to be sent, in all cases, to the relevant National Member/Committee of the subcontractor.

The conditions of Articles I.13 and II.10 of the FPAs apply to these contracts.

Man-day rates: The scales of unit of the National Member/Committee subcontracting may be used taking into account the “non-profit” rule.

A monopoly situation may not lead to prices that exceed the local market price for the services performed.

4.3 Subcontracting from National Member/Committee to non National Member/Committee

4.3.1 General conditions

When a National Member/Committee subcontracts to a non National Member/Committee, the administrative relations (and financial relations) are usually set up with the National Member/Committee in the country of that subcontractor in conformity with the CEN-CENELEC Guide N° 18.

In principle, when a National Member/Committee subcontracts the secretarial support or any other work to an organisation which is a non-National Member/Committee, the National Member/Committee of the country of that organisation remains responsible for the management of the specific agreement, including communicating contractual correspondence to the higher level contractor responsible amongst others for establishing the financial quotation (e.g. the National Member/Committee responsible for the TC Secretariat). Derogations are allowed via a written or implicit transfer of responsibilities between both National Members/Committees concerned.

Subcontracting outside the CEN or CENELEC system is subject to public procurement procedure. Thresholds, minimum requirements to launch and to report are given in Annex 2.

4.3.2 Drawing up the quotation

- a) The quotation drawn up by the subcontractor is to be sent, in all cases, to the relevant National Member/Committee of the subcontractor.
- b) When it concerns testing work, consultancy and other similar cases, Subclause 4.1.2 applies with the following provisions:
 - The National Member/Committee shall be able to justify its choice of subcontractor.
 - The quotation shall include a technical justification for the work.

4.4 Subcontracting from National Member/Committee to Project Team

The obligations linked to Project Teams are covered by special dispositions which were approved by the CEN/BT (cf BT/Res. 65/1994 – BT Doc N 3764 – Annex 5). This document shall be updated.

If need be, the same rules shall be followed by CENELEC Committees.

5. Obligations from the National Member/Committee to the Subcontractor (National or non-National Member/Committee)

Each subcontractor shall be informed by the responsible National Member/Committee of its obligations at the time of drawing up the quotation and notably based on Article 2 of the CEN-CENELEC Guide N° 18.

The responsibilities of the National Member/Committee are as follows:

- a) to inform of the name of the responsible Technical Officer;
- b) to allocate appropriate resources for the purpose of proper coordination with the subcontractor;
- c) to make all relevant information available to the subcontractor and, in general, offer appropriate support, e.g. in the form of participation in meetings, making room facilities available, when required, providing help in settling difficulties of an administrative nature, etc...;
- d) to inform the subcontractor of the items which have been agreed for funding, the total amount which is to be made available (an explanation shall be given if the figure is different to the total amount estimated), the amounts available currently and the step(s) to which they relate.
The National Member/Committee shall address to its subcontractor a contract and to its monopolistic subcontractor at least a Form C (see model to be adapted to individual cases in Annex 3) to be returned duly completed and signed;
- e) to inform the subcontractor when the first stage of funding has been made available by CCMC;
- f) to pay the responsible subcontractor for the execution of the tasks defined in the Specific Agreements in accordance with the following provisions:
 - 1) At the request of the National Member/Committee, the subcontractor will invoice the National Member/Committee, in Euros (EUR), applying the relevant VAT legislation. The invoice shall refer to the Technical Committee, the project (specific agreement) references, the steps to which payment relates and the amount ;
Invoices should also include the obligatory information as listed on the European Commission website:
 - o http://ec.europa.eu/taxation_customs/taxation/vat/traders/invoicing_rules/article_1733_en.htm#item_1.4.1Mandatory content of invoice is also given on the CEN Costs Control Platform and in Annex 4.
 - 2) Provided the corresponding invoice has been duly received from the subcontractor, the National Member/Committee will reimburse the subcontractor amounts due within 60 days of receipt of the corresponding funds from the CCMC;
- g) in the case where a subcontractor responsible for the execution of certain tasks in accordance with the provisions of a specific agreement and of the present Guidelines wishes to terminate its participation in the work, the National Member/Committee will:
 - 1) assess the work already done, and lead the discussions for the evaluation of the repartition of the funding due to the "outgoing" subcontractor for the work already done, on the one hand, and to the "incoming" subcontractor on the other hand;

- 2) proceed to the negotiation for the attribution of the work to another subcontractor and, where needed, apply the public procurement rules;
- 3) assist in the interim management of the programme of work;
- 4) not sign a contract before the EC approved the selection procedure of the new selected subcontractor.

6. Disbursement of funds

If following negotiations with EC/EFTA, the amounts which have been funded constitute less than the original estimated costs then any general shortfall will normally be applied equally to the National Member/Committee as well as its subcontractor(s) as defined in Article 4.1 of the specific agreement (i.e. if only 70 % funding is accepted then the TC as well as the subcontractors will receive funding for only 70 % of their costs).

However, a subcontractor may reserve the right to revoke its decision to take on the work if the amount to be paid is less than estimated and additional funding to make up for the shortfall cannot be realized.

7. Settlement of disputes

In case of dispute, the parties shall strive to reach an amicable settlement, if necessary with the help of an arbitration panel consisting of:

- one nominee from each of the parties, and the related National Member/Committee when the subcontractor is a non-National Member/Committee;
- a representative of a National Member/Committee not involved as party of the dispute, appointed by common agreement of the parties, acting as chairman of the panel.

The decision taken by the arbitration panel shall be final, notwithstanding Annex A of the CEN/CENELEC Internal Regulations related to the appeal procedure.

8. Application

This Guide shall apply to all the Specific Agreements including grant agreement for "Translation Actions" signed under the above-mentioned Framework Partnership Agreements.

9. Duration

These Guidelines are applicable for the period covering the execution of those Specific Agreements mentioned in Article 8. They may be amended or withdrawn by CEN/CA and/or CENELEC/AG.

Any question concerning the implementation of the Guidelines have to be referred to the SA Unit Manager in CCMC.

FPA 2009

Guidelines to prepare a Quotation for specific agreement for an action

CCMC prepares this document on the basis of the EC DG ENTR Evaluators Quotation checklist worked out in collaboration with EC DG ENTR.

EC warning: *The Commission is entitled to reject a proposal and to declare it inadmissible if its third version should still be deficient with respect to the EC requests to modify the originally submitted version (1st version). The period of inadmissibility is 12 months (starting on the date of the EC rejection letter).*

This measure only applies if the EC requests for modification/clarification remain stable and are not altered (EC reaction to first and second proposal version). If EC requests are not stable, apply this rule in analogy.

- 1.)
- 2.) **To be filled in by CCMC**
- 3.)

Technical annex - *To be prepared by TC or WS secretariat.*

4. Context

Mandate, Commission request, industry/sectorial request, general policy, political, commercial context...

Why are we doing now?

If the proposal supports EC legislation or policies: the proposal shall provide sufficient understandable details to the link to legislation and policies addressed.

If the proposal is a response to

- 1) *a standardisation mandate: the link to all aspect of the mandates shall be made clear (e.g. references to the sections/articles of the mandate);*
- 2) *a specific EC work programme (e.g. ICT work programme - ENTR D4): the link between the proposed work and the work programme shall be clearly explained.*

5. Objectives and impact

5.1 Objectives

Objectives of the project. What is the project aiming at?

The proposal shall set out the objective(s) clearly (e.g. indent listing) and comprehensively.

5.2 Relevance

General description and relevance of the work to the context described above.

Is/are the objective(s) in line with the relevance statement of the proposal?

Does the work proposed allow to meet this/these objective(s)?

5.3 Indicators *i.e. some indicators which show the relevance of the project to European standardisation and to European policies such as:*

- Number of stakeholders involved
- Number of participants in a visibility action or a workshop
- CEN National Member and the CENELEC National Committees involved
- Standardisation organisations involved
- Number and type of standardisation deliverables....

The indicators have to be adapted to the type of work proposed and the specific actors.

5.4 Impact

Impact of the project in the related field. When the project will be completed, what will be the impact on the industry, on the market concerned?

6. Description of the different tasks

6.1 Introduction

General list and aim of the tasks/standards

The work has to be comprehensively and clearly (continuous numbering) broken down in subunits (e.g. tasks).

6.2 Scope

- Detailed description of each task/standard
- Delivery date

The subunits of work/tasks shall be described in sufficient details (e.g. do they justify the resource claims in FPA template point 7?).

6.3 Workplan & Milestones

- Description of the Work program (number and relevance of meetings)
- What will be done, by whom, how the project will be organized?
- Estimated schedule of tasks and milestones

The phasing of the subunits have to convince that the work could be finished within the timeframe foreseen.

The duration of the work has to be compatible with the EC needs (e.g. EC needs: entry into force of legislation, see specifications of the mandate, no more than 36 months for standard development...).

6.4 Deliverables

Description of deliverables to provide – at payment stage or between payment stages

If the routine deliverables as defined by the FPA Art. 1.7.3 are not sufficient to control the progress of the work, additional deliverables (not necessarily linked to a payment) shall be added.

7. Execution of the different tasks - Structure and Resource Requirements

7.0 Organisation & relationship

- TC, WGs, project team, NSBs, subcontracting... (structure of the project)

The organisation of the project partnership/partners' inter-relationship shall be clearly explained and resumed in a comprehensive organisational chart.

7.1 Staff member

- Description of staff member tasks
- Budget estimate

- n° of man-days requested by NSB (intervening in the phase before consensus-building and in the formal processing of the draft standard)

For orientation see Annex 1.1a (average claims for standard development – human resources and type of meetings).

In case of claims exceeding the orientation values: the excess has to be justified.

7.2 Travel costs (only staff member)

- Number of staff member travels and purpose of the travels
- Budget estimate
- The need for European/international travelling shall be explained and linked to the work/objective(s) (e.g. are travels relevant in order to achieve the objective(s)?).

7.3 Equipment necessary to implement the action

- Description and necessity of the equipment related to project (ex: either equipment rent cost or depreciation)
- Budget estimate

7.4 Cost of consumables and supplies necessary to implement the action

- Description and necessity of the consumable related to project (ex: stationary, photocopies, office material and multi-client studies to the extent that they can be related to the action, etc.)
- Budget estimate

7.5 Other costs and services necessary to implement the action

- Description and necessity of other costs related to project (ex: dissemination of information, specific evaluation of the action, translations, reproduction, financial guarantees, etc.)
- Budget estimate

7.6 Subcontracting to external organizations

- Substantive justification of the need for subcontracting
- Tasks of the subcontractor(s)
- Budget estimate
- N° of man-days requested by subcontractors (e.g. experts)
- Is the procedure for subcontracting compliant with provisions of FPA procurement procedure?
 - a) Subcontractor selected: is "call for tender report" provided?
 - b) Otherwise: is description of procurement information/ call added?
- Are man-day rates exceeding € 750 justified?
- For the specific case of Associated Bodies ("monopolistic subcontractors"):
 - a) does the subcontract distinguish between days for project management and days for administrative support? (EC should not accept that technical and admin. support are reimbursed at the same level!)
 - b) if the daily rates exceed the rates agreed for the respective NSB, it has to be justified.
- The need for European/international travelling shall be explained and linked to the work/objective(s) (e.g. are travels relevant in order to achieve the objective(s)?).

Financial annex

These tables can be downloaded from the Cost Control Platform or requested to CCMC SA Unit Officers.

8.3 Detailed estimated budget of the action (Members)

Use **only** man-day rates in agreement with the valid version of the FPA.

FLAT-RATE FINANCING

Rubrique	Work item number.	Partner / Partner's member	Project mgt man-days	Scale of unit cost €/man-day	Admin. Support man-days	Scale of unit cost €/man-day	Project management costs	Administr. support costs	Subvention scales of unit costs
(1a)	(1b)	(1c)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
							(2) x (3)	(4) x (5)	(6) + (7)
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0	0,00	0	0,00	0,00	0,00	0,00
			0		0		0,00	0,00	0,00

PERCENTAGE REIMBURSEMENT OF THE ELIGIBLE COSTS

Rubrique	Work item number.	Partner / Partner's member	Travel costs of staff members	Equipment costs	Consumables and supplies costs	Subcontracting to external organisations	Total eligible costs
(1a)	(1b)	(1c)	(9)	(10)	(11)	(12)	(13)
							Sum (9)to(12)
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
yyyy/xx,z		ESO/NSB	0,00	0,00	0,00	0,00	0,00
			0,00	0,00	0,00	0,00	0,00

8.4 Subcontracting

Partner's members' subcontracting

Partner's member	Expert/organisation Name (if already known)	Daily rate	Number of man-days	Total	Travel budget	Others (Supplies, Consumables, Subcontracting...)	Total cost
NSB1		0,00	0	0,00	0,00	0,00	0,00
NSB1		0,00	0	0,00	0,00	0,00	0,00
	Subtotal						
NSB2		0,00	0	0,00	0,00	0,00	0,00
NSB2		0,00	0	0,00	0,00	0,00	0,00
NSB2		0,00	0	0,00	0,00	0,00	0,00
	Subtotal						
	Total		0	0,00	0,00	0,00	0,00

Other subcontracting

	Expert/organisation Name (if already known)	Daily	Number	Total	Travel	Others	Total cost
		0,00	0	0,00	0,00	0,00	0,00
		0,00	0	0,00	0,00	0,00	0,00
		0,00	0	0,00	0,00	0,00	0,00
	Total		0	0,00	0,00	0,00	0,00

8.5 Definition of the deliverables

Contract item	Work item number	Work item Title	Expected publication date
yyyy/nn	N/A	Interim report (Progress):	
	N/A	Final report including	
	00nn,,,	<i>title</i>	

Is the content of the deliverables clearly defined?

FORMAL PROCESSING OF DRAFTS FOR APPROVAL AS "EN"

The entire process consists of two phases: Phase one is the preparation phase, while phase two is the consensus building phase. The first draft is the start of the consensus building phase.

Project teams are not involved in the consensus building. They can participate as independent experts from their own country, but as a project team they are not involved. Their only, yet highly important, task is to investigate the feasibility of standardisation and to prepare a first draft of the standard. These steps are not part of the consensus process.

The actual consensus process starts as soon as the work of the project teams is finished.

Prior to the consensus process, the TC secretariat is involved in:

- The selection process of the experts
- Ensuring the adequate reporting of the project teams
- Preparation of the contracts with the experts
- Administration of payments to the experts
- Management of the deliverables of the experts
- Facilitating the decision making process of the TC

We would like to emphasize the importance of the consensus building process over the process of coming to the first draft of a standard. Before a standard is supported by the market, it would need broad consensus. Even a document that is perfect from a technical perspective would need a check for the fitness of use and require the acceptance of the market. Without these, the document will not reach the status of a standard.

In order to clarify the amount of work that is requested of the TC secretariat in the consensus building phase, the following overview is provided:

1. Preparation of the new work item proposal (the proposal for new standardisation work has to be formally accepted by the TC):
 - a. The proposal has to be prepared in the correct CEN format
 - b. The ballot has to be launched
 - c. The ballot results have to be collected
 - d. The result of the ballot has to be calculated and presented to the TC
 - e. The new work item proposal has to be registered in the CEN system
2. First commenting:
 - a. The document as composed by the experts has to be re-formatted to fit the CEN format for standards
 - b. The comments from members have to be collected
 - c. The comments have to be sent to the project editor
 - d. The resolved comments have to be presented to the TC
 - e. The document has to be edited to take the resolved comments into account
3. Enquiry phase (optional in case of a CEN/TS or CEN/TR, mandatory in case of an EN):
 - a. The Enquiry has to be launched
 - b. The Enquiry results have to be collected
 - c. The result of the Enquiry has to be calculated and presented to the TC
 - d. The comments from members have to be collected
 - e. The comments have to be sent to the project editor
 - f. The resolved comments have to be presented to the TC

- g. The document has to be edited to take the resolved comments into account
4. Formal Vote
 - a. The Formal Vote has to be launched
 - b. The Formal Vote results have to be collected
 - c. The result of the Enquiry has to be calculated and presented to the TC
 - d. The comments from members have to be collected
 - e. The comments have to be sent to the project editor
 - f. The resolved comments have to be presented to the TC
 - g. The document has to be edited to take the resolved comments into account
 5. Publication
 - a. The document has to be formatted to exactly fit the CEN format for standards
 - b. Possibly, amendments or corrections are necessary for the correct functioning of the standard
 6. General coordination issues
 - a. Any deviation from the normal flow of work
 - b. Any questions arising from the work
 - c. Coordination between work items
 - d. Other issues

Thus, calculating for the average time that is required for the TC secretariat to deliver one work item:

	TC Sec	AdmSup	Drafting
Average man-days	25	12	65

The drafting of a work item can be performed by either a WG or by a PT. In some cases the drafting can also be in the hands of the TC.

Quotation form for specific agreement for translations

NSBs	TPM/AS	Number of Man/Days (*)	Scales of Unit	Total	Subcontracting	Total	Nr of Standards to be translated (**)
	TPM			0		0	
	AS			0			
	Total	0		0	0		

() Only NSBs/NCs having their scales of unit annexed to the FPA 2009 or to its amendment(s) are entitled to get funds for their staff costs.*

*(**) Candidate harmonized standards and/or any standards linked to EU policies, directives, mandates.*

Subcontracting – Procurement procedure

Ref. FPA 2009 - *Articles I.13.2 and I.13.3*

Thresholds for contract value < EUR 60.000

- Payments <= EUR 500 => payments against invoices
- Payments <= EUR 5 000 => one single tender
- Payments <= EUR 25 000 => consultation of at least three candidates
- Payments <= EUR 60 000 => consultation of at least five candidates.

Extract from EC FAQ

Which are the minimum requirements to follow while launching an open call for tender exceeding € 60 000?

In case of procurement contracts, the beneficiary must comply to the conditions of Article I.13.2. and the procurement rules contained in Title V of the Financial Regulation. This implies the following:

- a) Publication of the call for tender on ESO's website and/or the websites of ESO's Member/Committees.
- b) The specifications of the tender must clearly detail:
 - The tasks to be executed
 - The submission deadline (minimum: **52 calendar days after the publication**)
 - The selection criteria
 - The award criteria
 - The way to submit the technical & financial offer
 - The procedure for submission of the offer
- c) Appointment of an opening committee and of an evaluation committee.
- d) Open the bids after the submission deadline and verify if the submission date has been respected.
- e) Minutes of opening session.
- f) Evaluation of the offer + evaluation report including the award decision.

Which documents should the ESO's submit with regard to the evaluation of their selection procedure of the subcontractors?

- a) ToR of the call for tender
- b) Evidence of the publication
- c) Offers
- d) Minutes of selection procedure

Model

CEN Form C - Accession Form model (for monopoly subcontractors)

FORM C
DECLARATION OF ACCESSION TO SPECIFIC GRANT AGREEMENT SA/CEN/ENTR/.../yyyy/nn

Ref.: Framework Partnership Agreements FPA/CEN/ENTR/2009/C(2008)8758 of 2009-04-02 and FPA/CEN/EFTA/2009/1092843 of 2009-11-16 respectively signed between CEN and the European Commission and CEN and EFTA.

[Subcontractor name] ("the co-beneficiary"), represented for the purpose hereof by Mr(s) *[First name] [Name],[Title]*, established in *[full address]*, hereby consents to become a co-beneficiary to specific grant agreement Nr *[contract reference]* (relating to project *[standardisation field]*) concluded between the Commission of the European Communities ("the Commission") and the "European Committee for Standardization (CEN) AISBL" established in avenue Marnix 17 – B -1000 Brussels ("the beneficiary"), of which the co-beneficiary is a subcontractor of its National Member, *[NSB name]*.

The co-beneficiary herewith accepts all rights and obligations of a beneficiary to the action.

The co-beneficiary further acknowledges and accepts the terms of the Framework Partnership Agreement, concluded between the Partner – in name of its Member– and the Commission on 2 april 2009, and assumes the rights and obligations following from it in relation to the eligibility to Community funding in general and to this specific grant agreement in particular.

The rights and obligations following from the Framework Partnership agreement include in particular to:

- agree upon appropriate arrangements with the Partner's Member for the proper performance of the action;
- forward to the Partner's Member the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
- ensure that all information to be provided to the Commission is sent via the Partner's Member, save where the agreement specifically stipulates otherwise;
- inform the Partner's Member immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- inform the Partner's Member of transfers between headings of eligible costs, as provided in the specific agreement;
- provide all information necessary to comply with the cost control strategy as defined in Annex I.B;
- provide the Partner's Member with all the necessary documents in the event of audits, checks of evaluations, as described in Articles I.14.1 concerning the Cost Control Platform, II.20 and II.7;
- comply with the conditions of article I.13 and II.10 where the execution of the tasks is subcontracted to third parties by the co-beneficiary;
- facilitate the checks and audits as foreseen in Article II.20 of the Framework.

Done in 2 copies, of which one shall be kept by the Partner's Member, *[NSB name]* and one by the subcontractor, a copy being loaded on the Cost Control Platform by the Partner's Member.

Name of Legal Entity *[Subcontractor name]*
Name of legal representative(s): *[First name] [Name],[Title]*
Signature of legal representative(s):

Date:

Stamp of the organisation

c.c. copy of EC/CEN contract

Form to be returned to *[NSB name]* – *[Department]*: *[Addressee name]*

Model

CENELEC Form C - Accession Form model (for monopoly subcontractors)

FORM C

DECLARATION OF ACCESSION TO SPECIFIC GRANT AGREEMENT SA/CENELEC/ENTR/.../yyyy/nn

Ref.: Framework Partnership Agreements FPA/CENELEC/ENTR/2009/C(2008)8758 of 2009-04-14 and FPA between CENELEC and EFTA of 2009-10-12 respectively signed between CENELEC and the European Commission and CENELEC and EFTA.

[Subcontractor name] ("the co-beneficiary"), represented for the purpose hereof by Mr(s) *[First name] [Name],[Title]*, established in *[full address]*, hereby consents to become a co-beneficiary to specific *grant agreement* Nr *[contract reference]* (relating to project *[standardisation field]*) concluded between the Commission of the European Communities ("the Commission") and the "European Committee for Standardization (CEN) AISBL" established in avenue Marnix 17 – B -1000 Brussels ("the beneficiary"), of which the co-beneficiary is a subcontractor of its National Member, *[NSB name]*.

The co-beneficiary herewith accepts all rights and obligations of a beneficiary to the action.

The co-beneficiary further acknowledges and accepts the terms of the Framework Partnership Agreement, concluded between the Partner – in name of its Member– and the Commission on 14 April 2009, and assumes the rights and obligations following from it in relation to the eligibility to Community funding in general and to this specific grant agreement in particular.

The rights and obligations following from the Framework Partnership agreement include in particular to:

- agree upon appropriate arrangements with the Partner's Member for the proper performance of the action;
- forward to the Partner's Member the data needed to draw up the reports, financial statements and other documents provided for in the agreement including its Annexes;
- ensure that all information to be provided to the Commission is sent via the Partner's Member, save where the agreement specifically stipulates otherwise;
- inform the Partner's Member immediately of any event liable to substantially affect or delay the implementation of the action of which they are aware;
- inform the Partner's Member of transfers between headings of eligible costs, as provided in the specific agreement;
- provide all information necessary to comply with the cost control strategy as defined in Annex I.B;
- provide the Partner's Member with all the necessary documents in the event of audits, checks of evaluations, as described in Articles I.14.1 concerning the Cost Control Platform, II.20 and II.7;
- comply with the conditions of article I.13 and II.10 where the execution of the tasks is subcontracted to third parties by the co-beneficiary;
- facilitate the checks and audits as foreseen in Article II.20 of the Framework.

Done in 2 copies, of which one shall be kept by the Partner's Member, *[NSB name]* and one by the subcontractor, a copy being loaded on the Cost Control Platform by the Partner's Member.

Name of Legal Entity *[Subcontractor name]*

Name of legal representative(s): *[First name] [Name],[Title]*

Signature of legal representative(s):

Date:

Stamp of the organisation

c.c. copy of EC/CENELEC contract

Form to be returned to *[NSB name]* – *[Department]*: *[Addressee name]*

Content of an invoice – 2010-02-03 – EC DG ENTR I3

Supplier information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
Full name of the supplier	
Full address of the supplier	
The VAT identification number of the supplier in accordance with ISO Standard under which he supplied the goods and services (for all member states except Bulgaria)	<p>For Bulgaria, Cyprus, Germany, Greece, Romania, Slovakia:</p> <p>Tax reference number of the supplier, in other cases, where your country refrains from allocating a VAT identification number in accordance with ISO Standard for certain cases</p>
	<p>For Belgium, Cyprus, Denmark, Estonia, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Netherlands, Poland Portugal, Romania, Slovenia:</p> <ul style="list-style-type: none"> • Full name of tax representative (if any) of the supplier where the person liable to pay VAT is the tax representative, • Full address of the tax representative (if any) of the supplier where the person liable to pay VAT is the tax representative, • VAT identification number of the fiscal representative in accordance with ISO Standard (if any) of the supplier where the person liable to pay the VAT is the tax representative.

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
Full name of the customer	
Full address of the customer	
The VAT identification number of the customer in accordance with ISO Standard where the customer is liable to pay the VAT or in case of intra-Community supplies (except for Bulgaria)	<p>For Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Germany, Greece, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovak Republic, Spain:</p> <p>The VAT identification number of the customer in other cases than general rule.</p>
	<p>For Belgium, Cyprus, Estonia, Greece, Hungary, Italy, Latvia, Lithuania, Netherlands, Poland, Portugal, Romania, Slovenia:</p> <ul style="list-style-type: none"> • Full name of the tax representative (if any) of the customer where the person liable to pay VAT is the tax representative • Full address of the tax representative (if any) of the customer where the person liable to pay VAT is the tax representative • VAT identification number of the fiscal representative (if any) the customer where the person liable to pay the VAT is the tax representative

Customer information

Content information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
<ul style="list-style-type: none"> • Sequential number based on one or more series, which uniquely identifies the invoice • Date of issue of the invoice • Date on which the supply of goods or services was made or completed or the date on which the payment on account was made before any supply, insofar as that a date can be determined and differs from the date of issue of the invoice (except for Bulgaria) • Description/nature of the goods or services • Quantity of the goods supplied or the extent and nature of the services rendered • Price per unit (excluding VAT) (except for Germany) • Any discounts or rebates, not included in the unit price (except for Austria) • Taxable amount per VAT rate or exemption • VAT rate(s) applied • Total VAT amount 	<p>Where an exemption is involved or where the customer is liable to pay the tax further information should be given accordingly :</p> <ul style="list-style-type: none"> • Reference to the appropriate provision of the Sixth directive for: Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France Germany, Ireland Lithuania Luxembourg, Netherlands, Poland, Portugal, Sweden, Spain, UK <p>OR</p> <ul style="list-style-type: none"> • Reference to the corresponding national provision for: Czech Republic, Greece, Hungary, Italy, Latvia, Malta, Slovak Republic, Slovenia, Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France Germany, Ireland Lithuania Luxembourg, Netherlands, Poland, Portugal, Sweden, Spain, UK <p>OR</p> <ul style="list-style-type: none"> • Any indication that the supply is exempt or subject to the reverse charge procedure for: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Finland, France Germany, Greece, Hungary, Ireland, Luxembourg, Malta, Portugal, Romania, Netherlands, Poland, Sweden, Spain, UK
	<p>For Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France Greece, Hungary, Ireland, Italy, Malta, Netherlands, Latvia, Lithuania, Luxembourg, Poland, Portugal, Romania, Slovak Republic, Slovenia, Sweden, Spain, UK:</p> <p>Obligation to mention the amounts on the invoice in the local currency</p>
	<p>For Bulgaria, Greece, Hungary, Lithuania, Poland, Romania, UK:</p> <p>Obligation to issue the invoice in one of the official languages</p>

WARNING: *the issuer of the invoice should follow the VAT legislation in force at the time the invoice is issued.*



**GENERAL RULES FOR THE ESTABLISHMENT
AND FUNCTIONING OF A PROJECT TEAM**

These rules have been put into practice as from 1992-06-24 – BT Res. 66/1992.

1 **THE CONCEPT OF PROJECT TEAM (PT)**

Besides the well-known Technical Bodies such as TC and WG which are involved in the preparation of European Standards (EN, ENV, HD), there is a need to bring together for (a) specified period(s) of time a limited number of technical experts to complete specified tasks.

Such a light working structure is given the name "Project Team", abbreviated to PT.

The experts participating in PT work are preferably full time members, but may also do it on a part time basis if this is felt necessary to secure the relevant expertise.

2 **TYPES OF WORK ASSIGNED TO A PT**

A Project Team is created for each or all of the following purposes:

- To prepare a draft programme of work (e.g. of a TC, a WG) when reference documents do not exist, for proposal to a TC if relevant, before ratification by the BT or a BTS;
- To provide support to a TC on (a) specific and delimited task(s)
- To carry out a study or investigation and to produce a Report with Recommendations to CEN/BT, BTSs or TCs.

3 **PROPOSAL FOR A PT**

Proposals to establish Project Teams are made by BT, a BTS, a TC as well as the CEN Secretary General (SG).

The proposal submitted by the originator shall include the proposed "Terms of Reference" of the PT, its proposed scope and the expected "deliverables" with corresponding target dates, as well as the required resources.

The originators shall also indicate the priority accorded to the request, due justification why a project team approach has to be used and the corresponding funding.



TERMS OF REFERENCE OF A PT

The proposal for a PT shall provide the necessary information to enable a good understanding of the expected task(s) and the corresponding outcome.

They must at least contain the following chapters :

- 1) Title of the Project Team to be established
- 2) Subject and Scope
- 3) Justification of a PT
- 4) Reference authority (entities in charge of the follow-up of action):
BT, BTS, TC or SG
- 5) General context/Background/Environment
- 6) Work plan, including duration and target dates
- 7) Manpower (in man-days or man-months)
- 8) Characteristics of the expertise required and criteria for selection of candidates
- 9) Expected deliverable(s).

If relevant, and according to the type of work assignment, the Terms of Reference should also provide information about the following : Reference specifications and documents, Reference connected working bodies.

5 APPROVAL AND ESTABLISHMENT OF A PT

A proposal for a Project Team needs sufficient support and formal approval at its management level (BT, BTS, SG). When a proposal for PT emanates from a TC, the PT Terms of Reference and its establishment shall be approved by BT or by the relevant BTS.

6 MANAGEMENT OF A PT

The supervision of the PT work lies within the responsibility of the CEN Secretary General.

Where appropriate, this responsibility is delegated to a CEN/TC for the relevant subject matter.

The CEN Secretary General is responsible for the recruitment of the participants in a Project Team. Call for applications to a PT is notified to the CEN Member bodies with a time limit of 2 months.

The CEN/SG, assisted by a Selection Committee, selects the best qualified candidates from the applications received, following consultation with the Chairman of the reference authority or relevant management level. The Chairman of the reference authority cannot take part in the Selection Committee if he is candidate to the Project Team.

To speed up the process, search for experts PT may begin in advance of formal authorization, provided that no commitment is yet made by the CEN/SG.

When responsibility is delegated to a CEN/TC for the relevant subject matter, the establishment and management of a PT is organized in accordance with additional rules to be elaborated as indicated in the Addendum to these General rules.



Contracts will only be signed with companies, in principle not with individuals. These companies bear total legal liability for the expert(s) from their companies and for the good execution of the work contracted.

The CEN/SG may terminate a contract if he has evidence that a PT expert is not fulfilling his/her contractual requirements or his/her performance is deficient. In general, the SG will resolve the problems arisen with the organisation providing the expert before cancelling a contract.

The PT shall be disbanded when his tasks are completed.

7 RULES FOR FINANCING OF PROJECT TEAM

The Project Team members shall produce an invoice for each payment to be made by the CEN/CS. The CEN/CS commits itself to make the payments as rapidly as possible. However it can only make the payments after it has received the payment from the sponsoring body (e.g. CEC, EFTA Secretariat, private interest groups, etc.).

8 ADDITIONAL RULES

For PT whose work is subject to technical approval of a CEN/TC, specific rules in addition to these general rules shall be elaborated. They should respect the model for Addendum foreseen to that effect.

ABBREVIATIONS CONTAINED IN THIS DOCUMENT :

BT	= CEN Technical Board
BTS	= Technical Sector Board
CS	= CEN Central Secretariat
EN	= European Standard
ENV	= European Prestandard
HD	= Harmonization Document
PT	= Project Team
SG	= CEN Secretary General
TC	= Technical Committee
WG	= Working Group

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**ADDENDUM TO GENERAL RULES FOR THE ESTABLISHMENT AND FUNCTIONING
OF A PROJECT TEAM, IN THE CASE OF DELEGATION OF RESPONSIBILITY TO A CEN/TC**

- NOTE :- This ADDENDUM is specific to Project Team <identifier> in charge of <subject>, to be applied in conjunction with the General rules for the establishment and functioning of a PT.
- Clause A5 means addendum to clause 5 of the General rules.

A5. APPROVAL AND ESTABLISHMENT OF THE PT <identifier> in charge of <subject>

The proposal for the establishment of the PT was made by CEN/TC ..., through its resolution _____. The Terms of Reference of the requested PT are contained in document CEN/TC ____N....

After the approval by the BT <or by BTS..>, TC ... organizes the PT and commits itself to the quality of the PT work. This implies, inter alia, commitment in reviewing the result of the PT work.

A6. MANAGEMENT OF THE PT <identifier>

Supervision of the PT work lies within the responsibility of the CEN secretary General, delegated to the Secretariat of CEN/TC ... who is responsible for the administrative procedure and payment of the PT experts.

Technical approval of the result of the PT work lies within CEN/TC

Technical monitoring of the PT work is the responsibility of CEN/TC

The Chairman and Secretariat of CEN/TC ... are responsible for the recruitment of the participants in the Project Team, under the supervision of the CEN Secretary General or his representative(s).

The call for applications to the PT is made by the Secretariat of the TC.
CEN Member bodies are ex-officio addressees of this call for experts.

The best qualified candidates are selected from the applications received. This selection is made by a Selection committee set up by the TC. Members of this committee includes the following :

- a representative of this CEN Secretary General (a staff of the CEN/CS),
- the Chairman and the Secretary of the TC, if they are not candidate to the PT,
- the Convenor of the TC .../WG <to name> or <WG responsible for work item>.

The Selection committee may be assisted in this task by a few specialists who have a good knowledge of the subject concerned and its industrial and standardization environment. These specialists shall not be candidates to the PT.

The Selection committee will report on its selection to the TC for final decision.

Contracts will only be signed with companies, in principle not with individuals. These companies bear total legal liability for the expert(s) from their companies and for the good execution of the work contracted.

One signatory of the contract is the responsible person of the CEN member holding the Secretariat of the TC, the other signatory is the relevant management level of the organisation providing the expert.



After consulting CEN/SG and BT <or BTS __>, the CEN member holding the TC Secretariat may terminate a contract if it has evidence that a PT expert is not fulfilling his/her contractual requirements or his/her performance is deficient. In general, the problems arisen should be resolved with the organization providing the expert before cancelling a contract.

The TC Chairman and Secretariat have the duty of reporting to the CEN/SG and BT <or BTS __> on the progress of the work contracted and on any problems relative to its execution.

TC Chairman and Secretariat who become experts in a PT shall resign from their duties until the PT completes its tasks.



<Model for Terms of Reference>

Document CEN/TC nnn N ...

TERMS OF REFERENCE

1. TITLE : PROJECT TEAM CEN/TC nnn/PT nnn (*title of PT*).
(*reference of the mandate, if relevant*).

2. SUBJECT/SCOPE :

(*to be filled in*)

3. REFERENCE AUTHORITIES IN CEN :

Supervision : CEN Central Secretariat,
Technical approval : CEN/TC nnn

4. BACKGROUND/ENVIRONMENT/GENERAL CONTEXT :

(*to be filled in*)

5. CONNECTED WORKING BODIES :

(*to be filled in*)

6. WORK PLANNING :

6.1 Calendar

Provisional starting

yyyy-mm-dd

Draft

yyyy-mm-dd

Draft submitted to TC nnn

yyyy-mm-dd

Draft approved by TC nnn

yyyy-mm-dd

(* means targeted approval date)



7. MANPOWER (in man-months) :

Number of experts required.
Workload evaluated in man-months for each expert.

(to be further detailed)

8. EXTERNAL CONSTRAINTS

9. EXPECTED DELIVERABLES :

Draft for standard: *(title of the EN or ENV to be filled in)*

10. EXPERTISE REQUIRED

Skills profile :

Candidate may be from an industrial, or academic background, and should currently be working as an expert in the field of ... *(to be filled in)* ...

The range of specific expertise to be covered by members of the team must include :

(to be filled in).



<Model for application form>

APPLICATION FORM

to be returned to :
CEN
Secretary General
Address:

before : yyyy-mm-dd

(or in case of delegation to TC)
Secretariat of CEN/TC nnn
Address :

1. PROPOSED EXPERTISE FOR CEN/TC nnn/PT ... :
(title)

2. NAME :

COMPANY

ADDRESS

TEL :

TX :

FAX :

TTX :

3. AVAILABILITY

MONTH						
DATES (refer to the work planning)						
Complementary information :						

NOTE : For periods of non-availability, it is advisable to distinguish between fixed and flexible non-availability.

4. CURRICULUM EXTRACTS & EXPERIENCE RELEVANT TO THIS PT :

(continue, if necessary, on a separate page)

Date :

Signature :