

**Terms of Reference for Specific Contract**

**EUSPA/OP/19/26/Lot 1/SC 1**

**“Administrative support services”**

**(request for a Specific Contract)**

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## 1 PURPOSE OF SPECIFIC CONTRACT 1 UNDER LOT 1

In line with the conditions of Framework Contract no. EUSPA/OP/19/26/LOT1 “Administrative support services (unclassified)” (hereinafter referred to as “the FWC”), for the implementation of the activities related to the FWC, herewith EUSPA requests the Contractor to submit an offer for Specific Contract 1 (hereinafter referred to as “SC1”, “SC”) in accordance with the present Terms of Reference (hereinafter referred to as “ToR” for Specific Contract 1.

## 2 TASKS DEFINITION

The definitions of the activities to be conducted under Lot 1 Specific Contract 1 tasks, the expected deliveries for each SC task, as well as the dedicated requirements are duly in line with the requirements specified in section 3.1 of the Tender Specification , annexed to the FWC (Annex II.II), complemented and particularised, as relevant by the specific requirements defined in these Terms of Reference.

The mode of implementation of each specific contract task - in Planned Deliverables Mode or Deliverable on Demand Mode is later specified (see §2.2).

### 2.1 Implementation Mode per Specific Contract task and Indicative / Maximum Effort

Table 1 lists the tasks to be executed in the frame of SC1. It defines:

- ‘**PDM/DoDM**’ column defines the mode through which the respective tasks to be covered by the specific contract are to be implemented (i.e., Planned Deliverables Mode or Deliverable on Demand Mode as defined in Article II.1 of the Framework Contract / section 3.1.3 of the Tender Specifications constituting Annex II.II to the FWC)
- ‘**Indicative/Maximum effort**’ column provides
  - o the **Indicative** level of effort required for the SC Tasks to be implemented in PDM; the **indicative effort** for each deliverable is provided in Appendix A
  - o the maximum effort allocated in the Specific Contract for the SC Tasks to be implemented in DoD mode;
- The relevant technical officer from EUSPA for each task
- ‘**Component**’ column defines the Space Programme component to which each task apply and is funded;

Where the tasks are indicated in Planned Deliverables Mode (PDM) the list of deliverables and requested delivery schedule are specified in Appendix A .

EUSPA requires the contractor to compose and dimension the team of Service Providers that will be engaged in the deliverables’ production in accordance with the needs and requirements to perform each Task / produce each deliverable, as described in these ToR and its Appendix A.

**Table 1: Task Description**

FWC Task ID	SC Task ID	PDM/DoD	SC Task Description	Indicative /Maximum effort (person-hours)	EUSPA technical Officer	Place of performance	Programme Component
1	1.1	PDM	Administrative and operational support to financial activities	881.64	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.2	PDM	Administrative and operational support to accounting	882	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.3	PDM	Administrative and operational support related to engineering activities	402	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.4	PDM	Administrative and operational support related to MDI activities	1272	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.5	PDM	Digital collaboration and ICT management support	441	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.6	DoD	Administrative and operational support to FIN activities	441	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.7	DoD	Administrative and operational support related to accounting	220.5	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.8	DoD	Administrative and operational support related to MDI activities	220.5	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.9	DoD	Digital collaboration and ICT management support	110.25	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
1	1.10	PDM	Administrative and operational support to PMOQ	441	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
2	2.1	PDM	Meeting, calendar and coordination support to engineering activities	480	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
2	2.2	PDM	Meeting, calendar and coordination support related to MDI activities	480	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core

FWC Task ID	SC Task ID	PDM/DoD	SC Task Description	Indicative /Maximum effort (person-hours)	EUSPA technical Officer	Place of performance	Programme Component
2	2.3	PDM	Meeting, calendar and coordination support related to ICT activities	441	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
2	2.4	DoD	Meeting, calendar and coordination support to engineering activities	411	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
2	2.5	DoD	Meeting, calendar and coordination support to MDI activities	220.5	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
2	2.6	DoD	Digital collaboration and ICT management support	110.25	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
2	2.7	PDM	Meeting, calendar and coordination support to PMOQ	441	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.1	PDM	Welcome office - ID registrations/deregistration process	222	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.2	PDM	Welcome office - Vehicles registrations/deregistration process	180	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.3	PDM	Advisory services about Host agreement, relevant rules	30	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.4	PDM	Welcome office - document and reports management	30	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.5	PDM	Welcome office - monitoring of mailbox	42	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.6	PDM	Welcome office - VAT claims management	360	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.7	PDM	Welcome office- driving licence support	6	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.8	PDM	Welcome office- provision of induction trainings	12	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
3	3.9	DoD	Welcome office and staff relocation support	220.5	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
4	4.1	PDM	Mission support services	2200	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core

FWC Task ID	SC Task ID	PDM/DoD	SC Task Description	Indicative /Maximum effort (person-hours)	EUSPA technical Officer	Place of performance	Programme Component
5	5.1	PDM	Support in onboarding of newcomers (staff, SNEs)	1242	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.2	PDM	Document management	45	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.3	PDM	HR Compliance documentation support	36	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.4	PDM	Support in coordination of Traineeship programme	444	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.5	PDM	HR Administrative support delivery	90	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.6	PDM	Support with Internal HR process coordination	204	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.7	PDM	Support with employment contract management	390	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.8	PDM	Online HR system & tools administration	156	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.9	PDM	HR documentation, records, digital archives management	30	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.10	PDM	Support in invoice management of schools & school certificates	114	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.11	PDM	Support with employee certificates	30	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
5	5.12	DoD	HR Administration and staff lifecycle support	441	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.1	PDM	Support in organising selection procedures	2100	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core

FWC Task ID	SC Task ID	PDM/DoD	SC Task Description	Indicative /Maximum effort (person-hours)	EUSPA technical Officer	Place of performance	Programme Component
6	6.2	PDM	Support in dissemination of vacancy notices	60	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.3	PDM	Support in contract processing for employer branding (career fairs + dissemination channels)	36	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.4	PDM	Support in organising in-house training activities	450	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.5	PDM	Supporting EU Learn maintenance	480	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.6	PDM	Support in processing individual training applications	360	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.7	PDM	Support in contract processing for training activities	300	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.8	PDM	Support for organisation of Teambuilding / Team Events	72	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.9	PDM	Support in training budget monitoring	30	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.10	PDM	Regular maintenance and updates of databases and reporting files	30	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.11	PDM	Mailbox monitoring	48	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
6	6.12	DoD	Recruitment, training and learning support	220.5	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
7	7.1	PDM	Publication of tender / contract award notice/ contract modification	156	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
7	7.2	PDM	Management and filing of procurement and contracts documentation	130	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core

FWC Task ID	SC Task ID	PDM/ DoD	SC Task Description	Indicative /Maximum effort (person-hours]	EUSPA technical Officer	Place of performance	Programme Component
7	7.3	PDM	Monitoring of functional mailboxes, reporting on the received requests / inputs	96	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
7	7.4	PDM	Maintenance and update of relevant lists and databases.	52	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core
7	7.5	DoD	Administrative documentation checks	448	<i>[to be provided at SC signature]</i>	Contractor's premises - PRG	Core

## 2.2 Place of performance (Deliverable Modes)

The place of performance for the tasks in Planned Deliverables Mode and in Deliverable on Demand Mode shall in principle be the Contractor's premises, which shall be identified by the Contractor in its offer. Exceptionally, the Agency may request provision of services from its premises, to cover provision of ad-hoc activities which may not be handled remotely (e.g. filing and processing of paper documents), whereby the costs of the travel and accommodation will be covered as provided in the provisions of the Draft FWC on missions.

In accordance with Art. II.1 of FWC (definition of 'Business days' or 'working days'), the Contractor's Service Providers, whenever the service provision requires (e.g. it entails coordination with EUSPA staff for retrieval of the necessary information for databases updates, attending meetings, where minutes are to be drafted, etc.), shall follow the working days and public holidays applicable to EUSPA, and when on mission the relevant place of performance of tasks during the mission.

## 3 SCOPE OF THE SPECIFIC CONTRACT TASKS

The activities to be performed, necessary for the deliverable production, are specified in Appendix A and section 3.1 of the Tender Specification (Annex II.II to FWC).

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For the **SC tasks n. 3, n. 5 and n. 6** related to Welcome office and staff relocation support, HR Administration & staff lifecycle support and Recruitment, training & learning support, it is foreseen that deliverables may need to be provided at the EUSPA premises in Prague, Czech Republic, on an occasional basis, approximately one to two times per month, as requested.

## 4 REQUIREMENTS ON THE TEAM TO BE PROPOSED

### 4.1 Proposed Service Providers and Fixed Unit Prices

A. The Contractor's SC proposal shall be drafted as provided in Article I.3.b.2 of FWC EUSPA/OP/19/26/Lot1, as well as the Tender Specifications constituting Annex II.II to the foregoing FWC.

For the tasks in **Planned Deliverable Mode**, the price per SC Task shall be based on the prices of each deliverable, based on the Person Hourly Rates of the Service Providers proposed to be engaged in each deliverable implementation, which should not exceed the rates specified in the FWC financial Proposal (Annex I.F.1) and the number of person-hours of each Service Provider needed for each deliverable implementation.

For the tasks in **Deliverable on Demand Mode**, the price per SC Task shall be formed based on the Person Hourly Rates of the Service Providers, proposed in the FWC financial proposal, and the effort, specified in Appendix A by the Agency, for the production of the pool of deliverables that may be requested during the specific contract implementation.

*For the tasks in **Planned Deliverable Mode**, the Agency has specified in the Terms of Reference the indicative effort for the production of each requested deliverable. The Contractor may either base its Specific Contract proposal on this indicative effort, or propose alternative level of effort, whereby in the latter case it has to duly justify it in the specific contract technical proposal. The robustness and the credibility of such justification shall be assessed in the frame of the assessment of specific contract technical proposal.*

*For the tasks in **Deliverable on Demand Mode**, the Agency has specified in the Terms of Reference the effort for the production of the pool of deliverables that may be requested during the specific contract implementation. The Contractor shall base its Specific Contract proposal on this **specified effort, and may NOT propose alternative level of effort. Any deviation may lead to rejection of the tender.** (see section 15.7.2 of the TS (Important Notes).*

B. For the performance of the tasks, the Contractor shall deploy Service Providers, compliant with the requirements of section 3.1 of the Tender Specifications.

With respect to the proposed team of Service Providers:

- the proposed Service Providers shall be available from the date of the signature of the specific contract or from the date of the start of the respective SC task implementation, as defined in this ToR, whichever is later
- During the SC implementation the replacement of Service Providers for the services delivered in Deliverable Mode shall not affect the price proposed for the Deliverable production in the Specific Contract.

C. Some Deliverables production may require resources/missions that are variable in comparison to the initial expected indicative level of effort provided in these ToR. This may be due to the complexity of the particular tasks and deliverables to be produced or the inclusion of additional missions than initially foreseen. In this regard, (i) the allocation of the budget and effort between Deliverables, and (ii) the

allocation of budget for missions<sup>1</sup> and administrative support services, within one specific contract task is indicative, and the reallocation is possible without the additional communication between the Parties.

However, the (re)allocation of budget to each task can be changed according to the modalities to be identified in the SC, on the condition that the total duration of the SC, the maximum total price to be paid under it be and the budgetary allocation per component as per §8 remain unchanged, as well as, when relevant, the budget reallocation is done within the same EU Space programme component.

#### **4.2 Expertise and methods**

The contractor's proposal shall inter alia describe the implementation methods and approach as well as give an indication of the team of the Service Providers that will be engaged in the deliverables' production.

If not provided during the tendering phase, within the Contractor's tender, CVs<sup>2</sup> of the Service Providers proposed to execute the tasks shall be provided to EUSPA in the Contractor's offer for this SC for verification of profile compliance and assessment of the suitability.

#### **4.3 Language requirements**

The working language shall be English, and the Service Providers, assigned by the Contractor to the Tasks shall have proficiency in English (B2 minimum level – see section 10.3.3 of the Tender Specifications). The language skills of the Service Providers shall be indicated in the CVs to be forming part of the contractor's proposal (if not submitted with the Tender) , at a level in line with the Common European Framework of Reference for Languages (CEFR).

### **5 DURATION AND STARTING DATE/S OF THE SPECIFIC CONTRACT**

The SC1 shall enter into force on the date of its signature by the last contracting party. The execution of the tasks shall commence on 01/12/2026, or on the next working date after the SC signature, whichever is later and be concluded by 31/05/2027 or upon exhaustion of budget, whichever occurs earlier. The workplan and budget will have to be developed accordingly.

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<sup>1</sup> Without prejudice to the provisions of Article I.4.2.1 of the FWC and respecting the overall limitation of the mission costs set in the respective SC. And respecting the upper budgetary limit set out in the mission plan

<sup>2</sup> CVs shall be provided in a searchable format, i.e. like word or searchable .pdf with the exclusion of scanned files, including name and surname.

## 6 WORK PLANS AND DELIVERY SCHEDULE

The Contractor shall provide as part of the Technical Proposal for SC1 a Work Plan covering all the tasks specified in these terms of reference (§2.1) for their entire duration (§5). The workplan shall account for every deliverable as described in Appendix A and be updated on monthly basis by adding to it the schedule for the delivery of all Deliverables on Demand for which the Agency has accepted quotations during the period, and all changes of the delivery schedule of agreed with the Agency as per § 6.2 or article 2.5 of the SC .

The Work Plans shall be very synthetic and deliverables oriented and shall include the following information:

- The Delivery Item List containing the deliverables to be produced from tasks in Planned Deliverables Mode;
- SC Deliverable schedule to be used for the acceptance of the services by EUSPA (MPMs, intermediates deliveries)

whereby, the above documents updates during the SC implementation shall include also the list and schedule Deliverables on Demand, for which the Contracting Authority has accepted Contractor's quotation as per Article I.3b.3 of the Framework Contract.

The specific deliverables defined in the Workplan may be revised in terms of schedule and priority on a monthly basis or as necessary at each Progress Meeting (PM) starting from Kick-Off to reflect the schedule of the specific contract, under the condition that the overall duration of the Specific Contract and its value remains unchanged. MPMs shall be the nominal tool to steer support activities and their planning update in agreement with EUSPA. The Minutes of the Meeting, prepared by the Contractor shall document the agreed changes as per the present paragraph.

### 6.1 General deliverable requirements

Unless otherwise requested by the Contracting Authority, the deliverables shall be submitted in a dedicated repository to the EUSPA Technical officers, specified in Table 1 for each SC task / specified in Appendix A for each deliverable, and as per the schedule planned in the approved workplan.

The deliverables shall, be in the English language.

As part of its contract management, the Contractor must in particular, without limitation:

- Implement proper configuration and tracking of the deliverables and project documentation and records;
- Update the Delivery Item List and the SC deliverable schedule and submit it to EUSPA project manager, identified in the Framework Contract;
- Ensure service availability and continuity throughout the term of the SC;
- Manage the risks related to the SC execution, including health and safety aspects;
- Monitor the applicable schedule, costs, and quality of the services;
- Ensure the acceptance and invoicing of the services and deliverables in line with the contractual requirements.

## 7 REPORTING AND PAYMENTS

### 7.1 Reporting

The Contractor shall organise Monthly-Progress Meetings for the implementation of the SC. It shall submit a monthly progress report to the Agency project manager, identified in article I.8 of the Framework Contract at least three working days before the meeting. The minutes of the meeting and the records of the decisions taken shall be maintained by the Contractor.

### 7.2 Payment

The payment for the tasks performed in the frame of this SC shall be made in accordance with Articles I.4, I.5, I.6 and II.13 of the FWC.

Payments shall be executed only if the Contractor has fulfilled all its contractual obligations, including the provision of the contract management reports, by the date on which the invoice is submitted and the Contracting Authority has accepted them accordingly.

### 7.3 Proposed payment plan

In line with the FWC clauses (i.e., Articles I.6.1 and I.6.2), the Contractor shall submit one invoice per component (i.e. core, GAL, EGN) as per table below and the table contained in section 8.2:

Milestone	Delivery deadline	Payment amount
MPM1 (interim payment 1)	T0 + 1month	The price of the deliverables accepted during the invoicing period, as well as the cost of missions, if any, performed within the said period, upon EUSPA's acceptance of the invoice's supporting documents listed in Article I.6.1 of the FWC.
MPM2 (interim payment 2)	T0 + 2 months	The price of the deliverables accepted during the invoicing period, as well as the cost of missions, if any, performed within the said period, upon EUSPA's acceptance of the invoice's supporting documents listed in Article I.6.1 of the FWC.
MPMn (interim payment n)	T0 + (n) months	The price of the deliverables accepted during the invoicing period, as well as the cost of missions, if any, performed within the said period, upon EUSPA's acceptance of the invoice's supporting documents listed in Article I.6.1 of the FWC.

Milestone	Delivery deadline	Payment amount
MPM6  (payment of the balance)	End of the contract	The price of the deliverables accepted during the invoicing period, as well as the cost of missions, if any, performed within the said period, upon EUSPA's acceptance of the invoice's supporting documents listed in Article I.6.2 of the FWC

\* including the mission costs subject to reimbursement according to Art. I.4.2 of the FWC.

where T0 is to be understood as the date of entry into force of the SC1 (i.e., the date of its signature by the last contracting party).

The Contractor is requested to propose an indicative payment plan for the Specific Contract, reflecting the implementation arrangement proposed in the Specific Contract technical proposal. If, for any reason, the envisaged starting date of the tasks is delayed, the Contractor shall notify the Contracting Authority accordingly. **The payment plan shall be split per component covered by this specific contract, as relevant.**

For the purpose of the payment plan, the amounts attributable to DoDM tasks shall be evenly distributed over the period of the contract.

Without prejudice to the provisions of the FWC, the Contractor when preparing its offer for SC1 shall bear in mind that:

- Person hourly rates represent firm and fixed prices. This is without prejudice to the possibility for the Contractor to provide the services at lower prices.

## 8 FINANCIAL ASPECTS

### 8.1 Missions

The Contractor is entitled to reimbursement of mission expenses in line with Article I.4.2 of the FWC EUSPA/OP/19/26/Lot 1 and its Annex II.VI.

Up to 5% of this specific contract budget shall be dedicated to missions and travel costs reimbursement.

The Contracting Authority may request missions and travels within the foregoing ceiling in the course of the contract implementation and/or as part of the initial workplan (§6) to be provided with the Technical Proposal for SC1. The contracting authority can also request missions and travels as required by the business needs and within the limit of the dedicated budget. Any changes to the mission budget ceiling shall only be pre-agreed in writing with the contracting authority and formalised with an Amendment.

Missions shall be approved in advance in writing by the Contracting Authority's Project Manager, identified in the Specific Contract, should such approval be not already included in the Specific Contract.

## 9 LACK OF CONFLICT OF INTEREST AND PROFESSIONAL CONFLICTING INTEREST

The **conflict of interests** refers to situations where an agent/ Service Provider/advisor of the contracting authority is in one of the cases listed in Article 61 of the EU Financial Regulation 2024/2509, i.e. where the impartial and objective exercise of the function of the person is compromised for reasons involving family, emotional life, political or national affinity, economic interest or any other interest with a candidate, tenderer or contractor.

The **professional conflict of interest** or **professional conflicting interest** refers to a situation in which the Contractor's previous or ongoing professional activities affect its capacity to implement the FWC or to perform a Specific Contract to an appropriate quality standard.

All references below in the present section to '**Conflict of Interest**' refer to both **professional conflict of interest** and/or **conflict of interest**, as relevant.

Considering the assigned tasks as per these ToR for SC1, the Contractor shall ensure that it is not in any situation that could compromise the impartial and objective performance of the SC1 in its entirety of certain of the tasks of SC1.

Without prejudice to the provisions of Article II.4.3 of the FWC, the Contractor, with the signing of SC1 irrevocably and explicitly declares and acknowledges that the provisions under Art. I.12, I.13, II.4, II.5, Annexes V and XI of the FWC shall apply wholly and unconditionally to **any Contractor's entities** and **dedicated personnel performing** this SC1.

The Contractor's offer submitted for SC1 shall include a detailed analysis of absence or presence of Conflict of Interests with regard to:

- the tasks included in SC1
- the entities / personnel proposed to be assigned to the SC1 separately for each task included in the ToR.

The analysis shall either

- a. confirm the absence of Conflict of Interest after having taken into due consideration the SC1 tasks, and the previous and/or current involvement in the respective space programme component project/s, of the (i) prime/s, and (ii) subcontractor/s and the Service Providers that will be engaged in the Task implementation, or
- b. substantiate how the potential, perceived or actual Conflict of Interest which may negatively affect the performance of the SC1 in its entirety or of certain of the tasks of SC1 is mitigated, presenting:
  - i. the proposed concrete and substantiated mitigation measures, and
  - ii. the proposed monitoring and enforcement of the measures

In case of actual or perceived Conflict of Interest of the any of the prime entities / subcontractors or Service Providers the contracting authority shall proceed as provided in Articles I.3c1.e and II.4.3.

## 10 NON-COMPETITION UNDERTAKING

Without prejudice to the provisions of Article I.18 of the FWC, the Contractor shall:

not initiate any attempt to directly or indirectly recruit employees of EUSPA. Such restriction does not prevent a present or former employee of EUSPA from seeking employment with the Contractor as a result of a response to a general solicitation (newspaper, trade journal, electronic internet jobs bulletin board or other advertisement or a job fair) – and on the understanding that in case any such dedicated advisor is proposed to be brought in support of EUSPA, EUSPA, finding the proposal unsuitable due to conflicting interests, shall have the discretion to request the Contractor to find a replacement proposal for dedicated adviser.

This commitment shall be in force during the SC validity and for a period of 5 (five) years following contract's (either FWC or SC whichever occurs later) completion, expiry or termination.

## 11 EUSPA CONTACTS FOR THIS SPECIFIC CONTRACT

Responsible project officer (technical aspects):

*[to be provided at SC signature]*

[\[xxx\]@euspa.europa.eu](mailto:[xxx]@euspa.europa.eu)

Contract officer (administrative aspects):

*[to be provided at SC signature]*

[contracts@euspa.europa.eu](mailto:contracts@euspa.europa.eu)

## 12 INTELLECTUAL PROPERTY RIGHTS AND OTHER RESULTS

The Intellectual property of the deliverables produced under this specific contract shall be acquired by EUSPA.

## 13 CONTENT OF THE OFFER

The Contractor shall present a specific offer within the time frame to be communicated to it by EUSPA, in line with the requirements stipulated per each mode of implementation (Services Mode and Deliverables Mode) and type of proposal (Technical Proposal and Financial Proposal) in Article I.3.7 of the Framework Contract as per Articles I.3a.2.1 and I.3b.2.1 for the tasks in PDM, and 1.3a.2.2 and I.3b.2.2. for the tasks in DoD mode.

Additionally, the Contractor shall submit as part of its offer:

- Work Plan as per §6 of these ToR;
- Detailed analysis of absence or presence of Conflict of Interests as per §9 of these ToR;
- Any other details relevant for the specific contract (i.a., potential competitive tendering in the context of SC1, envisaged involvement of subcontractors incl. extent/percentage of subcontracting, details of subcontractors, activities to be subcontracted, etc.).

N.B. To be noted that as per Article I.3.c1.h. of the FWC, the Contracting Authority may trigger the cascade for a consolidated part of the specific contract's tasks, whose implementation is not linked with the implementation of the other tasks in the specific contract, to the extent that this possibility was clearly identified in the request for services, as it is the case here, and the specific contract proposal for the tasks at stake has been considered as not acceptable.

## **Appendix A      Specific contract Tasks, deliverable list and due dates**

See Appendix A\_EUSPA-OP-19-26-LOT1-SC1\_Resources and deliverables

**End of Document**