

**CONTRACTING AUTHORITY:
ANFA FOR
ECVET TEAM CONSORTIUM
ECVET SECRETARIAT**

**CONSORTIUM AGREEMENT European project (Commission)
Contract : 2009 – 5133 / 001 – 001 LE3 - ECVET**

PROVISION OF A STUDY:

entitled:

**Analysis of the European practices in accumulation,
recognition and transfer of learning outcomes**

INVITATION TO TENDER

DEED OF COMMITMENT¹

**IN THE CONSULTATION FRAMEWORK FOR THE SELECTION
OF ONE OR MORE PROVIDERS OF STUDIES**

Between the undersigned:

The ECVET TEAM Consortium (Association nationale pour la Formation automobile, French Ministry of National Education, Chamber of Commerce and Industry of Paris) which is represented for the purposes of the signature of this contract by Yves TERRAL Director of ANFA
Of the one part,

¹ This deed of commitment can be downloaded on the ECVET TEAM site : www.ecvet-team.eu

Association Nationale pour la Formation Automobile

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AND

Name of the contractor:

Acronym (if applicable):

Official legal form:

Statutory registration number:

VAT registration number:

Surname, first name, position and professional address of signatory:

M

-
- acting on my own behalf² ;
 - acting on behalf of the company³ :

Address data of the contractor:

Street, number

Box (if applicable)

Post Code:

City:

Country:

Telephone no.:

(Complete one or other of the sections, according to whether you are a Company or a sole trader; Surname and first names; Full name and legal form of the Company)

Of the other part,

THE FOLLOWING DEED OF COMMITMENT IS HEREBY AGREED:

² Check the box applicable to you

³ Provide name, address, SIREN number, company registration number, number and town of company registration or registration in the trades register, number and town of registration or other details of membership of a trade or professional body or details of approval by the competent authority where the profession to which the applicant belongs is regulated.

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ARTICLE 1 – SUBJECT: COMMITMENT

Having been made aware of the rules for tendering, the documents referred to therein and the administrative terms and conditions, and having submitted the documents and information required,

THE CANDIDATE DECLARES TO HAVE READ, AND UNCONDITIONALLY ACCEPTS, THIS DEED OF COMMITMENT AND THE RULES OF THE INVITATION TO TENDER, IS AWARE OF THE RELEVANT LAW AND ACCEPTS ALL TERMS AND CONDITIONS APPLICABLE TO THE CANDIDATE.

The tender hereby submitted shall only bind the parties if notice of its acceptance is given within 3 months (90 days) from the date for receipt of offers.

The work consists of a single study lot.

ARTICLE 2 – PERFORMANCE OF THE CONTRACT

- a) The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- b). The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- c). Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- d) The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- e) The Contractor shall neither represent ECVET Team nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the ECVET Team.
- f) The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

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The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by ECVET Team;
 - ECVET Team may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the ECVET Team (or ANFA) any right arising from the contractual relationship between the ECVET Team and the Contractor.
- g).** In the event of disruption resulting from the action of a member of the Contractor's staff working on ECVET Team (or ECVET Team partner) premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. ECVET Team shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff in accordance with this Article.
- The work will be undertaken by legally employed staff in compliance with the provisions of French law and articles L. 5221-2 and R. 5221-1 et seq., L. 1221-10 et seq., D. 8222-5, L. 8251-1 et seq. of the Code du Travail (French Labour Code).
- h)** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and on his own initiative record it and report it to ECVET Team. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.
- i)** Should the Contractor fail to perform his obligations under the Contract in accordance with the provisions laid down therein, ECVET Team may - without prejudice to its right to terminate the Contract - reduce or recover payments in proportion to the scale of the failure.

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ARTICLE 3 – LIABILITY

- a) ECVET Team shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of ECVET team.
- b) The Contractor shall be liable for any loss or damage caused by himself in performance of the Contract. ECVET Team shall not be liable for any act or default on the part of the Contractor in performance of the Contract.
- c) The Contractor shall provide compensation in the event of any action, claim or proceeding brought against ECVET Team by a third party as a result of damage caused by the Contractor in performance of the Contract.
- d) In the event of any action brought by a third party against ECVET Team in connection with performance of the Contract, the Contractor shall assist ECVET Team. Expenditure incurred by the Contractor to this end may be borne by ECVET Team.
- e) The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to ECVET Team should it so request.

ARTICLE 4 – CONFLICT OF INTEREST

- a) The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to ECVET Team in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

ECVET Team reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set. The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from ECVET Team, any member of his staff exposed to such a situation.

- b) The Contractor shall abstain from any contact likely to compromise his independence.
- c) The Contractor declares:
that he has not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract,
that he has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to performance of the Contract.
- c) The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract. A copy of the instructions given and the undertakings made in this respect shall be sent to ECVET Team should it so request.

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ARTICLE 5 - PRICE

Work will be remunerated by an overall fixed payment of 30,000 euros net of tax.

General service provider lot and three sub-lots:

NATURE OF CONTRACT AND PROVISION OF SERVICES	
GENERAL LOT AVAILABLE FOR TENDER: STUDY	PRICE ⁴
Breakdown (where applicable)	
a) Price to carry out all the activities described in the technical proposal	<p><i>To be completed by the candidate</i></p> <p>(I) Number of person-days:</p> <p>(II) Price per person-day:</p> <p>Sub Total (1) = (I) x (II);€ net of tax</p>
b) All estimated travel, accommodation, etc. expenses related to performance of the tasks (indication of total amount)	Sub Total (2) =€ net of tax
c) Attending 3 meetings in Paris premises (indication of total amount for all 3 meetings)*	Sub Total (3) =€ net of tax
Total price: sum of sub totals (1+2+3):€ net of tax

* The experts costs related to the mid-term seminar will be covered by ECVET team.

Information concerning price

- The prices quoted must be fixed and not revisable.
- Prices must be quoted in euro and include all expenses.

The amount indicated for the services constitutes the maximum amount that the selected service provider may pledge or assign.

Important! This contract may not be subcontracted.

⁴ the contract price has been estimated (quotations requested) in conjunction with national undertakings in order to obtain a fair and reasonable pricing.

ARTICLE 6 - PAYMENT

The contracting authority will release the sums due under this contract by means of payment to the accounts hereunder:

Exact Designation of the account holder

Name of bank:

Full Address of branch:

Full account number including codes:

Bank code:

IBAN code:

ENGAGEMENT OF THE CANDIDATE

Signed in one single original document

Signature:

To

Date

*The following words to be handwritten
"Lu et approuvé" (read and approved)*

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ACCEPTANCE OF TENDER

*This tender is hereby accepted, confirming
the deed of commitment*

*Signature of person responsible for
contract authorised to sign by the
adjudicators*

AT SEVRES

Date

the President of the Consortium or his/her representative
Company

the firm or

For ANFA

Yves TERRAL (Director)

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