



Open call for Tender

for 2 Project Leaders (and their teams composed of several nanotechnologies experts),

for the development of 2 CEN Technical Specifications in the domain of Nanotechnologies and nanomaterials

**in the frame of the Specific Agreement CEN/2020-04
“Nanotechnologies - Development of protocol standards supportive of requirements of standardization request M/461”**

Launch: **2020-11-30**

Deadline for tenders: **2021-01-05**

1. Background

Nanotechnologies are a rapidly developing field of science, technology and innovation. As enabling technologies, their full scope of applications is potentially very wide. Major implications are expected in areas such as health care, information and communication technologies, energy production and storage, materials science/chemical engineering, manufacturing, environmental protection, consumer products. This new technology is relevant in the miniaturization stages where the materials develop new functions of applications, which have not been possible before. Given the interests at stake, the European Commission has set out a European Strategy for Nanotechnologies, based on a «safe, integrated and responsible» approach for which standardization is one of the building blocks.

Mandate M/461 for standardisation activities regarding nanotechnologies and nanomaterials, requested CEN, CENELEC and ETSI to develop European deliverables (European Standards (ENs), Technical Reports (TRs) and Technical Specifications (TSs)) in the following areas:

- Methodologies for nanomaterial characterization in the manufactured form and before toxicity and eco-toxicity testing;
- Sampling and measurement of workplace, consumer and environment exposure to nanomaterials
- Methods to simulate exposures to nanomaterials
- H, S & E (Health, Safety and the Environment)

CEN (European Standardization Committee) operates on a decentralised system covering a network of its 34 national members with a central secretariat, the CEN/CENELEC Management Centre (CCMC). It is a business facilitator in Europe, removing trade barriers for European industry and consumers. Its mission is to foster the European economy in global trading, the welfare of European citizens and the environment. Through its services it provides a platform for the development of European Standards and other Technical Specifications.

AFNOR is the French member of the National Standardisation Bodies represented at the European and international level and detains the Secretariat of CEN/TC 352 "Nanotechnologies".

The mandated work will be carried out within CEN/TC 352 and AFNOR will deal with the administrative management of the standardization work.

2. Objective

The aim is to develop a series of deliverables required by the European Commission as a follow-up of Mandate M/461, as part of its broad work with supporting nano-specific requirements of European regulations, in particular in REACH (Commission Regulation (EU) No 1881/2018 on the Registration, Evaluation, Authorization and Restriction of Chemicals) and all EU Food legislations (among which Regulation (EU) No 1169/2011 of the European Parliament and of the Council on the provision of food information to consumers, also called INCO) that operate on the basis of the "engineered nanomaterial" definition of the Novel Food Regulation (EU) 2015/2283, as well as on the basis of the Commission Recommendation definition of nanomaterials (2011/696/EU), and for those conventional materials which do not "fit" any nanomaterial definitions but may contain particles at the nanoscale.

The following European Technical Specifications (CEN/TS) will be developed by CEN/TC 352 "Nanotechnologies":

1) CEN/TS (WI 00352043) Nanotechnologies - Guidance on the determination of aggregation and agglomeration state of nano-objects

Elaboration of one Technical Specification that provides flow charts and a measurement matrix that guides users in the correct selection of commercially available techniques to use for the measurements of aggregation and agglomeration state of nano-objects in air and liquid suspensions. It provides guidance on measurands and measurement methods to use along with guidance on sample preparation including sonication

The document will include clauses on:

- General aspects of agglomerates and aggregates
This will provide and discuss the definitions of agglomerates and aggregates and include information on the similarities and differences between the two. It will also include primary particles, sample state and sample concentration
- Measurands
The key measurands including size, shape, specific surface area and binding energy will be documented.
- Measurement methods
This will be split into an introduction giving an overview of the measurement methods and introducing the sub-sections that will follow that will be based on the state of the sample (liquid dispersion, aerosol and powder) and the measurement type.
- Measurement methods in suspension
This will be split into those methods that measure the whole sample (ensemble methods) (e.g. DCS, DLS, SAXS, Uv-Vis, Laser diffraction, SMLS) and those that measure particle-by-particle methods (e.g. NTA, spICP-MS and TRPS). Here, the "particles" could be individual primary particles or agglomerates and aggregates. The advantages, disadvantages and limitations of each method will be outlined.
- Measurement methods in aerosols

This will cover CPC and associated techniques.

- Measurement methods in powders

This will focus on the BET method.

- Microscopy measurement methods (TEM, SEM, AFM)

These methods provide very high resolution but are individual particle counting methods so are time consuming.

- Sample preparation including sonication (probes and baths)

This section will describe sample preparation routes and how these affect agglomeration and aggregation. It will focus particularly on sonication. The amount, type and power of sonication is important. Here differences between agglomeration and aggregation can be determined.

- Temporal nature / stability.

The document will include a section on studying the temporal nature of agglomeration/aggregation, i.e. studying the effect of agglomeration and aggregation as a function of time. This can be used as a measure of the stability of system with respect to time and is an essential, even a defining difference between agglomeration and aggregation. Techniques that can do this will be detailed. Note, in a broad sense of things the stability is not always defined with respect to time. Stability can also be with respect to UV irradiation, heat, moisture, pH, etc. This will also be documented and how this can affect agglomeration and aggregation.

2) CEN/TS (WI 00352044) Nanotechnologies - Guidelines for the characterization of nanomaterials and/or materials that may contain of particles at the nanoscale in food products

Elaboration of one Technical Specification that provides guidance to the food industry, services providers and MS control laboratories regarding an analytical methodology to determine the number-based percentage of nano-objects present in food additives incorporated in food products. It will also help paving the way for measurement data quality improvement for novel food applications submitted in accordance to Regulation (EU) 2015/2283, and for those regulated food products to which the engineered nanomaterial definition is also directly or indirectly applicable: food flavourings, food additives, feed additives, vitamins and minerals used in food in accordance with Regulation (EC) No 1925/2006 and/or in food supplements in accordance with Directive 2002/46/EC as well as vitamins, minerals or other substances used in food for specific groups in accordance with Regulation (EU) No 609/2013. Certain aspects of this TS may also be of value in assessing particles at the nanoscale in other domains, including in applications in areas not covered by the engineered nanomaterial definition in food and feed (e.g. food contact materials and pesticide active substances).

The proposed analytical methodology could aim combining different techniques such as EM-EDX (SEM, TEM, STEM) and sp ICP-MS to measure the physicochemical properties (size, shape and concentration) of nano-objects in food. The selection of techniques will be argued by giving list of pros and cons of available methods (in particular on the basis of the results of NanoDefine project) and will take into account the need to access, at the same time and within complex matrices, to the chemical composition of the particles as well as their size distribution. As sample preparation strongly determines measurement results, this proposal will specifically focus on the development and validation of standard operating procedures for sample preparation for nanoparticle characterisation in food.

The document will focus on relevant food additives (mainly E171 = TiO₂, but also others candidates such as E551 = SiO₂, E172 = Fe_xO_y, E174 = Ag) and relevant food matrices. The selection of food

additives and matrices will be made by the expert group based on current knowledge, new expertise and regulatory needs, in consultation with regulatory instances. When relevant, the use of the fat-protein-carbohydrate triangle will be considered to select matrices that have representative and sufficiently different compositions.

Supporting on available expertise, standardised and detailed measurement protocols will be optimized and described in detail. This work will support on available standards (CEN/TS 17273, ISO/TS 19590, ISO 19749, ISO 21363) that provide mainly general principles of measurement by EM and sp ICP-MS techniques. Supporting on intra- and inter-laboratory validation studies, a full and detailed uncertainty budget will be determined, and the uncertainties associated with critical steps of the analysis estimated by combining top-down and bottom-up approaches. The influence (robustness) of the matrix and of particle properties, such as the shape, aggregation state and chemical nature, on the uncertainties of the size measurement of constituent particles by EM (SEM-EDX, STEM-EDX & TEM-EDX) and sp ICP-MS will be evaluated.

Because the representative extraction of particles of food additives from the food matrices is a prerequisite to obtain accurate and precise results special attention will be given to the evaluation and standardization of the sample preparation step. State-of-the art protocols capable of extracting (nano)objects from a complex matrix such as industry food products will be reviewed through a survey of existing literature, European (ex. NANOLYSE, NANODEFINE...) and National projects together with a pooling of expert knowledge within the consortium. Generic protocols will be proposed for combinations of food additives and matrices as double entry tables for both analytical techniques (EM and sp ICP-MS) allowing implementation of these methods and protocols as confirmatory method in many cases.

Note: titles of these 2 deliverables can be adapted during the drafting process, in consensus with the project experts and should it be the case, the European Commission will be informed accordingly.

3. Execution

3.1 General

In this context, the execution of the mandate will be divided into 2 separate projects and CEN/TC 352 "Nanotechnologies" Secretariat launches this open call for the recruitment of 2 Project Leaders:

- 1) One for CEN/TS (WI 00352043) Nanotechnologies - Guidance on the determination of aggregation and
- 2) Another one for CEN/TS (WI 00352044) Nanotechnologies - Guidelines for the characterization of nanomaterials and/or materials that may contain of particles at the nanoscale in food products

3.2 Project 1: CEN/TS (WI 00352043) Nanotechnologies - Guidance on the determination of aggregation and agglomeration state of nano-objects

A Project Leader has to be appointed for technical work. He/she will be responsible for the management of the project. The Project Leader is required to submit, together with his/her own candidature, the application for whatever Project Deputy Leader, Technical Experts (laboratory, scientist) he/she deems necessary to carry out the work.

The execution of the project involves the following tasks from the Project Leader 1:

- ✓ Leadership of the Project Group (PG will be created under the Working Group CEN/TC 352/WG 1 "Measurement, characterization and performance evaluation");
- ✓ Lead and drive project work;

- ✓ Provide technical expertise for the development of the deliverable;
- ✓ Organize the meetings of the Project Group and attend the meetings;
- ✓ Circulate the agenda, documents, drafts, minutes, reports to the experts;
- ✓ Elaborate, draft and update the CEN/TS (WI 00352043) with the support of the PG experts;
- ✓ Ensure that the draft respects the CEN/CENELEC drafting rules;
- ✓ Resolve the comments received with the support of the PG experts during meetings and during votes and enquiry stage;
- ✓ Report to WG meetings;
- ✓ Discuss the results of the work within the responsible Working Group;
- ✓ Act according to the CEN-rules of CEN BOSS, in particular the role description of the Project leader;
- ✓ Facilitate the standardization process considering good practice;
- ✓ Prepare interim and final reports to be submitted to the European Commission;
- ✓ Verify the final draft for publication;
- ✓ Manage the project according to the following steps:
 - Discussion of the work in CEN/TC 352/WG 1/PG XX (to be created);
 - Preparation of first Working Document for circulation in CEN/TC 352/WG 1;
 - Revision of the Working Document after WG 1 enquiry, implementing the received comments;
 - Preparation of the draft CEN/TS for circulation in CEN/TC 352
 - Revision of the draft CEN/TS after CEN/TC 352 enquiry, implementing the received comments;
 - Preparation of a draft CEN/TS for its submission to "Vote on TS" according to discussions during meetings of CEN/TC 352/WG 1/PG XX, CEN/TC 352/WG 1 and CEN/TC 352;
 - Revision of the draft CEN/TS after "Vote on TS", implementing the received comments (only editorial comments will be taken into account);
 - Publication of the CEN/TS by CEN CELELEC Management Centre 'CCMC).

The Project Leader shall respect the deadlines of the deliverables. The project shall be finalised within a total time of 54 months from the 1st November 2020.

Over the period of 4,5 years of work, the Project leader will attend an estimated average of:

- ✓ 6 CEN/TC 352 meetings (one TC meeting every 9 months) with 6 CEN/TC 352/WG 1 and WG 4 and PLs meetings in parallel with CEN/TC 352 meetings
- ✓ 5 independent CEN/TC 352/WG 1 and WG 4 and PLs meetings meetings preferably by WEB conference (one WGs/PGs meetings every 5 months)
- ✓ 6 Coordination meeting including CEN/TC 352/WGs and PLs in order to harmonize and to coordinate the different projects at a technical, managerial and an administrative point of view (one Coordination meeting every 9 months)
- ✓ 4 annual meeting on coordination with CEN CENELEC Management Center and European Commission

The appointment of the Project leader will be confirmed by a CEN/TC 352 decision that also imply he/she will be supported by its National Standardization Body.

The Project leader will be subcontractor of AFNOR and will have to sign a "Service contract" (Annex 3).

The project leader's organization will be responsible for selecting the Project Deputy Leader, Technical Experts (laboratory, scientist) she deems necessary to carry out the work. The Project Deputy Leader, Technical Experts (laboratory, scientist) will be subcontractors of the Project Leader's organization and they will have to sign a "Service contract" with the Project Leader's organization.

3.3 Project 2: CEN/TS (WI 00352044) Nanotechnologies - Guidelines for the characterization of nanomaterials and/or materials that may contain of particles at the nanoscale in food products

A Project Leader has to be appointed for technical work. He/she will be responsible for the management of the project. The Project Leader is required to submit, together with his/her own candidature, the application for whatever Project Deputy Leader, Technical Experts (laboratory, scientist) he/she deems necessary to carry out the work.

The execution of the project involves the following tasks from the Project Leader 2:

- ✓ Leadership of the Project Group (If needed a PG will be created under the Working Group CEN/TC 352/WG 4 “Manufactured nano-objects in food additives”);
- ✓ Lead and drive project work;
- ✓ Provide technical expertise for the development of the deliverable;
- ✓ Organize the meetings of the Project Group and attend the meetings;
- ✓ Circulate the agenda, documents, drafts, minutes, reports to the experts;
- ✓ Elaborate, draft and update the CEN/TS (WI 00352044) with the support of the PG experts;
- ✓ Ensure that the draft respects the CEN/CENELEC drafting rules;
- ✓ Resolve the comments received with the support of the PG experts during meetings and during votes and enquiry stage;
- ✓ Organizing the collaborative studies (Case study, round robin test, supervising the work of laboratories, preparation of samples, validation report, etc.);
- ✓ Report to WG meetings;
- ✓ Discuss the results of the work within the responsible Working Group;
- ✓ Act according to the CEN-rules of CEN BOSS, in particular the role description of the Project leader;
- ✓ Facilitate the standardization process considering good practice;
- ✓ Prepare interim and final reports to be submitted to the European Commission;
- ✓ Verify the final draft for publication;
- ✓ Manage the project according to the following steps:
 - Discussion of the work in CEN/TC 352/WG 4/PG XX (to be created if needed);
 - Preparation of first Working Document for circulation in CEN/TC 352/WG 4;
 - Revision of the Working Document after WG 4 enquiry, implementing the received comments;
 - Preparation of the draft CEN/TS for circulation in CEN/TC 352
 - Revision of the draft CEN/TS after CEN/TC 352 enquiry, implementing the received comments;
 - Preparation of a draft CEN/TS for its submission to “Vote on TS” according to discussions during meetings of CEN/TC 352/WG 4/PG XX, CEN/TC 352/WG 4 and CEN/TC 352;
 - Revision of the draft CEN/TS after “Vote on TS”, implementing the received comments (only editorial comments will be taken into account);
 - Publication of the CEN/TS by CEN CELELEC Management Centre ‘CCMC’.

The Project Leader shall respect the deadlines of the deliverables. The project shall be finalised within a total time of 54 months from the 1st November 2020.

Over the period of 4,5 years of work, the Project leader will attend an estimated average of:

- ✓ 6 CEN/TC 352 meetings (one TC meeting every 9 months) with 6 CEN/TC 352/WG 4 and PLs meetings in parallel with CEN/TC 352 meetings
- ✓ 5 independent CEN/TC 352/WG 4 and PLs meetings meetings preferably by WEB conference (one WGs/PGs meetings every 5 months)

- ✓ 6 Coordination meeting including CEN/TC 352/WGs and PLs in order to harmonize and to coordinate the different projects at a technical, managerial and an administrative point of view (one Coordination meeting every 9 months)
- ✓ 4 annual meeting on coordination with CEN CENELEC Management Center and European Commission

The appointment of the Project leader will be confirmed by a CEN/TC 352 decision that also imply he/she will be supported by its National Standardization Body.

The Project leader will be subcontractor of AFNOR and will have to sign a "Service contract" (Annex 3).

The project leader's organization will be responsible for selecting the Project Deputy Leader, Technical Experts (laboratory, scientist) she deems necessary to carry out the work. The Project Deputy Leader, Technical Experts (laboratory, scientist) will be subcontractors of the Project Leader's organization and they will have to sign a "Service contract" with the Project Leader's organization.

3.4 Time frame

The project shall be finalized within 54 months, starting November 1st, 2020.

For a detailed time frame of the projects, see Annex 1.

The subcontractors shall respect the deadlines of the deliverables. If deadlines are not kept, EC is entitled to withhold payment.

4. Financial support

The European Commission and EFTA have decided to provide financial support to the execution of the tasks. The financial support from the European Commission and EFTA is based on the Framework Partnership Agreement (FPA) 2014. Unless specified otherwise, and on condition of approval by EC and EFTA, costs of external subcontractors such as laboratories are generally funded at 100%, with approx. 95% being borne by EC and 5% by EFTA. Costs have to qualify as eligible as defined in FPA 2014, to be justified and accepted by EC/EFTA. The payment is divided into four installments after completion of defined milestones and approval of the interim/final reports and the justification of costs. The subcontractors shall fulfill the conditions of the FPA 2014, including those relating to liability, ownership of results, confidentiality, conflicts of interests, publicity, evaluation, assignment, checks and audits.

The payment of the verification work is divided into four parts:

- ✓ Signature of contract (25 %);
- ✓ First progress report after 24 months (25 %);
- ✓ Second progress report after 36 months (25 %);
- ✓ Final report after 54 months (25 %).

The Project Leader's and subcontractor's costs (e.g. Project Deputy Leader, Technical Experts (laboratory, scientist)) shall be justified with copies of the relevant invoices. All relevant evidence shall be kept in view of future payments (Reports on test, work, drafts and deliverables, contracts and invoices, tickets, boarding cards, hotel invoices, attendance lists with signatures, meeting agendas and reports, Invoices for any consumables, purchase orders, time sheets, etc...)

The financial support from the European Commission and EFTA is based on the Framework Partnership Agreement 2014 (FPA 2014). The subcontractor shall fulfill the conditions of the FPA 2014 (liability, ownership of results, confidentiality...). The contracts with the selected Project Leaders will be signed following the signature of the contract with the EC/EFTA.

Costs incurred before the contract is signed will not be eligible for funding.

The assignment of the task and execution of the work will be dependent upon European Commission/EFTA funding.

The financial steps are already defined in the Specific grant agreement.

The Project leaders selected will sign the “service contract” with AFNOR (see Annex 3).

5. Criteria for selection

5.1) The selection of the technical project leaders will be made on basis of the following criteria which will be evaluated by a scoring system:

The scores are defined as below for the project leader. Tenders must minimum 65% in total.

	Criteria (Elements that need to be addressed in the tender)	Maximum % per criteria
1	Experience with metrology at the nanoscale in an industrial or laboratory context	15 %
2	Experience in organisation of collaborative studies according to standardization protocols in compliance with EC 2073/2005 regulation	15 %
3	Experience in the development and validation of methods	5 %
4	Experience in the organisation of interlaboratory tests	15 %
5	Operating an appropriate quality management system (preferably EN ISO 17025 accredited)	10 %
6	Publications in the field of nanoscale measurements	5 %
7	Experience in European and/or International standardization	10 %
8	Active participation in the (validation and standardization) work of CEN/TC 352 “Nanotechnologies” which includes attendance of the CEN/TC 352 meetings or related national mirror groups	10 %
9	Ability to supply deliverables at specified target dates	10 %
10	English language and communication skills	5 %
	Total:	100 %

5.2) The following candidates will be excluded:

- ✓ The tenders' score is lower than 65% in total
- ✓ The offer was received after the deadline
- ✓ A candidate who was the subject of a non-likely judgment of recourse for a professional infringement
- ✓ A candidate who is in an irregular tax situation or in an irregular special taxation situation
- ✓ A candidate who provides with incomplete or erroneous information.

6. Replies to tender

Tenders shall be sent by email to the secretary of CEN/TC 352 Nanotechnologies, Mr Patrice Conner (patrice.conner@afnor.org) as soon as possible and to be received at the latest by **2021-01-05**.

The Project Leader is required to submit one reply which, together with his/her own candidature, will include the application for whatever Project Deputy Leader, Technical Experts (laboratory, scientist) he/she deems necessary to carry out the work.

The tender shall be in English and should contain for each candidate (Project Leaders 1 and 2):

- ✓ Name and contact details of the expert candidate
- ✓ Curriculum Vitae of each relevant person participating in the project, demonstrating the required expertise
- ✓ Accreditation certificate according to EN-ISO/IEC 17025 or proof of equivalent quality management system demonstrating the competence on the subject
- ✓ A planning and a description of the execution of the tasks which will be carried out in the project;
- ✓ A table showing the detailed estimate costs and travel expenses of the project leaders with an explanation of the costs of the supplies, of the consumables and of subcontracting.
- ✓ Appropriate documentation to prove the economic and financial capacities;
- ✓ Any further documents to prove the qualification required in the above clauses on selection criteria;
- ✓ A signed declaration, by which the candidate certifies not to be in one of the situations described as in 5.2), also certifies that all the joined documents are veracious and in conformity with reality.

For the tender, please use the application form (Annex 2).

Please note that, to grant equal treatment of all tenderers, it is not possible to modify offers after their submission in relation to the technical and financial proposals. As a consequence, incomplete tender documentation can result in a negative impact for the evaluation of award criteria.

AFNOR Policy on travel & refunding of expenses will apply.

The selection and appointment of the Project Leaders (and their teams composed, if necessary, by Project Deputy Leader, Technical Experts) will be conducted by Patrice CONNER (AFNOR, secretary of CEN/TC 352), Tomas VELAT (UNMZ, Co-secretary of CEN/TC 352), Emeric FREJAFON (Chairman of CEN/TC 352), Michael SOLAR (Vice Chairman of CEN/TC 352), Kirsten RASMUSSEN (Chairman of CEN/TC 352 Strategy Group, To be confirmed), Alessia GAETANI (CEN CENELEC Management Center).

After the call for tender and the examination by the selection panel above, the appointment of Project Leaders will be confirmed by EC and CEN/TC 352 decisions.

If due to requests or other reasons supplementary information to this call for tender is required, this will be published on the website of AFNOR, www.afnor.org

Additional information can be obtained from Patrice CONNER:

CEN/TC 352 Nanotechnologies

Secretariat : **AFNOR**

Mr. Patrice CONNER

Management and Consumer Services Department

11 rue Francis de Pressensé

F - 93571 La Plaine Saint-Denis Cedex

France

Phone : +33 (0)1 41 62 84 44

Fax : +33 (0)1 49 17 90 00

E-mail : patrice.conner@afnor.org

Assistante : Karine GUERCY

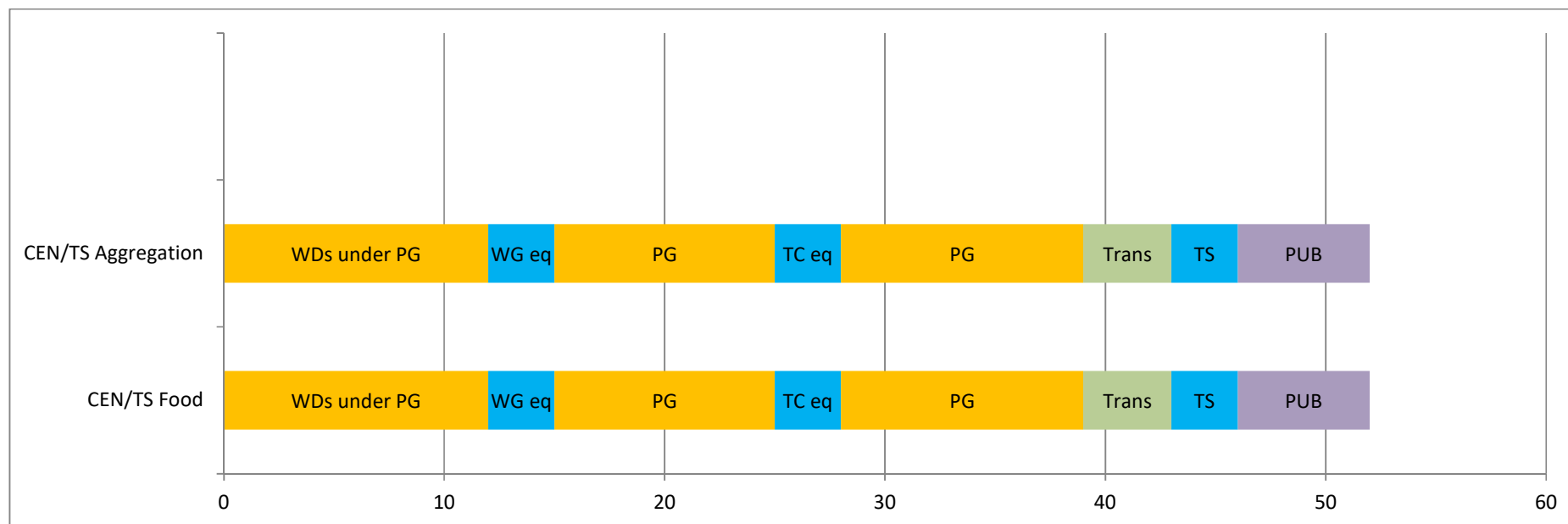
Phone: + 33 (0)1 41 62 86 07

E-mail : karine.guercy@afnor.org



Annex 1 : Time frame

GANTT CHART



WDs under PG = Working Drafts under preparation by Project Group

WG eq = Enquiry under the Working Group

PG = Work under Project Group

TC eq = Enquiry under CEN/TC 352

Trans = Translation process

TS = Vote on TS (Technical Specification)

PUB = Publication (DAV/Definitive text available)



Annex 2 : Answer to a call for tender in compliance with FPA rules 2014

A- Contact details of the Expert

Name: Position: Phone: Email address:
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B- Information about the organisation where the expert is working (name, website, contact person, phone, email)

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C- Curriculum Vitae (maximum 4 A4 pages)

D- Please describe and prove evidence of the required skills and expertise for the role you are applying for (half a page maximum including your proposed approach)

Yes	No	Skills and expertise	Short description of the evidence of the required skills and expertise for the role you are applying for
		Experience with metrology at the nanoscale in an industrial or laboratory context	

		Experience in organisation of collaborative studies according to standardization protocols in compliance with EC 2073/2005 regulation	
		Experience in the development and validation of methods	
		Experience in the organisation of interlaboratory tests	
		Operating an appropriate quality management system (preferably EN ISO 17025 accredited)	
		Publications in the field of nanoscale measurements	
		Experience in European and/or International standardization	
		Active participation in the (validation and standardization) work of CEN/TC 352 "Nanotechnologies" which includes attendance of the CEN/TC 352 meetings or related national mirror groups	
		Ability to supply deliverables at specified target dates	
		English language and communication skills	

E- Information on the costs of the experts

Experts	Daily rates in €	Number of man-days	Cost in €	Total in €
Project leader				
Travels and subsistence costs of the Project leader				
Project Deputy Leader				
Travels and subsistence costs of the Project Deputy Leader				
Technical Experts (laboratory, scientist)				

including travels and subsistence costs: - Expert 1: - Expert 2: - Expert 3: - Expert 4: - Expert 5: - ...			
Case study and round robin test costs			
Other costs			
Total costs:			

F- Description of the offer (answer to the call for tender)

I certify that all documents provided are veracious and in conformity with reality and certify not to be in any situation described below:

- a) subject of a non-likely judgment of recourse for a professional infringement
- b) to be in an irregular tax situation or in an irregular special taxation situation
- c) to provide with incomplete or erroneous information

I also certify that I had no conflict of interest by submitting the present offer.

Signed:

On behalf of : (print name here)

Date :

Annex 3 : Service contract to be signed with AFNOR

SERVICE CONTRACT

UNDER A SA

BETWEEN, party of the first part,

The French Standards Association (**AFNOR**), an association governed by the law of 1 July 1901, recognised to be of public utility, with its registered office at 11 rue Francis de Pressensé - La Plaine Saint Denis (93571), duly represented by Mr Olivier Peyrat in his capacity as Managing Director

Hereinafter referred to as "**AFNOR**"

AND, party of the second part,

CONTRACTOR, <Form of the company> with a registered capital of €<amount>, registered with the register of companies of <City> under the no. <number>, whose registered office is located <address>, duly represented by <Mr/Mrs/Miss> <First Name Surname>, in his/her capacity as <fill in>

Hereinafter referred to as the "**Contractor**",

Or severally referred to as the "Party" and jointly as the "Parties".

Whereas:

Seeking to pursue their partnership, the subject matter of which is to contribute to the attainment of EU policy objectives in the area of standardisation, the European Commission and the European Committee of Standardisation ("CEN") signed the "2014 CEN Framework Partnership Agreement" on 26 June 2014. When the European Commission decides to grant a subsidy for the performance of a specific task, it requires the CEN to sign a Specific Agreement.

It is within this context that the European Commission and the CEN concluded the "Specific Agreement, No. CEN/XXX", attached in the appendix hereof (hereinafter referred to as the "SA") entrusting the completion of the works to AFNOR, the technical specifications of which are set out in the invitation to tender documents "XXX" launched on XXX (hereinafter referred to as the "Invitation to tender"), to which the Contractor has made a bid.

The Contractor, selected following an invitation to tender, that has read the FPA, the SA and the tender documents, represented having the expertise and experience required as well as the organisation, material and human resources needed to fulfil the required service.

The contractual documents governing the relations between the parties were declared in the following decreasing order:

- SA
- Service contract and any amendments

Now, therefore, the parties hereto agree as follows:

Article 1. Subject matter

AFNOR hereby engages the Contractor, which accepts, to perform, in accordance with a performance requirement, the project management of all the operations needed to complete the tasks assigned to it and which are set out in appendix 1 of the SA and the invitation to tender (hereinafter referred to as the "Services").

Article 2. Obligations of the Contractor

2.1. The Contractor agrees to use its best efforts in performing the Services in accordance with the SA and the best practices of its profession.

2.2. The Contractor agrees to:

- comply with a general obligation to give advice, information and warning regardless of AFNOR's expertise or level of knowledge;
- assign qualified staff with the time and resources needed to perform the Services perfectly;
- give AFNOR the name and job title of the person directly responsible for the performance of the Services;
- send AFNOR all the deliverables set out in the SA within the set time limits;

- draw up and send AFNOR, at each of the key stages of the project set out in the appendix of the SA, a report setting out the state of progress of the services performed, i.e. an interim report and a final report drafted in accordance with the requirements set out in the SA and under the CEN's suggested model; draw up and send AFNOR a progress report regarding the Services on 31 December of each year;
- notify AFNOR of any modification pertaining to the organisation and performance of the tasks such as changes to the structure or the people responsible for the performance of the contract.

2.3. The Contractor agrees, under penalty provided hereof, to comply with the agreed deadlines in accordance with the calendar set out in the SA.

2.4. Given that this contract forms part of a programme of the European Commission, the Contractor agrees to be audited regarding the performance of the services and the use of the sums paid by AFNOR. It consequently agrees to allow AFNOR and/or an audit company appointed by AFNOR and/or the European Commission to enter its premises and consult any documents dealing with the performance of the contract, on request.

2.5. The Contractor must maintain and keep, for a period of 7 years from the last payment received, a file including the reports, minutes of the tasks undertaken within the context hereof, the time sheets of the person/people involved in the performance of the service, the assignment's expenses statement and the payments made to any authorised sub-contractors.

Article 3. Obligations of AFNOR

3.1. AFNOR shall give the Contractor the information needed to effectively fulfil the Services.

3.2. AFNOR shall appoint a primary point of contact in order to maintain dialogue throughout the different stages of the services entrusted.

3.3. Should the SA be modified by an amendment, AFNOR agrees to notify the Contractor of such an amendment.

Article 4. Remuneration

The price and payment terms are set out in Appendix 2 ("Financial Terms") hereof.

Article 5. Penalties

When the Contractor fails to meet a contractual deadline or in the event of a serious failure attributable to the Contractor, the latter shall incur, simply by virtue of the lateness or failure being observed, financial penalties the amount of which will be set by the European Commission in proportion to the seriousness of the lateness or the failure concerned. The maximal rate applied when setting these penalties is equal to 20% of the total pre-tax amount hereof.

The penalties shall be applied independently of any other sanctions arising from the lateness or failure, including the possible termination of the contract and the terms set out in article 6 without the exclusion of a claim for damages.

Article 6. Term - Termination

6.1. Term

This contract shall take effect on **XXX** and shall end on the date set out in appendix 1 of the SA (Art. 6.3).

6.2. Termination

This contract may be automatically terminated early by either Party by recorded letter with acknowledgement of receipt, in the following instances:

- in the event of a serious failure of either Party to fulfil its obligations without remedy within fifteen (15) calendar days of the reception of the notification of the failures in question sent by recorded letter with acknowledgement of receipt, the other Party shall automatically be entitled to terminate the contract without prejudice to any claim for damages.
- in the event of the Contractor going into receivership without the contract being pursued by the receiver or the termination of its commercial activities, this contract shall automatically be terminated on the date of the adjudication of the receivership of the assets or on the day of the effective termination of the commercial activities if this contract is not pursued by the receiver;
- in the event of the termination of the SA by the CEN or the European Commission.

Article 7. Intellectual Property

Pursuant to the FPA (art. II.8.3), the CEN must transfer to the European Commission all the intellectual property rights pertaining to the results arising from the Services, regardless of their nature, format or medium (hereinafter referred to as the "Results") such that the latter will be free to use them as it wishes.

To this end, the Contractor shall transfer all the intellectual property rights held for the Results to AFNOR that the latter will subsequently exclusively transfer to CEN as and when they are created.

Accordingly, the Contractor shall transfer the following rights to AFNOR:

- use for its own needs
- reproduction in whole or in part for any use whatsoever by any process whatsoever and on any medium whatsoever;
- representation, circulation or publication of any kind whatsoever on any medium whatsoever;
- adaptation, modification, correction, development, integration, transcription and translation.

This transfer shall be concluded for the entire world and shall produce its effects throughout the entire legal term of the protection of the intellectual property rights. The remuneration set out in this contract includes the transfer of the intellectual property rights.

The Contractor warrants and represents that AFNOR has free, full and undisturbed use of all easements of the transferred rights against any disturbances, claims and evictions. In particular, the Contractor warrants and represents that it has obtained the prior transfer of the intellectual property rights regarding the Results from its employee(s) or any authorised agents.

Article 8. Non-disclosure

Each party agrees not to disclose the data, information and various documents sent by the other party or to which it becomes exposed, even by coincidence, in the performance hereof. Each party agrees to enforce these provisions upon its agents and employees.

The data, information and various communicated documents to which the Parties are exposed may not be used for any other purposes than for the due and proper performance hereof.

This clause shall survive the termination or expiration of this contract and shall apply to the parties throughout the term of the contract and for an additional five (5) years.

Article 9. Transferability and sub-contracting

This contract is entered into *by virtue of the personality of the other party*. The Contractor shall not, without the prior express written consent of AFNOR, entrust the completion, in whole or in part, of the Services, for which it is responsible, to a third party. In any case, the Contractor shall be exclusively responsible for paying the sub-contractor and shall assume full responsibility for any failure attributable to this sub-contractor, without AFNOR incurring any liability whatsoever.

Article 10. Liability, Insurance, Compliance with legislation

10.1 The Contractor shall assume full liability for the performance of all the obligations entrusted to it by this contract and shall indemnify AFNOR for any losses caused by itself, its employees or any of its agents.

10.2 The Contractor warrants and represents that it has taken out a business liability insurance policy with a well-known reputable company, whose certificate, which is valid for the year on which the contract is signed, shall be sent to AFNOR. AFNOR reserves the right to request a valid insurance certificate for each year during which the contract is performed.

10.3 Whatever the circumstances, the Contractor shall act in accordance with currently applicable laws and regulations.

10.4 The Contractor shall provide AFNOR with the following information pursuant to article D 8222-5 of the French employment code:

- documentary evidence of the company's registration on concluding the Contract: e.g. an extract of the registration with the Trade and Companies Register (K or K bis); an identification card proving registration with the directory of trades; a receipt for the submission of a declaration to a business formalities centre for natural persons or legal entities whose registration is in progress;
- on concluding the Contract and for an additional six (6) months, a certificate from the social welfare authorities for the recovery of contributions declaring that the corporate declarations have been submitted and the Social Security contributions have been paid;
- on concluding the Contract, the list of the names of the foreign employees requiring work permits assigned to carrying out the Services within Europe. This list shall provide the following information for each employee concerned: recruitment date (1st), nationality (2nd), type and order number of the work permit document (3rd).

Article 11. Miscellaneous provisions

11.1. Legal nature of the agreement

The relationship formed between the parties and that of independent and autonomous businesses. None of the clauses in this contract may be construed as granting either party the power to govern the activities of the other party. Nothing in the form or intention of this contract shall imply the constitution of a company de jure or de facto.

11.2. Invalidation

Should any of the causes of this contract be deemed contrary to applicable regulations, it shall be deemed invalid, but shall not lead to the invalidity of the rest of the contract. Each party shall strive to replace the clause with a similar provision that does not modify the economic balance of the contract.

11.3. Modification of the contract

This contract may only be modified by a written amendment that is signed by the representatives of the parties who have been duly authorised to this end.

Consequently, if the SA is modified by an amendment, the parties shall agree to sign a corresponding amendment.

Article 12. Governing law and the settlement of disputes

This contract, along with any acts resulting from it, is governed by French law.

In the event of a dispute arising from the interpretation, formation or execution of the contract, the parties undertake to seek an amicable solution. If such a solution cannot be reached, the dispute will be brought before the exclusive jurisdiction of the courts of Bobigny, including in the event of the introduction of third parties, several defendants or summary proceedings.

Made in two originals, including one for each party. Place: La Plaine Saint Denis. Date

For AFNOR,
Olivier Peyrat
Managing Director

For the Contractor
Forename Surname
Job Title

APPENDIX 1 - SA NO. CEN XXX

APPENDIX 2 - FINANCIAL TERMS

1. Price.

The price shall be expressed in Euros, exclusive of tax, and shall therefore be increased by the value of the taxes applicable on the invoice date.

In consideration of the completion of the Services by the Contractor, AFNOR shall pay the maximum firm all-inclusive and non-revisable price of:

€ XXX excl. of VAT.

This price includes the transfer of the intellectual property rights for the Results, as well as the incidental expenses of € XXX excl. of VAT, invoiced at their actual cost value, the documentary evidence of which must be sent to AFNOR.

2. Payments

2.1. Invoicing procedure

The Contractor shall send AFNOR and invoice on the signature hereof and at every key stage of the project, as set out in the appendix of the SA.

Each invoice must include the following information, in addition to the legal notices: the references to the SA and those of the purchase order given by AFNOR.

2.2. Declaration of costs

Each invoice must comply with the requirements set out in the appendix of the SA and be accompanied by the following signed declaration:

"I, the undersigned..... represent the following, within the context of the contract [SA No. CEN/XXX] concluded with AFNOR :

- having completed the services agreed in the contract, [from ... to ...], i.e. Number] days (full-time equivalent

- having spent €..... incl. of VAT, for the incidental costs associated with the services ;"

2.3. Conditions for triggering the payment

All the payments, which follow the initial payment are only triggered if all of the following conditions are fulfilled:

- the acceptance by the European Commission of the interim and final reports as set out in the SA;
- if the Contractor has fulfilled all its contractual obligations on the date when the invoice is presented ;
- if all the documentary evidence for the expenses incurred has been sent;
- if the invoice procedure have been followed;
- if the aforementioned cost declaration has been completed and signed;

- if AFNOR has received the funds attributed to the Services from the European Commission, through the CEN.

Consequently, if, for whatever reason, the European Commission does not pay the dedicated funds to AFNOR, the latter shall be unable to pay the Contractor and shall assume no liability for this situation.

2.4 Payment schedule

- a) Initial payment of € XXX (25%), on signing this contract.
- b) Second payment of a maximum amount of € XXX (XX%) on the acceptance of the second interim report and the financial documentary evidence by the European Commission subject to the compliance with the invoicing procedure and the cumulative conditions.
- c) Third payment of a maximum amount of € XXX (XX%) on the acceptance of the third interim report and the financial documentary evidence by the European Commission subject to the compliance with the invoicing procedure and the cumulative conditions.
- d) Payment of the outstanding amount for a maximum of € XXX (XX%) on the acceptance of the final report and the financial documentary evidence by the European Commission subject to the compliance with the invoicing procedure and the cumulative conditions.

2.5 Payment procedure

Subject to the compliance with the aforementioned cumulative conditions, the payments will be made by bank transfer to a euro-denominated bank account within sixty (60) days of the reception date of the correctly presented invoice.

2.6. Retroactive request

If the European Commission should retroactively claim the funds paid to AFNOR for the payment of the Contractor, which have already been paid by AFNOR to the Contractor, AFNOR shall have the right to claim the said funds from the Contractor within the period imposed by the European Commission and will send a request to that end. In this case the Contractor agrees to return the said funds to AFNOR within the period imposed by the European Commission without having to provide any grounds other than those invoked by the European Commission.