

# OPEN CALL FOR TENDER

**for 19 Project Leaders to develop the standards of the European Working Group CEN/TC 260/WG8 “Organic and organo-mineral fertilizers” within the framework of the Standardisation Request M/564, , amended by the Commission Implementing Decision C(2022) 47 final (M/564 Amdt 1), to the European Committee for Standardisation as regards the EU fertilising products in support of Regulation (EU) 2019/1009 of the European Parliament and of the Council**

Starting date: 2023-05-22

Deadline for tenders: 2023-06-25

## I Introduction

### I.1 General

This is an open call for experts willing to contribute to the activities of CEN/TC 260 'Fertilizers and liming Material' Working Group 8 "Organic and organo-mineral fertilizers" (CEN/TC 260/WG8) by applying as **Project Leaders**.

### I.2 Context

The European Committee for Standardization (CEN) is requested to draft harmonised standards and European standardisation deliverables that support the implementation of standardization request M/564 to the European Committee for Standardization (CEN) as regards the EU fertilising products in support of Regulation (EU) 2019/1009 of the European Parliament and of the Council, (amended by the Commission Implementing Decision C(2022) 47 final (M/564 Amd1)).

For the particular framework of this call, **19 experts to act as Project leaders are being recruited**. The list of the 19 projects for which a project leader is looking for is given in Annex I (see point 2.).

## II Objectives

The objectives of this project are described in Annex I.

## III Execution

### III.1 General tasks of the project leaders

The main task of the contractor during the period is to act as project leaders in charge of the elaboration of the standards related to CEN/TC 260/WG8 work within the frame of M/564 and M/564 amdt 1.

The project leader will be responsible for developing and validating the test method, in particular their responsibilities will be:

- provision of an overview of (world-wide) available test methods, which might be used as a basis for the method development;
- monitoring and coordination of the test method development;
- in cooperation with the ring test organizer and/or the Statistician, organization of the ring tests (around 13 laboratories (validated data of at least 8 laboratories is required)) and pre ring tests if needed;

- in cooperation with the Statistician (dependent on the project (e.g. complex or simple) to what extent there will be a cooperation), final validation of the test method(s) based on the results of the validation data, evaluation and discussion of the results of the inter-laboratory test and final adaptation and full validation of the method;
- presentation and discussion of the results of the test method validation within the responsible WG8 and/or task group;
- preparation of draft Standards based on the test methods in cooperation with WG8 (the draft must be approved by WG8 and CEN/TC 260 whereupon the formal CEN-procedure starts);
- discussion of the draft standard within WG8;
- evaluation of technical comments given during meetings of WG8, task group and/or CEN/TC 260 and during the enquiry stage of the draft.

For items that do not require ring tests, such as Determination of specific parameters and Determination of specific pathogens, project leaders will be in charge of:

- preparation of draft Standards in cooperation with the WG8 of CEN/TC 260 to which the project is allocated to (the draft must be approved by WG8 and CEN/TC 260 whereupon the formal CEN-procedure starts);
- discussion of the draft standard within WG8;
- evaluation of technical comments given during meetings of WG8, task group and/or CEN/TC 260 and during the enquiry stage of the draft.

### III.2 Timeframe

Details about the deliverables to be elaborated are given in Annex I (see 2. Workload within CEN/TC 260/WG8).

For Projects under Task Groups number 1, 2, 3, 5 and 6 the planning<sup>1</sup> will be :

- $t_0$  = 1 January 2021
- Circulation 1<sup>st</sup> WD 20.60:  $t_0+3$  M
- Dispatch FprCEN/TS Draft to CCMC:  $t_0+6$  M
- Definitive CEN/TS text is available (60.60):  $t_0+16$  M
- Collaborative study report:  $T_0 + 27$  months
- Dispatch prEN enquiry draft to CCMC (30.99):  $t_0+30$  M
- Dispatch FprEN Final Draft to CCMC (45.99):  $t_0+42$  M
- Definitive EN text is available (stage 60.60):  $t_0+48$  M

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<sup>1</sup> Deadlines are those currently set in M/564 and M/564 amd 1 and within the „Description of the Action“ of Grant Agreement but could be amended during the course of the project. It is currently being considered to shift the deadline for adoption by CEN to January 1, 2027.

For projects under Task Group number 4 the planning<sup>2</sup> will be:

- $t_0 = 1$  January 2021
- Circulation 1<sup>st</sup> WD 20.60:  $t_0+3$  M
- Dispatch FprCEN/TS Draft to CCMC:  $t_0+6$  M
- Definitive CEN/TS text is available (60.60):  $t_0+16$  M
- Collaborative study report:  $T_0 + 38$  months
- Dispatch prEN enquiry draft to CCMC (30.99):  $t_0+42$  M
- Dispatch FprEN Final Draft to CCMC (45.99):  $t_0+54$  M
- Definitive EN text is available (stage 60.60):  $t_0+60$  M

## IV Financial support

The European Commission and EFTA have decided to provide financial support for project leaders in charge of the elaboration of the standards related to CEN/TC 260/WG8 work within the frame of M/564 and M/564 amdt 1. The financial support from the European Commission and EFTA is based on the SMP 'Single Market Programme Regulation' (including its Financing Decision) and the MGA (Multi or mono beneficiary(ies) Grant Agreement). Unless specified otherwise, costs of external subcontractors 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 *MGA N° 2021-04* and also in compliance with [EC Financial Regulation](#), and be justified. The payment is usually divided into several instalments after completion of defined milestones and approval of the interim/final reports and the justification of costs. The subcontractors shall fulfil the conditions of the MGA N° 2021-04, including those relating to liability, ownership of results, confidentiality, conflict of interests, publicity, evaluation, assignment, checks and audits.

The subcontractors' costs shall be justified with copies of the relevant invoices. All relevant evidence shall be kept in view of future payments (reports, work, drafts and deliverables, contracts & invoices, time sheets, tickets, boarding cards, hotel invoices, attendance lists with signatures, meeting agendas & reports, invoices for any consumables, purchase orders, etc...).

**Costs incurred before the Grant Agreement is signed (unless, exceptionally differently agreed with the EC) and before the selection procedure is finalized, will not be considered as eligible for EU financial support.**

AFNOR will be managing the contracts (subcontracting) with the selected project leaders : the project leaders selected will sign an agreement with AFNOR before starting to work on the project. Payments to the project leaders are dependent on AFNOR having received the corresponding payments from CEN. Applicants should be forewarned that the elapsed time between completion of the deliverables and AFNOR being in a position to issue the payment is at least five months. This will be partly overcome by the fact that CEN and the European Commission have agreed on payment steps.

## V Selection criteria

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<sup>2</sup> Deadlines are those currently set in M/564 and M/564 amdt 1 and within the „Description of the Action“ of Grant Agreement but could be amended during the course of the project. It is currently being considered to shift the deadline for adoption by CEN to July 1, 2027.

The applicants shall comply with the requirements given in Annex II.

## **VI Award criteria**

The weight attributed to each required skill/expertise is also given in Annex II.

From the applications received as a result of the Open Call for Tender, the selection of the project leaders will be done by a selection panel.

The selection and appointment of the project leaders will be conducted by a selection panel that may be composed of :

- the Secretary of CEN/TC 260 “Fertilizers and liming materials”;
- the Chairperson of CEN/TC 260 “Fertilizers and liming materials”;
- the convenor of CEN/TC 260/WG 8 “Organic and organo-mineral Fertilizers”;
- a representative of the Secretariat of CEN/TC 260/WG 8 “Organic and organo-mineral Fertilizers”;
- a representative from CEN.

## **VII Eligibility criteria**

The following candidates will be excluded:

- Candidates which evaluation score is lower than 65% in total
- Candidates who were the subject of a non-likely judgment of recourse for a professional infringement
- Candidates who are in an irregular tax situation or in an irregular special taxation situation
- Candidates who provide incomplete or erroneous information.
- Candidates who submit their application after the submission deadline.
- Candidates with any conflict of interest.

## **VIII Tenders**

Tenders shall be sent (only by email) to CEN/TC 260/WG 8 Secretary, Mr Olivier Teitgen (see contact details below), as soon as possible, to be received at the latest by **2023/06/25**. The Call for Tender Application form is detailed in Annex IV. Applications received after this deadline will not be taken into consideration. The tender shall be in English and contain:

- Curriculum Vitae of each relevant person participating in the project, demonstrating the necessary expertise and other selection criteria according to Annex II;
- Any required accreditation certificates;
- A schedule and a description of the execution of the tasks which will be carried out in the project as such;
- A table with detailed information on the costs (a template of the table is given in Annex III);
- Appropriate documentation to prove the economic and financial capacities;
- Any further documents to prove the qualification required in the above Clauses on Selection and Award criteria;
- A signed declaration, by which the candidate(s) certifies not to be subject to one of the exclusion criteria as described in Clause “Eligibility criteria” and the veracity of the adjoining documents.

Please note that, to ensure equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. Therefore, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also that proposals deviating from the technical specifications may be rejected for non-conformity.

Candidates may apply for more than one role. In case of multiple applications candidates shall state their priorities.

Tenders should be sent by legal representative, i.e. to be considered, any possible association has to be formalized according to the local legislation before submitting the tender. Working teams, partnerships and other groups of people, particularly under the aegis of an institute qualify as contractors for the service contracts awarded in the course of this CFT (Call for Tender). Partnerships or joint ventures and other legally binding co-operations regardless of their organizational form qualify as well, provided they are recognized entities under the applicable national laws. Potential candidates may come from the public sector as well as from the private industry. It is essential however that the qualifications and experience of the individual fulfilling the tasks are properly described.

It is possible to apply for a work package as a consortium. If a consortium is formed, one institute needs to be identified as the leader of the consortium and the division of labour between the consortium members should be clearly described and justified. In this case, only the leader of the consortium would sign the contract with the contractor and ensure that all tasks are fulfilled and is responsible for the justifications and expenses of the consortium members. It is essential however that all members of the consortium are properly identified within the offer.

Regarding question concerning the information provided in this call for tender or in case of need for clarification or additional information please contact CEN/TC 260/WG 8 Secretary, Mr Olivier Teitgen (see contact details below).

If due to queries or other reasons supplementary information to this call for tender is required, this will be published on the website of the AFNOR and CEN-CENELEC.

Please send your application to :

BN FERTI (on behalf of AFNOR) Mr Olivier Teitgen CEN/TC 260/WG 8 Secretary <a href="mailto:oteitgen@bnferti.fr">oteitgen@bnferti.fr</a> Le Diamant A – 92909 LA DEFENSE CEDEX France Phone : +33 (0)1 46 53 10 47
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# Annex I. Project Plan

## 1. Background and general objectives

### **Background of Standardisation request M/564**

With Standardization Request (SReq) M/564 of February 2020 and M/564 Amd 1, the European Commission (EC) charged the European Committee for Standardization (CEN) to elaborate harmonized European Standards and European standardization deliverables in the framework of the Regulation (EU) 2019/1009 on fertilising products.

The new Regulation creates a level playing field for all fertilizing products. At the same time, new common requirements for quality, safety and labelling will allow European farmers to make informed choices, contributing to making food production more cost and resource effective. The harmonized standards will help economic operators and competent authorities to verify the compliance of CE-marked fertilizing products against the legal requirements.

The aim of the SReq is to develop methods on sampling and analysis of fertilizing products. The establishment of standardized methods of analysis is of utmost importance to guarantee a uniform application and control of the European legislation in all Member States. Standardized methods of analysis are an indispensable element in increasing the quality and safety for fertilizing products for the benefit of farmers. In this perspective, validated modern analytical methods are a prerequisite for reliable analytical results.

In accordance with Article 13(2) of Regulation (EU) 2019/1009, tests for verifying the conformity of EU fertilizing products with the requirements set out in Annexes I, II and III to that Regulation which are in conformity with harmonized standards or parts thereof, the references of which have been published in the *Official Journal of the European Union*, are to be presumed to be reliable and reproducible to the extent that the tests are covered by those standards or parts thereof.

Harmonized standards help ensuring a high level of protection of human, animal and plant health and of the environment throughout the European Union and contribute to the free movement of quality EU fertilizing products in the Union. Given that such standards are technology-neutral and performance-based, they also contribute to ensuring equal conditions of competition among relevant economic operators dealing with EU fertilizing products, in particular small and medium-sized enterprises. Harmonized standards help manufacturers in proving the conformity of their products with the relevant requirements set out in Union harmonization legislation.

The Standardization Request includes a very large number of standardization projects and a broad scope of application with regard to the product range. Three CEN/Technical Committees (TCs) will perform the work mandated under this SReq:

- CEN/TC 260 Fertilizers and liming materials,
- CEN/TC 223 Soil Improvers and growing media, and
- CEN/TC 455 Plant biostimulants.

This proposal concerns the standards relevant to CEN/TC 260 'Fertilizers and liming materials'. The work is carefully coordinated with together with CEN/TC 223 'Soil improvers and growing media' and CEN/TC 455 'Plant biostimulants'. Where possible, work will be coordinated with ISO/TC 134 'Fertilizers, growing media and beneficial substances'.

## **General objectives within CEN/TC 260**

The objective of CEN/TC 260 is the elaboration of harmonized standardized methods for sampling and analysis of fertilizers and liming materials. The secretariat is held by the German Institute for Standardization (DIN). The list of standards adopted by CEN/TC 260 is available on [CEN CENELEC website](#). Many of these standards have been developed in the frame of three EU Mandates as M/335, M/418 and M/455.

Within CEN/TC 260, the Standardization Request M/564 and M/564 Amd 1 concerns the elaboration of the following deliverables:

- 29 harmonized European Standards (hENs);
- 49 European Standards (ENs);
- 45 CEN Technical Specifications (CEN/TS)

that will cover fertilizing products under the following Product Function Categories:

- PFC 1 Fertilizers
- PFC1/A Organic fertilizers
- PFC 1/B Organo-mineral fertilizers
- PFC 1/C Inorganic fertilizers
- PFC 2 Liming materials
- PFC 5 Inhibitors
- PFC 7 Fertilizing product blends,

and the following Component Material Categories (CMCs):

- CMC 1 Virgin material substances and mixtures
- CMC 8 Nutrient Polymers.

Furthermore, other CMCs will be addressed in the standardization deliverables if relevant for the fertilizing products of CEN/TC 260.

## **2. Workload within CEN/TC 260/WG8**

WG 8 *Organic and organo-mineral fertilizers* is in charge of developing 19 documents that are elaborated in two steps: as Technical Specification first (CEN/TS) and then as European Standards (EN or hEN). The CEN/TS have already been published and will be used as a basis for the development of the ENs.

Six Task Groups were set up to implement the extensive program as follows:

- TG 1: Heavy metals and micronutrients (total and water soluble)
- TG 2: Primary nutrients (except N) and secondary nutrients (total and water soluble and different solubilities for P<sub>2</sub>O<sub>5</sub>)

- TG 3: Biuret
- TG 4: Pathogens
- TG 5: Total Nitrogen and different forms of Nitrogen
- TG 6: Dry matter and organic carbon

The standards to be drafted by these Task Groups are given in the following paragraphs. An estimation of the number of meetings to be organized has also been made. **However, for all meetings, be advised that :**

- Depending on different factors, (such as complications regarding the development of test methods), the number of meetings might change;
- Some face-to-face meeting can be turned into virtual meetings.

### 2.1 Task Group 1: Heavy metals and micronutrients (total and water soluble)

This task group will be in charge of developing the following projects:

#### **Project n°1 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of chromium VI content (CEN/TS + hEN)**

This hEN establishes the methodology for the determination of chromium VI in organic and organo-mineral fertilizers by ion chromatography.

Number of methods to be developed: 1  
 The project leader will ensure draft standard writing.  
 The project leader will be involved in:  
 - physical and virtual Task Groups meetings (current estimation around 3 days per year)  
 - physical and virtual WG-meetings (current estimation is around 6 days per year)

#### **Project n°2 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Digestion by aqua regia for subsequent determination of elements (CEN/TS + EN)**

This EN establishes the methodology for the digestion by aqua regia of the different nutrients and trace elements (P, K, Ca, Mg, Na, S, B, Cu, Co, Fe, Mn, Mo, Zn, As, Cd, Cr, Hg, Ni, Pb) before the determination of their total content.

This item will support an hEN.

Number of methods to be developed: 1  
 The project leader will ensure draft standard writing.  
 The project leader will be involved in:  
 - physical and virtual Task Groups meetings (current estimation around 3 days per year)  
 - physical and virtual WG-meetings (current estimation is around 6 days per year)

#### **Project n°3 : Organic and organo-mineral fertilizers - Determination of total content of specific elements by ICP-AES after digestion by aqua regia (CEN/TS + EN)**

The document establishes the methodology for the determination of total content of P, K, Ca, Mg, Na, S, B, Co, Cu, Fe, Mn, Mo, Zn, As, Cd, Cr, Ni, Pb by ICP-AES after their digestion by aqua regia.

This item will support an hEN.

Number of methods to be developed: 1  
 The project leader will ensure draft standard writing.



The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°4 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of mercury content (CEN/TS + EN)**

This document establishes the methodology for the determination of the mercury content.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°5 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Extraction by water for subsequent determination of elements (CEN/TS + EN)**

This document establishes the methodology for the extraction by water of different nutrients: P, K, Ca, Mg, Na, S, B, Co, Cu, Fe, Mn, Mo, Zn before the determination of their water soluble content.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°6 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of the inorganic arsenic content (CEN/TS + EN)**

This document establishes the methodology for the determination of inorganic arsenic content.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**2.2 Task Group 2: Primary nutrients (except N) and secondary nutrients (total and water soluble and different solubilities for P<sub>2</sub>O<sub>5</sub>)**

This group will be in charge of developing the following projects:

**Project n°7 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of the content of specific elements by ICP-AES after extraction by water (CEN/TS + EN)**

This document establishes the methodology for the determination of water soluble content of P, K, Ca, Mg, Na, S, B, Co, Cu, Fe, Mn, Mo, Zn by ICP-AES.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°8 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of specific elements (CEN/TS + hEN)**

This document specifies the references to the relevant methods for the detection of following specific elements

- total P<sub>2</sub>O<sub>5</sub>, K<sub>2</sub>O, CaO, MgO, Na<sub>2</sub>O, SO<sub>3</sub> content in organic and organo-mineral fertilizers,
- inorganic As, Cd, total Cr, Hg, Ni, Pb, Cu, Zn, content in organic and organo-mineral fertilizers,
- water soluble CaO, MgO, Na<sub>2</sub>O, SO<sub>3</sub> content in organic and organo-mineral fertilizers,
- water soluble P<sub>2</sub>O<sub>5</sub>, K<sub>2</sub>O content in organo-mineral fertilizers,
- neutral ammonium citrate soluble P<sub>2</sub>O<sub>5</sub> content in organo-mineral fertilizers,
- formic acid soluble P<sub>2</sub>O<sub>5</sub> content in organo-mineral fertilizers,
- total B, Co, Fe, Mn and Mo content in organo-mineral fertilizers,
- water soluble B, Co, Cu, Fe, Mn, Mo and Zn content in organo-mineral fertilizers.

Number of methods to be developed: No method

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°9 : Fertilizers and liming materials - Organo-mineral fertilizers - Extraction of phosphorus by formic acid for subsequent determination of P by ICP-AES (CEN/TS + EN)**

This document EN establishes the methodology for the extraction of phosphorus by formic acid for subsequent determination of P in organo-mineral fertilizers.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°10 : Fertilizers and liming materials - Organo-mineral fertilizers - Extraction of phosphorus, which is soluble in neutral ammonium citrate (NAC) for subsequent determination of P by ICP-AES (CEN/TS + EN)**

This document establishes the methodology for the extraction of phosphorus, which is soluble in neutral ammonium citrate in organo-mineral fertilizers.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

### 2.3 Task Group 3: Biuret

This group will be in charge of developing the following project:

#### **Project n°11 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of biuret content (CEN/TS + hEN)**

This document establishes the methodology for the determination of biuret content.

- Number of methods to be developed: 1
- The project leader will ensure draft standard writing.
- The project leader will be involved in:
  - physical and virtual Task Groups meetings (current estimation around 3 days per year)
  - physical and virtual WG-meetings (current estimation is around 6 days per year)

### 2.4 Task Group 4: Microbial Criteria

This group will be in charge of developing the following projects:

#### **Project n°12 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of specific pathogens (CEN/TS + hEN)**

This document specifies the references to the relevant methods for the detection of specific pathogens of organic and organo-mineral fertilizers.

- Detection of salmonella spp
- Detection of Escherichia coli
- Detection of Enterococcaceae

- Number of methods to be developed: No method
- The project leader will ensure draft standard writing.
- The project leader will be involved in:
  - physical and virtual Task Groups meetings (current estimation around 3 days per year)
  - physical and virtual WG-meetings (current estimation is around 6 days per year)

#### **Project n°13 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of Salmonella spp (CEN/TS + EN)**

This document establishes the methodology to detect Salmonella spp.

This item will support an hEN.

- Number of methods to be developed: 1
- The project leader will ensure draft standard writing.
- The project leader will be involved in:
  - physical and virtual Task Groups meetings (current estimation around 3 days per year)
  - physical and virtual WG-meetings (current estimation is around 6 days per year)

#### **Project n°4 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of Escherichia coli (CEN/TS + EN)**

This document establishes the methodology to detect Escherichia coli.

This item will support an hEN.

Number of methods to be developed: 1  
The project leader will ensure draft standard writing.  
The project leader will be involved in:  
- physical and virtual Task Groups meetings (current estimation around 3 days per year)  
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°15 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of Enterococcaceae (CEN/TS + EN)**

This document establishes the methodology to detect Enterococcaceae.

This item will support an hEN.

Number of methods to be developed: 1  
The project leader will ensure draft standard writing.  
The project leader will be involved in:  
- physical and virtual Task Groups meetings (current estimation around 3 days per year)  
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**2.5 Task Group 5: Total N and all forms of N including organic N**

This group will be in charge of developing the following project:

**Project n°16 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of nitrogen content (CEN/TS + hEN)**

This document establishes the methodology for the determination of nitrogen content including total nitrogen and ammoniacal, nitric, urea, organic nitrogen as well as the calculation of the nitrogen content as a result of ammonium nitrate.

Number of methods to be developed: 4 (Determination of the ammoniacal nitrogen content, Determination of the nitric nitrogen content (only for organo-mineral), Determination of the urea nitrogen content (only for organo-mineral), Determination of the organic nitrogen content)

The project leader will ensure draft standards writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**2.6 Task Group 6: Organic Carbon and dry matter**

This group will be in charge of developing the following projects:

**Project n°17 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of specific parameters (CEN/TS + hEN)**

This document specifies the references to the relevant methods for determination of organic carbon content and dry matter content.

Number of methods to be developed: No method  
The project leader will ensure draft standard writing.  
The project leader will be involved in:  
- physical and virtual Task Groups meetings (current estimation around 3 days per year)

- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°18 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of the dry matter content (CEN/TS + EN)**

This document specifies a method for the determination of the dry matter content in organic and organo-mineral fertilizer.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

**Project n°19 : Fertilizers and liming materials - Organic and organo-mineral fertilizers - Determination of the organic carbon content (CEN/TS + EN)**

This document specifies a method for the determination of the organic carbon content in organic and organo-mineral fertilizers.

This item will support an hEN.

Number of methods to be developed: 1

The project leader will ensure draft standard writing.

The project leader will be involved in:

- physical and virtual Task Groups meetings (current estimation around 3 days per year)
- physical and virtual WG-meetings (current estimation is around 6 days per year)

## Annex II. Specific requirements for the CEN/TC 260/WG 8 Project Leaders position

The selection of the CEN/TC 260 WG 8 *Project Leaders* will be made on basis of the following criteria:

Elements that need to be addressed in the tender	Weight
<b>PROFILE</b>	<b>60 %</b>
<b>Required expertise and experience</b>	<b>45%</b>
Expertise knowledge (Agronomy, organic and organo-mineral fertilizers, methods of characterization on the standardized topic)	20%
5-7 years of practical experience in the topic to be standardized	10%
Experience in the development and validation of methods for characterization of organic or organo-mineral materials used as fertilisers or soil improvers (number of project, number of year, etc)	10%
Experience in European policies and legislation	5%
<b>Management competences, experience or ability to :</b>	<b>15%</b>
Present complex issues in the given context as a definition in an understandable way	5%
Contribute as content provider to the requested deliverable	5%
Ensure the consolidation and integration of all contents provided by the participant experts	5%
<b>SUPPLY OF DELIVERABLES</b>	<b>30%</b>
<b>Understanding of tasks and responsibilities</b>	<b>16%</b>
Number of days of work	4%
Quality of the proposal (comprehension of the scope, clarity, match with description given)	12%
<b>Ability to supply deliverables as specified target dates</b>	<b>14%</b>
Calendar of the proposal vs expected	14%
<b>ENGLISH LANGUAGE AND COMMUNICATION SKILLS</b>	<b>10%</b>
English level, including knowledge of vocabulary related to standardization work and/or the fertilizing sector	5%
Participation to events/working groups in English, preferably in the context of standardization work and/or related to the fertilizing sector	5%
<b>TOTAL</b>	<b>100%</b>

Candidates replying to this call shall score at least 65 % of the selection criteria mentioned in the table above. After evaluation, the replies from applicants for each Task Group will be ranked using the equation below to determine which replies offer best value for money, in which quality defines 70 % and the price defines 30 % of the total score for the tender.

$$\text{Score for tender X} = 0,3 \left( \frac{\text{cheapest price}}{\text{price of tender X}} \right) + 0,7 \left( \frac{\text{points awarded to tender X according to Table A2.1}}{100} \right)$$

### Annex III: Table with detailed information on the costs

The following table shall be used in the tender to give detailed information on the costs regarding the work of Project leader.

Expert	Daily rate	Number of person days	Total	Travel budget	Total cost
	0,00	0	0,00	0,00	0,00

## Annex IV:

### **Application to a Call for Tender / Consultation process in compliance with SMP Single Market Programme Regulation (and its financing decision) & MGA (Mono or Multi beneficiary(ies) Grant Agreement)**

*Important : If you apply for several positions of Project Leaders you have to fill a form for each application*

#### **A- Contact details of the Expert**

Name:  
Position:  
Phone:  
Email address:  
Personal website (if any):

#### **B- Information about the organisation/s the expert is working (name, website, contact person, phone, email)**

#### **C- Curriculum Vitae (maximum 4 A4 pages) - can also be enclosed separately**

#### **D- Please specify the position you are applying for:**

CEN/TC 260/WG 8 Project Leader of project n°: \_\_\_\_\_



**E- Please describe and provide 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
		<b>PROFILE</b>	
		<b>Required expertise and experience</b>	
		Expertise knowledge (Agronomy, organic and organo-mineral fertilizers, methods of characterization on the standardized topic)	
		5-7 years of practical experience in the topic to be standardized	
		Experience in the development and validation of methods for characterization of organic or organo-mineral materials used as fertilisers or soil improvers (number of project, number of year, etc)	
		Experience in European policies and legislation	
		<b>Management competences, experience or ability to :</b>	
		Present complex issues in the given context as a definition in an understandable way	
		Contribute as content provider to the requested deliverable	
		Ensure the consolidation and integration of all contents provided by the participant experts	
		<b>SUPPLY OF DELIVERABLES</b>	
		<b>Understanding of tasks and responsibilities</b>	
		Number of days of work proposed to complete the work you are applying for	
		Description of the way you intend to manage the work you are applying for	
		<b>Ability to supply deliverables as specified target dates</b>	
		Propose a provisional calendar to manage the work you are applying for	
		<b>ENGLISH LANGUAGE AND COMMUNICATION SKILLS</b>	
		English level, including knowledge of vocabulary related to standardization work and/or the fertilizing sector	
		Participation to events/working groups in English, preferably in the context of standardization work and/or related to the fertilizing sector	

**F- Information on the costs of the experts: table as per Annex III**

**G- 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:

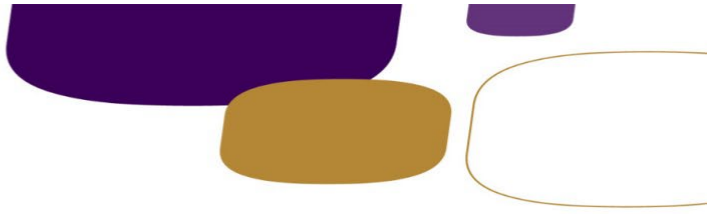
- a) subject of a non-likely judgment of recourse for a professional infringement
- b) to be in an irregular tax situation or in an irregular special taxation situation
- c) to provide with incomplete or erroneous information

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

Signed:

On behalf of: (print name here)

Date:



## Fiche Contrat / *Contract form*

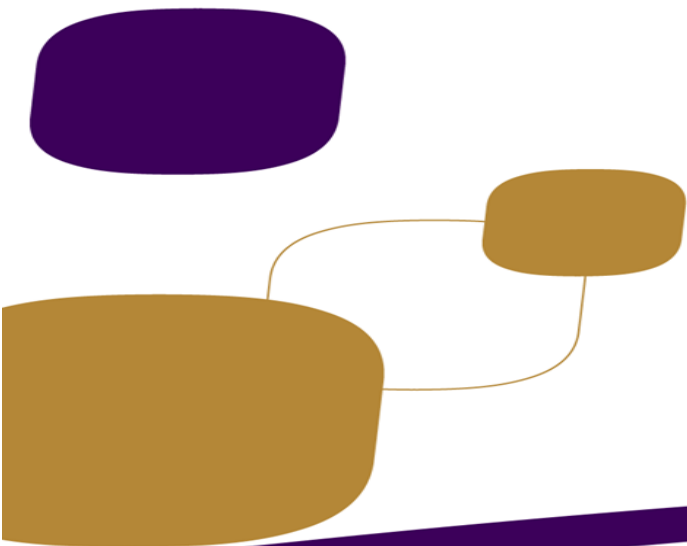
Données prestataires / contrat - Observations par rapport au contrat /  
*Supplier information / Comments in relation to the contract clauses*

Date de l'offre / <i>date of commerciale proposal</i> :	
Nom du Candidat ( ou sous-traitant) / <i>Name of the Applicant (or subcontractor)</i> :	
Contact / <i>contact</i>	
Téléphone / <i>Phone number</i>	

**MERCI DE BIEN VOULOIR COMPLETER L'ENSEMBLE DES ONGLETS !**  
**L'ABSENCE D'OBSERVATION SUR LE CONTRAT VAUT ACCEPTATION DE L'ENSEMBLE DES CONDITIONS DU CONTRAT PROPOSE**

*PLEASE COMPLETE ALL THE TABS!*

*THE ABSENCE OF ANY COMMENT ON THE CONTRACT IMPLIES ACCEPTANCE OF ALL THE CONDITIONS OF THE PROPOSED CONTRACT*



## Fiche contrat | Données prestataire /

Contract form | Supplier information

Les données de la présente fiche permettra d'établir les documents contractuels à AFNOR dans le cas ou votre offre est retenue  
The information in this document will be used by AFNOR to prepare the contract documents in case your proposal is accepted.

<b>Intitulé du marché / Title of the contract</b>	
<b>Nom du Candidat ( ou sous-traitant) /</b> Name of the Applicant (or subcontractor) :	
<b>Prestation(s) sous-traitées (nature de la prestation) /</b> Subcontracted service(s) (nature of service):	

## Coordonnées de l'entreprise (contrat) / Company details (contract)

<b>Dénomination sociale / Company name :</b>	
<b>Adresse / Address :</b>	
<b>Code postal - Ville - Pays / Postal code - City - Country :</b>	
<b>Forme juridique / Legal form :</b>	
<b>Montant du capital en euros / Amount of capital in Euros :</b>	
<b>Siret et ville d'immatriculation / Registration number</b>	
<b>Prénom/Nom/qualité du représentant légal /</b> First name & Last name/job title of the legal representative :	

## Interlocuteurs des parties durant la mission / Contact persons for the parties during the contract<sup>2</sup>

<b>Rôle / Role</b>	<b>Gestion du contrat et conditions commerciales /</b> Contract management and commercial conditions	<b>Interlocuteur opérationnel : Déroulement de l'exécution</b> <b>des prestations / Operational contact</b>
<b>Prénom Nom / First name - Last name</b>		
<b>Fonction / Job title</b>		
<b>Téléphone et e-mail / Phone and e-mail</b>		

## Fiche contrat | Observations par rapport au contrat (si applicable)

Contract form | Comments in relation to the contract clauses (if applicable)

<b>Intitulé du marché / Title of the contract</b>	
<b>Nom du Candidat ( ou sous-traitant) / Name of the Applicant (or subcontractor) :</b>	
<b>Référence Dossier / file reference :</b>	

Dans le cas ou plusieurs contrats sont proposés, par type de prestation (ex. prestations d'intégration, prestations de maintenance,...) faire une section par contrat  
If several contracts are being proposed, by type of service (e.g. integration services, maintenance services, etc.) please create separate sections per contract

### Titre du contrat

Article / article	Modification proposée / requested modifications

### RGDP (si applicable) / GDPR (General Data Protection Regulation) if applicable

<b>Les Données à caractère personnel traitées dans le cadre du marché : *Exemples : civilité, adresse postale, adresse mail, centre de préférences, n° de tel fixe, n° tel portable...</b> <i>The personal data processed within the framework of the contract: *Examples: title, postal address, e-mail address, preference centre, fixed telephone number, mobile telephone number.</i>	
<b>Les catégories de personnes concernées : *Exemples : clients, prospects, personnes certifiées, stagiaires (formation), collaborateurs...</b> <i>The categories of persons concerned : *Examples: customers, prospects, certified persons, trainees (training), employees...</i>	

## #PARTIES

### SERVICE CONTRACT UNDER THE GA NO. CEN/**GA REFERENCE**

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 their capacity as Managing Director

hereinafter referred to as "**AFNOR**"

AND, party of the second part,

#### **PARTIE 1\***

**COMPANY NAME, COMPANY FORM (E.G.: ASSO/SA/SA, etc.)** with headquarters at **ADDRESS OF THE CONTRACTOR'S REGISTERED OFFICE**, registered in the Trade and Companies Register **TOWN REGISTERED IN** with the number **REGISTERED NUMBER**, duly represented by **FIRST NAME AND LAST NAME OF THE AUTHORISED REPRESENTATIVE**, in their capacity as **ROLE OF AUTHORISED REPRESENTATIVE**

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

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

**Whereas\*:**

Wishing to continue their partnership, the purpose of which is to contribute to achieving the objective of the Community's policy on standardisation, the European Commission (EC) and the European Committee for Standardisation (CEN) have developed the subsidy scheme for standardisation activities as part of the EC's policy of simplification through harmonisation of custom procedures, in particular contractual processes. For this purpose, a new grant contract model or "Grant Agreement" (GA) was introduced, which constitutes the common base of legal clauses for all directly managed grant programmes. When the European Innovation Council and SME's Executive Agency (EISMEA) of the European Commission decides to award a grant for carrying out a standardisation task, it proposes that CEN and the standardisation office designated by it sign this Grant Agreement.

It is in this context that the "Grant Agreement No. CEN/**GA REFERENCE**, attached hereto (hereinafter the "GA") entrusts AFNOR with carrying out the work. Part of this work, including the technical specifications and the corresponding budget as defined in the annexes of the GA, is entrusted to the CONTRACTOR by AFNOR.

The CONTRACTOR, having considered the GA, has declared that it has the required skills and experience and that it has the necessary organisation, material and human resources to provide the service requested. The CONTRACTOR undertakes to comply with all the obligations laid down in the GA.

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

- The GA and its annexes
- This service contract and any amendments thereto

In the event of any discrepancy, the provisions of the GA and its annexes shall prevail over those of this service contract and any amendments thereto.

**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 annex 1 of the GA (hereinafter the "Services").

**Article 2. Obligations of the CONTRACTOR**

The CONTRACTOR agrees to use its best efforts in performing the Services in accordance with the GA and the best practices of its profession.

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;
- comply with the provisions of the GA, in particular Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (privacy protection) and 17.3 (protection of the environment), 18 (specific rules for carrying out actions), 19 (information) and 20 (record keeping) of the GA.

- send 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 GA within the set deadlines;
- draw up and send to AFNOR, at the key stages of the project defined in the Annex to the GA, a report specifying the progress of the services carried out, i.e. an interim report and a final report in accordance with the requirements set out in Article 4.2 of the GA and according to the model proposed by CEN;
- 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.

**2.1.** The CONTRACTOR agrees, under penalty of article 5 hereof, to comply with the agreed deadlines in accordance with the calendar set out in the GA.

**2.2.** 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 any body mentioned in article 25 of the GA, to access its premises and documents relating to the execution of the contract on simple request.

**2.3.** The CONTRACTOR must maintain and keep, for a period of 5 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**

AFNOR shall give the CONTRACTOR the information needed to effectively fulfil the Services. AFNOR shall appoint a primary point of contact in order to maintain dialogue throughout the different stages of the services entrusted. Should the GA 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 Annex 2 ("Financial Terms") hereof.

AFNOR reject costs or contributions which are not eligible (in accordance with the provisions of Article 6 of the GA), in particular as a result of checks, examinations, audits or investigations (which may be carried out as described in Article 25 of the GA). The rejection may also be based on findings made in the context of other grants paid by the European Commission.

If AFNOR rejects fees or contributions, these will be deducted from the fees or contributions reported.

### **Article 5. Penalties**

If the contractual deadlines are not adhered to or in the event of a serious breach of its obligations, the CONTRACTOR shall be liable, simply by virtue of the fact that a delay or breach is noted, to financial penalties, the amount of which shall be fixed in proportion to the seriousness of the delay or breach concerned pursuant to the provisions of Article 138-2 of the European Regulation 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.



The maximum amount of such penalties shall not exceed 10% of the total value of the remuneration provided for herein.

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 takes effect from **START DATE OF GA** and will terminate on the date on which the GA ends and/or under the provisions of the GA (Article 32).

### **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 that 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 GA by the CEN or the European Commission.

## **Article 7. Intellectual Property**

### **7.1 Principle of granting intellectual property rights relating to the Results**

The European Commission does not obtain ownership of the results produced under the action.

However, the beneficiaries of the GA must give each other and the other participants access to the tangible or intangible elements of the action, such as data, know-how or information, whatever their form or nature, whether or not they can be protected, as well as to the rights attached thereto, including the intellectual property rights resulting from the Services (hereinafter referred to as the “Results”), which have been identified as being necessary for the implementation of the action, subject to any specific rules set out in Annex 5 to the GA.

Consequently, the CONTRACTOR grants to AFNOR, in the form of a free, non-exclusive and irrevocable licence, which will transfer them to CEN, which will then transfer them to the European Commission:

- a) rights of use for the purposes of the European Commission and in particular making available to persons working for the Commission, other institutions, agencies and bodies of the Union and the institutions of the Member States, as well as copying and reproduction in whole or in part and in an unlimited number of copies;
- b) rights of public dissemination, including publication on paper and in electronic or digital form, publication on the Internet, including the Europa website, in the form of a downloadable or non-downloadable file, dissemination by any kind of public transmission, display or presentation technique, communication through press information services, inclusion in databases or widely accessible indexes;

- c) translation rights;
- d) access rights on individual request without reproduction or exploitation rights of the Council and the Commission;
- e) storage rights in paper, electronic or other form;
- f) archiving rights in accordance with the Commission's document management rules;
- g) the rights to authorise or sub-licence the modes of exploitation referred to in points b) and c) to third parties.

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.

The following information about the CONTRACTOR will be inserted when the Result is disclosed by the European Commission: "© - year - name of the copyright owner All rights reserved. Licensed by the European Union under conditions. "

## **7.2 Exception for standardisation deliverables**

In view of the specific business model of the standards organisations, and in accordance with the provisions of Annex 5 of the GA, the access fees in the European standardisation actions referred to above do not include the following elements:

- the right to make standards and standardisation deliverables available to people working for other EU services (including institutions, bodies, offices, agencies, etc.) other than the EMEAE or to persons working for an institution or body of an EU Member State;
- to copy or reproduce them in whole or in part, in unlimited numbers; and communication through press information services
- the right to distribute standards and standardisation deliverables to the public (in particular, publication on paper and in electronic or digital format, publication on the Internet, in the form of a downloadable or non-downloadable file, dissemination through any channel, public exhibition or presentation, communication through the press information services, etc.) public presentation, communication through press information services, or inclusion in widely accessible databases or indexes)
- the right to edit or redraft standards and standardisation deliverables
- translation of standards and standardisation products
- processing, analysing and aggregating the standards and standardisation deliverables received and producing derived works.

## **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 *out of consideration 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**

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. If the CONTRACTOR fails to comply with any of its obligations under this contract, the amount to be paid to it may be reduced as set out in the "Penalties" section above.

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.

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

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. Invalidity**

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 a warranty claim, several defendants or summary proceedings.

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

**For AFNOR,**

Olivier PEYRAT

Director General

**For the CONTRACTOR**

FIRST NAME AND LAST NAME OF AUTHORISED REPRESENTATIVE

ROLE OF AUTHORISED REPRESENTATIVE

**ANNEX 1 - GA**

## ANNEX 2 – FINANCIAL TERMS

### 1. Eligibility of costs

To be eligible, the costs included in the CONTRACTOR's price must comply with the eligibility conditions defined in Articles 6 and 8 of the GA and be calculated on the basis of the costs actually incurred.

### 2. Price\*

The price is quoted in euros, exclusive of VAT, and shall therefore be increased by the value of the taxes applicable on the invoice date.

In return for the completion of the Services by the CONTRACTOR, AFNOR shall pay the maximum firm all-inclusive and non-revisable price of: **MAXIMUM PRICE (IN NUMBERS AND IN EUROS) PAID BY AFNOR € excl. of VAT**

This price includes the transfer of intellectual property rights relating to the Results as well as the mission expenses invoiced in real terms and for which the supporting documents must imperatively be transmitted to AFNOR.

### 3. Payments

#### 3.1. Invoicing procedure

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

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

#### 3.2. Declaration of costs

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

*"I, the undersigned ..... represent the following, within the context of the contract [GA No. CEN/GA REFERENCE] 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;"*

#### 3.3. 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 GA;
- 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 has 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.

### **3.4 Payment schedule**

- **First payment** in the amount of **AMOUNT OF THE FIRST PAYMENT REPRESENTING 25% (IN EUROS) €** (25%), upon signing this contract.
  
- **Second payment** in the maximum amount of **AMOUNT OF THE SECOND PAYMENT (IN EUROS) €** (**PERCENTAGE REPRESENTED BY THE SECOND PAYMENT AMOUNT %**) upon acceptance of the second interim report and the financial justifications by the European Commission and provided that the invoicing arrangements have been respected and that the cumulative conditions referred to in Article 3.3 above are met.
  
- **Payment of the balance**, upon acceptance of the final report and financial statements by the European Commission and provided that the invoicing arrangements have been respected and that the cumulative conditions referred to in Article 3.3 above are met.

### **3.5 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.

### **3.6. 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.