



**Office of the Secretary General  
of the European Schools**  
Rue de la Science, 23  
1040 Brussels

**[OPEN PROCEDURE]**

**PROVISION OF CONTENTS AND TRAINING RESOURCES FOR THE CONTINUOUS PROFESSIONAL  
DEVELOPMENT OF THE STAFF OF THE EUROPEAN SCHOOLS AND THE OFFICE OF THE  
SECRETARY-GENERAL**

**TENDER SPECIFICATIONS**

**[Part 1 – Administrative specifications]**

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## 1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

### 1.1. Contracting authority: who is the buyer?

This procurement is launched and managed by the Office of the Secretary-General of the European Schools (OSGES), referred to as the *Contracting authority* for the purposes of this call for tender.

### 1.2. Subject matter: what is this procurement about?

The subject of this call for tenders is the **Provision of Quality Contents and Training Resources for the Continuous Professional Development of the staff of the European Schools (ES) and the OSGES.**

### 1.3. Lots: is this procurement divided into lots?

This procurement is divided into 2 (two) lots:

| Lot number | Lot title   |
|------------|---|
| Lot 1      | Commercial third-party contents / training resources for the management, educational, administrative, and technical staff of the ES or the OSGES. |
| Lot 2      | Creation of specific training resources for the Continuous Professional Development of the staff of the ES system.                                |

Tenders may be submitted for 1 (one), or all 2 (two) lots. Each lot will be assessed independently of any other lot. Tenders which cover only part of one lot or are declared as being conditional on the award of any other lots are not permitted and will be dismissed of its own motion because of irregularity.

### 1.4. Technical description: what do we want to buy through this procurement (minimum technical specifications)?

The services that are the subject of this call for tender, including any minimum requirements, are described in detail in the document *Tender Specifications – part 2: Technical specifications*, hereafter referred to as *Technical specifications*.

#### 1.4.1. Background

Currently, the [Office of the Secretary-General of the European Schools](#) (hereafter “OSGES”), the Inspectors and the Schools deliver in-situ and other continuous professional development activities for the staff of the ES, for a total of approximately 3.500 teachers and other educational professionals. At the same time, the staff of the [Accredited European Schools<sup>1</sup>](#) (AES),

<sup>1</sup> Accredited European Schools are schools which offer a European education that meets the pedagogical requirements laid down for the European Schools but within the framework of the national school networks of the Member States. Accredited European Schools are thus outside the legal, administrative and financial framework to which the European Schools are compulsorily subject.

approximately 1.500 educational professionals, require adequate training that should be aligned with the principles and the framework of the European schools CPD system.

Besides, about 480 administrative and ancillary staff must necessarily benefit of participating in adequate and quality training activities.

Information about the OSGES, European Schools and Accredited European Schools can be found on the official website of the European Schools:

<https://www.eursec.eu/>

All figures regarding number of staff involved in the contents of this tender are estimates based on the latest statistical reports published on the OSGES website:

- ES : [eursec.eu/Documents/2023-10-D-7-en-2.pdf](https://eursec.eu/Documents/2023-10-D-7-en-2.pdf)

- AES : [2023-10-D-5-en-1.pdf \(eursec.eu\)](https://eursec.eu/Documents/2023-10-D-5-en-1.pdf)

The OSGES goal with this tender is to have access to quality training contents and resources aimed at fulfilling the requirements of the Continuous Professional Development of the staff mentioned above about a non-exhaustive set of topics that will be described in detail in the *Technical Specifications* for each target group and modality of contents.

For Lot 1, these contents will be provided via SaaS services or platforms aimed at delivering training activities in a variety of formats (videos, SCORM learning objects, eBooks, audio resources, etc.) and must allow the interoperability of the service with the online CPD platform currently being deployed for the OSGES community.

The interoperability of the contents between platforms must be guaranteed via commonly used standards (LTI, xAPI, SCORM, etc.).

For Lot 2, the OSGES aims to receive from the Tenderer a set of tailor-made contents to be delivered online adapted to the training needs of the staff regarding the same topics already mentioned above and based on methodology principles and course templates that will be discussed after this tender has been attributed. The contents could be original or adapted and converted from publicly available, creative common licenses training materials. These contents must be created using universally available authoring tools, preferably open source, that will allow OSGES designated personnel to modify or adapt the contents in the future as the training needs may evolve for each target group. The specific requirements of this type of contents and type of authoring tools allowed are described in detail in the *Technical Specifications* part of this document.

#### **1.4.2. Technical requirements**

See *Technical specifications*.

#### **1.4.3. Variants: Are variants allowed?**

Variants (alternatives to the model solution described in the Tender Specifications) are not allowed. The *Contracting authority* will disregard any variants described in a tender.

#### **1.4.4. Options: Are additional optional services requested?**

No option is requested. The *Contracting authority* will disregard any option proposed in a tender.

#### **1.4.5. Deliverables**

- Deliverable 1 (lot 1):
  - SaaS solution with contents / resources for the online training of the educational and administrative staff. Access of users provided via SSO or technical solutions that allow the users to access the solution from within the environment or with the same credentials that are used in the online CPD platform environment (Moodle-based).
    - This solution must include the administration and management by the OSGES designated staff for the creation of groups of users (available via interoperability with the existing OSGES platforms) and delegation of administration by roles.
    - It must allow the setup of reskilling and upskilling initiatives, learning paths, accreditation, or certification procedures according to competency-based frameworks (that will be determined by the OSGES and handed to the Tenderer). Providing ways of interconnection with EU Platforms (Europass, etc.) will be valued.
    - Effective tracing, monitoring, and reporting systems compatible with OSGES technology tools (mainly, based on the Microsoft ecosystem, i.e. Business Intelligence) must be provided, while maintaining the interoperability with the existing platform (online CPD platform based in Moodle) based in data minimization and anonymization measures to the maximum possible extent.
- Deliverable 2 (lot 2):
  - A set of learning objects (as described in the *Technical Specifications*) that will be created or adapted specifically for OSGES use, together with the sources and raw materials of all the resources used for their creation that should be, in any case, free to use and reshare, royalty-free or compatible with Creative Commons (CC) licences that allow future modification of the original sources.
  - The learning objects will be self-contained, will comprise a variety of multi-format resources (videos, eBooks, audio resources, etc.) and will be created using templates and methodology models that will be shared by the OSGES or co-designed with the Tenderer that effectively will deliver the contents after the tender.
  - Intellectual Property rights for the original products will always be respected. However, OSGES will retain ownership of all resources created under this tender. These resources, along with any publicly available Creative Commons-based resources adapted for use within the ES network, is intended to be shared under the same Creative Commons licenses as mentioned above.

#### **1.5. Place of performance: where will the contract be performed?**

The services will be performed at the following locations:

- Online for the SaaS of Lot 1.
- The contractor's premises for the contents of Lot 2. All contents produced will be delivered to OSGES in electronic format via commonly used standards when required.

### 1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of the following contract types per lot:

| Lot number | Contract type               |
|------------|-----------------------------|
| LOT 1      | a single framework contract |
| LOT 2      | a single framework contract |

A framework contract establishes a mechanism for future repetitive purchases by the *Contracting authority* to be awarded in the form of specific contracts or purchase order. The signature of a framework contract does not impose an obligation on the *Contracting authority* to conclude specific contracts or purchase order in accordance with the framework contract.

The framework contract will be concluded with one contractor. Specific contracts or purchase order shall be written on the basis of the terms laid down in the framework contract, refined or, in duly justified circumstances, supplemented to reflect the particular circumstances of the specific contract. The details are set out in Article I.4.3 of the Draft framework contract.

⚠ Tenderers need to take full account of the provisions of the Draft contract as the latter will define and govern the contractual relationship(s) to be established between the *Contracting authority* and the successful tenderer(s). Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

### 1.7. Volume and value of the contract: how much do we plan to buy?

An indicative estimate of the volumes to be ordered for each lot over the whole duration of the framework contract is given in the financial model in **Annex 3.1 & 3.2**. These volumes are estimates only and there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities which the *Contracting authority* will order through specific orders. In any case the *framework contract ceiling*, i.e. the maximum amount to be spent under the framework contract, for each lot shall not be exceeded.

If the total amount is reached for a lot, no more orders may be placed under the said lot, without notice or compensation, unless an addendum has been previously signed by both parties.

The *framework contract ceiling* for each lot is indicated in Heading 2.1.3 of the contract notice.

If the total amount is reached for a lot, no more orders may be placed under the said lot, without notice or compensation, unless an addendum has been previously signed by both parties.]

Within three years following the signature of the framework contract(s) resulting from the current procurement, the *Contracting authority* may use the negotiated procedure under point 11.1.e of Annex 1 to [Regulation \(EU, Euratom\) 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](#)<sup>2</sup>



to procure new services from the contractor(s) up to a maximum of 50 % of the initial *framework contract ceiling*. These services will consist in the repetition of similar services entrusted to the contractor(s) and will be awarded under the following conditions: lowest price.

### **1.8. Duration of the contract: how long do we plan to use the contract?**

The contract(s) resulting from the award of this procurement will be concluded for 12 months, tacitly renewable 3 times for successive periods of 12 months each, i.e. 48 months maximum, unless one of the parties receives formal notification to the contrary at least three months before the end of the current duration.

## 2. GENERAL INFORMATION ON TENDERING

### 2.1. Legal basis: what are the rules?

This procurement is governed by the provisions of:

- [the Financial regulation of the European Schools](#) and
- [Regulation \(EU, Euratom\) 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 Financial Regulation)<sup>2</sup>.

The type of procedure resulting from this procurement is : Open procedure.

### 2.2. Rules on access to procurement: who may submit a tender?

Participation in this procurement is open on equal terms to all natural and legal persons established in the European Union.

To enable *the Contracting authority* to verify the access, each tenderer must indicate its country of establishment (and in case of joint tender – the country of establishment of each group member) in **Annex 1.1** and must present the supporting evidence normally acceptable under the law of that country/-ies if so requested by the contracting Authority. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign as described in **Section 4.3**.

### 2.3. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender either as a sole tenderer or as a group of tenderers. In either case subcontracting is permitted.

In order to fulfil the selection criteria set out in **Section 3.2** the tenderer can rely on the capacities of subcontractors or other entities (not subcontractors).

The role of each entity involved in a tender (hereafter referred to as *involved entity*) must be clearly specified: sole tenderer, member of a group or Group leader, subcontractor or an entity on whose capacities the tenderer relies to fulfil the selection criteria<sup>3</sup>. This applies also where the *involved entities* belong to the same economic group.

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<sup>2</sup> Regulation (EU, Euratom) 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, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

<sup>3</sup> Such an entity is not considered a subcontractor, see Section 2.4.3.

### 2.3.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them. The group as a whole is considered a tenderer<sup>4</sup>.

All members of the group assume joint and several liability towards the *Contracting authority* for the performance of the contract as a whole.

Group members must appoint a *Group leader* and a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contact signature. The model power of attorney attached in **Annex 1.2** is to be used.

The joint tender must clearly indicate the role and tasks of each member and of the *Group leader* who will act as the *Contracting authority's* contact point for the contract's administrative or financial aspects and operational management. The *Group leader* will have full authority to bind the group and each of its members during contract execution. If the joint tender is successful, the *Contracting authority* shall sign the contract with the Group leader, authorized by the other members to sign the contract on their behalf via power of attorney drawn up in the model attached in **Annex 1.2**.

Changes in the composition of the group during the procurement procedure (after the submission deadline and before contract signature) shall lead to rejection of the tender except in case of a merger or takeover of a member of the group (universal succession), provided that the new entity has access to procurement (see **Section 2.2**) and is not in an exclusion situation, (see **Section 3.1**).

In any case the selection criteria must be still fulfilled by the group and the terms of the originally submitted tender may not be altered substantially, i.e. all the tasks assigned to the former entity must be taken over by the new entity member of the group, the change must not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender may not be modified.

### 2.3.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators which will perform part of the contract on its behalf. The contractor retains full liability towards the *Contracting authority* for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State (“intra-group posting” as defined by Article 1, 3, (b) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State (“hiring out of workers” as defined by

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<sup>4</sup> References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

Article 1, 3, (c) of [Directive 96/71/EC concerning the posting of workers in the framework of the provision of services](#)).

- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group (“intra-corporate transfer” as defined by Article 3, (b) of [Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer](#)).
- d) Use of staff without employment contract (“self-employed persons working for the contractor”) to perform substantially the same tasks as the staff with employment contract (“employees”), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting services are within the subject of this call for tender (see **Section 1.4**).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as “personnel” of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the *Technical specifications* expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a member of the group.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in **Annex 1.3** and signed by its authorised representative.

By filling in the form available in **Annex 1.3**, tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- on whose capacities the tenderer relies upon to fulfil the selection criteria as described under **Section 3.2**;
- whose individual share of the contract, known at the time of submission, is above 10 %.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the submission deadline and before contract signature) require the prior written approval of the *Contracting authority* subject to the following verifications:

- any new subcontractor is not in an exclusion situation;
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the Tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the *Contracting authority* and resulted in a signed contract, is considered authorised.]

### 2.3.3. Entities on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities, regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in **Annex 1.4**, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources.

If the contract is awarded to a tenderer intending to rely on another entity to meet the minimum levels of economic and financial capacity, the *Contracting authority* may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required (i.e. the latter will assume the role of subcontractors).

⚠ Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

### 3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer has access to procurement (see **Section 2.2**);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and signed by duly authorised representative(-s) of the tenderer);
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria;
- Verification of compliance with the minimum requirements defined in the Tender specifications;
- Evaluation of tenders on the basis of the award criteria.

The *Contracting authority* will evaluate the abovementioned elements in the order that it considers to be the most appropriate. If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation.

The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only tenderer(s) for whom the verification of all elements did not reveal grounds for rejection can be awarded the contract.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the *Contracting authority* during the procedure.

For the purposes of the evaluation related to exclusion and selection criteria *the Contracting authority* may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

#### 3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

As evidence of non-exclusion each tenderer needs to submit with its tender a Declaration on Honour in the model available in **Annex [2]**. The declaration must be signed by an authorised representative of the entity providing the declaration.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations. The documents mentioned as supporting evidence in the Declaration on Honour need to be provided whenever requested and where this is necessary to ensure the proper conduct of the procedure within a deadline given by the Contracting authority<sup>5</sup>.

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<sup>5</sup> The obligation to provide the supporting evidence will be waived in the following situations:

- if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide *the Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document;
- if there is a material impossibility to provide such evidence.

The exclusion criteria apply individually to each member of the grouping and/or to each identified subcontractor.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

### **3.2. Selection criteria**

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this procurement, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for the lots for which it applies. The model Declaration on Honour available in **Annex [2]** shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The selection criteria are applicable to all the members of the grouping and/or the subcontractors identified (combined capacity of all the members and/or of the subcontractors identified).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure<sup>6</sup>. In any case, to the extent that there is no ground for a waiver, the evidence must be provided, upon request and within a deadline given by the Contracting authority.

**Please note that a request for evidence in no way implies that the tenderer has been successful.**

#### **3.2.1. Legal and regulatory capacity**

Tenderers must prove that they have legal capacity to perform the contract and the regulatory capacity to pursue the professional activity necessary to carry out the [work] [services] subject to this procurement.

The legal and regulatory capacity shall be proven by the evidence listed below:

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<sup>6</sup> The obligation to provide the supporting evidence will be waived in the following situations if such evidence can be accessed by the *Contracting Authority* on a national database free of charge, in which case the economic operator shall provide the *Contracting authority* with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

- **Copy of registration** in a professional register or a trade register or any other official document mentioning a registration number.
- **Copy of legal status** or, failing that, an equivalent document recently issued by a competent judicial or administrative authority.
- **For legal persons, a legible copy of the instrument of appointment** of the persons authorised to represent the candidate in relations with third parties and in legal action, or a copy of the publication of that instrument of appointment if the legislation applicable to the legal entity concerned requires such a publication; any delegation of this authorisation to another representative not mentioned in the official instrument of appointment must be certified.

🔗 All of the above specified evidence of legal and regulatory capacity must be provided with the tender.

### 3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

#### Lot 1

| Criterion F1                     |  |
|----------------------------------|--|
| <b>Minimum level of capacity</b> | Average yearly turnover of the last two financial years above EUR 296 000.   |
| <b>Basis for assessment</b>      | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.  |
| <b>Evidence</b>                  | Copy of the profit and loss accounts and balance sheet for the last <b>two</b> years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |

#### Lot 2

| Criterion F1                     |  |
|----------------------------------|--|
| <b>Minimum level of capacity</b> | Average yearly turnover of the last two financial years above EUR 74 000.  |
| <b>Basis for assessment</b>      | This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all <i>involved entities</i> will be carried out.  |
| <b>Evidence</b>                  | Copy of the profit and loss accounts and balance sheet for the last <b>two</b> years for which accounts have been closed from each concerned <i>involved entity</i> , or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months. |



☞ All of the above specified evidence of economic and financial capacity must be provided with the tender.

### 3.2.3. Technical and professional capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract.

#### Lot 1

| Criterion L1.T1   |   |
|---|---|
| The tenderer must prove experience in the field of providing third-party courses / content / resources for continuous professional development in a SaaS environment: |   |
| <b>Lot 1: For management, educational and administrative staff</b>  |   |
| <b>Minimum level of capacity</b>  | At least 3 similar (in scope and complexity) projects for educational or education-related institutions completed in the last three years preceding the tender submission deadline, with a minimum value for each of them € 140,000.00.   |
| <b>Basis for assessment</b>   | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .   |
| <b>Evidence</b>   | A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.<br><br>As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them. |

| Criterion L1.T2  |   |
|--|---|
| The tenderer must prove that it has the qualified personnel to carry out this contract, in particular profiles as Service delivery Manager, project Manager and Senior Consultant. |   |
| <b>Minimum level of capacity</b>   | See below this table.   |
| <b>Basis for assessment</b>  | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .                           |
| <b>Evidence</b>  | See below this table. <b>The CVs submitted as evidence must be clearly aligned and labelled for each potential profile to be fulfilled.</b> |

| <b>Expert whose overall experience covers the activities of the profile “service delivery Manager”</b>   |   |
|--|---|
| <b>Minimum level of capacity:</b>  |   |
| Profile requirements: <ul style="list-style-type: none"> <li>• a service delivery manager is responsible for making sure that services are being seamlessly delivered to the clients of an organization. He is in charge of a variety of tasks, such as leading project teams, rectifying reliability issues, monitoring progress, tracking KPIs, and managing budgets.</li> </ul> | Main activities: <ul style="list-style-type: none"> <li>• Control, follow-up and functional management of the contract</li> <li>• Manage any problems that may arise from the dissatisfaction with any portion of the service provided</li> <li>• Change management</li> <li>• Establish the regular service review procedure ensuring that all service issues are raised and dealt with effectively and within the required time scales</li> <li>• Effectively liaise with subcontractors</li> <li>• Implementation of new processes</li> <li>• Follow-up of the improvements needs after assessments</li> </ul> |
| Experience: at least 3 years in the function is required.<br><b>Evidence:</b> 1 CV (anonymous)   |   |

| <b>Expert whose overall experience covers the activities of the profile “project Manager”.</b>  |   |
|---|---|
| <b>Minimum level of capacity:</b>   |   |
| Profile requirements: <ul style="list-style-type: none"> <li>• The Project manager specialises in project planning and control and provides support for multiple projects. He will be the interface between the contractor and the OSGES for the projects he is responsible for.</li> </ul> | Main activities: <ul style="list-style-type: none"> <li>• Initiate, execute and complete projects.</li> <li>• Perform risk analysis.</li> <li>• Project coordination.</li> <li>• Ensures that the agreed milestones are respected and that the deliverables are provided in due time.</li> <li>• Ensures proper communication within projects (meetings, reports and presentations).</li> <li>• Control/monitor progress, quality for projects and provides feedback to the project sponsor.</li> <li>• Identify and solve problems occurring in projects.</li> </ul> |
| Experience: at least 3 years in the function is required.<br><b>Evidence:</b> 1 CV (anonymous)  |   |

| <b>Experts whose overall experience covers the activities of the profile “Senior Consultant”</b>   |   |
|--|---|
| <b>Minimum level of capacity:</b>  |   |
| Profile requirements: <ul style="list-style-type: none"> <li>• The senior consultant specialises in giving specialised and advanced advice.</li> </ul>       | Main activities: <ul style="list-style-type: none"> <li>• Give advice on projects.</li> <li>• Give advice on global transition and global transformation initiatives.</li> <li>• Design custom architectures based on functional or business requirements provided by the OSGEE.</li> <li>• Develop lab scenarios.</li> <li>• State of the art follow up for the services.</li> <li>• Develop migration and implementation plan.</li> <li>• Understand the implications and impact that proposed architectural changes will have on the business (to technical and non-technical audiences).</li> <li>• Advanced in-depth knowledge of the related area/domain</li> <li>• In-depth analysis of products in the domain.</li> </ul> |
| Experience: at least 5 years in design and implementation of complex and highly available infrastructures and services.<br><b>Evidence:</b> 2 CV (anonymous) |   |

👉 All of the above specified evidence of technical and professional capacity must be provided with the tender.

## Lot 2

| <b>Criterion L2.T1</b>   |  |
|--|--|
| The tenderer must prove experience in the field of creation of contents for educational / educational staff professional development purposes. |  |
| <b>Minimum level of capacity</b>   | At least 2 similar (in scope and complexity) projects completed in the last five years preceding the tender submission deadline, with a minimum value for each of them € 37.000,00.  |
| <b>Basis for assessment</b>  | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .  |
| <b>Evidence</b>  | <p>A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced. In case of projects still on-going only the portion completed during the reference period will be taken into consideration.</p> <p>As supporting documents for each project reference the <i>Contracting authority</i> may request statements issued by the clients and take contact with them.</p> |

| Criterion L2.T2  |  |
|--|--|
| The tenderer must prove that it has the qualified personnel to carry out this contract, in particular profiles as Service delivery Manager, Pedagogical consultant / adviser, Media content creator.   |  |
| <b>Minimum level of capacity</b>   | See below this table.  |
| <b>Basis for assessment</b>  | This criterion applies to the tenderer as a whole, i.e. the combined capacities of all <i>involved entities</i> .  |
| <b>Evidence</b>  | See below this table. <b>The CVs submitted as evidence must be clearly aligned and labelled for each potential profile to be fulfilled.</b><br><br>One person may have more than one potential profile to be filled for the purposes of this tender if the workload of the personnel assigned to the tender is shown to be reasonable for covering the needs of the specifications.  |
| <b>Expert whose overall experience covers the activities of the profile “service delivery Manager”</b>   |  |
| <b>Minimum level of capacity:</b>  |  |
| Profile requirements: <ul style="list-style-type: none"> <li>• a service delivery manager is responsible for making sure that services are being seamlessly delivered to the clients of an organization. He is in charge of a variety of tasks, such as leading project teams, rectifying reliability issues, monitoring progress, tracking KPIs, and managing budgets.</li> </ul> | Main activities: <ul style="list-style-type: none"> <li>• Control, follow-up, and functional management of the contract</li> <li>• Manage any problems that may arise from the dissatisfaction with any portion of the service provided.</li> <li>• Change management.</li> <li>• Establish the regular service review procedure ensuring that all service issues are raised and dealt with effectively and within the required time scales</li> <li>• Effectively liaise with subcontractors</li> <li>• Implementation of new processes</li> <li>• Follow-up of the improvements needs after assessments</li> </ul> |
| Experience: at least 3 years in the function is required.  |  |
| <b>Evidence:</b> 1 CV (anonymous)  |  |

|  |  |
|--|--|
| <b>Expert whose overall experience covers the activities of the profile “Pedagogical consultant / adviser”</b>   |  |
| <b>Minimum level of capacity:</b>  |  |
| Profile requirements: <ul style="list-style-type: none"> <li>• The Pedagogical consultant / adviser is responsible for making sure that the quality of the pedagogical delivery of the resources will be accurate and will follow the principles established by the tenderer.</li> </ul> | Main activities: <ul style="list-style-type: none"> <li>• Quality assurance of the pedagogical aspects of the content provided.</li> <li>• Guidance on the conversion of in-presence resources to online, self-paced materials.</li> <li>• Monitor the activity of the content creators and provide the necessary pedagogical and didactical advice.</li> <li>• Suggest specific strategies to improve the contents used in case of conversion of existing resources based on creative common licenses.</li> <li>• Other pedagogical-related activities</li> </ul> |
| Experience: at least 3 years in an identical or similar function is required.<br><b>Evidence:</b> 1 CV (anonymous)   |  |

|  |   |
|--|---|
| <b>Expert whose overall experience covers the activities of the profile “Media content creator”</b>  |   |
| <b>Minimum level of capacity:</b>  |   |
| Profile requirements: <ul style="list-style-type: none"> <li>• The Media content creator will be responsible for the creation or adaptation of the resources to the online, digital media format required for the content delivery.</li> </ul> | Main activities: <ul style="list-style-type: none"> <li>• Creation and production of multimedia resources.</li> <li>• Creating videos and short animations.</li> <li>• Designing, formatting, and producing pedagogical online material;</li> <li>• Graphic design - animation creation;</li> <li>• Other content creation / adaptation tasks required by the nature of the services provided.</li> </ul> |
| Experience: at least 3 years in an identical or similar function is required.<br><b>Evidence:</b> 1 CV (anonymous)   |   |

☞ All of the above specified evidence of technical and professional capacity must be provided with the tender.

☞ Involved entities must not be subject to conflicting interests which may negatively affect the contract performance. Where the *Contracting authority* has established such conflicting interests, it

may conclude that the tenderer or an involved entity does not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (***Annex 1.2***).

### 3.3. Compliance with the minimum requirements of the Tender specifications

By submitting a tender a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tender. Particular attention is drawn to the minimum requirements specified in [Section 1.4 of these specifications][the Technical specifications document (Tender specifications – part 2)] and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any limitations, conditions, or reservations on the part of a tenderer.

**⚠ Tenders that are not compliant with the applicable minimum requirements shall be rejected due to irregularity.**

### 3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price – 40 points

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the Tender Specifications.

**For its financial offer, the Tenderer must complete Annex 3.1 for LOT 1 & Annex 3.2 for LOT 2 “Financial Offer”, related to the corresponding Lot.**

The following formula will be used to allow the final points:

$$\frac{\text{lowest global price}}{\text{global price offered by the Tenderer}} * 40$$

2. Quality – 60 points

The quality of the tender will be evaluated based on the following criteria:

The quality of the offers will be assessed, on the basis of the presentation folder of the solution provided and submitted by the tenderer, according to the following criteria:

|  |  |
|--|--|
| <p>Lots 1 and 2.</p> <p>(1) Understanding of the needs – quality and suitability of the proposal: the purpose of this criterion is to assess whether the tenderers have fully understood all aspects of the services required for the contract, as set out in the technical specifications.</p>  | <p>Out of 30 points (18 points = minimum required)</p> |
| <p>Lots 1 and 2.</p> <p>(2) Project management, training (lots 1 &amp; 2), implementation: this criterion is aimed at assessing the working methods, timescale and resource allocation proposed to satisfy the needs described in the technical specifications. It will consider a balanced and consistent working method, timescale, and resources allocation.</p>  | <p>Out of 10 points (6 points = minimum required)</p>  |
| <p>Lot 1:</p> <p>(3.L1) Safety and Security and Integration: the purpose of this criterion is to assess the extent to which the proposed services comply with the safety and security and <b>specific data protection and policy</b> requirements detailed in this procurement and adjust to integration with the European Schools IT environment and the existing online CPD platform as described in the Technical Specifications.</p>   | <p>Out of 10 points (6 points = minimum required)</p>  |
| <p>Lot 2:</p> <p>(3.L2) Integration of the authoring tools proposed for the creation of the contents with the Technical Specifications, fully compliant with data protection and policy requisites as stated in this document.</p> <p>Multimedia resources suggested, existing galleries, etc.</p> <p>Original resources suggested for the creation of the contents. When selected from existing Creative Commons licenced materials, these sources are clearly aligned with the needs of the European School network.</p> | <p>Out of 10 points (6 points = minimum required)</p>  |
| <p>Lots 1 and 2:</p> <p>(4) Pedagogical approaches and instructional design quality: the proposed learning experiences (tasks and assessments) are designed according to universal design for learning principles (multiple means of engagement, representation, action, and expression), to promote active learning, critical thinking and practical application. The instructional design is aligned with best practices for online training.</p>  | <p>Out of 10 points (6 points = minimum required)</p>  |

Only tenders which have obtained at least the minimum number of points required for each criterion (1), (2), (3.L1 or 3.L2) and (4) here above will be considered for the comparison of the financial value.

### 3.5. Oral Presentation of the offer

The quality of the proposals will be evaluated by considering the paper offers and the oral presentation of the offers.

After the tenders' opening, all selected tenderers will be invited to an individual presentation session of their product / offer before a commission appointed by the OSGES, contracting authority.

The presentation will take place online via Teams and will last no longer than 2 hours. The presentation is required in order to award the contract. If the tenderer does not participate in the oral presentation, the offer may be disqualified.

The presentation might be recorded to keep track of the information provided by the tenderer. The information collected will only be used for the purposes of the tender and will not be shared with third parties.

A written invitation fixing the dates and time of this meeting will be sent by email to tenderers in the shortest possible time from the date of opening of offers. It is planned that the presentation will take place during the month of February 2025.

Only documents submitted at the time of the offer can be used to support the oral presentation, no new documents may be tabled, presented and / or discussed.

The contracting authority wishes to emphasize that this presentation is only intended to clarify or supplement the content of the offer.

### 3.6. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below:

#### Awarding of points methodology

The following scale of values will be used to award points to an offer:

| ASSESSMENT                     | DESCRIPTION  | SCORE          |
|--------------------------------|--|----------------|
| Excellent                      | Exceeds the required standard. Response answers the needs with precision and relevance. Includes improvement through innovation/added value. | 100% of points |
| Good                           | Meets the standard required. Comprehensive response in terms of details and relevance to the needs.  | 80% of points  |
| Acceptable                     | Meets the standard in most aspects but fails in some areas. Acceptable level of detail, accuracy, and relevance.                             | 60% of points  |
| Limited                        | Fails the standard in most aspects but meets some. Limited information/inadequate/only partially addresses the needs.                        | 40% of points  |
| Inadequate                     | Significantly fails to meet the standard. Inadequate detail provided/needs not met/information not directly relevant to the need.            | 20% of points  |
| Not eligible for consideration | Completely fails to meet the standard. Responses significantly deficient/no response.  | 0 point        |



Tenders shall be ranked according to the best price-quality ratio.

Priority is given to offers with a good quality. Consequently, the minimum threshold for quality is set to 36 points of the maximum score of 60 points and the ranking will be based according to the following rule:

Final score (max. 100) = points awarded for the criterion “price” (max. 40) + points awarded for the criterion “quality” (max. 60).

The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

☞ The contract shall be awarded to the tender ranked first, which complies with the Tender Specifications and is submitted by a tenderer having access to procurement, not in an exclusion situation and fulfilling with the selection criteria.

## 4. FORM AND CONTENT OF THE TENDER

### 4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted according to the instructions laid down in the Invitation to tender letter.

👉 Make sure you prepare and submit your tender early enough to ensure it is received within the deadline specified under Heading 5.1.12 of the contract notice. A tender received after this deadline will be automatically rejected due to irregularity.

### 4.2. Content of the tender: what documents to submit with the tender?

👉 The documents to be submitted with the tender are:

- Form Administrative information (annex 1)
- Declaration on honour for exclusion and selection criteria (annex 2)
- Your financial offer (annexe 3.1 for LOT 1 & Annex 3.2 for LOT 2)
- Form – financial identification (annex 4)

👉 Tenderers willing to submit tenders for more than one lot need to upload a separate technical and financial offer for each of the lots in which they are interested.

**👉 Each document must be signed by a duly authorized representative of the tenderer.**

The following requirements apply to the technical and financial offer:

- *Technical offer.*

The technical offer must provide all the information needed to assess the compliance with [Section 1.4 of these specifications] [the Technical specifications document (Tender specifications – part 2)] and the award criteria.

Tenders deviating from the minimum requirements or not covering all the requirements will be rejected on the basis of non-compliance and not evaluated further.

- *Financial offer.*

A complete financial offer. In case of discrepancies between different documents, only the amount indicated in the financial offer will be taken into account.

Should there be an error in the calculation of the total, the unit price will prevail.

The financial offer shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.

- quoted free of all duties, taxes and other charges, i.e. also free of VAT. The tenderer may indicate the amount of VAT but it must be shown separately (see box below).

‡ The Office of the Secretary General of the Board of Governors of the European Schools is exempt from Value Added Tax (VAT) for the supply of goods and services in Belgium **exceeding 123,95 €** in application of article 42 §3, paragraph 1, 4° of the VAT Code, the prices offered must be mentioned as exempt from this tax. The potential contractor must ensure that all his invoices bear the words "Exemption from VAT. Article 42 §3, paragraph 1, 4° of the VAT Code. Ministerial decision ET 121.600/A29/L92 of 19 December 2017".

### 4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written, a qualified electronic signature or an advanced electronic signature based on a qualified certificate as defined in [Regulation \(EU\) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market \(the eIDAS Regulation\)](#).

All documents requested must be signed by the tenderer's legal representative, i.e. a person duly authorised to represent the tenderer for this procurement and the signing of the contract.

If requested so by the contracting authority, the delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the Contracting authority can access on a national database free of charge does not need to be submitted if the Contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.]

### 4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the *Contracting authority* has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the *Contracting authority* is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, agencies and bodies, as well to other persons and entities working for the *Contracting authority* or cooperating with it, including contractors or subcontractors and their staff provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision tenderers whose tenders were received in accordance with the submission modalities, who have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not found to be non-compliant with the procurement documents, and who make a request in writing will be notified of the name of the tenderer to whom the contract is awarded, the characteristics and relative

advantages of the successful tender and the price of the offer and/or contract value. The *Contracting authority* may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial offer, technical or trade secrets<sup>7</sup>.

- The *Contracting authority* may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure<sup>8</sup>, the *Contracting authority* may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

† The *Contracting authority* will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The *Contracting authority* reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

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<sup>7</sup> For the definition of trade secrets please see Article 2 (1) of DIRECTIVE (EU) 2016/943 on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

<sup>8</sup> See Article 4 (2) of the REGULATION (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents.

## 5. PROCESSING OF PERSONAL DATA

### 5.1. Processing of personal data by the contracting authority

- Any personal data included in or relating to the contract, including its implementation, shall be processed in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to personal data and on the free movement of such data (hereinafter referred to as 'GDPR'). Such data shall be processed solely for the purposes of the implementation, management and monitoring of the contract by the data controller.
- The contractor or any other person whose personal data is processed by the data controller in relation to this contract has specific rights as a data subject under Regulation (EU) 2016/679, in particular the right to access, rectify or erase their personal data and the right to restrict or, where applicable, the right to object to processing or the right to data portability.
- Should any contractor or another person whose personal data is processed in relation to this contract have any queries concerning the processing of its personal data, it shall address itself to [OSG-DATA-PROTECTION-OFFICER@eursc.eu](mailto:OSG-DATA-PROTECTION-OFFICER@eursc.eu)
- You may also contact the Belgium National Data Protection Authority if you consider that your rights under the GDPR have been infringed during the processing of your personal data by the OSG.

### 5.2. Processing of personal data by the contractor

The processing of personal data by the contractor shall meet the requirements of Regulation (EU) 2016/679 and be processed solely for the purposes set out by the controller.

The contractor shall assist the controller in fulfilment of the controller's obligation to respond to requests for exercising their rights from data subjects whose personal data are processed under these specifications, as provided for in Regulation (EU) 2016/679. The contractor must inform the controller of such requests without delay.

The contractor shall undertake to:

- Process the data solely for the purpose or purposes alone that is/are the object of the processing,
- Process the data in accordance with the controller's documented written instructions.
- Inform the controller immediately if it is considered that an instruction constitutes an infringement of the General Data Protection Regulation or of any other provision of Union law or the law of the member states on data protection,
- Inform the controller if the processor is required to transfer data to a third country (outside European union) or to an international organisation, pursuant to the law of the Union or to the law of the member state to which the processor is subject, unless the concerned law prohibits such information on important public interest grounds,
- Guarantee the confidentiality of the personal data processed under this contract,
- Ensure that the persons authorised to process personal data pursuant to this contract:
- Have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality,
- Receive appropriate personal data protection training,

- Take into account, in the case of the processor's tools, products, applications or services, the principles of data protection by design and data protection by default.

The contractor must take appropriate technical and organisational measures, having regard to the risks inherent in processing and to the nature, scope, context, and purposes of the processing, offering, in particular, as required:

- Pseudonymisation and encryption of personal data;
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident;
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing;
- Measures designed to protect personal data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored, or otherwise processed.

The contractor shall notify the controller of any personal data breach without undue delay and not later than 48 hours after having become aware of it. In this case, the contractor shall communicate at least the following information to the controller:

- The nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned, and the categories and approximate number of personal data records concerned;
- The likely consequences of the breach;
- The measures taken or proposed to be taken to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.
- Where, and in so far as, it is not possible to provide all this information at the same time, the information may be provided in phases without undue further delay.

After the controller's agreement has been sought and given, the processor shall, in the name of and on behalf of the controller, communicate the personal data breach to the data subject without undue delay, when this breach is likely to result in a high risk to the rights and freedoms of a natural person.

The processor shall assist the controller in complying with the latter's obligations pursuant to Regulation (EU) 2016/679, namely:

1. to ensure compliance with the latter's data protection obligations with respect to the security of processing and the confidentiality of personal data;
2. to notify the Belgian Data Protection Authority of any personal data breach;
3. to carry out impact assessments relating to data protection and prior consultations to the extent necessary.

The contractor shall make available to the controller all information necessary to demonstrate compliance with all the contractor's obligations and to allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

The contractor shall notify the contracting authority without delay of any legally binding request for disclosure of the personal data processed on behalf of the contracting authority made by any

national public authority, including an authority from a third country. The contractor may not give such access without the prior written authorisation of the contracting authority.

The duration of processing of personal data by the contractor will not exceed the period referred to the contract. Upon expiry of this period, the contractor shall, at the choice of the controller, return, without any undue delay in a commonly agreed format, all personal data processed on behalf of the controller and the copies thereof or shall effectively delete all personal data unless Union or national law requires a longer storage of personal data.

The processor may not use the services of another processor to conduct specific processing activities without the prior written authorisation of the controller.

In the event of authorisation, the other processor shall be required to fulfil the obligations of this contract on behalf of and in accordance with the instructions of the controller. It is the responsibility of the initial processor to ensure that the other processor provides the same sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the General Data Protection Regulation. Where the other processor fails to fulfil its data protection obligations, the initial processor shall remain fully liable to the controller for the performance of that other processor's obligations.

## **Part 2 – Technical Specifications**



## 1. CONTENTS OF THE OFFER

For the background and the deliverables regarding this offer, please see "Background" and "Deliverables" under "Technical description" section in "Part 1, Administrative specifications".

### 1.1. High level features.

#### For lot 1:

The tenderer will provide a platform or service (SaaS) that will allow the access to the learning contents / courses / learning paths via interoperability with the existing OSGES online CPD platform. The interoperability of the contents must be guaranteed based on commonly used standards (ILT, xAPI, SCORM, etc.).

The SaaS / platform technical aspects will be managed by the tenderer, being assisted by the OSGES personnel in all aspects regarding connectivity and interoperability with the existing CPD platform. The online CPD platform will serve as entry point for any access to the tenderers' SaaS / platform and contents avoiding the use of other credentials.

The OSGES will define in the platform / service some administration roles for specific users that will determine the contents that should be available to different staff profiles. Both customised and automated learning paths assignments will be possible. A technical solution that allows a preview of the list of courses and resources in the existing OSGES' online CPD platform (Moodle based) will be highly valued.

The tenderer will provide a type of user access that will allow traceability of the use of the platform / service but, at the same time, allows pseudonymisation or anonymisation of user data.

OSGES is looking for privacy-friendly solutions.

Ideal solution: anonymisation

Ideally, the tenderer should only have a unique, anonymous identifier of the user that will be shared with the OSGES platform / systems where the full user profile or data exists. Additional profiling information (regarding professional status to be assigned to specific groups of users) will be transferred from the existing profiles on OSGES' online CPD platform if necessary. Course completion verification could be based on certificates created in or transferred to the OSGES' online CPD platform. Whenever this method would not be possible, only strictly basic personal data will be shared to and transferred from the OSGES' online CPD platform to the target service.

Alternative solution: enhanced privacy friendly solutions

Alternatively, OSGES prefers solutions that strictly limit processing of personal data, and its sharing with third parties, to the minimum necessary for essential educational purposes only, excluding any processing for advertising, trainings, or marketing. In line with this approach, we strongly encourage tenderers to propose enhanced privacy friendly solutions by leveraging privacy-by-design principles to their fullest; minimization of data collection, ensuring data is used solely for essential operational purposes, including when sharing data and clear retention periods. The solution preferably also includes a highly user-friendly cookie banner, that clearly and specifically informs users about data usage, data sharing and provides straightforward options, presented in a visually equal manner, to manage their preferences.

The anonymisation or pseudonymisation procedures do not necessarily apply to management / administration roles from OSGES in the platform although full GDPR compliance is always required.

The tenderer will provide a report on how these measures are implemented in the target platform / service. The solution will also be assessed according to the contents of this report.

The contents provided must be aligned with the CPD requirements and topics specified in the corresponding sections (“List of topics...”) for Management and Educational Staff (Part 1) and Administrative and Technical staff (Part 2).

### **For lot 2:**

The tenderer will present a project with the number of suggested learning objects and proposed formats and structures that can be created based on the allocated budget for the lot, according to the requirements specified below for Lot 2 content provision.

The topics suggested will be based on the same areas of content (topics) specified for lot 1.

Each learning object will be self-contained and is intended to allow, on one hand, self-paced learning, but also social interaction and peer-assessment or review. The engagement time for participants should foresee between 20 and 30 hours maximum per learning object / module.

It would be advisable that each learning object provides an initial placement survey to determine the previous knowledge of the contents. This survey could allow adaptative paths and self-guided learning but must foresee social components or interactions as well. The content must be interactive and contain multimedia resources with self-assessment activities as well as peer-assessment or review options. All graphical components must be licensed in a way that grant permission for further use and object learning sharing based on Creative Commons licenses. Each learning object / module will contain both self-assessment and peer-assessment / review resources. The methodology suggested will promote project and problem-solving approaches.

All the contents created from scratch specifically for the learning objects of this tender will be original, suited specifically for, and aligned with the core values and regulations of the European Schools system.

In case the contents suggested consisting on the adaptation of previously licenses resources based on creative common licenses, OSGES will assess the suitability of such contents and will validate how they are adapted to be aligned with the core values and regulations of the European Schools system.

OSGES will determine which contents from all the catalogue of suggestions will be finally adopted with the tenderer who eventually will get the contract.

### **For lots 1 and 2:**

Any contents suggested must adhere to high quality standards, regulations concerning intellectual property and data protection, and must respect the diverse values and sensibilities of the potential multilingual and multicultural audiences. Compliance with these guidelines ensures that the content is both legally safe and respectful of all users’ rights and expectations.

## **1.2. Technical specifications and contents of the offer**

### **1.2.1. Lot 1:**

The contents offered must be aligned with the non-exhaustive list of topics specified in the corresponding sections regarding contents for Educational Staff (contents for Lot 1.1, 80%) and Administrative and Technical Staff (contents for Lot 1.2, 20%). OSGES will evaluate and prioritize the amount of aligned material from the offer of the tenderer.

The service (must have) and the contents (the number of multilingual resources will be valued) should be available at least in the following languages: EN, FR and DE. Other European languages will be valued, especially IT, NL and ES. The percentage of available resources in each language will be valued.

The service and contents must ensure accessibility, usability, and compatibility with different web browsers as well as computers, laptops, and different mobile devices (multi-device, adaptative design). Interaction should not require a high level of technology knowledge from the end users. The existence of specific apps for accessing the contents from mobile devices will be valued if these apps allow user access via SSO or similar technologies and collect personal data under the same parameters established for the web versions of the service. To comply with security and data protection policies, the minimum amount of data will be shared in the SSO transaction, namely: username, full name, user e-mail. Other profiling data (school, subject, role...) must be agreed and, if necessary, will only be used for the purpose of the service provided.

Additional services related to the content provision management should comply, at least, with the following:

- The catalogue or portfolio must be multiformat.
- The quality of the contents of the catalogue / portfolio must be guaranteed based on standard criteria and, if possible, accredited by third-party generally recognized institutions based on quality frameworks, standards, or international certifications.
- The learning resources should be based on recognized active methodologies and, ideally, UDL principles.
- The inclusion of micro-credential and micro-training models will be valued.
- It should allow roles with administration permissions so the platform / service managers from OSGES should be able to filter specific contents for ES system & interests. At least three roles will exist (management – moderator – participant) and profile-based access will be granted.
- A technical solution that allows preview and filter options directly in the OSGES' online CPD platform will be valued.
- The service must allow some degrees of personalization / customization.
- Allowing course creation based on the platform contents will be valued.
- Automated processes in the course creation / learning paths definition will be valued.
- It must allow the users to trace usage.
- It must allow platform / service managers from OSGES obtain and export usage data and have a clear view of usage, courses taken, time of engagement, number of users, course completion and other important data that will allow data-drive decision making. Automated export options to allow this data to be analysed in the OSGES BI tools will be highly valued.

- The specific provision of learning paths or certification procedures for standard competency-based schemes (i.e.: DigComp and DigCompEDU) will be highly valued.
- The contents should be easy to find based on categorization, tags, specific suggestions on the topics available, also according to specific user profiles established from the original online CPD platform data.
- Dynamization for suggestions of learning habits or specific learning paths will be valued, as well as possible dissemination services within the realm of the objective of this tender.
- The possibility to add comments from users suggesting new contents will be valued.
- For Lot 1.1, content should be provided from sources specialized in education, didactics, pedagogy, and teacher training.

The tenderer must be responsible for the technical assistance on all the issues related to the platform / service provided.

The tenderer must guarantee that all the necessary security measures as well as data protection matters are covered. A security and data protection plan will be presented with the technical proposal. A minimum Service Level Agreement Annex is attached to this document.

The tenderer will provide training on the use of the platform for the OSGES responsible personnel and will have specific areas with tutorials and guidance for final users.

The tenderer's proposal must contain a detailed description of how all the above specifications are intended to be fulfilled, specifically:

- Solution offered.
- Project management proposal and organizational scheme (technical department, helpdesk division, customer service and dynamization services, etc.).
- Customization options, branding, and other personalization capabilities.
- Added value features.
- Interoperability and integration capabilities.
- Reporting features, data module functionality and automated data export for MS environments (i.e.: OSGES BI reporting system).
- Security features, encryption, data recovery plan.
- Data protection technical solutions suggested for data anonymisation or pseudonymisation and minimization.
- Plan of technological evolution and updates that will be prospectively applied on the services during the life of the contract.
- Training plan for the selected OSGES personnel (administrators of the online CPD platform).
- Tenderer's accreditations with third-party international certifications will be valued.

The Tenderer may want to provide publicly available examples of similar deployments previously or currently being managed or demo / trial versions of the solution that could be examined and integrated as good practice for the analysis process of the offers received.

### **1.2.2. Lot 2:**

OSGES aims to receive from the Tenderer a proposal for a set of tailor-made contents suitable for the training needs of the staff regarding the same topics specified for lot 1, and using methodology

principles and course templates that can be agreed upon after this tender has been allocated, based on a set of necessary properties established by OSGES.

These contents must be created, whenever possible, using universally available authoring tools (GDPR compliant), preferably open source, that will allow OSGES designated personnel to modify or adapt the contents in the future as the training needs may evolve for each target group.

Proprietary authoring tools might be used and agreed upon on the basis of the OSGES having the possibility of editing or modifying the sources of the resources included in the learning object on purchase of publicly available licenses models within a reasonable budgetary commitment. These tools must be GDPR compliant to the maximum extent.

Each learning object will have the following minimum features:

- Contents that imply participants' engagement time between 20-30 hours.
- Contents delivered through multiple presentation models based on the Universal Design for Learning (UDL principles). These models must be multimediatised, interactive and attractive both from the design point of view as well as from a methodological perspective.
- The course templates used must contain the basic branding options determined by OSGES.
- The learning object must be self-contained and prepared for self-paced learning, including also social interaction suggestions as well as peer-assessment activities.
- The learning object will include the tasks and possible self-assessments necessary to determine that the participant has achieved the goals within the specific topic of the learning object.

A basic, non-exhaustive template of a standard learning object can present the following structure:

- Definition of the goals to be achieved and, whenever possible, specific competencies developed. Learning outcomes.
- An initial placement survey that may allow the participants to follow a personalized path avoiding redundant training about the topic and considers the previous knowledge.
- Presentation materials (videos, voice-over presentation, interactive pages, infographics, other resources). All the resources must be included within the learning object or must be available as separate resources to allow editing or modification in the future.
- Suggested activities, tasks, assignments, assessments. The self-paced approach will be the base for the completion of the activities, but peer-assessment tasks and social interactions will be promoted to allow multiple participants to work synchronously on the training module at the same time in a potential MOOC-style environment.
- Final tasks or projects to be developed by the participants. The tasks must be practical and usable in a real environment connected to the users' working context.
- Satisfaction survey and potential impact of the training activity in the professional career of the participant(s).
- Credits of the materials used, creative-common license based.
- Customizable communication plan / materials (e-mail based, blog post type, etc.): welcome messages, introductory information between modules / chapters / weeks, concluding remarks...
- The number, quantity, and quality of the format of the presentation resources (videos, infographics, other interactive resources...) or task-based activities (gamified activities, quizzes, surveys, workshop-based activities, artifacts or final products...) suggested for each learning object will be assessed for the purpose of the evaluation of this tender.

### **1.3. Implementation**

#### **For lot 1:**

- Deployment of the solution / interoperability with the online CPD platform.
- Training to selected OSGES personnel related to the administration of the platform from the technical and pedagogical point of view.
- Support for the fine-tuning of the parameters and connectivity among platforms.
- Maintenance, dynamization, updates, and helpdesk support during the whole life of the contract. When updates may impact on connectivity grounds with the online CPD platform all interventions will necessarily be agreed upon in advance.

#### **For lot 2:**

- Meetings to determine prioritization of contents / topics and methodology used and to establish a calendar of deliverables within the timeframe of the contract.
- Creation or adaptation of the resources.
- Intermediate deliveries for validation purposes. Test of integration with the online CPD platform (Moodle-based).
- Final delivery of the learning objects in interoperable format (SCORM, Interactive HTML5 package, etc.) with all the available sources and raw materials that allow future modifications or reconstruction of the object provided.

### **1.4. Timeframe and deliverables**

#### **Lot 1:**

- Within one month of the signature of the contract, deployment, personalization, and integration of the solution with the online CPD platform.
- Two months of testing procedures.
- Implementation, maintenance and dynamization.

#### **Lot 2:**

- Creation of the content's timeframe.
- Number of learning objects per year.
- Learning objects will be revised during the creation.
- Final delivery and deployment on the online CPD platform.

### **1.5. Other specifications (Lot 1 and Lot 2 where applicable)**

#### **1.5.1. Data security.**

Data security will be a key issue. The supplier (and all its sub-contractors) must be fully compliant with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.

The supplier will **provide a security plan** that guarantees a level of security appropriate to the risks, including, but not limiting to:

- The pseudonymisation and encryption of personal data.
- The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services.
- The ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident.
- A process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

The supplier shall undertake to:

- a) Store personal data (main servers, backup, tests, files, development servers...) in the European Union. The supplier is not authorised to transfer data outside the European Union without the prior authorisation of the Contracting Party.
- b) Ensure that access to the service and transfer of data over the internet are secured and protected against any unauthorised access or intrusion.
- c) Guarantee that the persons accessing the personal data are authorised to do so and are subject to a duty of confidentiality or are under an appropriate statutory obligation of confidentiality,
- d) Servers not shared with other customers is an important advantage.
- e) ISO 27001 certification is an advantage and will be valued.

### **1.5.2. Use of Artificial Intelligence**

If applicable, the Tenderer shall provide a clear description of the Artificial Intelligence (AI) technology used by the platform.

At minimum, the tenderer will describe the following:

- Define the finalities of the AI used
- List the personal data used and for what purpose.
- Other information necessary for a Fundamental Rights Impact Assessment.
- Instructions for use accompanying the systems
- The tenderer will assist the controllers in their obligations under applicable Artificial Intelligence legislation.

### **1.5.3. Audit features**

The system must include an auditing tool (User, Location, IP addresses, Time and Date, Scope of change, etc.). Also, all log-in attempts, security events, and system errors must be traceable, logged and reported when requested. Auditing tools accessible to the Pedagogical Development Unit is an advantage.

### **1.5.4. Administration module**

This module will be managed by the IT and Pedagogical Development Unit. Through it, the Pedagogical Development Unit will be able to assign or define different roles and permissions for the use of the different profiles. The supplier will provide support and assistance to the creation of new roles or profiles and the permissions allocated in each case.

This module must also contain reporting and control tools.



## **2. LIST OF TOPICS (NON-EXHAUSTIVE) FOR THE CONTINUOUS PROFESSIONAL DEVELOPMENT OF THE MANAGEMENT AND EDUCATIONAL STAFF OF THE ES (LOT 1.1).**

- Classroom Management (Effective classroom discipline strategies, Building positive teacher-student relationships, Creating a positive classroom environment)
- Curriculum Development (Aligning curriculum with educational standards, Integrating technology into the curriculum, Differentiated instruction)
- Assessment and Evaluation (Formative and summative assessment techniques, Rubric development, Using data to inform instruction).
- Inclusive Education (Strategies for teaching students with diverse learning needs, Special education and inclusion practices, Creating an inclusive classroom culture)
- Technology Integration (EdTech tools for teaching and learning, Online teaching and virtual classrooms, Differentiation, Digital citizenship and online safety)
- Pedagogical Approaches (Project-based learning (PBL), Inquiry-based learning (IBL), Flipped classroom strategies)
- Literacy and Numeracy (Literacy instruction strategies, Numeracy and math instruction techniques, Literacy across the curriculum)
- Professional Ethics and Standards (Teacher ethics and professional conduct, Staying updated with educational regulations, Teacher self-assessment and reflection)
- Cultural Competence (Culturally responsive teaching, Promoting diversity and inclusivity in the classroom, Global education and intercultural competence)
- 21st-Century Skills (Critical thinking and problem-solving skills, Communication and collaboration skills, Creativity and innovation in teaching)
- Teacher Well-Being (Stress management and self-care for educators, Work-life balance, Mental health awareness and support)
- Educational Research and Trends (Keeping up with current educational research, Emerging trends in education, Evidence-based teaching practices)
- Professional Growth and Leadership (Goal setting and career development for teachers, Leadership skills for educators, Mentoring and coaching in education)
- Environmental and Sustainability Education (Teaching about environmental issues, Sustainability practices in education, Outdoor and experiential learning opportunities, Education for sustainability)
- Parent and Community Engagement (Building positive relationships with parents and caregivers, Involving the community in education, Parent-teacher communication strategies)
- Classroom Technology Tools (Specific training on popular education software and tools, best practices for using interactive whiteboards, learning management systems, and educational apps)
- Universal Design for Learning principles and differentiated Instruction (Strategies for meeting the diverse needs of students, Adapting lessons for various learning preferences and abilities)
- Data-Driven Decision-Making (Using assessment data to inform instruction, Analysing student performance data for continuous improvement)
- Cross-Curricular Integration (Connecting subjects and promoting interdisciplinary learning, Integrating arts, science, and other subjects into core curriculum areas)
- Global Education and Citizenship (Teaching global awareness and citizenship skills, Incorporating international perspectives into the curriculum, European values)

- AI related: practical use of AI as a tool for teachers.
- Didactics of different subjects/areas/cycles aligned with UDL principles and differentiated instruction.
- Didactics of different subjects/areas/cycles in the context of the 8 Key Competencies.
- Use of technology in the didactics of different subjects/areas/cycles
- Valued: DigCompEdu digital competency for Educators accreditation paths for at least levels A1, A2, B1.
- Other topics.

### **3. LIST OF TOPICS (NON-EXHAUSTIVE) FOR THE CONTINUOUS PROFESSIONAL DEVELOPMENT OF THE ADMINISTRATIVE AND TECHNICAL STAFF OF THE OSGES AND THE ES (LOT 1.2).**

**Note: this list may vary during the life of the contract according to the specific needs detected from and for the staff.**

- Accounting: Expenditure, Finance and accounting, Procurement, Tax & legal
- Communication: Interpersonal relationships, Languages
- Digital skills: Adobe platform (Acrobat pro), Microsoft 365 tools (Excel, OneNote, Outlook, SharePoint, Teams, Word), SAP
- Legal: Data protection, Human resources
- Management: Leadership, Project management (PM2)
- Technical (ICT): Microsoft Power platform
- Well-being: Conflict management Safety and security, Stress management, Task and time management
- Valued: DigComp digital competency for accreditation paths for at least levels A1, A2, B1.

## **Service Level Agreement (SLA) (only for LOT 1, SaaS)**

### **4. SERVICE LEVEL AGREEMENT (SLA)**

#### **4.1. The purpose**

The purpose of the service level management is to ensure that all operational services and their performance are measured and executed in a consistent and professional manner.

This Service Level Agreement (SLA) describes the service level indicators and the required service levels applicable to the SaaS object of this tender and will form an integral part of the Contract signed between the Office of the Secretary-General of the European Schools (OSGES) and the Contractor, supplementing its clauses and conditions.

If the required service levels are not respected, the OSGES will claim liquidated damages. The application of liquidated damages aims to ensure the proper service delivery to OSGES.

The liquidated damages will be treated separately and will be cumulative for the different service level indicators and their amount will be discounted from the services' invoices.

The liquidated damages claimed by the OSGES in one month will not exceed 15 % of the total amount invoiced to the OSGES the previous month.

If several deviate due to the same root cause and therefore induce liquidated damages claimed in one month, the total amount invoiced to the OSGES the previous month will not exceed 30 %.

No Liquidated Damages are applied in the case of a situation of "Force Majeure", nor if the situation results from some wrongdoing on the part of the OSGES or one of its representatives.

Specifically excluded from the calculations of availability and Incident Management are outages caused by:

- Situations of Force Majeure: Circumstances related to nature beyond the provider's reasonable control: hurricanes, earthquakes and other natural disasters.
- Duration (in minutes) of actual maintenance and scheduled upgrades during scheduled maintenance windows subject to a prior notice to the OSGES. The OSGES will have the right to exclude certain time windows from maintenance in order to ensure the service under specific circumstances (sessions, etc.).
- Wrong operation of the equipment or service, or delay introduced by the OSGES.

This SLA will be valid during the whole contract's lifetime. Any change to this SLA has to be approved by both parties and will be enacted by a contract amendment.

Additions and amendments to this Service Level Agreement are subject to the procedures described in the Contract.

A modification of the SLA shall be mainly motivated by adjusting target values or liquidated damages which would have turned out to be inadequate or unsatisfactory.

Depending on the request, the timeframe needed for the implementation will be jointly agreed. Changes will be effective from the 1<sup>st</sup> of the month following the signature of the new SLA by both parties.

## **4.2. General definitions**

### **4.2.1. Contract**

The term “Contract” refers to the Contract N° BSGEE 2024-007 between Provider signing (hereafter mentioned as “the Contractor”) and the Office of the Secretary-General of the European Schools.

### **4.2.2. End-users**

The term “End-users” refers to the grouping of users of a customer. The end-users of the contents’ platform are:

- a) The participants (staff of the European Schools)
- b) The staff of the OSGES.
- c) Staff of the OSGES with administrator rights on the platform for supervision or administrative purposes.

a) and b) end-users shall not be in direct contact with the provider Service.

The term “Service” refers to the complete set of elements that allow to run the services as described in the document “Procedure n° BSGEE 2024-007 – Tender specifications” and its annexes.

Services must provide good quality, a stable and reliable infrastructure. Service elements such as all kinds of service management functions (including but not limited to Incident, Problem and Change Management), detailed reporting and invoicing must be delivered in a professional manner.

### **4.2.3. Location**

Access to the service is independent of the actual location of the users.

### **4.2.4. Normal working hours**

The indicative normal working time of the OSGES is Monday to Friday, from 07.30 a.m. till 19.30 p.m. local time at the place of delivery of the Service, except public and specific OSGES holidays. The regular operation of the platform, however, should run 24 hours per day, 7 days per week.

### **4.2.5. Confidentiality and personal data protection**

The guarantee of confidentiality and personal data protection in the execution of the Service is mandatory.

### **4.2.6. Contractor**

The term “Contractor” refers to Framework Contractor which has undertaken a Specific Contract with the OSGES, on the basis of the Framework Contract.

#### 4.2.7. Continuous maintenance

Refers to the ongoing application support for software solutions. This includes support for interfaces, with IT infrastructure of the European Schools, performance and security tuning, software maintenance, Support Packages/patches, release of new versions or software upgrades.

#### 4.2.8. Monitored operation

Monitored operation is the time during which the systems are under constant observation so that stabilization measures can be implemented if irregularities occur (for example, total system shutdown, disruption to key functions of the system, serious database errors).

#### 4.2.9. Ticket

Documentation of the OSGES's request in CSC (creation of ticket) using e-mail for further processing, monitoring, and reporting. Each ticket is given a number, which is sent to the OSGES as confirmation of receipt. The OSGES can follow the progress and status of the request using the ticket number.

Tickets may only be opened by persons authorized by the OSGES and registered at the contractor's. A ticket has been created successfully if the OSGES receives a confirmation or the OSGES uses a ticketing system with an efficient audit system.

### 4.3. Project Planning during the implementation phase

#### 4.3.1. Agreed services project planning during implementation phase.

This timetable is only valid if the contract is signed by both parties at least on [DATA\_TO\_BE\_VALIDATED]. If the contract is not signed by both parties at that date, the Contractor will receive as soon as possible a suitable timetable.

| PERIODS  | DELIVERABLES TO BE SUBMITTED AND TIMEFRAME   | RESPONSIBLE FOR THE PROVISION OF THE IDENTIFIED SERVICE / OSGES referent for each deliverable |   |
|--|--|---|---|
| Planning, Organisation, initial deployment & internal users' access. | Installation, presentation, and delivery of the platform to key stakeholders and training of OSGES referents | Contractor  | Pedagogical & IT Unit   |
| Month 1  | Gathering of requirements and initial setup of the platform according to OSGES parameters                    | Contractor  |   |
|  | Integration of tools   | Contractor  | IT Unit / Moodle platform provider                                |
| Definition and setup of interoperability parameters                  | External content availability, configuration of interoperability. Definition of criteria for users' access.  | Contractor  | IT Unit / Pedagogical Development Unit / Moodle platform provider |
| Month 2  |  |   |   |

| PERIODS   | DELIVERABLES TO BE SUBMITTED AND TIMEFRAME  | RESPONSIBLE FOR THE PROVISION OF THE IDENTIFIED SERVICE / OSGES referent for each deliverable |  |
|---|---|---|--|
| Piloting and testing with a subset of users<br>Month 2                                    | Piloting and testing of the platform with a subset of users.  | Contractor  | Pedagogical Development Unit.              |
| Further fine tuning of the platform and project finalization<br>Month 3 – End of contract | Common tasks of maintenance and follow-up of services as determined in the offer of the Contractor and as accepted by OSGES | Contractor  | Pedagogical Development Unit / Other Units |
|   | Platform fully functional and self-managed by OSGES personnel with external (contractor's) technical support.               | Contractor  | OSGES                                      |
|   | Corrective maintenance of the platform is established (if required).  | Contractor  |  |
|   | General updates, upgrades, standard maintenance procedures.   | Contractor  |  |

#### **4.4. Steering committee**

##### **4.4.1. Service level**

| SL indicator                          | Required Service Level   |
|---------------------------------------|--|
| Steering Committee timeliness         | Steering Committee meetings, requested by the OSGES, will take place on the premises of the OSGES. They will be organised by the OSGES within ten (10) calendar days after the request. Meetings might be online if agreed.  |
| Communication of the meeting's agenda | OSGES will send the agenda for each meeting at least five (5) normal working days before the meeting. Additional items to the agenda may be added at the request of the Contractor.  |
| Meeting minutes deadlines             | Drafts of the meeting minutes are provided by the OSGES within five (5) normal working days after the meeting was held. Should the Contractor propose changes to the minutes of the meetings, the Contractor will provide an updated version of the minutes (with the proposed changes accepted or rejected) within three (3) normal working days. |

##### **4.4.2. Liquidated damages**

Concerning the Steering Committee timeliness, the Contractor shall, upon claim by the OSGES, pay liquidated damages of €100 for each working day of delay in the taking place of a Steering Committee meeting unless the OSGES requests the calling off or postponement of the meeting (in this case the new date will be taken into account for the delay calculation).

During the entirety of the implementation phase, the service level agreement Steering Committee will be active. The Steering Committee will be replaced by follow-up meetings during the ongoing service delivery phase except for major change requests which will be governed by the Steering Committee.

#### **4.5. Follow-up meetings**

| <b>SL indicator</b>               | <b>Required Service Level</b>  |
|-----------------------------------|--|
| Follow-up meetings<br>timeliness  | Two follow-up meetings per year, if requested by the OSGES, will take place on premises of the OSGES or online and will be organised by the OSGES within ten (10) calendar days after the request from the OSGES.  |
| Communication of meeting's agenda | OSGES will send the agenda for each meeting at least five (5) normal working days before the meeting. Additional items to the agenda may be added at the request of the Contractor.  |
| Meeting minutes deadlines         | Drafts of the meeting minutes are provided by the Contractor within five (5) normal working days after the meeting was held. Should the OSGES propose changes to the minutes of the meetings, the Contractor will provide an updated version of the minutes (with the proposed changes accepted or rejected) within three (3) normal working days. |

#### **4.6. Change request during ongoing operation phase.**

If, during the provision of the agreed services, changes are identified that in the OSGES's or contractor's view affect the scope, content, methods, or schedule, they must be agreed by written amendment or supplement to the contract.

All major change requests must be documented and tracked in accordance with **Annex C**: Change Request Form.

Service contains the following parts:

**Level Support:** This refers to user support in the form of problem management in writing (e-mail, service portal) in which requests sent through the Customer Service are processed by the contractor at specialist level.

**Continuous Maintenance:** This refers to the ongoing support of the applications used and the performance analysis. The service will be provided either on a proactive basis or in response to the European Schools' requests depending on the task definition. In the event of any known bottlenecks or problems, the contractor will actively contact the European Schools.

**Continuous Improvement:** The contractor also provides continuous improvement services, which include improvement and further development of the system at the request of the European Schools. The contractor understands these services to include:

- Adapting, improving and further developing running applications.
- Development services for newly defined needs.

**Change Management – Major Change Request:** Implementation of change requests in the OSGES's system as project work (Change Request Management). Examples include the introduction of new software components, implementation of business processes, interface programming, or the creation of an archiving concept. The Supplier and the OSGES should agree on a common identification of the major change request.

**Change Management – Minor Changes Request:** As part of the Continuous Improvement process, running applications are optimized and adjusted to new requests. For example, optimize business processes, create reports, support test scenarios, update documentation, and proactive performance optimization.

All changes will be agreed upon according to the specifications regarding their management by the Steering Committee as described above.

Documentation detailing any changes implemented by the contractor is sent to the OSGES at the end of each month as a Ticket to the contractor's Service desk.

It is the OSGES's duty to transfer this documentation of the changes into the contractor Service Desk.

#### **4.7. Service support structure**

The contractor, during the agreed service time, will provide a support structure to ensure that the technical and application expertise resources required to provide the service are available and that have a sufficient competency in the English and French languages to communicate with OSGES including their contact data (email, telephone).

The OSGES will ensure that all Key Users are familiar with the support process including ticket creation and processing via the contractor Service desk.

This includes in particular:

- Appointing a Service Delivery Manager (SDM).
- Establishing a ticketing, monitoring, and reporting system for the European Schools.

Before the contract starts, the OSGES will name a key contact person that will act as the counterpart for the contractor's SDM. This key contact person must be knowledgeable about the objective of this contract and this key contact person has to be equipped with the necessary competencies and authorizations to make necessary decisions on behalf of the European Schools.

Under this contract, an error or request will be processed after a ticket has been issued to contractor detailing the fault/ request. The OSGES must open the Ticket as described in **Annex C**: Change Requests.

If during the provision of the agreed services changes are identified that in the OSGES's or the contractor's view affect the scope (by material reduction or excess), content, methods, or schedule, they must be agreed by written amendment or supplement to the contract.

#### **4.8. Service time**

The Contractor implements a Service Desk function which the OSGES users may invoke when they need assistance from the Contractor.

Monday to Friday, 07:30 – 19:30 local time at the place of delivery of the Service, except public and specific OSGES holidays. The platform, however, should be fully functional 24/7.



## 4.9. Reaction time

The Initial Response Time is the time that passes from the receipt of the message until the first qualified response. Initial Response Time is measured in the contractor ticket tool.

| SL indicator      | Reaction time     | Required Service level for remediation |
|-------------------|-------------------|--|
| Ticket priority 1 | 60 Minutes        | 4 Business Hours                       |
| Ticket priority 2 | 3 Business Hours  | 8 Business Hours                       |
| Ticket priority 3 | 8 Business Hours  | 24 Business Hours                      |
| Ticket priority 4 | 24 Business Hours | 96 Business Hours                      |

If the OSGES changes the priority of a message, the service level “Initial Response Time” restarts from this point. The contractor can only maintain the agreed “Initial Response Time” service level parameters for tickets that have been submitted according to the relevant support concept.

### 4.9.1. Priorities

Each ticket gets assigned one of the following priority levels:

Priority 1 – Very high

*Major system(s) down; no work-around exists. Email, network, or phone system. Business stopped. User Impact All*

Priority 2 – High

*Major system(s) down; work-around exists. Email, network, phone system. Business interrupted. User Impact More than one end User*

Priority 3 – Medium

*Platform / server issues; work-around exists. Password changes, security changes. End-user workflow interrupted.*

*User Impact Usually a single end user*

Priority 4 – Low

*Platform / server issues; work-around exists. Workstation configuration issues. End-user workflow is inconvenienced. User Impact Usually a single end user*

The OSGES initially sets the priority when creating the ticket and may alter the priority during the processing cycle. Based on mutual agreement, the contractor may also adjust the priority.

### 4.9.2. Measurement

When a customer user invokes the Service Desk, the waiting time before the user is serviced by a Service Desk operator is measured.

This KPI, the Service Desk Reaction & Remediation Time, must be measured by the contractor and the measured value should reach a defined objective. If it is declared (by the Contractor) or observed (by the OSGES) that the given objective is not respected, Liquidated Damages will be applied.

### 4.9.3. Liquidated damages

Service Desk Response Reaction & Remediation Time: Waiting time when a user invokes the Service Desk before the OSGES gets serviced.

All Liquidated Damages are cumulative during a given month, but the total of all Liquidated Damages paid by the Contractor to the Customer on monthly basis is **capped** by the following amount:

- 15 % of the total amount invoiced to the OSGES the previous month.
- If several deviate due to the same root cause and therefore induce liquidated damages claimed in one month, the total amount invoiced to the OSGES the previous month will not exceed 30 %.

### 4.10. Availability

After the signed contract has been submitted, the contractor will make the service available according to the following indicators.

| SL indicator                           | Required Service Level   |
|--|--|
| Software platform Monthly Availability | <p>The maximum downtime will not exceed (99,5% availability):</p> <ul style="list-style-type: none"> <li>• 3.60 hours in one month,</li> <li>• 50.4 minutes per week</li> <li>• 7.2 minutes per day</li> </ul> |

#### Definition

The Contractor uses an infrastructure in order to deliver the Services to the OSGES, as well as making the platform / service available to allow the organisation to provide the training activities.

Service availability (SA) is defined as the percentage of the time during which the OSGES actually succeeds in making use of the Services as requested and programmed by the Contractor beforehand.

Any downtime of the infrastructure which prevents the OSGES from being able to exploit services which where programmed is considered as a period of time-of-Service unavailability.

Any possible peaks of use of the platform due to specific training needs will be communicated by the OSGES to the contractor in due time.

#### 4.10.1. Measurement

Service availability is measured as the average percentage of the time that the Service was functioning in accordance with the specifications over a given reference period. The tool to measure it is the Contractor's reporting. The reference time period is defined as a calendar month.

We define that during the reference time period the amount of downtime concerning the infrastructure was "i". The Service availability is then calculated by:

$$A_s = 100\% \times \frac{T_s - \sum(t_i)}{T_s}$$

Where: AS = infrastructure availability during the period. i = index of the occurred downtime or incidents. ti = total number of minutes that the Service was not functioning as specified during the period, minus specifically excluded duration (in minutes) of actual maintenance and scheduled upgrades during scheduled maintenance windows subject to a prior notice to the OSGES. Ts = the total number of minutes in the specified period.

This KPI must be measured by the contractor and the measured value should reach a defined objective. If it is declared (by the Contractor) or observed (by the OSGES) that the given objective is not respected, Liquidated Damages will be applied.

#### 4.10.2. Liquidated damages

Provider's offer with measure period.

## 5. CHANGE REQUEST ORDER FORM

Change Request Order No. [ \_\_\_\_\_ ] of [Date \_\_\_\_\_]

Appendix

|            |   |       |  |
|------------|---|-------|--|
| Topic      |   |       |  |
| CR no.     |   | Date: |  |
| Concerns   |   |       |  |
| Customer   | Office of the Secretary-General of the European Schools<br>Rue de la Science, 23 – 1040 Brussel (herein : Customer) |       |  |
| Contractor |   |       |  |

Scope

|   |  |
|---|--|
| Scope of the change request                                     |  |
| Estimated effort (hours)  |  |
| Expected period for CR  |  |
| Changes to the original project planning as a result of this CR |  |
| Acceptance procedure  |  |
| Conditions  |  |

European Schools, date and signature

Contractor, date and signature