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the European Union



**VET4Youth**  
Youth empowerment through the enhancement of digital  
& green skills in Southern Mediterranean region

# REQUEST FOR PROPOSALS

Terms of Reference (ToR) for the External Evaluation Services  
for the VET4Youth: Youth Empowerment through the  
enhancement of digital and green skills in the Southern  
Mediterranean region, awarded by the Education, Audiovisual  
and Culture Executive Agency (EACEA) of the European  
Commission under the Grant Agreement No. 101183403



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# 1 Background Information and Rationale

This document provides the terms of reference for an external evaluation of the VET4Youth: Youth Empowerment through the enhancement of digital and green skills in the Southern Mediterranean region, awarded by the Education, Audiovisual and Culture Executive Agency (EACEA) of the European Commission under the Grant Agreement No. 101183403 for the 36-month period from 1st January 2025 to 31<sup>st</sup> December 2027.

The External Evaluation framework shall ensure transparency, efficiency, and integrity throughout the project evaluation process. The tendering process for the External Evaluator(s) has been commissioned to the BK-CON as a Coordinator and responsible for the Quality Assurance and Evaluation activities within the scope of the VET4Youth and follows the European Commission public tendering rules<sup>1</sup>.

The present Terms of Reference (ToR) provide background information about VET4Youth, describe the purpose of the evaluation, its objectives and scope, methodology as well as qualifications and selection criteria for the evaluator according to the project proposal approved by the EACEA under the ERASMUS-EDU-2024-CB-VET. Additionally, it covers binding procedures together with binding documents to be submitted as a part of the proposal.

## 1.1 About the VET4Youth Project

VET4Youth project seeks to *support youth empowerment in the selected Southern Mediterranean (SM) countries* through a set of capacity-building activities deployed in two levels; (a) *VET level*, with an emphasis on the upgrade of VET Curricula with the aim at advancing digital and green skills and (b) *young learners level*, through the attendance of a state-of-the-art and market-responsive training programme which will equip them with the necessary skills set and facilitate their integration on the labour market.

Moreover, the VET4Youth seeks to establish a direct collaboration between local VET institutes and labour market representatives. By aligning Curriculum with the labour market requirements and engaging in a dialogue with local businesses, the project seeks to bridge the gap between theoretical knowledge and application in practice. This way, VET4Youth aims not only to address immediate challenges but also to contribute to the long-term sustainable development of Southern Mediterranean countries. Through this project, we will lay the foundations for a transformed vocational education and training sector that strengthens individuals, boosts innovation and enhances economic growth.

Regarding the **specific objectives** of the project, these are:

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<sup>1</sup> Please refer to the public tendering procedures available at the [Public tendering rules in the EU - Your Europe \(europa.eu\)](https://europea.europa.eu/public-tendering-rules) (12.04.2024)



- *To design a strategy that will address the weaknesses of the national VET systems in Egypt, Lebanon and Jordan, increasing, thus, their responsiveness and attractiveness in the local context*
- *To enhance the internationalization of local VET institutes through the development of a strategy that encompasses the latest EU Competence Frameworks, aligning this way their operation with the respective EU VET institutes*
- *To build the capacity of the local VET Providers through virtual exchanges between EU-SM VET institutes, the development of a new Curriculum and a Train-the-Trainers Workshop*
- *To improve learners' digital and green skillset, through the implementation of VET4Youth Curriculum, including both asynchronous and synchronous training activities*
- *To enhance young learners' employability in the long-term, emphasizing on transversal competences that are applicable in different services of the tertiary sector*
- *To establish a direct collaboration between local VET institutes and labour market representatives*
- *To raise awareness on the importance of digital and green skills for the twin transformation of the local labour markets*

VET4Youth is designed for 5 WPs. In the first one all PM Activities, including QA and Evaluation are included. The establishment of a “Twin Skills” Strategy is ensured with WP2. Based on the results of WP2 the VET4Youth Learning Box will be developed, focused on designing a Youth Empowerment Curriculum for the up/re-skilling of VET learners for the Twin Transitions (WP3). Within this WP a VET-Business collaboration platform is going to be designed and developed aiming to reinforce the cross-sectoral collaboration. In WP4, we aim to implement the VET4Youth empowerment activities in each SM country, making use of the training material produced under WP3. Finally, Work package 5 will develop a spillover effect in both the labour market, while organized coordinated innovative events and activities per country such as Info Days, and organized events will take place in collaboration with other initiatives.

## 1.2 About the VET4Youth Partnership

The VET4Youth consortium consists of 8 partners; 4 are based in EU countries (Germany-Greece-Austria) and 5 in Southern Mediterranean countries (Lebanon, Egypt and Jordan). It also encompasses varied profiles, extending from VET providers. Each SM country is represented by one or two organizations.

**BK-Consult** is a German niche service provider, with over 20 years of experience in Project Management of EU-funded projects. Leading 8 E+ projects and participating in another 40, BK-Consult has amassed a great expertise in Project Management, Quality Assurance and Risk Mitigation, with a particular emphasis in education (both VET and HEI). BK-Consult is a coordinator and Quality assurance responsible in the project.



**AKMI** is the largest private VET provider in Greece and one of the 7 largest in Europe, providing post-secondary education of **EQF levels 3-5**. Being awarded as the “most innovative VET Provider in Europe” by the EVSW 2022, AKMI constantly invests in state-of-the-art teaching methodologies, tools and infrastructure, especially in what concerns digital, sustainable and inclusive education. AKMI has an extensive experience in the design of Curricula and training materials, tailored to the needs of VET students, as well as the delivery of trainings in both synchronous and asynchronous mode

**ÖJAB** is an Austrian private training centre which offers orientation and training courses for disadvantaged groups, youth, young adults and adults. It also provides trainings for teachers (initial and in-service training) and support services to partners with a focus on skills for self-employment and small businesses.

**Symplexis** is a Greek non-for-profit organization that works to ensure equal opportunities for all and contribute to the inclusion of disadvantaged groups/groups that face discrimination, through actions that build skills and encourage active engagement. Disadvantaged youth is among Symplexis’ key target groups whom it supports through the implementation of EU-funded projects that focus on digital awareness, NEETs and women’s entrepreneurship and inclusion of low skilled youth into the labour market.

**LNE** is a non-profit civil society organization, aiming at social and economic development in Lebanon. Its mission is to build a productive and skilled economy that enhances the quality of life in local communities, especially youth, women, and vulnerable groups. In this regard, it has established solid partnerships with national public institutions to promote the respective issues in the policy agendas.

**LOST** is a Lebanese non-governmental organization that focuses on creating a developed and equitable society through reducing poverty, eliminating exclusion and fostering a culture of peace.

**MBTD** is a Jordanian private VET Provider that aims to bridge technical education with the local labour market through the provision of competence-based training and consulting services following international quality standards.

**AYN (Jordan)** aim is to foster the growth and development of young individuals through innovative and nonformal educational methods. Originally a collective of activists, the organization was officially formed as an NGO in 2023, to facilitate interpersonal and professional development and provide opportunities for cultural exchange.

**OMA youth** is an Egyptian organization has extensive experience in working with youth through various activities, including workshops, training, and community engagement. Their experience in delivering training programs, coupled with their focus on social inclusion and youth empowerment, indicates an ability to deliver effective synchronous activities.



## 2 Specific Objectives of Evaluation and Evaluation Questions

### 2.1 Evaluation purpose

The purpose of the evaluation is to assess the relevance, effectiveness, efficiency, sustainability, and impact of the project at national, SM and EU level, to contribute to create, put into practice, and assess the quality of the curriculum, learning box, platform and all other instruments created within the partnership. The evaluation covers all aspects of the VET4Youth project's activities and their overall impact, including stakeholder engagement, training programs, dissemination, and “Twin Skills: Skills of the Future” Strategy. It goes beyond simply assessing deliverables, examining the effectiveness of the project's processes and its longer-term sustainability.

### 2.2 Evaluation objective and scope

The external evaluation is commissioned by the Project Consortium Partners in accordance with the project proposal approved by the EACEA based on the Grant Agreement. The External evaluation is an end-to-end evaluation. It aims at identifying lessons learned from the mid-term and final project implementation, thus after 18th and 36th months of project execution respectively. External evaluation is a crucial component of the VET4Youth project, providing an independent validation of its achievements and offering valuable insights for youth empowerment and VET-Business collaboration. The external evaluator will play a significant role in ensuring the project's success by providing an objective assessment of its impact.

The External Evaluation will prepare the Mid-Term Project Management Evaluation and where needed will identify and recommend any changes needed to achieve the project's goals effectively. Additionally, the Final Evaluation Report will be submitted at the end of the project. This report will offer a detailed evaluation of the project's achievements, verifying the KPIs and the achievement of the foreseen results and impact, emphasising on key lessons, and other insights useful for future projects.

### 2.3 Tasks and deliverables

Evaluation will cover processes and deliverables being produced within the scope of the 5 WPs. Under the immediate supervision of the Project Coordinator and Quality Assurance Partner (BK-CON), the External Evaluator(s) will perform the following tasks:

Conduct Mid-term and Final evaluations of the project including:

- Collecting data through define methods (desk research, interviews etc.)
- Analysing data using appropriate techniques
- Drawing conclusions and making recommendations based on findings
- Preparing evaluation reports

The deliverables that the evaluator(s) will be accountable for producing are as follow:



- Mid-Term external evaluation report corresponding to the period between January 1st, 2025 to May 31st 2026, to present the progress in the first 18 months of the project as well as the areas that need to be improved during the second half of the project.
- Final External Evaluation Report including main achievements and lessons learned section covering result of Mid-term evaluation and period between June 1st, 2026 to December 31st, 2027.

## 2.4 Schedule

The total duration of this assignment is 36 months, starting on the 1st of January, while the timeline for the delivery submission of the deliverables is the following:

- D1: 31st May 2026
- D2: 31st of December 2027

## 3 Approach and Methodology

### 3.1 Approach

The evaluator(s) will adhere to the core values of the European Commission funded programs. The External Evaluator will conduct results-based evaluation thus measuring project progress and its results against performance indicators proposed and approved by the EACEA and listed in the Quality Assurance Plan. The approach towards external evaluation will include document review, through the analysis of documents and semi-structured interviews with project stakeholders.

#### *Document review*

The evaluator(s) will carry out a document review identified as relevant for the subject. The following documents will be particularly assessed:

- VET4Youth documentation covering projects interventions, its outputs and outcomes.
- Internal quality evaluation reports
- Relevant documentation of the European Commission and other European bodies on the subject (reports, recommendations, conventions)

#### *Semi-structured interviews*

Semi-structured interviews will be carried out with different relevant stakeholders and beneficiaries, including:

- VET4Youth Coordinator, Partners and Quality Assurance Board members
- Representatives of the VET sector and other educational providers, trainers and educators, learners and professionals in EU and SM countries, directly and indirectly involved in project actions
- Local and national stakeholders including local municipalities/authorities, VET institutions, associations etc. (to be defined)



Progress Reports should be submitted within the 30 days after the end of the period covered by the evaluation for the Project Coordinator appreciation. The Project Coordinator will have ten (10) days to comment on factual accuracy, the relationship between the findings, conclusions, recommendations. The evaluator(s) will then have 2 days to submit the final evaluation report. The comments of the Project coordinator shall be integrated into the final evaluation report either directly in the report or in the form of an annex (management response) in case of disagreement between the project coordinator and the evaluator(s).

The reports will be written in English.

### 3.2 Evaluation criteria and questions

The evaluation will assess the project against the criteria:

- Relevance of the VET4Youth project, its objectives, and actions
- Effectiveness of project in terms of its objective's achievements
- Efficiency of resources distribution and use,
- Sustainability of project results
- Impact at national, regional and EU level as well as specifically on direct beneficiaries

It will provide answers to the following evaluation questions:

#### *In terms of the "relevance":*

- To what extent does / did the project actions align with beneficiary's context and priorities?
- To what extent does / did the project address the beneficiaries' identified needs?

#### *In terms of the "effectiveness"*

- To what extent has VET4Youth achieved the expected results?
- What have been the reasons for achievement of project results and lack thereof?
- How the principle of equality including gender equality have been applied during intervention?
- How have communication strategies and channels been effective in terms of the cooperation within and beyond the consortium?

#### *In terms of the "efficiency"*

- To what extent did the project meet its efficiency goals in terms of resource utilization, time management, and cost-effectiveness?

#### *In terms of the "sustainability"*

- To what extent were implemented measures to ensure sustainability of project results?
- To what extent did the project establish links with the relevant local, regional, national existing structures to ensure the continuation of the activities in the future?

#### *In terms of the "impact"*





- To what extent has VET4Youth succeeded in impacting project beneficiaries at national, regional and European level?
- To what extent did the project bring lasting changes to VET-business cooperation and the youth empowerment in the SM countries?

## 4 Location and Logistics

Evaluation will be conducted home-based with no travels being planned within the scope of the assignment.

## 5 Budget and Payments

The budget for the evaluation is set at € 5 000,00. This sum includes the evaluator's remuneration and all expenses for the services including communication expenses or other costs and will be paid in instalments linked to the approved deliverables. The offer and following the invoice are shown without VAT, as the change in the tax liability (reverse charge procedure) applies.

Payment of the assignment will be made in three instalments as listed below:

- A first instalment amounting to **20% of the total value** will be paid within the two months after contract signature upon
- A second instalment of **40% of the total value** will be paid on M19 upon submission and approval of the "Mid -Term Project external evaluation report" by the BK-CON.
- A final payment of **40% of the total value** will be paid on M37 upon submission and approval of the "Final External Evaluation Report" by BK-CON.

Payments will be done by bank transfers to a bank account for which the Contractor will communicate the full details. Should the VET4Youth project be extended, due to the decision of the Partnership and/or the European Commission, this assignment will be extended for the same duration without any increase of its budget, while some deliverables will be delivered at a new deadline, which will be agreed at a Partnership Level and announced at least 1 month in advance to the Contractor.

Subcontracting is not allowed.

## 6 Professional qualification of Evaluator(s)

Any individual or legal entity interested in this tender should cover the following requirements:



Requirement	Type of requirement	Proof of fulfilment (One Reference can fulfil more than one requirement)
Experience in independent evaluation services and /or quality assurance services, including evaluation methodologies and data collection	Essential	Having at least 3 contracts for similar services successfully completed within the period of last 5 years or currently under implementation
Experience of multi-stakeholder EU-funded projects	Essential	Having at least 3 project references either as consortium partner for EU funded projects or as contractor of a consortium implementing an EU funded project
Ability to draft evaluation reports of high quality in English	Essential	Native Speaker or Lead Expert with a C1 English Diploma, Expert having at least 3 contracts for similar services conducted in English successfully completed within the period of last 5 years
Proficiency in evaluating Education related Projects	Preferable	Previous experience in evaluation of education-oriented projects.

## 7 Submission of Bid

The proposals should contain a detailed explanation of the qualifications and the expertise of the potential contractor, e.g., information on references from the contractor on similar projects already handled, to demonstrate his/her experience and capability to succeed in performing the tasks as set out in section 3 of present ToR.

In detail, potential Contractors, should submit the following documents:

- *Business presentation* – max 5 pages (in the case of legal entities) and/or Europass CV (in the case of individuals) presenting the activities and profile of the tenderer (max 3 pages)
- *Motivation letter* (maximum 450 words) explaining the suitability of the tenderer to undertake the evaluation based on the criteria mentioned above
- *List of references* for proving fulfilment of the requirements detailed under section VIII
- *A technical proposal*, including a detailed description of the methodology and tools applied (max 5 pages)
- *Financial Proposal*, indicating that all costs are being included in the price indicated in the proposal. (max 1 page)

- *Declaration of Honour*, to be signed by the person legally authorised to enter legally binding commitments on behalf of the tendering organisation. Once signed it must be scanned and annexed to the Tender.

The deadline for the submission of Tenders is the 9<sup>h</sup> of May 2025, 13:00 CET. All Tenders must be sent via email to Mr Bernd Kruczek. Signed pages should be scanned:

**Email:** [kruczek@bk-con.eu](mailto:kruczek@bk-con.eu); Cc: [tasheva@bk-con.eu](mailto:tasheva@bk-con.eu)

**Subject:** *“External Evaluation Services for the VET4Youth Project – Bid for Tender”*

## 8 Applicable Law

The contractual agreement is based upon and regulated by the European Commission’s rules, provisions and requirements as set out in the project agreement with the European Commission, DG EAC and applicable German and Land Brandenburg Procurement Law. The Contractor is obliged to fulfil the described tasks and duties of work to receive the final payment according to the contract.

BK Consult GmbH has the right, based on German Law, to terminate the contract when the Contractor cannot perform the agreed tasks and duties accordingly. Any conflicts of interests or disputes concerning the validity of this arrangement, the construction of its terms, and the interpretation of the rights and duties of the parties in the contract shall be governed by German Law. The contract may not be transferred without the parties’ written agreement.

## 9 Data Protection

The contracting party accepts that the contractor is free to use the data collected and the reports written in this project as part of their own academic reports and articles, if they include the relevant references to the project.

However, to fulfil or respect the modernized Convention 108 (the regulation (No 45/2001 of the European Parliament and of the Council of 18 December 2000) and EU General Data Protection Regulation (GDPR) on the protection of individuals regarding the processing of personal data by the Community institutions and bodies and on the free movement of such data:

- The Contractor must process personal data under the agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).
- The Contractor may grant its personnel access only to data that is strictly necessary for implementing, managing, and monitoring the agreement.
- The Contractor must adopt appropriate technical and organisational security measures having to the risks inherent in the processing and to the nature of the personal data concerned



## ANNEXES

### Annex I Award Criteria

Aside requirements defined by ToR, the selection process will be based on:

1. Acceptance of the tender offering the best price quality ratio and
2. The availability during the project duration for the requested tasks.

The Contractor is selected according to the standards of selection that have been developed by BK-con. Main selection criteria are the expertise and capacity to deliver the work tendered for, the price quality relation, the methodological quality and the tenderer's work experience. It should be noted that the contract will not be awarded to a tenderer who receives less than 70% on the award criteria.

In detail, the following criteria are going to be considered:

- Evidence tracks record of proven scientific research experience and extensive knowledge of Social Inclusion (with reference to education as well)
- Proficient capacity of the English languages
- Understanding of the nature of the assignment
- Capacity to work in a team project
- Ability to meet deadlines
- Ability to meet budget allowance
- Availability to attend meetings

Within this context, the evaluation process includes the following steps:

- The submission date and time of all tenders is checked, and all tenders having been submitted after the submission deadline are rejected.
- The requirements of Section 0 are checked and any tender that does not fulfil the essential requirements is rejected.
- The technical proposal (methodology and tools used) is being assessed.
- The following score system is going to be used for the evaluation of the Tenders:

Evaluation Criteria	Max Score
Understanding of the Assignment	30
Overall Quality of Technical Proposal Submitted	40
Profile of the Senior Expert / Evaluator of the Contractor	20
Additional services included	10
<b>Total</b>	<b>100</b>

- The Financial Offers for all evaluated tenders are opened.
- The final ranking of all offers is prepared by using the following formula: 70% X the score under technical requirements / 30% the score under the financial proposal.
- The most preferred candidate is contacted and asked to sign the contract.
- All other candidates are informed about the evaluation results, if requested when submitting the offer.

**Note:** when signing the contract, additional statements may be required to avoid incompatibility or conflict of interest.

## Annex II - Contract template for the External Evaluation Services

The awarded candidate will be asked to sign the following contract:

**SERVICE CONTRACT  
FOR THE ASSIGNMENT OF THE  
EXTERNAL EVALUATION FOR THE VET4Youth PROJECT**

In Kolkwitz, today the XX of XX 2025, the following Contracting Parties, namely:

**BK Consult GmbH** (hereafter BK-con), located in Germany, Bergstraße 42, 03099 Kolkwitz with Registration / VAT Number 056/151/09977, DE327752367, represented by *Mr Bernd Kruczek*,

and

**XXXXXXXXXXXXXXXX** (hereafter Contractor), located in COUNTRY, STREET, PC, TOWN with Registration / VAT Number XXXXXXxxxxxxx, represented by XX XXXXXX,

agreed

on the following assignment, within the framework of the *VET4Youth: Youth Empowerment through the enhancement of digital and green skills in the Southern Mediterranean region*, awarded by the Education, Audiovisual and Culture Executive Agency (EACEA) of the European Commission under the Grant Agreement No. 101183403.

### Article 1

#### Subject - Tasks

Subject of this assignment is the implementation of the External Evaluation services as foreseen in the relevant Request for Tender and the Application Form submitted to and awarded by EACEA.

Within this context, the assignment foresees the following Task - Conducting External Mid-term and Final Project Evaluations.

### Article 2

#### Deliverables – Deadlines for Submission - Ownership

The following Deliverables are going to be asked to be prepared and submitted within this assignment:

<b>Deliverable #</b>	<b>Deliverable Description</b>	<b>Deadline for Submission</b>
1	Mid -Term Project external evaluation report	May 31st, 2026
2	Final External Evaluation Report including lessons learned section	December 31st, 2027

### Article 3

#### Duration

The total duration of this assignment is 33 months, starting on the 15<sup>th</sup> of May, 2025.



Should the Project VET4Youth be extended, due to the decision of the Partnership and / or the European Commission, this assignment will be extended for the same duration without any increase of its budget, while some deliverables will be delivered at a new deadline, which will be agreed at a Partnership Level and announced at least 1 month in advance to the Contractor.

#### Article 4

##### Value of Contract and Payments

The total value of this assignment has been agreed to be 5.000,00 Euros. Invoices are shown without VAT, as the change in the tax liability (reverse charge procedure) applies.

Payment of the assignment will be made in three instalments as listed below:

- i. A first instalment amounting to **20% of the total value** will be paid within the two months after contract signature upon.
- ii. A second instalment of **40% of the total value** will be paid on M19 upon submission and approval of the "Mid -Term Project external evaluation report" by the BK-CON.
- iii. A final payment of **40% of the total value** will be paid on M37 upon submission and approval of the "Final External Evaluation Report including lessons learned section" by BK-CON.

Payments will be made by bank transfers to a bank account for which the Contractor will communicate the full details.

#### Article 5

##### Obligations of the Contractor

The Contractor is obliged to cooperate with BK-Con and the partners of the VET4Youth Partnership in good faith. All necessary information should be provided, while the evaluation shall be implemented with the intention to improve the project management process and its planned activities and Deliverables. The Contractor shall ask in advance for all necessary documentation and data needed for the implementation of this assignment (at least 15 days in advance). Good faith includes politeness during the exchange of written correspondence and mitigation of all possible conflicts arisen. All relevant important developments, risks, or challenges during the implementation of this assignment shall be reported to the Company, as soon as possible.

#### Article 6

##### Obligations of the Company

BK-con has the obligation to provide to the Contractor all requested and necessary information, documentation and access to primary data and contact details, regarding this assignment. All delivered information shall be in written to achieve the highest possible accountability and transparency.

#### Article 7

##### Confidentiality

BK-con accepts that the contractor is free to use the data collected and the reports written in this project as part of their own academic reports and articles, if they include the relevant references to the project. All information shared within this assignment shall be treated with confidentiality and should not be shared with third parties. All relevant information, concerns and findings must be shared at first with BK-con and at a second level if requested with the Steering Committee of the VET4Youth Project. The deliverables are going to be submitted to BK-con and not be published, unless the VET4Youth Partnership does so, following the provisions of the VET4Youth Grant Agreement and the relevant application form. Shall this be the case and the deliverables are



fully or partially being published the Contractor may use the relevant information for informative reasons only. The nature of the contract and the financial status of it, may be published or used as references by the Contractor, provided that -during the implementation of this assignment- he provides prior notice to BK-con.

## **Article 8**

### **Data Protection Clauses**

To fulfil or respect the modernized Convention 108 (the regulation (No 45/2001 of the European Parliament and of the Council of 18 December 2000) and EU General Data Protection Regulation (GDPR) on the protection of individuals regarding the processing of personal data by the Community institutions and bodies and on the free movement of such data:

- The Contractor must process personal data under the agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).
- The Contractor may grant its personnel access only to data that is strictly necessary for implementing, managing, and monitoring the agreement.
- The Contractor must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned.

## **Article 9**

### **Force Majeure - Penalties – Termination of the Contract**

BK Consult GmbH has the right, based on German Law, to terminate the contract when the Contractor cannot perform the agreed tasks and duties accordingly.

In the event of challenges or circumstances beyond the control of one of the two parties, that shall make it impossible to meet its obligations of one to the other, as provided by this agreement, that party must notify the other party in written, explaining the situation that does not allow them to further fulfil the obligations emerging from this contract. This written statement must be made as soon as the event takes place, or the circumstances arise. The performance of the obligations of this Contracting Party shall be deemed to be postponed until the events or circumstances permit their resumption under the same terms herein. Within this context, should both parties agree, a mutual termination of this Assignment shall be possible.

In all other cases, should the Contractor fail to submit deliverables at the requested date as foreseen in Article 2 of this Contract, a penalty may apply of a total value of 100 € per day of delayed submission. The application of the penalty falls on the discretion of BK-con.



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## Article 10

### Other general clauses

All terms herein are essentially agreed upon. The invalidity of a term does not lead to the invalidity of the whole, but the other terms remain in force, while the contract may be amended only within the context foreseen in its articles or in written agreement between both parties. The contractual agreement is based upon and regulated by the European Commission's rules, provisions and requirements as set out in the project agreement with the European Commission, DG EAC and applicable German law. The Contractor is obliged to fulfil the described tasks and duties of work to receive the final payment according to the contract.

Kolkwitz, xx.xx.2025

Place, xx.xx.2025

For BK Consult GbR

For the contractor

Bernd Kruczek

xxxxxxxxxxx

Managing Director

Position held





## Annex III – Declaration of Honour

I, the undersigned Name, Position held, certify that the entity is not in one of the following situations:

- a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under EU or national laws or regulations;
- b) it has been established by a final judgement or a final administrative decision that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgement or a final administrative decision that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including any of the following:
  - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility and selection criteria or in the performance of a contract, a grant agreement or a grant decision;
  - ii. entering into agreement with other persons with the aim of distorting competition;
  - iii. violating intellectual property rights;
  - iv. attempting to influence the decision-making process of the Commission/ the Agency during the award procedure;
  - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure;
- d) it has been established by a final judgement that it is guilty of the following:
  - i. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the
  - ii. Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
  - iii. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in the applicable law;
  - iv. conduct related to a criminal organization, as referred to in Article 2 of Council Framework Decision 2008/841 /JHA;
  - v. money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
  - vi. terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding, abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;
  - vii. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract, a grant agreement or a grant decision financed by the Union's budget, which has led to its early



termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;

- f) it has been established by a final judgment or final administrative decision that it has committed an irregularity within the meaning of Article 1 (2) of Council Regulation (EC, Euratom) No 2988/95;
- g) it has been established by a final judgment or final administrative decision that it has created an entity under a different jurisdiction with the intent to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- h) (only for legal persons or entities without legal personality) it has been established by a final judgment or final administrative decision that the entity has been created with the intent provided for in point (g);
- i) for the situations referred to in points (c) to (h) above the person is subject to:

Place, xx.xx.2025

For the tenderer

Name

Position held