

SPECIFIC CONTRACT

No COMM/C3/02/2020

implementing framework contract No PO/2017-11/A2

1. The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the contracting authority"), represented for the purposes of the signature of this specific contract by Richard KUEHNEL, acting in his capacity as Director of Directorate C, Directorate-General Communication,

and

2. Kantar Belgium SA Rue du Marais 49-53 1000 – Brussels

Statutory registration number: 0428.913.808 VAT registration number: BE0428.913.808

represented for the purposes of signing this specific contract by
Kantar Belgium SA,

HAVE AGREED

ARTICLE 1 SUBJECT MATTER

- 1.1 This specific contract implements framework contract (FWC) No PO/2017-11/A2, signed by the parties on 28/02/2018 (Ares(2018)1160501).
- 1.2 In accordance with the provisions set out in the FWC and in this specific contract and its annex, which form an integral part of it, the contractor must provide the services specified in Annex 1 related to the selection of participants in pan-European panels in the context of the Conference for the Future of Europe.

ARTICLE 2 ENTRY INTO FORCE AND DURATION

- 2.1 This specific contract enters into force on the date on which the last party signs it.
- 2.2 The provision of the services starts from the date of entry into force of this specific contract.
- 2.3 The provision of the services must not exceed 31 December 2021. The parties may extend the duration by written agreement before it elapses and before expiry of the EWC

ARTICLE 3 PRICE

3.1 The maximum total price payable under this specific contract excluding reimbursement of expenses is EUR 300.000 (three hundred thousand euros).

Only services actually rendered can be invoiced.

3.2 Reimbursement of expenses is not applicable to this specific contract.

444

In Belgium, use of this contract constitutes a request for VAT exemption No 450, Article 42, paragraph 3.3 of the VAT code (circular 2/1978), provided the invoice includes the statement: 'Exonération de la TVA, Article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)' or an equivalent statement in the Dutch or German language.

ARTICLE 4 PAYMENT ARRANGEMENTS

4.1 The invoicing procedures for the services are as follows (see Article I.6 of the framework contract):

4.1.1. Pre-financing

Following signature of the specific contact by the last party, the contractor may claim a pre-financing payment of 30% of the price stipulated in article 3 above. In order to claim such payment, the contractor must send an invoice in paper to the address mentioned below.

4.1.2 Payment of the balance

The contractor must send an invoice for payment of the balance within 60 days of the end of the period of provision of the services.

Request for payment relating to performance of the contract shall bear the reference of the Framework contract and the Specific contract and shall be addressed to:

European Commission
DG Communication, Unit COMM/C/3

Rue de la Loi 200 B – 1049 BRUXELLES

ARTICLE 5 COMMUNICATION DETAILS

For the purpose of this specific contract, communications must be sent to the following addresses:

Contracting authority:

European Commission, Directorate-General Communication Directorate C - Representation & Communication in Member States Unit C3 - Citizens' dialogues

B- 1049 Brussels

E-mail: comm-citizens-dialogues@ec.europa.eu

Contractor:

Kantar Belgium SA

Rue du Marsis 49-53 1000 - Rrussels

E-mail:

ARTICLE 5 PERFORMANCE GUARANTEE

Performance guarantee is not applicable to this specific contract.

ARTICLE 6 RETENTION MONEY GUARANTEE

Retention money guarantee is not applicable to this specific contract.

Apocxes

1. Description of services required

2. Declaration on the list of pre-existing rights

3. Statement of contractor concerning rights to delivered results

Signatures

For the contractor, For the contracting authority,

Kantar Belgium SA Richard KUEHNEL

Director

signature:

Done at Brussels, on Done at Brussels, on 23/12/2020

signature:

In duplicate in English.

Annex 1 - Description of services required

The resources specified below are to be understood as the maximum resource allocated to each of the sub-tasks. The Commission reserves the right to modify any of these allocated resources at any time during the contract. Only services actually rendered can be invoiced.

« Research work »

Conference on the Future of Europe (COFE) selection of participants in pan-European panels

CONTEXT AND OBJECTIVE

The Conference on the future of Europe (COFE)

As a major pan-European democratic exercise and joint effort by the European Parliament, the Council and the European Commission, the Conference will be a new public forum for an open, inclusive, transparent and structured debate with citizens around a number of key priorities and challenges.

It will be a bottom-up forum, accessible to all citizens, from all walks of life, and from all corners of the Union, and should reflect Europe's diversity. It will be open to civil society, the European institutions and other European bodies, including the Committee of the Regions, the European Economic and Social Committee, as well as national, regional and local authorities, parliaments and other stakeholders – all contributing as equal partners.

Ultimately, it is about strengthening the link between Europeans and the institutions that serve them. Promoting new forms of citizens' participation will increase legitimacy and trust in the European Union and complement its representative democracy. The Conference must address a specific element of the citizens' dialogues, namely the connection between citizens' views and practical policy-making. The Commission is committed to taking the most effective actions, with the other EU institutions, to ensure that what citizens debate is translated into EU policy-making.

The Conference will be a participatory process running for about 18 months and ending in the first semester 2022. Participants will be asked to provide opinions on many topics and submit proposals for future EU policies. In events organised by the EU institutions, Member States' public authorities or private actors, citizens can develop ideas and collective solutions to unsolved challenges.

The pan-European citizens' panels

The Conference on the future of Europe will rely on a mix of events online and offline organised by European institutions, national, regional and local governments and all sorts of civil society organisations, concluding in the first semester 2022.

An important feature of the Conference will be the pan-European citizens' panels. The European Commission intends to invite two groups of 200 persons coming from all 27 Member States to discuss different topics. These panels will take place in Brussels, Strasbourg or the Member States as physical and/or online events.

In all previous events such as Citizens' Dialogues, the Commission has relied on Representations and EDICs to invite participants. The result, research suggests, is that the participants have in general been pro-European and have had higher education than what would have been the result of a random selection. By contrast, some experience of randomly selected citizens' panels, whether at Member States or European level (cf. for example the May 2018 citizens' panels that has prepared the questionnaire for the Citizens' Consultations on Europe), have shown attendance by people who have never before participated in any EU event.

These panels should be representative of the sociological diversity of the European Union population.

We would therefore like to invite a randomly selected group of citizens covering geographical origin, socio-economic background, education, gender and age to give the outcome of the discussions a higher credibility.

Each panel will be invited to participate in 1 physical sessions of 2 days, most likely taking place at the end of the week/week-end. Online small group sessions are also likely to be organised. Depending on the sanitary conditions, the online part of the sessions might be increased. Both panels will take place during the same period of about 9 months, from March 2021 to November 2021 following a methodology that will be developed with the help of another contractor/service provider. The latter will work in close contact with Kantar to ensure the quality and diversity of the panels, as this is a fundamental element of their success.

Contract objective

The services requested consist in the random selection of 200 participants and some 50 reserves for each of the two panels (400 in total and 100 reserves); getting their commitment to participate; keeping in touch with the participants regularly up until the event by sending information, invitations, replace cancelled participants with others from the reserve list and provide a confirmed and stable lists of participants to the contractor in charge of the logistics of the events.

These services will include in particular:

- Define a methodology for the recruitment of 400 randomly selected participants and a reserve list of 100.
- Recruitment of 400 persons coming from all Member States for two panels consisting of 200 persons each. Each group of 200 persons should be a representative sample of the EU population when it comes to geographical origin, socio-economic background, education, gender and age. For each group of 200 persons an extra 50 should be recruited as reserves. Success and quality of the panels will depend on the degree by which this sociological diversity will be respected. Constant checks on this front will be needed and correcting measures put into place if some of the sociological criteria are not properly met. The Commission and the service provider in charge of the methodology of the panels will need regular reports on how the criteria is met.
- Keep in touch regularly with all participants from the moment of recruitment up until the start of each panel. This should be done through sending information about the topics to be discussed or other general information about the panel or any other information the European Commission would like to forward to them. European Commission will provide all such information to the contractor. All communication with the participants has to be done in the language of the country of each participant.
- List of participants to the panels should be sent to the contractor in charge of the logistics of each event and to the European Commission (COMM.C.3). The logistics contractor will need name, telephone number (mobiles when it exits), address and email address of each participant.
- A list describing the diversity of each panel (without names just socio-demographic information) should be sent to European Commission (COMM.C.3) prior to each event.

Target audience

All EU citizens from the age of 18

Date and place of delivery of services

Methodology, random selection, follow-up from 01/2021 until 12/2021.

REQUIRED SERVICES

Required Services

The contractor will work in close contact and cooperation with the European Commission (COMM.C.3) and the contractors designated for the panel methodology and logistics.

During all work done under this contract the contractor has to respect the applicable data protection and user privacy legislation and rules.

Tasks to be carried out and services to be delivered;

The services are requested under "Research work" covered by the framework contract (see point 2.2.4.E of the tender specifications), and consist of:

Cost for recruitment of 400 participants from 27 Member States to attend two panels of 200 participants each for one event for each group (and a back-up list of 100 participants), including all other tasks as described above:

Annex 2

Declaration on the list of pre-existing rights

I, [insert name of the authorised representative of the contractor] representing [insert name of the contractor] ('the contractor'), party to the [framework] [specific] contract [insert title and number]

<u>loption</u> I warrant that the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results do not contain any pre-existing rights to the results or parts of the results or to pre-existing materials as defined in the above-mentioned contract.]

<u>laption</u> warrant that the results and the pre-existing material incorporated in the results are free of rights or claims from creators or from any third parties for any use the contracting authority may envisage and declare that the results contain the following pre-existing rights:}

Please fill in the table - one line per pre-existing right

| Result concerned | Pre-existing material concerned | Rights to pre-existing material | Identification of rights' holder |
|------------------|---------------------------------|---------------------------------|-------------------------------------|
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| | | | |

Annex 3

Statement of contractor concerning rights to delivered results

L [insert name of the authorised representative of the contractor] representing [insert name of the contractor], party to the [framework] [specific] contract [insert title and number] ('the contractor') warrant that the contractor holds all rights to the delivered results listed below [insert titles and description of relevant results].

The above-mentioned results were prepared by (insert names of creators). The creators transferred all their relevant rights to the results to [the contractor] [insert name of the rights holder] through [an agreement] [an employment contract] [a relevant extract of] which is attached to this statement.

The creators [received all their remuneration on [insert date]] [will receive all their remuneration as agreed within [complete] weeks from [delivery of this statement] [receipt of confirmation of acceptance of the work]. [The statement of the creators confirming payment is attached].

Date, place, signature