

**EUROPEAN COMMISSION**  
Directorate-General for Trade

The Director General

Brussels,  
DG TRADE /JLD

**NOTE TO**

**MS. C. DAY, SECRETARY-GENERAL**  
**MR. L. ROMERO REQUENA, DIRECTOR-GENERAL, SJ**  
**MR. J.-M. SILVA RODRIGUEZ, DIRECTOR-GENERAL, AGRI**  
**MR. J. DELBEKE, DIRECTOR-GENERAL, CLIMA**  
**MR. A. ITALIANER, DIRECTOR-GENERAL, COMP**  
**MR. J. TRUSZCZYNSKI, DIRECTOR-GENERAL, EAC**  
**MR. D. O'SULLIVAN, CHIEF OPERATING OFFICER, EEAS**  
**MR. K. RICHELLE, DIRECTOR-GENERAL, EMPL**  
**MR. PH. LOWE, DIRECTOR-GENERAL, ENER**  
**MR. D. CALLEJA CRESPO, DIRECTOR-GENERAL, ENTR**  
**MR. K. FALKENBERG, DIRECTOR-GENERAL, ENV**  
**MR. S. MANSERVISI, DIRECTOR-GENERAL, HOME**  
**MR. R. MADELIN, DIRECTOR-GENERAL, CONNECT**  
**MS. F. LE BAIL, DIRECTOR-GENERAL, JUST**  
**MR. J. FAULL, DIRECTOR-GENERAL, MARKT**  
**MS. L. EVANS, DIRECTOR-GENERAL, MARE**  
**MR. M. RUETE, DIRECTOR-GENERAL, MOVE**  
**MR. G. KESSLER, DIRECTOR-GENERAL, OLAF**  
**MS. P. TESTORI COGGI, DIRECTOR-GENERAL, SANCO**  
**MR. H. ZOUREK, DIRECTOR-GENERAL, TAXUD**

**Subject: EU-US Transatlantic Trade and Investment Partnership (TTIP)**  
**agreement: list of experts and first round in Brussels 8-12 July**

Dear Colleagues,

On 12 March the College adopted draft Negotiating Directives for the Transatlantic Trade and Investment Partnership (TTIP) agreement. This was an important step towards launching the biggest ever bilateral trade and investment negotiations.

Discussions on the Negotiating Directives have now started with Council in the Trade Policy Committee. As mentioned by President Barroso, we aim at concluding these discussions at the latest by the Foreign Affairs Council in Trade Formation of 14 June. This is one of the Irish Presidency's prime objectives, which we support fully.

We all need to get ready for negotiations now, and organise ourselves in the most efficient manner. These negotiations will not be easy and require a high degree of commitment from all of us. I see this as an exercise of strong cooperation between us, while DG Trade will take the overall lead given the subject matter.

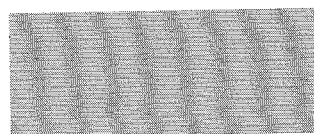
You will find in the annex an "*organigramme*" for the team to run these negotiations. I trust this will help identify the relevant "leads" and experts in our contacts. Apart from DG Trade staff, we have also indicated DGs that would be expected to participate regularly in the different negotiating groups. It goes without saying that we would also welcome the involvement of other DGs.

Can I ask you to indicate the name of the experts that you will designate to follow areas within your responsibility? I would be grateful if you could send this information to our deputy chief negotiator, [REDACTED] ([REDACTED]@ec.europa.eu).

Our plan is to hold first negotiating round in Brussels in the week starting 8 July. The second round is likely to be held either in the week starting 23 or 30 September in Washington. It would be important that your experts block already now the entire week 8-12 July.

Thank you in advance.

I am personally looking very much forward to our close cooperation in what will be challenging and interesting negotiations. We will soon communicate to you the date for the first meeting of the negotiating team.



Jean-Luc DEMARTY

Annex: Negotiation Organigramme

Cc: J. Aguiar Machado, P. Balas, P. Sandler, R. Schlegelmilch, M. Petriccione, [REDACTED], I. Garcia Bercero, D. Juul-Joergensen, S. Ratso, J. Schaps, [REDACTED]

**FTA Negotiations with US (DG Trade Organisation)\***

- Chief Negotiator: Ignacio Garcia Bercero
- Deputy Chief Negotiator: [REDACTED]
- Co-ordinators: [REDACTED]
- Legal Officer: [REDACTED]

Tariff Cluster: [REDACTED]

- NAMA – [REDACTED]
- AGRI tariffs – DG AGRI + [REDACTED]
- RoO – DG TAXUD + [REDACTED]
- General text Trade in Goods – [REDACTED] + [REDACTED] (Safeguards)

Regulatory Cluster: Ignacio Garcia Bercero (Deputy: [REDACTED]) Associated DGs: ENTR, MARE, (X)

- TBT – [REDACTED] + DG ENTR
- Horizontal Chapter on Regulatory Issues – [REDACTED] + [REDACTED] + [REDACTED] + [REDACTED] + Sec Gen
- Sectoral annexes – [REDACTED] + [REDACTED] + [REDACTED] + [REDACTED]
- Cars – DG ENTR + DG ENV + DG CLIMA + [REDACTED]
- Health Sectors – DG SANCO + [REDACTED]
- Chemicals – DG ENTR + DG ENV + [REDACTED]
- Machinery – DG ENTR + [REDACTED]
- SPS: DG SANCO + [REDACTED] + [REDACTED] + [REDACTED]

Services Cluster: [REDACTED] + [REDACTED]

- Regulatory issues on Financial Services-DG Markt + [REDACTED] + [REDACTED]

\* Negotiators will meet regularly during rounds with leads on regulatory cluster, including leads on regulatory issues on services.

- Regulatory issues relating to telecoms and the digital economy – DG CNECT + [REDACTED] + [REDACTED]
- Regulatory issues on Professional Services – DG MARKT + [REDACTED] + [REDACTED]

Investment: Leopoldo Rubinacci + [REDACTED] + [REDACTED] (ISD5)

Procurement: [REDACTED], [REDACTED] and [REDACTED]

IPR: [REDACTED] + (DG AGRI) (GIs) + DG MARKT

Trade Facilitation and Other Rules: [REDACTED] and [REDACTED] + DG TAXUD

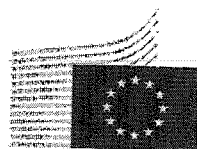
Trade-related aspects of Energy: [REDACTED] + [REDACTED] + DG ENER

Competition Policy and SOEs: [REDACTED], [REDACTED] + DG Comp

Labour and Environment: [REDACTED] + [REDACTED] + [REDACTED] + DG EMPL, DG ENV, DG CLIMA

Dispute Settlement: [REDACTED]

\* Negotiators will meet regularly during rounds with leads on regulatory cluster, including leads on regulatory issues on services.



## EUROPEAN COMMISSION

Directorate-General for Trade

The Director General

Brussels, **11 JUIN 2013**  
DG Trade/Ares save (2013) 927519

### NOTE TO THE ATTENTION OF

**MS. C. DAY, SECRETARY-GENERAL, SG**  
**MR. L. ROMERO REQUENA, DIRECTOR-GENERAL, SJ**  
**MR. J. PLEWA, DIRECTOR-GENERAL, AGRI**  
**MR. H. JOUANJEAN, DIRECTOR-GENERAL, BUDG**  
**MR. J. DELBEKE, DIRECTOR-GENERAL CLIMA**  
**MR. A. ITALIANER, DIRECTOR-GENERAL, COMP**  
**MR. F. FOTIADIS, DIRECTOR-GENERAL, DEVCO**  
**MR. M. BUTI, DIRECTOR-GENERAL, ECFIN**  
**MR. K. RICHELLE, DIRECTOR-GENERAL, EMPL**  
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**MR. W. RADERMACHER, DIRECTOR-GENERAL, ESTAT**  
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**MR. R-J. SMITS, DIRECTOR-GENERAL, RTD**  
**MR. R. MADELIN, DIRECTOR-GENERAL, CNECT**  
**MR. S. SANNINO, DIRECTOR-GENERAL, ELARG**  
**MR. D. O'SULLIVAN, CHIEF OPERATING OFFICER, EEAS**

**Subject: Sustainability Impact Assessment Steering Group on the future negotiations of a Transatlantic Trade and Investment Partnership (TTIP) between the EU and the United States**

The adoption of the EU-US TTIP negotiating directives by the Council is expected 14 June 2013, when a meeting of the Foreign Affairs Council is scheduled. Once the directives are adopted DG TRADE aims to launch the procedure to conduct a Sustainability Impact Assessment (SIA).

A trade SIA in support of the negotiations of a TTIP between the EU and the US should be carried out during the trade negotiations. It should be completed within one year and in any case not later than before the end of the negotiations, so that its results can inform the negotiations and decision-making process.

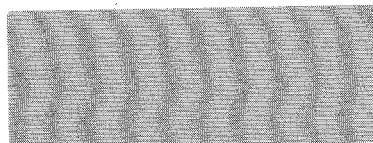
The SIA should assess how the trade and trade-related provisions under negotiation could affect economic, social, and human rights issues in the EU and the US (as well as in other relevant countries). It should also propose measures (trade or non-trade) to maximise the benefits of the agreement and to prevent or minimise potential negative impacts. This assessment is necessary to enable the European Union to pursue an approach which brings the greatest overall welfare gains, thereby helping the EU to meet its objective of promoting sustainable development. Assessing the impacts of trade and investment liberalisation, including the removal of non-tariff obstacles and regulatory approximation, and anticipating transitional economic and social changes within the EU 28, US and other relevant countries, is also necessary in order to set up the right accompanying policies at regional, provincial/territorial, national and EU level, so as to maintain and improve global competitiveness of industry and services and ensure support for the necessary labour market and social adjustments.

The SIA will make full use of the economic analysis carried out for the existing Impact Assessment Report on the future of EU-US trade relations published in March 2013 as well as any other existing economic analysis. The main purpose of the SIA will be to complement the economic analysis with an enhanced focus on the likely social, environmental and human right impacts of the proposed trade liberalisation in order to help optimise the decisions and choices made about policy. It will also provide for an in-depth and representative stakeholder consultation.

I would like to invite you to indicate if your services would be interested in participating in the Sustainability Impact Assessment Steering Group that will be set up to prepare this SIA. I would appreciate if you could nominate representatives from your DG for the Steering Committee **within five working days following the date of this note**. Please send the contact details to Mr [REDACTED] ([REDACTED]@ec.europa.eu, Tel.: [REDACTED]) and Mr [REDACTED] ([REDACTED]@ec.europa.eu, Tel.: [REDACTED]). The first meeting of the SIA Steering Group is scheduled on Thursday, **20 June from 15-18h, Room 4C, Borschette Building**.

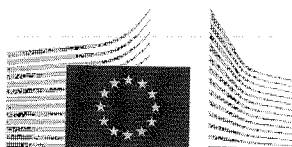
The draft Terms of Reference, which will be discussed in the Steering Group meeting, are attached for your comments. We invite you to submit your comments by **Wednesday, 19 June** to Mr. Jan Schmitz who is available for any questions you may have on this steering group. In the course of the SIA process, further information and documents will be distributed directly to the members of the Steering Group.

We look forward to co-operating with your services on this.



Jean-Luc DEMARTY

Cc: J. Aguiar Machado, P. Balas, Directors and HOU DG Trade, assistants, Unit E1( Trade); [REDACTED] (DEL Washington); M. Vanheukelen, C. Bengtsson (Cab De Gucht)



**EUROPEAN COMMISSION**

Directorate-General for Trade

Directorate E - Neighbouring countries, USA and Canada  
**The Director**

Brussels, [the date here shall be that of the  
dispatch to SIMAP; to be  
communicated by unit A1]

Dear Sir/Madam,

**Subject: Invitation to tender related to a contract to provide a Trade Sustainability Impact Assessment (Trade SIA) in support of negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America**

1. The European Commission is planning to award the public contract referred to above. Please find enclosed the related tender specification listing all the documents that must be produced in order to submit a tender, and the draft contract.
2. If you are interested in this contract, you should submit a tender in one original and two copies in one of the official languages of the European Union.

Tenderers shall submit tenders by letter:

- a) either by post or by courier not later than DD/MM/2013, in which case the evidence of the date of dispatch shall be constituted by the postmark or the date of the deposit slip, to the address indicated below.
- b) or delivered by hand not later than 16.00 on DD/MM/2013 to the address indicated below. In this case, a receipt must be obtained as proof of submission, signed and dated by the official in the Commission's central mail department who took delivery.

The department is open from 08.00 to 17.00 Monday to Thursday, and from 8.00 to 16.00 on Fridays. It is closed on Saturdays, Sundays and Commission holidays.

<u>By post:</u>	<u>By courier or by hand:</u>
CALL FOR TENDERS	CALL FOR TENDERS
Contract to provide a Trade Sustainability	Contract to provide a Trade Sustainability

<p>Impact Assessment (Trade SIA) in support of negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America - <i>Project reference</i></p> <p>European Commission Directorate-General for Trade, For the attention of Unit A1 - Resources and Strategic Planning (CHAR 07/03) TRADE 13/E1/<i>Project reference</i> B – 1049 Brussels Belgium</p>	<p>Impact Assessment (Trade SIA) in support of negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America - <i>Project reference</i></p> <p>European Commission Directorate-General for Trade, For the attention of Unit A1 - Resources and Strategic Planning (CHAR 07/03) TRADE 13/E1/<i>Project reference</i> Avenue du Bourget 1 B-1140 Brussels (Evere) Belgium</p>
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Tenders (original plus two copies) must be placed inside two sealed envelopes, one inside the other. Both envelopes should mention the following reference: TRADE-13/E1E1E03. The inner envelope, addressed to the Department indicated in the invitation to tender, should be marked: "INVITATION TO TENDER RELATED TO A CONTRACT TO PROVIDE A TRADE SUSTAINABILITY IMPACT ASSESSMENT (TRADE SIA) IN SUPPORT OF NEGOTIATIONS OF A COMPREHENSIVE TRADE AND INVESTMENT AGREEMENT BETWEEN THE EUROPEAN UNION AND THE UNITED STATES OF AMERICA – NOT TO BE OPENED BY THE INTERNAL MAIL DEPARTMENT ". If self-adhesive envelopes are used, they must be sealed with adhesive tape and the sender must sign across this tape.

The inner envelope must also contain two sealed envelopes, one containing the technical tender and the other the financial tender. Each of these envelopes must clearly indicate the content ("Technical" and "Financial").

Any other method of transmission of the tender (i.e. e-mail, etc.) is not permitted and will automatically render the tender null and void even if the tender has also been sent by the required method specified above.

3. Tenders must be:
  - signed by a duly authorised representative of the tenderer;
  - perfectly legible so that there can be no doubt as to words and figures;
  - drawn up using the model reply forms in the tender specification.
4. The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is 12 months from the final date for submission.
5. Submission of a tender implies acceptance of all the terms and conditions set out in this invitation to tender, in the tender specification and in the draft contract and, where appropriate, waiver of the tenderer's own general or specific terms and conditions. Submission of a tender is binding on the tenderer to whom the contract is awarded for the duration of the contract.



6. All costs incurred during the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.
7. Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:
  - Before the final date for submission of tenders:
    - \* At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.

Any requests for additional information must be made in writing only to [REDACTED] ([REDACTED]@ec.europa.eu). Requests for additional information received less than five working days before the final date for submission of tenders will not be processed.
    - \* The Commission may, on its own initiative, inform interested parties of any error, inaccuracy, omission or any other clerical error in the text of the call for tenders.
    - \* Any additional information including that referred to above will be posted on: [http://ec.europa.eu/trade/about/procurement/calls-for-tender/index\\_en.htm](http://ec.europa.eu/trade/about/procurement/calls-for-tender/index_en.htm)  
The website will be updated regularly and it is the tenderers' responsibility to check for updates and modifications during the tendering period.
  - After the opening of tenders
    - \* If clarification is required or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.
8. This invitation to tender is in no way binding on the Commission. The Commission's contractual obligation commences only upon signature of the contract with the successful tenderer.
9. Up to the point of signature, the contracting authority may either abandon the procurement or cancel the award procedure, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated and the candidates or tenderers notified.
10. Once the Commission has opened the tender, the document shall become the property of the Commission and it shall be treated confidentially.
11. You will be informed of the outcome of this procurement procedure.
12. If processing your reply to the invitation to tender involves the recording and processing of personal data (such as your name, address and CV), such data will be processed pursuant to Regulation (EC) No 45/2001 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Unless indicated otherwise, your replies to the questions and any personal data requested are required to evaluate your tender in accordance with

the specifications of the invitation to tender and will be processed solely for that purpose by Mr. [REDACTED] TRADE/E.1, USA and Canada, DG Trade. Details concerning the processing of your personal data are available on the privacy statement at: [http://ec.europa.eu/dataprotectionofficer/privacystatement\\_publicprocurement\\_en.pdf](http://ec.europa.eu/dataprotectionofficer/privacystatement_publicprocurement_en.pdf).

13. Your personal data may be registered in the Early Warning System (EWS) only or both in the EWS and Central Exclusion Database (CED) by the Accounting Officer of the Commission, should you be in one of the situations mentioned in:

- the Commission Decision 2008/969 of 16.12.2008 on the Early Warning System (for more information see the Privacy Statement on

[http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm) ),

or

- the Commission Regulation 2008/1302 of 17.12.2008 on the Central Exclusion Database (for more information see the Privacy Statement on

[http://ec.europa.eu/budget/explained/management/protecting/protect\\_en.cfm#BDCE](http://ec.europa.eu/budget/explained/management/protecting/protect_en.cfm#BDCE) )

Date and signature

Ignacio Garcia Bercero  
Director

## **TERMS OF REFERENCE**

**Related to a contract to provide a Trade Sustainability Impact Assessment (Trade SIA) in support of negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America**

**Reference of the contract notice: OJ 20xx/S xxx-xxxxxx of dd/mm/yyyy ) [Unit A1 will give you this reference once the CN is published. For now, to be left blank]**

**(If applicable) Reference prior information notice: OJ 200x/S xxx-xxxxxx of dd/mm/yyyy**

### **1. BACKGROUND INFORMATION OR MISSION STATEMENT OF THE DIRECTORATE GENERAL FOR TRADE (DG TRADE):**

On behalf of the European Commission, DG Trade is in charge of conducting the Union's commercial policy in accordance with the objectives set out in Articles 206 and 207 of the Treaty on the Functioning of the EU.

DG Trade helps through the EU's trade policy to secure prosperity, solidarity and security in Europe and around the globe. We support the EU's Trade Commissioner and the whole of the European Commission in shaping a trade environment that is good for people and for business.

We are committed to helping world trade and development, thereby boosting competitiveness, jobs and growth in the process.

We have a full agenda: negotiating bilateral and multilateral trade agreements, ensuring that the rules we agree are actually applied, and working closely with the WTO and other multilateral institutions. This allows us to tackle international trade and customs barriers, backed up where needed with EU legislation. Our aim is to meet the challenges posed by globalisation and to ensure that as many people as possible can seize the opportunities it offers.

We cover all areas of activity from manufactured goods to services, intellectual property and investment. We ensure that our businesses can operate fairly in the EU and across the world and are ready to make full use of our powers to tackle unfair competition and dumping. We work closely with many other services of the Commission - both those shaping our external agenda and those making sure our internal market works - in order to deliver joined up, coherent policies that strengthen Europe's voice in the world and allow people to learn from our experience of integration.

Our success in Europe is inextricably bound up with the success of our trading partners, both in the developed and developing world. For this reason, sustainable development and development policy in general are central to our overall approach. And as the EU's negotiator in most areas our success is equally dependent on our close working relationship with the other European Institutions and with the Member States.

## **2. CONTEXT OF THE PROJECT**

The United States is the second biggest trading partner of the EU. It is the second biggest economy in the world, after the European Union with a GDP of approximately €12 trillion. The EU is a major trading partner of the United States. In view of the economic crisis that both partners face, this trade and investment agreement aims at providing a boost to the respective economies, to create jobs and growth on both sides of the Atlantic. In order to assess the possible impact on sustainable development of the Transatlantic Trade and Investment Partnership (TTIP), the European Commission has decided to carry out a Trade Sustainability Impact Assessment for future TTIP negotiations between the EU and the US.

### **2.1. EU's trade and economic relationship with the US**

#### **Bilateral trade**

Trade in goods between the EU and the US amounted to €455 Bn in 2011 which covers 13% of the total EU trade in 2011. In the period 2006 to 2011, the EU has run a trade surplus with the US: € 96 Bn in 2006, €82 Bn in 2007, €65 Bn in 2008, €48 Bn in 2009, € 69 Bn in 2010 and € 73 Bn in 2011.<sup>1</sup>

The United States are the major exporting partner for the EU. In fact, goods worth €264 Bn were shipped to the US in 2011, which accounted for 17% of all EU exports. The EU is the second biggest export market for the US, behind their NAFTA partner Canada. The US exports about 19% of their exported goods to the EU, which amounts to goods worth € 203 Bn. The EU is the United States' second most important importing partner, only preceded by China. Imports from the EU make up 17% (goods worth €284 Bn) of all the goods received. The picture in the EU is similar, the US is the third important importing partner behind China and Russia, accounting for 11% of total imports (goods worth € 191 Bn).

Main EU exports to the US in 2011 were machinery and transport equipment (40%), chemicals and related products (24%), miscellaneous manufactured articles (11%) and manufactured goods classified chiefly by material (10%). Main EU imports from the US in 2011 were machinery and transport equipment (37%), chemicals and related products (21%), miscellaneous manufactured articles (12%) and mineral fuels, lubricants and related materials (9%).

#### *Existing cooperation*

Both the EU and the US are WTO members and cooperate closely in the various areas of trade policy. In 2007, the EU and the US set up the Transatlantic Economic Council (TEC). This forum is used to discuss economic and trade issues in a coordinated manner.

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<sup>1</sup> Eurostat, 2012

Three advisory groups guide the work in the TEC: the Transatlantic Legislators' Dialogue, the Transatlantic Consumers' Dialogue and the Transatlantic Business Dialogue. Moreover, the TEC gives room for civil society to be informed about the discussions and to contribute to them. There numerous other fora where the EU and the US cooperate bilaterally and multilaterally.

### *TTIP prospects*

During their 28 November 2011 Summit meeting, President José Manuel Barroso, President Herman Van Rompuy and President Barack Obama established the High Level Working Group (HLWG). They tasked it with identifying policies and measures to increase trade and investment to support mutually beneficial job creation, economic growth, and competitiveness.

From its inception, the HLWG has proceeded at good speed based on close cooperation between the European Commission and the US authorities, led by DG TRADE and the USTR respectively. A joint work programme was established, deadlines were agreed, and a series of thematic subgroups went into details in all areas covered.<sup>2</sup> The HLWG has been intended to give both sides reassurance that trade negotiations, if launched, would produce results that are likely to fall within a mutually acceptable range of outcomes.

By June 2012, the HLWG had made significant progress in analysing jointly a wide range of potential options for expanding transatlantic trade and investment. In its interim report, the chairs of the HLWG, Commissioner Karel De Gucht and USTR Ron Kirk, reached the conclusion that a comprehensive agreement addressing a broad range of bilateral trade and investment policies as well as issues of common concern with respect to third countries could potentially provide significant benefits to both economies. This report was considered a preliminary result and in certain areas further substantive analysis was required before a definitive recommendation could be made.

The HLWG continued its intensive work in the second semester 2012 with the aim of specifying the extent to which the parties agree on the scope of a potential trade initiative and the degree of shared ambition regarding their respective priorities. A final report has been published on 13 February 2013. It concluded that a comprehensive agreement, which addresses a broad range of bilateral trade and investment issues, including regulatory issues, and contributes to the development of global rules, would provide the most significant mutual benefit of the various options considered. It recommended to U.S. and EU Leaders that the United States and the European Union launch, in accordance with their respective domestic procedures, negotiations on a comprehensive, ambitious agreement that addresses a broad range of bilateral trade and investment issues, including regulatory issues, and contributes to the development of global rules. The Recommendations of the HLWG were publically endorsed by the leaders of the EU and the US (Presidents Barroso, van Rompuy and Obama).

In its October 2012 resolution on trade and economic relations with the United States, the European Parliament called for the launch of negotiations of a comprehensive EU-US

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<sup>2</sup> Among the areas that were discussed at both expert and political level were: tariffs, regulatory issues (including technical barriers to trade and sanitary and phytosanitary rules), services, investment, public procurement, intellectual property rights (including geographical indications) and trade rules which cover, inter alia, trade facilitation/customs, trade-related aspects of competition and state-owned enterprises, trade-related aspects of labour and environment, horizontal provisions on small- and medium-sized enterprises, and access to raw materials and energy.

trade agreement.<sup>3</sup> In May 2013, the European Parliament reiterated its broad support in a second resolution.

The Commission Impact Assessment has demonstrated that a comprehensive trade and investment agreement between the EU and the US would lead to great economic benefits for both parties. On the basis of these positive results, the European Commission drafted a Negotiating Directive to be discussed in Council. The Council approved the Negotiating Directive on 14 June. Negotiations between the two parties are therefore commencing. The TTIP will be a comprehensive agreement on trade and economic relations covering a full range of market access and regulatory areas of mutual interest, such as tariffs, services, trade facilitation, technical barriers to trade, sanitary and phytosanitary measures, investment protection, public procurement, trade and sustainable development issues and competition policy. The agreement with the US will, wherever possible, build upon the existing cooperation between the two parties.

Further information and detailed data can be found on the following links:

<http://ec.europa.eu/trade/statistics>

<http://ec.europa.eu/trade/creating-opportunities/bilateral-relations/countries/united-states/>

## 2.2 Trade Sustainability Impact Assessment

The EU is committed to conducting Trade Sustainability Impact Assessments (Trade SIAs) as part of its trade policy-making process. Since 1999, the EU has conducted a Trade SIA for all its major trade negotiations.

Trade SIAs assess the potential economic, social and environmental impacts of proposed trade liberalisation on the EU and other relevant countries in order to help optimise the decisions and choices made about policy.

Trade SIAs are based upon causal chain analysis that identifies the significant cause-effect links between a proposed change in trade policy and its economic, social, and environmental impacts. To the extent possible, the analysis should: combine both quantitative and qualitative approaches; use sustainability indicators; and be based on the principle of proportionate analysis.

The analysis should focus on the core indicators identified in the Handbook for Trade SIA<sup>4</sup>; additionally (where data are available), indicators used in the assessment should cover aspects of quality in work<sup>5</sup>, decent work,<sup>6</sup> and respect of fundamental rights<sup>7</sup> as

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<sup>3</sup> The European Parliament resolution received a majority of 526 for, 94 against and 7 abstentions: <http://www.europarl.europa.eu/sides/getDoc.do?type=TA&language=EN&reference=P7-TA-2012-388>.

<sup>4</sup> See the *Handbook for Trade Sustainability Impact Assessment*, especially §3.4.2 and §5.5

<sup>5</sup> For an explanation of the concept and underlying indicators, see Commission Communication of 20/06/2001 *Employment and social policies: a framework for investing in quality* (COM (2001) 313 final)

<sup>6</sup> For an explanation of the concept, see [http://www.ilo.org/global/About\\_the\\_ILO/Mainpillars/WhatisDecentWork/lang--en/index.htm](http://www.ilo.org/global/About_the_ILO/Mainpillars/WhatisDecentWork/lang--en/index.htm)

well as environmental aspects. The study should serve as a contribution to the Commission's dialogue with stakeholders<sup>8</sup> and trading partners.

Trade SIAs cover two complementary components of equal importance:

- (i) Economic, environmental and social assessments as such, using analytical tools, modelling techniques and rational causal chain analysis. This component should be undertaken in a clear, scientific and objective manner;
- (ii) A representative consultation process involving trading partners and stakeholders that provides genuine consultation and opportunities for information gathering and dissemination of results.

The economic analysis should be based on the economic modelling and analysis already available, in particular the 2013 CEPR study<sup>9</sup>. The Contractor shall therefore make full use of the existing economic analysis. The Commission will put at the disposal of the consultants the material as listed below:

- Full set of results for the different policy scenarios that were considered in the CGE simulations on which the Impact Assessment analysis was grounded, including all the sensitivity analyses that were carried out.
- All available information about the modelling technique, the elaboration on the simulations scenarios and the baseline considered.
- All necessary information related to the underlying datasets that were used.

The Contractor shall not re-do the economic analysis. The main purpose of the Trade SIA will be to complement the existing economic analysis with an enhanced focus on individual sectors and the likely social, environmental and human right impacts as well as to provide for an in-depth and representative stakeholder consultation.

For each completed Trade SIA, the European Commission prepares a position paper based on the findings of the Trade SIA final report. The position paper identifies points of agreement and responds to disagreements. It considers what further analysis should be undertaken and which policy measures should be implemented. The position paper is discussed with Member States at the relevant trade policy committee.

General information and reports on the Trade SIAs either completed or in progress is available on DG Trade's website:

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<sup>7</sup> As defined in the Charter of Fundamental Rights of the European Union and by the UN at <http://www2.ohchr.org/english/law/>.

<sup>8</sup> Taking into account the provisions of §3.3 and §5.4 of the *Handbook for Trade Sustainability Impact Assessment*.

<sup>9</sup> "Reducing Transatlantic Barriers to Trade and Investment: An Economic Assessment", CEPR (2012), available at: [http://europa.eu/rapid/press-release\\_MEMO-13-211\\_en.htm](http://europa.eu/rapid/press-release_MEMO-13-211_en.htm).

### **3. OBJECTIVES OF THE PROJECT**

The Trade SIA in support of negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America should be carried out during the trade negotiations. It should be completed before, or in any case not later than the end of the negotiations so that its results can inform the negotiations and decision-making process. In this light, the Trade SIA should be completed within one year.

The Trade SIA should assess how the trade and trade-related provisions under negotiation could affect economic, social, and environmental issues in the EU and in the US as well as in other relevant countries, in particular developing countries, but also Turkey that is in a customs union with the EU.

Furthermore, it should make recommendations to maximise the benefits of the agreement and prevent or minimise potential negative impacts.

This assessment is necessary to enable the EU to pursue an approach which brings the greatest overall welfare gains, thereby helping the EU to meet its objective of creating economic growth, enhancing social inclusion and promoting sustainable development. Assessing the economic, social and environmental impacts of the increase in trade activity in goods and services triggered by the reciprocal reduction of border and over-the-border barriers (including access to public procurement markets) across the Transatlantic market, including anticipating transitional economic and social changes within the EU28, in the US and other relevant countries, is also necessary in order to set up the right accompanying policies at regional, territorial, national and EU level, so as to maintain and improve global competitiveness of industry and services and ensure support for the necessary labour market and social adjustment, while ensuring economic development in a sustainable manner and ensuring that gains are also shared with economies in the rest of the world.

### **4. SERVICES TO BE RENDERED**

#### **4.1 Overall analysis of the sustainability impacts arising from the negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America**

The purpose of the Trade SIA in support of negotiations of a comprehensive trade and investment agreement between the European Union and the United States of America is to provide for a deep assessment of economic, social and environmental effects with regard to the envisaged agreement. This analysis should cover impacts in the EU, the US and third countries, in particular developing countries. In its effort, the Contractor should look into existing economic modelling and analysis already available, in particular the



2013 CEPR study, to arrive at an assessment of the potential effects of the agreement. Where applicable, the Contractor should include a review of possible differences to results in comparable studies.

Wherever appropriate, the quantitative and qualitative impact analysis should be supported with statistical data, and corresponding data sources should be quoted.

#### *(1) Approach and economic analysis*

The Trade SIA will report a baseline scenario outlining what are the likely economic, social and environmental effects in the absence of the agreement. This is meant to quantify the main parameters of the "status quo" situation, against which the potential liberalization outcomes should be assessed.

Such a baseline will take into account existing commitments by the EU and the US, (as well as the extent to which these commitments have been implemented) as well as the agreements with Singapore and Canada. The baseline scenario should also take into account any existing unilateral preferences that the EU may grant, as well as the specific analysis of issues where we expect commitments to be negotiated. The scenarios analysed in the SIA should focus on the areas foreseen to be negotiated in the agreement. The baseline should be compatible with the baseline results of the model output used for the impact assessment.

The Contractor should not re-do the economic analysis that was done for the Impact Assessment and the Trade SIA should build on the existing assessment of the wider economic impact with quantification of possible effects on trade, output, welfare, including wages and employment from the agreement. The main purpose of the Trade SIA will be to complement it with an enhanced focus on the likely social, environmental and human right impacts. As in the Impact Assessment any new results should be presented as net changes compared to the baseline.

The Contractor will ensure that the main findings of the Trade SIA are based on robust economic analysis and informative regarding the magnitude of its economic, social and environmental and human rights impacts. Additional methodologies can be proposed by the Contractors and discussed with the Commission. The approach should be justified and the Contractor can include a summary of pros and cons of alternative approaches. Also, ways to assess the robustness of results should be envisaged.

#### *(2) Social analysis*

As part of the overall assessment of social impacts, the Contractor should specifically take into account the interaction between the potential trade agreement and the effective implementation of ILO Core Labour Standards (CLS) and the promotion of the ILO Decent Work Agenda in the trade partners under consideration. The Contractor should analyse what the employment and decent work impacts of further liberalisation of trade in goods and services and of investment might be, and how these impacts might be measured or quantified (including reference to decent work indicators, ILO sources and information on labour standards).

Furthermore, the analysis should cover the positive and negative impact on employment in the specific sectors mentioned below, including through potentially necessary restructuring in certain sectors.

The findings in respect of labour standards and decent work should be summarised separately in a specific chapter in the report, and in the executive summary.

In addition, the Contractor should take into account the potential impact of the proposed agreement on human rights issues, as set out in the *Charter of Fundamental Rights of the European Union* and in the UN Conventions<sup>10</sup>. The consultant should in particular: identify the specific human rights to be affected by particular measures included in the proposed agreement; analyse the extent to which the particular measures may enhance or impair the enjoyment of the relevant rights, and/or may strengthen or weaken the ability of the partner countries to fulfil or progressively realize their human rights obligations<sup>11</sup>; The analysis of potential impacts on fundamental rights will normally be included as part of the overall assessment of social impacts. However, if the findings are considered significant, they should be summarised separately in a specific chapter in the report, and in the executive summary.

### 3) *Environmental analysis*

The Contractor shall carry out a detailed analysis of different types of external environmental impacts of the future agreement using also the existing analysis. This will include impacts on climate change of the future agreements, including the impact of trade liberalisation of environmental goods and services on the most important types of greenhouse gas (GHG) emissions in the EU, in the US and in the rest of the world using, among others, the simulations of the model used for the Impact Assessment.

For this purpose, the Contractor should, if possible, decompose the GHG effect into scale effects (as a result of increased output), composition effects (as a result of shifts in the relative weight of sectors) and possibly technique effects (as a result of productivity increases that can be attributed to the agreement). The analysis should cover at least the emissions of the most energy-intensive sectors and of primary energy producing sectors. The resulting domestic environmental impacts and global climate change impacts should be expressed in units of welfare (if feasible) as well as in million tons of CO<sub>2</sub> (GHG equivalent) emissions.

The Contractor should take into account the interaction between the potential trade agreement and relevant multilateral environmental agreements (MEAs), as well as assess

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<sup>10</sup> Viz: *International Convention on the Elimination of All Forms of Racial Discrimination* (ICERD); *International Covenant on Economic, Social, and Cultural Rights* (ICESCR); *International Covenant on Civil and Political Rights* (ICCPR); *Convention on the Elimination of All Forms of Discrimination against Women* (CEDAW); *Convention against Torture and Other Cruel, Inhuman or Degrading Treatment or Punishment* (CAT); *Convention on the Rights of the Child* (CAT); *International Convention on the Rights of Persons with Disabilities* (ICRPD); and *International Convention for the Protection of All Persons from Enforced Disappearance* (ICPED).

<sup>11</sup> The Consultant may refer in particular to *Human Rights Indicators: A Guide to Measurement and Implementation* (OCHCR, 2012), as well as to the Commission staff working paper *Operational Guidance on Fundamental Rights in Commission Impact Assessments*.

its impact on the environmental areas covered by the core MEAs and on trade in legally obtained natural resources such as timber, wildlife and fisheries and their sustainable management. The Contractor will also assess the impact on emission of other air pollutants, water pollutants, including in the agricultural context, on waste management and nature protection. Concrete indicators for assessing these impacts should be suggested and explained in their value for the overall environmental analysis. The final approach to be followed is to be defined by the Contractor in cooperation with the Commission.

The report should also identify how the agreement could contribute to greening economy and resource efficiency objectives.

#### **4.2. Sectoral Trade SIA for the comprehensive trade and investment agreement between the European Union and the United States of America: detailed analysis of specific sectors**

Based on the overall assessment mentioned in point 4.1, the Contractor will carry out a detailed Trade SIA analysis on a list of sectors to be finalized in coordination with the Commission at the latest at the submission of the draft interim report. This list should at least contain all the sectors specified in the Impact Assessment.

##### *(1) General Approach*

The sectoral work will include quantitative analysis informed by previous modelling as well as qualitative assessments of the impacts of potential outcomes in the sectors concerned.

The sectoral analysis will include an assessment of the economic, environmental and social impact of the possible results of negotiations as well as cross-sectoral effects according to the liberalisation scenario mentioned above. Regarding the social effects, attention will be paid to employment, wage, decent work and effects consumer of trade liberalisation. The environmental impact and in particular the impact of an increase of transportation services should be examined. As indicated above, key impacts on third countries - where relevant - should also be considered. This analysis should also identify specific sectors, products, vulnerable social groups and geographical areas that are most likely to be affected, either positively or negatively, by the outcome of the negotiations.

Given the stated aim to negotiate on regulatory coherence, particular attention should be given to non-tariff measures and behind the border measures affecting trade and investment, as well as the impact of a trade agreement on SMEs. Furthermore, SMEs are often disproportionately affected by non-trade barriers. In addition, it is therefore necessary to identify in which sectors SMEs would gain competitive advantages as a result of the future agreement.

##### *2) Preliminary sector selection*

The SIA should provide a broad quantitative and qualitative analysis of all sectors discussed in the Impact Assessment. This analysis should include the factors mentioned above, with regard to the possible economic, environmental and social impacts of the TTIP on the respective sectors.

The SIA should provide an in-depth analysis of those sectors that were identified in the previously published Impact Assessment. Considering the results of the IA, seven to eight sectors should be examined in greater detail. Three of these sectors should represent the

sectors discussed in the IA, namely the motor vehicle sector (including parts and components), insurance industry and electrical and electronic equipment sector. The other four to five sectors will be discussed and determined in the kick-off meeting between the European Commission and the Contractor.

The analysis of the seven to eight sectors should thoroughly look at the current state of the sector, its challenges and identify the potential for future development and the likely impact of the agreement. The analysis will quantitatively and qualitatively assess the economic, social and environmental impact of the TTIP on these selected sectors on the basis of the existing economic modelling, but go beyond in terms of depth of the qualitative analysis. The Contractor may wish to limit the sub-sectoral analysis of these sectors, providing a justification for why these do not sufficiently important in the EU-US context. The remaining sectors that have been identified in the IA should be equally discussed, but the focus should lay on the above mentioned four to five sectors.

Rather than only looking at the sector itself, the Contractor should also look at sectoral linkages between sectors that could be affected by the trade liberalisation. Especially in the service sector, these linkages should be taken into account.

#### **4.3 Proposals for policy recommendations and accompanying measures**

The Contractor should present proposals for policy recommendations covering enhancement and prevention/mitigation measures: *ie*, measures needed to reinforce any significant positive sustainability impacts, and to prevent or at least mitigate any negative sustainability impacts.

Recommendations should be presented both: in terms of the EU's negotiating positions (*i.e.*, directly related to provisions to be included in the agreement, *e.g.*, in relation to trade policy vis-à-vis economically, socially, environmentally sensitive sectors and relevant human rights issues, if applicable); and in terms of non-trade-related (accompanying) measures. They may suggest priorities to be given to any specific sectors and specific actions on horizontal issues. The Contractor shall consult the Steering Committee on draft recommendations prior to their finalisation.

#### **4.4 Consultation process**

The Contractor is requested to complement its quantitative and qualitative analysis with representative inputs from stakeholders. The objective of the consultation process is not only to ensure a greater understanding and awareness among stakeholders of the Trade SIA methodology but also to increase transparency and accountability. The contractor therefore has to make a major effort to engage fully in a credible public consultation exercise.

The representative consultation is a central part of the work of a Trade SIA, and should start at an early stage of the process.

The objectives of the public consultation process are:

- to actively engage with key EU stakeholders in business, national administrations and within civil society, including social partners. Stakeholders' input and

consultation – which should include all relevant players (taking into account the specific topics covered by this Trade SIA – are important for ensuring the quality, credibility and legitimacy of the Trade SIA process. The Contractor will be asked to ensure timely and targeted consultation activities, which ensure a representative overview of affected stakeholders;

- to contribute to the identification of the sectors which the SIA should analyse in more details;
- to provide sector specific results for the sectors mentioned above
- to contribute to the identification of priority areas and key issues in the trade negotiation by providing the opportunity for input from representatives of national, regional, local authorities, civil society organisations, including social partners, individual citizens, academics and technical experts;

The SIA Contractors should consult early and systematically with DG Trade, on their stakeholder consultation plan. The consultation plan should include:

- An outline of the proposed stakeholder consultation process, including identification of key stakeholders (both national and sectoral bodies).
- A list of activities and representative stakeholders and a justification as to why this list can be considered representative;
- A discussion of the nature of civil society in the trade partners, including relations between the social partners;
- An identification of any risks to the stakeholder engagement plan (e.g. non-attendance by major stakeholders or constraints on freedom of association) and how these risks will be mitigated.

In particular, the activities required as part of the consultation process are:

#### **4.4.1 Interviews, meetings, and questionnaires with relevant stakeholders in relevant administrations, business and civil society**

The Contractor will consult – by means of interviews, meetings, or questionnaires – a large representative group of stakeholders from public sector, private sector and civil society.

The Contractor will ensure adequate, comprehensive and balanced coverage of all interested parties in their consultation process, and that contributions received are integrated in the report.

The Contractor is encouraged to pro-actively approach stakeholders in one-on-one meetings, particularly at an inter-professional level. These meetings should encourage detailed discussions on the TTIP, especially with social and environmental interest groups. The Contractor should also identify existing platforms for dialogue that they could use to improve communication with stakeholders.

The Contractor will produce at least one questionnaire to be used with all relevant stakeholders. It should be ensured that all relevant stakeholders are aware of the questionnaire and can participate.

The Contractors should consult with the Commission, the European Economic and Social Committee and, via the Commission, the Social Dialogue Committees to determine whether there are existing conferences or meetings that they could attend. The Contractor should provide the Commission succinctly with a detailed report on their participation.

In order to complete the analysis on SMEs, the Contractor should use an SME panel questionnaire. In this case, a questionnaire (designed by the contractor in line with the requirements for such questionnaires) must be first approved by DG TRADE and then channelled by DG ENTR to the SME panel.

#### **4.4.2 Development by the Contractor of a dedicated website for the Trade SIA**

The dedicated Trade SIA website will provide an essential channel for publicising the Trade SIA, for communicating information about it, and for disseminating its results. It should be designed to facilitate consultation of stakeholders, and should include a specific feedback mechanism. It will enable interested parties to provide input and set up a discussion forum to further stimulate the involvement of civil society on the basis of issue papers and reports made available online.

The Trade SIA dedicated website should be created no later than the date of the inception report, and will remain active two years after the date of approval of the final report.

#### **4.4.3 Electronic documentation**

All reports, public meeting reports and outputs approved by the Commission including the regular updates, the list of consultant networks and publication/documentation sources will be published on the Trade SIA website.

Furthermore, the Contractor will be asked to provide feedback for all stakeholders' contributions. The Contractor should analyse and publish the inputs received and, if relevant, integrate them in the reports. An indication of the number of hits should be provided. A link to the web pages of the main stakeholders involved in the process should be included in the dedicated Trade SIA website.

#### **4.4.4 Meetings with the Commission**

The Contractor will be required throughout the process to attend meetings with Commission officials, including meetings with the SIA Steering Committee. These meetings will include: presentations and explanations by the Contractor of work completed up to the date of the meeting, including reports on progress and results of modelling; further information provided by the Commission on (*inter alia*) negotiating developments; and discussions on future work and on the specific sectors to be assessed. If accessible to the Contractor, the Contractor should also make available the databases, modelling tools and other quantitative elements which form the basis of the analysis, in order to enable verification of results by the Commission. The Contractor will be asked to draft detailed minutes of each of these meetings.

Four meetings should be foreseen in the context of the Trade SIA contract including a kick-off meeting to be organised between Commission representatives and the Contractor immediately after signing the contract.

#### **4.4.5 Public meetings**

The Contractor will be required to participate in public meetings organised by the Commission involving representatives of the Member States, the European Parliament and civil society. The Contractor will present and explain work completed and enable interested stakeholders to provide direct input. The Contractor will be asked to draft a complete record of each of these meetings.

Two public meetings in Brussels should be foreseen in the context of the Trade SIA contract:

- A first meeting after the submission of the draft inception report and
- A second meeting after the submission of the draft final report, including the comments from the Commission.

Executive summaries of the reports are expected to be sent to external stakeholders at least one week before the public meetings.

## **5. ORGANISATION OF WORK**

### **5.1 Team Management**

The length and scope of the Trade SIA in general require a strong management structure, which includes an excellent overall project co-ordinator.

The management structure will therefore need to be designed carefully to be able to oversee the whole project, to co-ordinate the relationship between the Contractor and the European Commission, and to ensure that the timetable and milestones of the project are met. Tenderers must clearly and in detail describe the proposed management structure in the tender.

### **5.2 Expertise of the team**

The Contractor must clearly outline in the tender the description of the proposed management structure for the study, and the description of the proposed team of experts, fulfilling criteria specified under point 14 *Selection Criteria*.

### **5.3 Steering Committee**

The Commission will appoint a steering committee that will deal with the project already prior to the launch of this Trade SIA, to ensure a smooth implementation of the study activities. In order to discuss the general approach, planning, and the content of the draft inception, interim and final report, it will be composed of officials of DG Trade and of other Directorates General and Services of the European Commission.

Four meetings of the steering committee (to be held in Brussels) are envisaged. The first meeting (the "kick-off" meeting) should take place immediately after signature of the Trade SIA contract. The other three meetings will provide an opportunity for the Contractor to present each of the reports to the steering committee. The Commission shall provide the premises.

Other meetings may be organised through teleconferences as appropriate, or on an ad-hoc basis (see point 4.4.4).

The Steering Committee is expected as a minimum to contribute to the following:

- facilitating the Contractor's access to the information required to perform the work;
- providing the Contractor with the details of the economic study carried out in the Commission Impact Assessment and explaining/clarifying whenever necessary;
- supporting and monitoring the Contractor's work (including participation in the kick-off meeting, and participation in meetings where the Contractor presents the inception, interim technical, and final reports);
- reviewing and commenting upon the content, quality, accuracy, and reliability of the reports delivered by the Contractor;
- reviewing the recommendations made in the Trade SIA, and assisting with preparation of the Commission's response (*i.e.* the position paper – see §2.2).

## **6. DELIVERABLES AND CONTENT**

The Contractor must produce three self-standing reports as described below; and each must include all explanations, analytic concepts, assumptions, and contextual information necessary for a full understanding of the work performed, the evidence gathered, the judgements reached and the recommendations made.

### **Inception Report**

The inception report should describe how the work will be carried out by including at least the following:

- An overview of the Contractor's proposed approach to the study, including a presentation of the conceptual framework of the sustainability assessment analysis.
- A description of preliminary methodological developments.
- An account of initial contacts made with the Steering Committee, and of the directions and advice received, particularly in respect of consultation with stakeholders.
- A list of the relevant and representative stakeholders for this study.



- A consultation plan that meets the specification in §4.4, including an explanation of how it will be implemented, and of how the active engagement of stakeholders will be ensured.
- A review of the literature, list of tools and references to be used.
- A preliminary screening exercise for the key sustainability issues (including human rights) associated with the trade agreement, based on quantitative and qualitative analysis.
- A preliminary overview of the overall and sectoral analysis, and identification and definition of indicators relevant for this report, justifying the choice and how the information is to be collected.
- Outlines of the expected content for both the interim technical and final reports.

The draft inception report must be presented to the Steering Committee and to civil society representatives in Brussels, and relevant comments should be taken into account.

The final inception report should not exceed 100 pages, including the executive summary.

### **Interim Technical Report**

The interim technical report should summarise the work undertaken up to the date of the report, and the main results obtained. In particular, it should describe:

- Implementation of the methodology: a summary of the process by which the Trade SIA has been implemented.
- Information on communication activities, including:
  - The development and implementation of the stakeholder consultation plan.
  - Consultations and dialogue with external experts from civil society, social partners and other targeted consultation: summary of comments and suggestions received (via e-mail, website comment function, ordinary mail, meetings etc.) and the uses made of these.
  - Development of the network of Trade SIA experts: contacts undertaken, information supplied and comments received.
  - Overview of the use made of the website for the Trade SIA.
- Progress briefing on the Trade SIA and work in progress, including preliminary outcomes on the overall and sectoral analysis.
- Roadmap for the work necessary to complete the final report

The draft interim technical report must be presented to the Steering Committee and should have no more than 200 pages (including the executive summary) plus annexes.

## Final Report

The final report must contain the following elements:

- Description of the methodology adopted for the Trade SIA
- The outcomes and results of the assessment
- Proposals of flanking measures and policy recommendations
- Details of communication activities including:
  - Outline of contacts with stakeholders (including social partners and other targeted consultation) in the EU;
  - Outline of contacts with stakeholders (including social partners and other targeted consultation) in the US (as well as in other countries if relevant);
  - Minutes of the public meetings with civil society held in Brussels outlining key stakeholder positions and points of views, the programmes and list of participants.
- Conclusions, including recommendations and flanking measures.
- References and key sources.

The final report should contain an abstract of no more than 200 words and, as separate document, an executive summary of no more than 6 pages, in both EN, FR and DE.

It must include specific identifiers which should be incorporated on the cover page provided by the European Commission.

A separate briefing document of no more than two pages should accompany the final report. This should summarise, in very succinct form:

- the objectives, scope and purpose of the Trade SIA;
- the main trade measures identified for impact analysis;
- the liberalisation scenarios considered;
- other key assumptions and hypotheses;
- the most significant economic, social, environmental and human rights impacts identified;
- the most important complementary policy measures recommended in order to minimise negative impacts and maximise positive impacts of the trade measures proposed;
- the sources of evidence, and the qualitative and quantitative evidence-gathering techniques used and reported;
- details of the representative consultation process undertaken for the Trade SIA;
- limitations in the design or the execution of the Trade SIA in meeting the project aims and objectives;

- suggestions (where relevant) of issues or aspects for further investigation, including *ex post* analysis of the impacts of any agreement reached at the conclusion of negotiations.

The draft final report must be presented to the Steering Committee and to civil society representatives in Brussels no later than one year after signature of the contract. Relevant comments should be taken into account while finalising the draft.

The final report should have no more than 200 pages, including an abstract of no more than 200 words and, as separate document, an executive summary of maximum 6 pages.

### **General rules regarding documents and reports**

- All reports must bear the following statement on the inside title page:
- *“This report was commissioned and financed by the European Commission. The information and views set out in this report are those of the author(s) and do not necessarily reflect the official opinion of the Commission. The Commission does not guarantee the accuracy of the data included in this study. Neither the Commission nor any person acting on the Commission’s behalf may be held responsible for the use which may be made of the information contained therein.”* As specified in section I.4 of the service contract (Annex 3), for each report, the Contractor must first send a draft to the Commission. The Commission will either inform the Contractor that it accepts the draft, or will send the Contractor its comments. The Contractor should then submit additional information or a finalised report to the Commission.
- Reports should be drafted in such a way as to be accessible and meaningful to trade and non-trade specialists alike, and should provide a concise and clear executive summary of the findings.
- All reports, recommendations and files prepared by the Contractor under the contract must be in English.
- Initial drafts should be transmitted as electronic documents only, in both PDF and Word-compatible<sup>12</sup> formats.
- Final (approved) versions of reports should be submitted in PDF and Word-compatible format, together with two hard copies and relevant invoices.
- Reports in English should be accompanied by the original statistical databases, model files, and other data inputs (where accessible) that formed the basis for the analysis carried out in the approved reports.

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<sup>12</sup> Note that Word-compatible documents should be saved as 1997-2003 version files.

## Quality assessment criteria of final report

The quality of the final report will be assessed using the quality assessment framework presented in Annex 4.

## 7. TIMING

Trade SIA findings must be available well in advance of the end of the underlying negotiation, and sufficiently early to be capable of informing decision-making relating the proposed agreement.

The duration of the tasks for this project should not exceed one year and the contract will be awarded for that length of time. The period of execution of the tasks may be extended, but only with the written agreement of the parties concerned before such period elapses. The expected timeline is as follows:

<b>Deliverables</b>	<b>Month</b>
1 Draft Inception Report + presentation to civil society in Brussels	3
1 Draft Interim Technical Report	7
1 Draft Final Report + presentation to civil society in Brussels	12

Tenderers must propose an indicative calendar for the work programme and reports included in the terms of reference. It is the Contractor's obligation to observe the implementation of the agreed timeframe, taking into account the time necessary for consultation with the Commission and with civil society.

The Steering Committee's meetings in presence of the Contractor are supposed to take place according to the following timelines:

- 2 weeks after the reception of the draft inception report
  - 3 weeks after the reception of the draft interim technical report
- 3 weeks after the reception of the draft final report.

## 8. BUDGET

The budget of the contract, including all costs is estimated not to exceed Euro 200,000 for its total duration.

The tenderer should however be aware that the contract award criteria are based on the most economically advantageous tender.

The price offer of the tender must be complete. The tenderer must not include in the price offer expenses for items that cannot be itemized and specified as requested (see Annex 2); otherwise, his tender will be rejected.

The Commission shall not reimburse travel or subsistence expenses, nor any other costs such as translation costs, database management or administrative costs necessary to carry out the tasks of the contract (offices, secretarial assistance, communications, printing costs of documents, dispatch costs, etc.). Therefore, the tenderer is requested to take into account all these costs when preparing the offer.

## **9. PAYMENT**

Payment shall be made in Euro (€) .

### Remuneration:

Payment shall be made in three instalments on submission to the Commission by the Contractor of duly established invoices.

- First payment: payment of 10% of the contract amount upon acceptance by the Commission of the Inception Report.
- Interim payment: payment of 40% of the contract amount upon acceptance by the Commission of the Interim Technical Report.
- Payment of the outstanding balance of maximum 50% of the contract amount upon acceptance of the Final Report.

The contract shall be paid on a lump-sum basis.

It is specified that the Commission may in its absolute discretion withhold all or part of the final payment as long as any of the documents mentioned above in the section on reporting requirements are missing.

## **10. CONTRACTUAL CONDITIONS**

In drawing up his bid, the tenderer should bear in mind the provisions of the standard contract attached to this invitation to tender (see Annex 3). This contract will be proposed to the successful tenderer. By submitting an offer, the tenderer accepts the conditions of this contract.

The tenderer must not include in the offer conditions or clauses that are not specified in, or that modify, this Terms of Reference, on pain of his/her tender being rejected.

Initiation of a tendering procedure imposes no obligation on the Commission to award the contract. The Commission shall not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor shall it be so liable if it decides not to award the contract.

**11. THE TENDER MUST INCLUDE (SEE ANNEX 1 AND ANNEX 2 FOR THE STANDARD FORMS TO BE USED):**

- All the information and documents required by the authorising department for the appraisal of tenders on the basis of the exclusion, selection and award criteria set out at points 13, 14 and 15 (please see these points for more details);

A. Tender submission form and tenderer's declaration;	
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B. A duly completed legal entity form <sup>13</sup> ;	
Wherever the tenderer is a consortium of firms or groups of service providers the legal entity form should be provided for each member or group.	

C. A duly completed banking reference form <sup>14</sup> ;	
Wherever the tenderer is a consortium of firms or groups of service providers, the banking reference form must be provided for each firm or group	

D. A duly signed and dated solemn declaration certifying that the tenderer is not in any of the situations which would disqualify him from taking part in a contract awarded by the European Union (see Annex I to the Terms of Reference).	
Wherever the tenderer is a consortium of firms or groups of service providers, the above mentioned information must be provided for each firm or group.	

E. Proof of economic and financial capacity <sup>15</sup> (such as <u>financial statements, statements of overall turnover, statements from banks or the annual budget</u> in the case of semi-public or non-profit organisations).	
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<sup>13</sup> The tenderer is not required to submit a legal entity form if he has already submitted such a legal entity form in the context of a contract signed with the European Union since 01.01.2004 and if the information recorded on this form has remained unaltered since the date of such submission.

<sup>14</sup> The tenderer is not required to submit a banking reference form if he has already submitted such a banking reference form in the context of a contract signed with the European Union since 01.01.2004 and if the information recorded on this form has remained unaltered since the date of such submission.

<sup>15</sup> The Commission may waive this obligation if such evidence has already been submitted in another procurement procedure and it is still valid.

Wherever the tenderer is a consortium of firms or groups of service providers, the above mentioned information must be provided for each firm or group.	
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F. A statement of exclusivity and availability of each proposed expert.	
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G. The technical offer, including: (please adapt)	
<i>Example:</i>	
<ul style="list-style-type: none"> <li>• A description of the general approach to the objectives and scope and understanding of the tasks and services to be rendered.</li> </ul>	
<ul style="list-style-type: none"> <li>• A description of the proposed planning and organisation of the work, including tools for monitoring its progress.</li> </ul>	
<ul style="list-style-type: none"> <li>• A description of the proposed methodology and tools, and a description of the proposed sources of data and of the interaction with stakeholders in particular in the field of SPS.</li> </ul>	
<ul style="list-style-type: none"> <li>• A description of the proposed team, in particular the variety and the range of skills at its disposal.</li> </ul>	
<ul style="list-style-type: none"> <li>• A description of the relevant local contacts and networking in EU countries.</li> </ul>	
<ul style="list-style-type: none"> <li>• All other relevant information related to the technical offer.</li> </ul>	
H. Description of the tenderer's technical capacity to perform the tasks involved in this contract notice. (please adapt)	
<i>Example:</i>	
<ul style="list-style-type: none"> <li>• The details (CVs) of educational and professional qualifications of the proposed experts and of the persons providing the services.  For the proposed experts, this should clearly indicate their expertise and knowledge (see 14 b).</li> </ul>	
<ul style="list-style-type: none"> <li>• The tenderer shall indicate which person would be responsible for the contract and the sole point of contact for the European Commission throughout the performance of the study visits. The person responsible for the contract shall have proven experience in contract management, including in the.....</li> </ul>	
<ul style="list-style-type: none"> <li>• For the proposed person(s) who will accompany participants</li> </ul>	

<i>during study visits, clearly indicate their professional experience in contract management, including in .....</i>	
<ul style="list-style-type: none"> <li>• <i>A list of the principal related projects that were carried out under the applicant's direct responsibility during the past 3 years proving merit and experience in similar studies.</i></li> </ul>	

I. The price offer, using the quotation form in Annex II to the Term of Reference	
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Tenders can be submitted by groupings of service providers who will not be required to adopt a particular legal form prior to the contract being awarded, but may be required to do so after the award. However, a grouping of firms must nominate one party to be responsible for the receipt and processing of payments for members of the grouping, for managing the service administration, and for coordination. Each member of the grouping assumes a joint and several liability towards the Commission.

Wherever the tenderer is a consortium of firms or groups of service providers with a distinct legal personality, the tender should clarify the legal status of the consortium and specify the role, qualifications and experience of each member or group. The above mentioned legal entity form and tenderer's declaration should be provided for each member or group.

Candidates or tenderers and, if they are legal entities, persons who have powers of representation, decision-making or control over them, are informed that, should they be in one of the situations mentioned in:

- the Commission Decision of 16.12.2008 on the Early Warning System (EWS) for the use of authorising officers of the Commission and the executive agencies (OJ, L 344, 20.12.2008, p. 125), or
- the Commission Regulation of 17.12.2008 on the Central Exclusion Database – CED (OJ L 344, 20.12.2008, p. 12),

their personal details (name, given name if natural person, address, legal form and name and given name of the persons with powers of representation, decision-making or control, if legal person) may be registered in the EWS only or both in the EWS and CED, and communicated to the persons and entities listed in the above-mentioned Decision and Regulation, in relation to the award or the execution of a procurement contract.

Participation in tendering procedures is open on equal terms to all natural and legal persons from one of the EU Member States and to all natural and legal persons in a third country which has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Where the Plurilateral Agreement on Government Procurement (GPA) concluded within the WTO applies, the contracts are also open to nationals of the countries that have



ratified this Agreement, on the conditions it lays down. In that connection, it should be noted that the services under Annex IIB to Directive 2004/18/EC and the R&D services listed in category 8 of Annex IIA to that Directive are not caught by the Agreement.

The parties to the GPA can be consulted on the following web page:  
[http://www.wto.org/english/tratop\\_e/gproc\\_e/memobs\\_e.htm#parties](http://www.wto.org/english/tratop_e/gproc_e/memobs_e.htm#parties).

Operators in third countries which have signed a bilateral or multilateral agreement with the European Union in the field of public procurement must be allowed to take part in the tendering procedure on the conditions laid down in this agreement.

For the present call for tender, it will be decided on a case-by-case basis whether tenders submitted by operators established in third countries not covered by such agreements will be allowed to participate.

## **12. QUOTATION OF PRICES**

Prices must be quoted in EUR (€) using the conversion rates published in the C series of the 'Official Journal of the European Union' on the day when this invitation to tender was published.

Prices must be fixed amounts that are non-revisable. The offer shall also indicate the prices for unit of time (either in EUR per hour, day or month) that are fixed and non-revisable amounts.

Prices shall be quoted free of all duties, taxes and other charges, including VAT, as the European Union is exempt from such charges under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union annexed to the Treaty of the European Union and to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by immediate exemption. The successful tenderer shall be given the necessary instructions by the Commission.

## **13. EXCLUSION CRITERIA:**

Tenderers shall be excluded from participation in this procurement procedure if:

- a) they are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) they have been convicted of an offence concerning their professional conduct by a judgement which has the force of res judicata;
- c) they have been guilty of grave professional misconduct proven by any means which the contracting authority can justify;
- d) they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of

the country in which they are established or with those of the country of the contracting authority or those of the country where the contract is to be performed;

- e) they have been the subject of a judgement which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- f) they have been the subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply an information, or being declared to be in serious breach of his obligation under contract covered by the budget.

Contracts may not be awarded to tenderers who, during the procurement procedure:

- (a) are subject to a conflict of interest;
- (b) are guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the contract procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to at the beginning of point 11 (letters (a) to (f)).

Tenderers must provide a **declaration on honour** that they are not in one of the above-mentioned situations.

Only the tenderer to whom the contract is to be awarded shall be required to submit, before signing the Contract, evidence confirming his declaration on honour, by providing:

- for points (a), (b) or (c): a recent extract from the judicial record or, failing that, an equivalent document recently issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied.
- for point (d), a recent certificate issued by the competent authority of the State concerned.

Where no such documents or certificates are issued in the country concerned, they may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

Depending on the national legislation of the country in which the tenderer or candidate is established, the documents referred to in the above two paragraphs shall relate to legal persons and/or natural persons including, where considered necessary by the contracting authority, company directors or any person with powers of representation, decision-making or control in relation to the candidate or tenderer.

Wherever the tenderer is a consortium of firms or groups of service providers, the above-mentioned information must be provided for each member or group.

However, the Commission may waive the obligation for a candidate or tenderer to submit documentary evidence if such evidence has already been submitted for another procurement procedure and provided the documents were issued not more than one year earlier and are still valid. In such cases, the candidate or tenderer must declare on his honour that the documentary evidence has already been provided in a previous procurement procedure, provide reference to that procedure, and confirm that there has been no change in the situation. The above-mentioned information must be included in the tender specifications.

Please refer to the e-Certis website, which provides the possibility of determining the exact certificates and attestations required: <http://ec.europa.eu/markt/ecertis/login.do>

#### **14. SELECTION CRITERIA – MINIMUM QUALIFICATIONS REQUIRED**

##### **A. FINANCIAL AND ECONOMIC CAPACITY**

- *Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract (and possibly define a minimum annual turnover)*
- *Reliability of the mitigating measures presented to cover possible deficiencies in the evidence presented for the above criteria.*

Proof of economic and financial capacity may in particular be furnished by one or more of the following documents:

- a) appropriate statements from banks or where appropriate, evidence of relevant professional risk indemnity insurance;
- b) financial statements for at most the last three years for which account have been closed;
- c) a statement of overall turnover and turnover concerning the services covered by the contract during a period which may be no more than the last three financial years available.

The Commission may waive the obligation of a candidate or tenderer to submit the documentary evidence above if such evidence has already been submitted to it for the purposes of another procedure and it is still valid.

If, for some exceptional reasons which the Commission considers justified, the tenderer or candidate is unable to provide the references requested, he may prove his economic and financial capacity by any other means which the Commission considers appropriate.

If the economic and financial selection criteria are fulfilled by relying on a third party, the Commission may demand, if that tender wins the contract, that this party signs the contract (becomes a contractor) or, alternatively, provides a joint and several first-call guarantee. Imposing liability of the third party who provides financial capacity allows better protection of the Union's financial interests. It should be announced in the ToRs. If the third party chooses to sign the contract it should prove that it is not in an exclusion situation and that it has access to the market.

The Commission will conclude a contract following this tender with a single legal counterpart.

B. TECHNICAL AND PROFESSIONAL CAPACITY

The proposed team must comprise experts who have experience in:

- a) Economic and trade analysis, and trade modelling;
- b) Sector-specific expertise
- c) International trade negotiations, including in the relevant policy area (trade rules);
- d) Social sustainability issues – in particular, the technical capacity to carry out social impact assessments, including analysing a range of qualitative and quantitative issues on employment, decent work, gender and poverty, at the general and sector-specific level;
- e) Environmental sustainability issues – in particular, the technical capacity to assess the environmental impact of trade liberalisation;
- f) Human rights expertise;
- g) Economic, social, environmental and human rights conditions in the EU28, in the US and the countries concerned;
- h) Consultation and networking activities including civil society and target groups consultation - SMEs, business, environmental NGOs, human rights relevant groups and social partners representatives.

Expertise and knowledge must clearly be reflected in the proposed CVs. The area of expertise of each expert must be clearly indicated.

The team should include a Team Leader, senior experts, and junior experts.

The Team Leader should demonstrate relevant professional experience of at least 10 years. He/she should have a background in economics with detailed and proven knowledge of sustainable impact assessments.

The team should include senior and junior trade experts (lawyers, economists and modelling experts); senior level experts should demonstrate relevant professional experience of at least 8 years, and junior experts should demonstrate relevant professional experience of at least 2 years. The team should include senior and junior experts in social and environmental impact assessments, as well as in human rights issues and in stakeholders' consultations or relations with social partners and other civil society representatives with at least 8 and 2 years relevant experience respectively.

The team should include also several experts with prior and in-depth knowledge of the US economy (preferably including knowledge of labour market issues and experience with trade unions and other social partners).

Overall, the team should draw from a network of experts that have experience and capacity in three dimensions of sustainable development, as well as in human rights, so as not to rely essentially on secondary research.

In its offer, the tenderer must present a statement of exclusivity and availability for all of the proposed experts. Each expert should commit to being available for the duration of the project. In the event that an expert has to be replaced during the course of the Trade SIA, with the written approval of the Commission, the Contractor must demonstrate that the new expert holds the same level of expertise as the person being replaced, in accordance with the required qualifications stated above.

The offer should also include a list of the principal related projects that were carried out under the applicant's direct responsibility during the past 3 years proving merit and experience in impact assessment.

The following information, concerning the service provider's own position and the information and formalities necessary for an appraisal of the minimum economic, financial, professional and technical standards required, should be supplied serving to proof the compliance with the criteria in relation to **technical and professional capacity**:

- a) *Details of educational and professional qualifications of the service provider and/or those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the service (detailed CV's to be included clearly indicating expertise in the items described above;*
- b) *A list of the principal services provided in the past three years, with the sums, dates and recipients, public or private, and in particular of similar projects that were carried out under the applicant's direct responsibility.*

Where the tenderer wishes to sub-contract or otherwise rely on the capacities of other entities, it must in that case prove that it will have at its disposal the resources necessary for performance of the contract, for example by producing an undertaking on the part of those entities to place those resources at its disposal.

Where the successful tenderer is an individual, a partnership of individuals, or a sole trader, it will be expected to demonstrate that continuity of service can be guaranteed. The Commission will consider, inter alia, the risk to successful project completion that would be occasioned by the death or resignation of one or more of the individuals involved.

*Only those proposals which meet all the Selection Criteria will be carried forward for assessment under the Award Criteria.*

## **15. AWARD CRITERIA FOR THE CHOICE OF THE CONTRACTOR**

The contract will be awarded to the “most economically advantageous tender”.

Criteria to be applied are:

- price (price of the tender measured as a ratio compared to the lowest tender<sup>16</sup>), (30%) and
- quality in terms of technical quality of the offer (70%) assessed on the basis of the following sub-criteria:

No	Qualitative award criteria	Weighting (maximum points)
1.	<b>Coherence of the proposed team</b> , in particular the variety and the range of skills at its disposal, and the total amount of time that will be put into the project by the team while differentiating between amounts of time allocated to the Team Leader, senior and junior experts.	30
2.	<b>Quality of work plan / methodology</b>  a) <b>quality of work plan</b> , including subsequent steps, timetable and outputs, so as to deliver in time credible, coherent and reliable data and comprehensive information;  b) <b>methodology</b> , understanding of objectives and tasks, in particular quality of the quantitative and qualitative research method proposed for the economic, social and environmental analysis.	50
3.	Reliability and appropriateness of proposed <b>local contacts</b> , both in the EU28 and notably in the US. The offer should clearly explain how the local partner in US has been selected, and should outline the role of the local partners in respect of: labour market and decent work analysis; development and subsequent implementation of the stakeholder consultation plan; and review of the proposed flanking measures.	15
4.	Quality of arrangements put in place for <b>management of the project and co-ordination of the team</b> meeting the requirements indicated in the ToRs under "Organisation of Work - Team Management" (5.1).	5
<b>Total number of points</b>		<b>100</b>

The evaluation board will compare the offers based on this score, it being clear that the Commission cannot be required to accept an offer the quality of which does not reach the minimum standard of 65%.

A minimum threshold of 50% will also be applied per criterion, meaning that the Commission will only assess further offers that obtain 50 % or more on a single criterion.

The sum of the price and quality criteria will result in a numerical score (e.g. 75%).

<sup>16</sup> By using the formula:  $\frac{\text{Price of the lowest tender}}{\text{Price of the tender}} \times \text{fixed percentage} = \dots \% \text{ for the criterion 'price'}$

Enclosures of the Terms of reference:

- Annex 1:** Tender submission form including tenderer's declaration, statement of exclusivity and availability, banking references form and legal entities form
- Annex 2:** Quotation form for unit prices
- Annex 3:** Model contract, which will be proposed to the selected Contractor.

**ANNEX 1.**

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**TENDER SUBMISSION FORM  
TENDERER'S DECLARATION(S)  
STATEMENT OF EXCLUSIVITY AND AVAILABILITY  
BANKING REFERENCES FORM  
LEGAL ENTITIES FORM**



(preferably on headed notepaper of the tenderer)

## **TENDER SUBMISSION FORM**

To be completed by the authorised signatory of the tenderer

One signed original and two copies of this form and each of the documents mentioned in it must be supplied.

Contract to [...]

Publication reference:

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### **1 SUBMITTED by**

<b>Tenderer name</b> *	
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\* In the case of a consortium, insert the agreed name of the consortium

### **2 STATEMENT**

I, the undersigned, being the authorised signatory of the above tenderer (including all consortium partners, in the case of a consortium), hereby declare that we have examined and accept without reserve or restriction the entire contents of the tender dossier for the tender procedure referred to above.

We offer to provide the services requested in the tender dossier on the basis of the following documents, which comprise our technical and financial offer, which is submitted in a sealed envelope:

- ☐ Tenderer's declaration (see below) and all documents as specified in the tender specifications (including one from every consortium partner, in the case of a consortium)
- ☐ Statements of exclusivity and availability signed by each of the key experts
- ☐ Description of the organisation & methodology
- ☐ Key experts (comprising a list of the key experts and their CVs)
- ☐ Unit prices quote, using the model in Annex 2 of the Terms of Reference.

[If applicable: We undertake to guarantee the eligibility of the sub-contractor(s) for the parts of the services for which we have stated our intention to sub-contract in the Organisation and Methodology.]

This tender is subject to acceptance within the validity period stipulated in the "Invitation to tender".

Signed on behalf of the tenderer.

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

(preferably on headed notepaper of the tenderer)

## **TENDERER'S DECLARATION(S)**

### **Declaration of honour on exclusion criteria and absence of conflict of interest**

**To be completed and signed by the tenderer  
(including one from each consortium partner, in the case of a consortium).**

**Contract to [...]**

**Publication reference:** \_\_\_\_\_

*(Complete or delete the parts in grey italics in parentheses)*

*[Choose options for parts in grey between square brackets]*

The undersigned *(insert name of the signatory of this form)*:

☐ in [his][her] own name *(for a natural person)*

or

☐ representing the following legal person: *(only if the economic operator is a legal person)*

full official name:

official legal form:

full official address:

VAT registration number:

➤ declares that [the above-mentioned legal person][he][she] is not in one of the following situations:

- a) is bankrupt or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has been convicted of an offence concerning professional conduct by a judgment of a competent authority of a Member State which has the force of *res judicata*;
- c) has been guilty of grave professional misconduct proven by any means which the contracting authorities can justify including by decisions of the European Investment Bank and international organisations;
- d) is not in compliance with all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be performed;
- e) has been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation, money laundering or any other illegal activity, where such activity is detrimental to the Union's financial interests;

f) is a subject of an administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in a procurement procedure or failing to supply this information, or having been declared to be in serious breach of its obligations under contracts covered by the Union's budget.

➤ (Only for legal persons other than Member States and local authorities, otherwise delete) declares that the natural persons with power of representation, decision-making or control<sup>17</sup> over the above-mentioned legal entity are not in the situations referred to in b) and e) above;

➤ declares that [the above-mentioned legal person][he][she]:

g) has no conflict of interest in connection with the contract; a conflict of interest could arise in particular as a result of economic interests, political or national affinity, family, emotional life or any other shared interest;

h) will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;

i) has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, where such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, inasmuch as it is an incentive or reward relating to award of the contract;

j) provided accurate, sincere and complete information to the contracting authority within the context of this procurement procedure ;

➤ acknowledges that [the above-mentioned legal person][he][she] may be subject to administrative and financial penalties<sup>18</sup> if any of the declarations or information provided prove to be false.

In case of award of contract, the following evidence shall be provided upon request and within the time limit set by the contracting authority:

For situations described in (a), (b) and (e), production of a recent extract from the judicial record is required or, failing that, a recent equivalent document issued by a judicial or administrative authority in the country of origin or provenance showing that those requirements are satisfied. Where the tenderer is a legal person and the national legislation of the country in which the tenderer is established does not allow the provision of such documents for legal persons, the documents should be provided for natural persons, such as the company directors or any person with powers of representation, decision making or control in relation to the tenderer.

For the situation described in point (d) above, recent certificates or letters issued by the competent authorities of the State concerned are required. These documents must provide evidence covering all taxes and social security contributions for which the tenderer is liable,

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<sup>17</sup> This covers the company directors, members of the management or supervisory bodies, and cases where one natural person holds a majority of shares.

<sup>18</sup> As provided for in Article 109 of the Financial Regulation (EU, Euratom) 966/2012 and Article 145 of the Rules of Application of the Financial Regulation

including for example, VAT, income tax (natural persons only), company tax (legal persons only) and social security contributions.

For any of the situations (a), (b), (d) or (e), where any document described in two paragraphs above is not issued in the country concerned, it may be replaced by a sworn or, failing that, a solemn statement made by the interested party before a judicial or administrative authority, a notary or a qualified professional body in his country of origin or provenance.

If the tenderer is a legal person, information on the natural persons with power of representation, decision making or control over the legal person shall be provided only upon request by the contracting authority.

Full name

Date

Signature

## **STATEMENT OF EXCLUSIVITY AND AVAILABILITY<sup>19</sup>**

I, the undersigned, hereby declare that I agree to participate exclusively with the tenderer < tenderer name > in the above-mentioned service tender procedure. I further declare that I am able and willing to work for the position for which my CV has been included in the event that this tender is successful.

*(the expert should select one of the two options underneath and delete the other one)*

– [I confirm that I am not engaged in another EU-funded project or contract, in a position for which my services are required beyond the expected starting date of my services under this tender.]

– [I confirm that I am engaged in the following EU-funded project(s) or contract(s), in a position for which my services are required beyond the expected starting date of my services under this tender.

Title + reference of the project(s) + DG concerned (if applicable): .....

Nevertheless, I confirm that this other engagement will not impair my availability to carry out the tasks for which my CV has been included in this tender.

Furthermore, I declare that there will not, by reason of my involvement in both this project under tender and the other aforementioned EU project(s), be any double-financing of time spent or work carried out under any of these projects.

I also confirm that my involvement in other EU-funded projects as well as in the project currently tendered will present me with no conflict of interest and will not prevent, or tend to prevent, me from carrying out my tasks under any of the EU-funded contracts with due impartiality.]

<b>Name</b>	
<b>Signature</b>	
<b>Date</b>	

<sup>19</sup> To be completed by all key experts

## **BANKING REFERENCES FORM AND LEGAL ENTITY FORM**

Please **complete and sign**:

- the banking references form, which can be downloaded from this address [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/financial\\_id/financial\\_id\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/financial_id/financial_id_en.cfm). Once completed, it must be printed, signed and attached to the tender.
- the form providing details on the “legal entity”: select either the public entity form, the private entity form or the form for individuals. The form can be downloaded from this address: [http://ec.europa.eu/budget/contracts\\_grants/info\\_contracts/legal\\_entities/legal\\_entities\\_en.cfm](http://ec.europa.eu/budget/contracts_grants/info_contracts/legal_entities/legal_entities_en.cfm). Once completed, it must be printed, signed and attached to the tender.

You are not required to submit a legal entity form or a banking reference form if you have already submitted these forms in the context of a contract signed with the European Union since 01.01.2004 and if the information recorded on these forms has remained unaltered since. In the case of the banking reference form, please submit such a form if you have used more than one bank account with your previous contracts with the European Union.

## **ANNEX 2. QUOTATION FORM FOR PRICE**

**Tenderers are required to quote a rate for all of the following tasks**

<b>COSTS per category</b>				<b>Sub-total per category in euro ((€))</b>
<b>A. UNIT RATES</b>	<b>Name(s) (2)</b>	<b>Unit cost per day in euro ((€))</b>	<b>Number of days per category</b>	
<u>I. Honoraria : (1)</u>  - team leader - senior experts - junior experts - local experts	(Please include as many lines as necessary)			
			Total number of days:	Subtotal sum of honoraria in euro ((€)):
<u>II. Website costs:</u>				
<b>TOTAL estimated COST of contract</b>				in euro ((€))

The honoraria are to be detailed for the purposes of comparison. It is understood that the resulting total, including the travel related costs, will be treated as lump-sum. Such a lump-sum shall cover all the Contractor's costs in order to manage the contract as well as the Contractor's commercial margin. Therefore, it shall cover, inter alia, the travel and subsistence costs incurred by the Contractor to attend the meetings explicitly required by this Contract at the moment of the submission of the tender, the management team and supporting staff costs and all administrative costs necessary to carry out the tasks of the contract (offices, communications, printing costs of documents, dispatch costs, etc.).

<b>FINANCIAL PROVISIONS</b>				
	Quoted service	Unit price	Quantity	Price in Euro
I	TRAINING Total – Lump-sum			To be quoted
	• Development of Training content			
	• Lecturers			
	• Practical arrangements			
	• Evaluation of training programme			
II	ACCOMMODATION – Lump-sum Fixed price <u>per participant per night</u> for accommodation and meals		x participants * x nights	To be calculated
<b>A</b>	<b>Total amount for the above lump-sum services (I + II)</b>			
III	TRAVEL Estimated price <u>per participant</u> , for 2-way travel arrangements, per country of origin :			
	Country 1		1	
	Country 2		1	
	Country 3		1	
	...		1	
<b>B</b>	<b>Total amount for reimbursable expenses (III)</b>			
	GRAND TOTAL A + B			



## **ANNEX 3. MODEL CONTRACT**

**ANNEX 4:** Quality Assessment Form<sup>20</sup>

<b>Title of the Trade SIA</b>	Trade SIA of a proposed comprehensive trade and investment agreement between EU and USA	
<b>QA performed against</b> .... <i>(select just one)</i>	<b>Draft final report</b>	<b>Final Report</b>
<b>DG / Unit</b>		
<b>Project Officer responsible</b>		
<b>EIMS Technical Manager</b> <b>(Unit: TRADE/01)</b>		
<b>Evaluator (Contractor)</b>		
<b>QA performed by....</b>	<b>Project Officer/SIA Co-ordinator</b>	<b>Other <i>(please specify)</i></b>
<b>Date of QA</b>		

<sup>20</sup> Refer to the *Guide on Scoring the Criteria* (attached below) for how to assess each criterion

### **(1) Relevance**

Does the Trade SIA respond to information needs – in particular, those set out in the terms of reference?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(2) Appropriate design**

Is the design of the Trade SIA adequate for obtaining the results needed to answer the research questions identified in the terms of reference?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(3) Participation and consultation**

Has the Trade SIA undertaken inclusive, participatory consultation; delivered useful information and results to stakeholders; and involved relevant international expertise?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(4) Mainstreaming of sustainability**

Does the Trade SIA succeed in integrating consideration for sustainability into the key trade and other issues that emerge in the underlying negotiating agenda?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(5) Reliable data**

Are the data and evidence collected adequate for their intended use, and has their reliability been ascertained?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(6) Sound analysis**

Are the data and evidence analysed systematically in order to answer the research questions and meet other information needs in a valid manner?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)



### **(7) Credible findings**

Do findings follow reasonably from, and are they justified by, an analysis and interpretation of data/information based on pre-established criteria?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(8) Valid conclusions**

Are conclusions unbiased and fully based on the findings?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(9) Helpful recommendations**

Are the areas highlighted for improvements coherent with the conclusions? Are the suggested options realistic and impartial?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

### **(10) Clarity**

Is the report well structured, balanced, and written in an understandable way?

Scoring	Abysmal	Very poor	Poor	Average	Good	Very good	Excellent

Arguments for scoring:

If relevant: **Contextual** (such as deficient terms of references) and **contractual constraints** (such as lack of time, insufficient resources)

## **Overall assessment of the final report**

**Is the overall quality of the report adequate? In particular:**

- ➔ Does the study fulfil contractual conditions?
- ➔ Are the findings and conclusions of the report reliable, and are there any specific limitations to their validity and completeness?
- ➔ Is the information in the report potentially useful for designing or improving interventions, setting priorities, and allocating resources?

**Given the contextual and contractual constraints encountered:**

- ➔ What lessons can be learnt from the process which delivered this Trade SIA report?

**NB This section of the report is replaced by the *Project Execution Lessons Learnt* questionnaire (internal).**



## GUIDE ON SCORING THE CRITERIA

This list of indicators aims at helping to score each criterion and it can also assist in the process of developing the argumentation underpinning the score.

The indicators may be adapted according to the specificities of each Trade SIA and some indicators may be omitted and others added when appropriate.

The indicators are, roughly speaking, presented in order of importance (i.e., those at the start of the list are crucial even for a moderate score while the concurrent accomplishment of those at the end of the list may suggest a higher score).

### (1) Relevance

Does the Trade SIA report respond to information needs – in particular, those set out in the terms of reference?

This criterion concerns how well the Trade SIA responds to the terms of reference.

- The Trade SIA deals with and responds to the research questions identified in the terms of reference
- A justification is provided for any research question that has not been answered
- The scope covers the requested scenarios, periods of time, geographical areas, target groups, parts of budget, regulations, etc
- Limitations in scope are discussed and justified
- Effects on other policies, programmes, groups, areas etc are considered
- Unintended effects are identified
- The evolution of the intervention is taken into account, and possible changes in the problems and needs compared to the situation at the start of the intervention have been addressed
- The Trade SIA broadens the scope or enlightens the approaches in the policy cycle
- The Trade SIA adds value to existing policy knowledge
- Other

### (2) Appropriate design

Is the design of the Trade SIA adequate for obtaining the results needed to answer the research questions identified in the terms of reference?

This criterion concerns the inception phase. The inception phase operationalizes and possibly complements the terms of reference. In some cases, because of unforeseen events, it may also relate to a subsequent reorientation of parts of the Trade SIA.

- The rationale of the intervention, cause-effect relations, outcomes, policy context, stakeholder interests, etc have been studied and taken into account in the design of the Trade SIA
- The research method chosen is coherent with the needs expressed in the terms of

reference, and with requests and instructions given to the Contractors

- The research method is clearly and adequately described in sufficient detail that its quality can be judged, and that in principle the Trade SIA could be re-performed
- Information sources and analysis tools are adequate for answering the research questions
- Judgement criteria to help answer the research questions are pre-defined
- Weaknesses of the research method chosen are pointed out along with potential risks
- Other methodological alternatives are considered; their pros and cons are explained
- The research design has been validated with experts or relevant stakeholders if appropriate (eg, experts on related policies, specific Trade SIA know-how)
- Ethical issues are properly considered (confidentiality of sources of information, potential harm or difficulty caused by participation of stakeholders, etc)
- Other

### **(3) Participation and consultation**

Has the Trade SIA undertaken inclusive, participatory consultation; delivered useful information and results to stakeholders; and involved relevant international expertise?

This criterion recognises the particular importance of consultation in the Trade SIA process; and considers how well the present study responds to DG Trade's own commitments in respect of participation and consultation within Trade SIAs.

- The Trade SIA has informed and involved the diverse stakeholders and government bodies throughout the decision-making process
- The Trade SIA has ensured that all key stakeholders' perspectives have been identified, understood and taken into account; and that the empirical evidence for effects identified by stakeholders has been critically examined
- Information about the Trade SIA has been made as accessible as possible – in terms of quality, style, quantity, format, local needs, etc. – and particular attention has been paid to the needs of non-specialists
- Participative processes have been adapted to local social and political contexts
- The research design has been validated with experts or relevant stakeholders if appropriate (eg, experts on related policies, specific expertise in impact assessment, etc.)
- The Trade SIA develops alternative scenarios, visions and options for trade policy in a participative way
- The Trade SIA has ensured a thorough and balanced consultation of stakeholders both in the EU and in the EU's negotiating counterparties
- The consultation procedure has provided well-prepared, concise reports and a clear, transparent process for gathering and integrating feedback

- The contractors have sought and obtained advice and input from relevant international organisations and/or from individuals with recognised expertise in areas or issues that are relevant to the research questions
- Other

#### **(4) Mainstreaming of sustainability**

Does the Trade SIA succeed in integrating consideration for sustainability into the key trade and other issues that emerge in the underlying negotiating agenda?

This criterion concerns the contribution made by the present study towards placing sustainability at the heart of trade policy-making.

- Seeks to integrate the concept of sustainability at an early stage into the objectives and results of trade policy
- Facilitates the identification of alternative more sustainable development options and proposals
- Identifies opportunities and limitations that the environment imposes on the development of trade policy
- Includes the concepts of precaution and continuous improvement – in particular, during the implementation of agreements (ex post monitoring)
- Documents and justifies how sustainability issues are considered in the decision-making process
- Other

#### **(5) Reliable data**

Are the data and evidence collected adequate for their intended use, and has their reliability been ascertained?

This criterion concerns the relevance and correctness of both primary and secondary data.

- Available information and sources are well identified
- Relevant literature and previous studies have been sufficiently reviewed
- Existing monitoring systems were used
- Data and information are free of error; data gathered are appropriate and sufficient
- The data collection rationale is explained; and it is coherent with the design of the study
- The quality of existing or collected data was checked and ascertained
- The amount of qualitative information and quantitative data is balanced and appropriate for a valid and reliable analysis
- The tools and means used to collect and process data (e.g. surveys, case studies, expert

groups, etc....) were: selected in relation to criteria specified in the inception phase; appropriate and sufficient for answering the research questions; used appropriately so as to guarantee the reliability and validity of results

- Limitations in the effectiveness of data collection (missing coverage, non-participation or non-attendance of selected cases) are discussed and explained.
- Correcting measures have been taken to avoid any potential bias arising from such limitations; or if not, the report discusses the implications for the study evidence and effectiveness
- Other

## **(6) Sound analysis**

Are the data and evidence analysed systematically in order to answer the research questions and meet other information needs in a valid manner?

This criterion refers to the correct interpretation of data and to the adequacy of the method applied.

- There is a clear, solid and coherent deductive analysis (e.g. controlled comparison, experimental research, inferential statistics, etc...)
- The analysis is well focused on the most relevant cause/effect relations and influences underlying the intervention logic, and alternative explanations have been considered
- The analysis uses appropriate quantitative or qualitative techniques, suitable to the context of the Trade SIA
- Cross checking of findings has taken place. The analysis relies on two or more independent lines of evidence
- Explanatory arguments are explicitly (or implicitly) presented
- The context (historical, socio-economic, etc...) is well taken into account in the analysis
- The report reflects an appropriate range of stakeholders consulted
- Inputs from important stakeholders are used in a balanced way
- The limitations of the analysis, and exceptions to the general explanations, or contradictory evidence, are identified, discussed and presented in a transparent manner
- Other

## **(7) Credible findings**

Do findings follow reasonably from, and are they justified by, an analysis and interpretation of data/information based on pre-established judgement criteria?

This criterion concerns the coherence of the findings with the preceding analysis and data.

- Judgements are based on transparent criteria
- Findings are supported by evidence and reinforced by sound analysis and/or plausible interpretation
- Generalisations or extrapolations, when made, are justified (e.g., through the sampling or selection of cases)
- Findings corroborate existing knowledge; differences from or contradictions with existing practice and received wisdom are highlighted and explained
- Stakeholder opinions are considered and reflected when appropriate
- Main findings are replicable
- Limitations on validity are pointed out; trade-offs between internal and external validity are identified and discussed
- Results of the analysis reflect an acceptable compromise of the perceptions of stakeholders and those derived from observed or estimated facts and figures
- Other

## **(8) Valid conclusions**

Are conclusions unbiased and fully based on the findings?

This criterion concerns the extent to which conclusions flow logically from the findings, and are based on impartial judgement.

- Conclusions are properly addressed to the research questions of the Trade SIA and to other information needs
- Conclusions are coherently and logically substantiated by the findings of the Trade SIA
- There are no relevant conclusions missing on the basis of the evidence presented
- Conclusions are interpreted in relation to the policy context
- Conclusions are free of personal or partisan considerations; the potential influence of the values and interests of the research team on the research method and outcome is openly discussed
- Conclusions are presented and related in an orderly fashion (categorised, ranked, prioritised, sequenced)
- Controversial issues are presented in a fair and balanced manner
- Other

## **(9) Helpful recommendations**

Are the areas highlighted for improvements coherent with the conclusions? Are the suggested

### options realistic and impartial?

This criterion concerns the soundness and realism of the recommendations

- Recommendations stem logically from conclusions
- Plausible options for improvements are identified
- Recommendations covers all relevant main conclusions
- They are realistic, impartial, and potentially useful
- Relations among recommendations are taken into account (e.g. priority ranking, sequencing, etc)
- Recommendations provide certain guidance for action planning
- Where feasible, the cost of recommendations is estimated
- Other

## (10) Clarity

### Is the report well structured, balanced, and written in an understandable manner?

This criterion concerns the clarity of the presentation and the appropriateness of the content of the Trade SIA.

- The content of the report describes the policy being evaluated, its context, the purpose of the Trade SIA, contextual limitations, method, findings, etc in a neat and well structured manner
- The report is well structured and signposted in order to guide and facilitate reading
- Key messages are summarised and highlighted
- There is a clearly linked and presented sequence between data, interpretation and conclusions
- The report includes a relevant and concise executive summary, which includes the main conclusions and recommendations in a balanced and impartial manner
- Specialised concepts are used only when necessary and if used, are clearly defined
- Tables, graphs, and similar presentational tools are used to facilitate understanding; they are well commented with narrative text
- the length of the report (excluding appendices) is proportionate (good balance of descriptive and analytical information)
- Detailed information and technical analysis are left for the appendix; information overload is avoided in the report
- The report provides a proper focus of truly relevant issues
- Written style and presentation is adapted for the various relevant target readers; the evaluator show awareness of potentially different needs and interests
- Other

## **OVERALL ASSESSMENT OF THE REPORT**

The overall assessment of the Trade SIA report is not a self-standing criterion. Instead it summarises key elements and consequences of the eight preceding criteria. Moreover, the overall assessment needs to consider the concerns of the potential users of each specific Trade SIA:

- Does the Trade SIA fulfil contractual conditions? (*certain internal users*);
- Are the findings and conclusions reliable, and are there any specific limitations to their validity and completeness? (*most internal and external users*);
- Notwithstanding intrinsic weaknesses, is the information in the report – or parts of it – a useful input for designing or improving interventions, setting priorities, and allocating resources? (*certain internal users*).







**EUROPEAN COMMISSION**

Directorate-General for Trade

The Director General

Brussels, **25 JUIN 2013**  
DG TRADE /JLD

**NOTE TO**

**MS. C. DAY, SECRETARY-GENERAL**  
**MR. L. ROMERO REQUENA, DIRECTOR-GENERAL, SJ**  
**MR. J.B. PLEWA, DIRECTOR-GENERAL, AGRI**  
**MR. J. DELBEKE, DIRECTOR-GENERAL, CLIMA**  
**MR. A. ITALIANER, DIRECTOR-GENERAL, COMP**  
**MR. J. TRUSZCZYNSKI, DIRECTOR-GENERAL, EAC**  
**MR. D. O'SULLIVAN, CHIEF OPERATING OFFICER, EEAS**  
**MR. K. RICHELLE, DIRECTOR-GENERAL, EMPL**  
**MR. PH. LOWE, DIRECTOR-GENERAL, ENER**  
**MR. D. CALLEJA CRESPO, DIRECTOR-GENERAL, ENTR**  
**MR. K. FALKENBERG, DIRECTOR-GENERAL, ENV**  
**MR. S. MANSERVISI, DIRECTOR-GENERAL, HOME**  
**MR. R. MADELIN, DIRECTOR-GENERAL, CONNECT**  
**MS. F. LE BAIL, DIRECTOR-GENERAL, JUST**  
**MR. J. FAULL, DIRECTOR-GENERAL, MARKT**  
**MS. L. EVANS, DIRECTOR-GENERAL, MARE**  
**MR. M. RUETE, DIRECTOR-GENERAL, MOVE**  
**MR. G. KESSLER, DIRECTOR-GENERAL, OLAF**  
**MS. P. TESTORI COGGI, DIRECTOR-GENERAL, SANCO**  
**MR. H. ZOUREK, DIRECTOR-GENERAL, TAXUD**

*Colleagues,*  
**Subject: EU-US Transatlantic Trade and Investment Partnership (TTIP)**  
**agreement: cooperation between our services**

Dear Colleagues,

The first round of negotiations of the EU-US Transatlantic Trade and Investment Partnership (TTIP) agreement is scheduled to take place in the week starting 8 July in Washington. Our services have been in contact in order to prepare this round and coordinate input, a "TTIP Interservice Group" meeting on 13 May<sup>1</sup> and another one on 11 June. One of the results is the attached up-dated and completed organigramme, based on information received.

<sup>1</sup> See my note Ares(2013)511796 of 26 March

In the run-up to the first round, I would like to set out the following topics which seem important to me:

### 1. Work sharing and cooperation

The TTIP will be unprecedented in its scope, and hence the breadth and width of expertise we need to mobilise. This triggers the need for a particularly high level of coherence and cohesion, strong transparency, cooperation and prior coordination to avoid any damaging emergence of separate and uncoordinated negotiating silos.

While DG Trade will be in overall lead of the negotiating process, we count on the support of your services that, in a number of areas, have the expertise needed to succeed in our joint endeavour.

Through regular meetings of the TTIP Interservice Group established to monitor the negotiations, DG Trade will ensure that your services are updated fully on the evolution of the negotiations.

You will note that in a number of areas we envisage a co-lead arrangement between a representative of your services and DG Trade. These arrangements apply only for the purpose of TTIP and are without prejudice to the handling of other trade negotiations.

This is for example the case where negotiations focus on sectoral regulatory matters and may imply changes to the EU acquis with a view to reaping expected benefits of regulatory coherence. For instance in these negotiations we will, for the first time, tackle substantively regulatory issues on financial services or consider possible equivalence between US and EU technical regulations in the car sector. Services in a co-lead role should obviously bring the relevant expertise to all negotiating rounds.

All negotiating positions would be established jointly between DG Trade and the service concerned. I will shortly be in contact on this with colleagues concerned to agree on specific modalities.

We clearly also envisage to continue the fruitful on-going cooperation in the different negotiation areas with all other relevant services, who, as it is already current practice will also be invited to participate in negotiating rounds and will be consulted before papers are submitted by DG Trade for the Commission.

### 2. Communication

Given the very high interest TTIP negotiations are triggering with all stakeholders, we should ensure that we speak with one voice. This is obviously crucial for both our credibility with stakeholders and positioning vis-à-vis the US. Hence, in order for all of us to be "on message", I would like to stress the importance of following agreed lines that are coordinated in advance. Such an example could be the sharing of all press material, FAQs etc that my services have sent to you ahead of the public mandate announcement at the 14 June Foreign Affairs Council in Trade formation.

### 3. Single points of contact and logistics coordination

Our services will also need to coordinate from a logistics point of view. I would like to ask you to nominate a single point of contact ("SPOC") for your DG. This would ensure that information on logistics for instance can be handled efficiently, where one interlocutor will be responsible for dispatching information within the respective DG.

For DG Trade, this will be [REDACTED] ([REDACTED]@ec.europa.eu).

Furthermore, let me underline that DG Trade coordinates the logistics and scheduling of the meetings in consultation with the team-members concerned. Travel arrangements will have to be done by each DG individually, while kindly keeping the Trade SPOC and the Washington Delegation in copy.

### 4. First round, week of 8 July in Washington

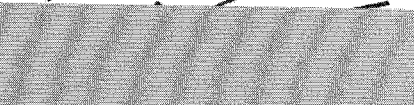
For those of you who have not done so yet, I would be grateful if you could by 28 June indicate to our SPOC the name of the persons travelling to Washington for negotiations. Please inform in parallel the Washington Delegation ([REDACTED]@eeas.europa.eu and [REDACTED]@eeas.europa.eu ).

Your services have received information on the scheduling of meetings and we will keep you up-dated.

Thank you in advance.

I am personally looking very much forward to our close cooperation.

*Best regards.*



Jean-Luc DEMARTY

Annex: Up-dated negotiation organigramme

Cc: J. Aguiar Machado, P. Balas, P. Sandler, R. Schlegelmilch, M. Petriccione,  
[REDACTED] I. Garcia Bercero, D. Juul-Joergensen, S. Ratso, J. Schaps, [REDACTED]

M. Vanheukelen (Cab)

[REDACTED] (Del)

**INTERNAL EU DOCUMENT**

### Organigramme for TTIP negotiations

Negotiating Area	Members DG TRADE (lead negotiators in bold)	Members Other DGs (lead negotiators in bold)
Overall Co-ordination of Negotiations	<b>GARCIA BERCERO</b> Ignacio	
DG Trade Core Team	<b>GARCIA BERCERO</b> Ignacio (Chief Negotiator) [REDACTED] (Deputy Chief Negotiator) [REDACTED] (Communications) [REDACTED] (Coordinator) [REDACTED] (Coordinator) [REDACTED] (Legal Officer)	
DG Trade US unit coordination team	[REDACTED]	
Market Access for Goods	[REDACTED] (NAMA) [REDACTED] Fisheries)	[REDACTED] (General text) and NAMA) (DG ENTR) [REDACTED] (General text) (DG ENTR) [REDACTED] (DG MARE)
Agriculture & Processed Agricultural Products (PAPs)	[REDACTED]	[REDACTED] (DG AGRI) [REDACTED] (DG AGRI) [REDACTED] (DG AGRI) [REDACTED] (DG AGRI) [REDACTED] (DG AGRI) [REDACTED] (DG AGRI) [REDACTED] (PAPs) (DG ENTR)
Rules of Origin	[REDACTED]	[REDACTED] (DG TAXUD) [REDACTED] (DG TAXUD) [REDACTED] (DG ENTR) [REDACTED] (DG MARE) [REDACTED] (textiles) (DG ENTR) [REDACTED] (cars) (DG ENTR)

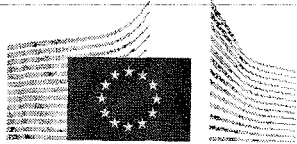
Negotiating Area	Members DG TRADE (lead negotiators in bold)	Members Other DGs (lead negotiators in bold)
<b>Services and Investment</b> <b>Services</b> incl. financial services, telecoms, digital economy, professional services, transport, postal and courier services, domestic regulation, mode 4, e- commerce	[REDACTED] (services coordination and financial services) [REDACTED] (telecoms, digital agenda and e-commerce) [REDACTED] (Professional services) [REDACTED] (Transport) [REDACTED] (postal and courier services) [REDACTED] (domestic regulation) [REDACTED] (mode 4)	[REDACTED] (Co-ordination) DG MARKT) [REDACTED] (Co-ordination) DG MARKT) [REDACTED] (DG MARKT) [REDACTED] (Professional Services) (DG MARKT) [REDACTED] (Professional Services) (DG MARKT) [REDACTED] (DG MARKT) [REDACTED] (DG MARKT) [REDACTED] (DG CNECT) [REDACTED] (DEL Washington/CNECT) [REDACTED] (Coordination) DG MOVE) [REDACTED] (DG EAC) [REDACTED] (DG HOME) [REDACTED] (DG JUST) [REDACTED] (DG JUST) [REDACTED] (DG JUST) [REDACTED] (DG EMPL)
Sub-group on regulatory cooperation in financial services	[REDACTED]	[REDACTED] (DG MARKT) [REDACTED] (DG MARKT) [REDACTED] (DG MARKT) [REDACTED] (DG MARKT)
Investment	[REDACTED] [REDACTED] (ISDS)	[REDACTED] (Co-ordination) DG MARKT) [REDACTED] (Co-ordination) DG MARKT) [REDACTED] (DG MARKT) [REDACTED] (DG CLIMA) [REDACTED] (DG EAC) [REDACTED] (DG ENVI) [REDACTED] (DG EMPL) [REDACTED] (DG MARE) [REDACTED] (DG JUST)
Investor-state Dispute Settlement	[REDACTED]	[REDACTED] (DG CLIMA) [REDACTED] (DG ENVI) [REDACTED] (DG EMPL) [REDACTED] (DG JUST)
Regulatory Cluster Overall Co-ordination Horizontal Chapter on Regulatory Issues, Regulatory Coherence	<b>GARCIA BERCERO Ignacio</b> [REDACTED]	[REDACTED] (SEC GEN) [REDACTED] (DG ENTR) [REDACTED] (DG ENTR) [REDACTED] (DG CLIMA) [REDACTED] (DG ENVI)



Negotiating Area	Members DG TRADE (lead negotiators in bold)	Members Other DGs (lead negotiators in bold)
		I (DG JUST)
Trade and Sustainable Development (labour and environment)		(DG EMPL) I (DG EMPL) (DG ENVI) (DG CLIMA) (DG MARE)
Competition Policy, SoE and other Enterprises benefiting from special Government granted rights, Subsidies		(DG COMP) (DG COMP) (DG ENTR) (DG ENTR) I (DG MARE)
Trade related Aspects of Raw Materials and Energy		(DG ENERGY) (DG ENERGY) (DG ENERGY) (DG CLIMA) Raw Materials) (DG ENTR) (Energy) (DG ENTR) (Energy) (DG ENTR) (DG ENVI)
Customs and Trade Facilitation		(TAXUD) (TAXUD) (OLAF) (OLAF)
Dispute Settlement		
Other rules		(DG ENTR)
Initial Provisions&Definitions, Institutional Provisions, Exceptions		(EEAS)
Trade Remedies		(DG MARKT)







**EUROPEAN COMMISSION**  
Directorate-General for Trade

Directorate B - Services and Investment, Intellectual Property and Public Procurement

**REPORT**  
**GI CONTACT GROUP DG AGRI/DG TRADE**

**7 June 2013**  
**16:30 – 18:00, DG TRADE (CHAR 7/31)**

DG AGRI: J. Clarke, Art.4.1(b)

DG MARKT: Art.4.1(b)

DG TRADE: R. Schlegelmilch, Art.4.1(b)

[Outside the scope of the request]

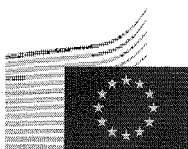
[Outside the scope of the request]



- AGRI briefly recalled the recent meeting with TRADE on GIs in TTIP. GIs will be a must as from the very 1st round with the US. The idea is to start the discussion on GIs by passing to the US a list of questions.
- TRADE informed that the discussion with the US would probably take place on Wednesday 8 July.
- AGRI will meet EFOW (European Federation of Origin Wines) next week.  
[Art.4.1 (a)]
- EU-US Wine agreement and the TTIP: AGRI internal consultations are ongoing on this.

[Outside the scope of the request]





**EUROPEAN COMMISSION**  
DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT

Directorate A. International affairs I, in particular multilateral negotiations  
**Director**

Brussels, 29 October 2013  
AGRI/B.3/CM/pm Ares (2013) **3404718**

**REPORT**  
**GI CONTACT GROUP DG AGRI/DG TRADE**

**11 SEPTEMBER 2013, 16:00-17:30**

**DG AGRI (LOI 130 11/S1)**

**DG AGRI:** J.A. Clarke, [Art.4.1 (b)]

**DG MARKT:**

**DG TRADE:** R. Schlegelmilch,

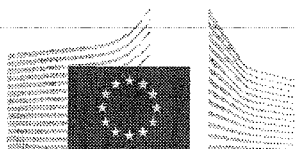
[Outside the scope of the request]



[Outside the scope of the request]

- **US:** The EU made clear during the first round in July that a positive outcome on GIs was a "must have". US was engaged, while signalling the need for "a certain degree of reciprocity". The current plan is to table a document during the third round. AGRI has been analysing the US legal system in search for possible avenues to accommodate EU expectations.

[Outside the scope of the request]



**EUROPEAN COMMISSION**  
Directorate-General for Trade

Directorate B - Services and Investment, Intellectual Property and Public Procurement

**REPORT**  
**GI CONTACT GROUP**

**15 November 2013**  
**11:00 – 12:30, DG TRADE (CHAR 7/214)**

Participants:

DG AGRI: J. Clarke, [Art.4.1(b)]

DG MARKT: [REDACTED]

DG TRADE: R. Schlegelmilch, [REDACTED]

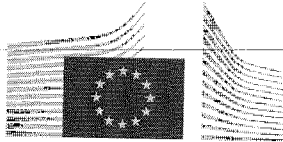
[Outside the scope of the request]



- AGRI anticipated the sending of a draft concept paper and GI short list, to be cleared by the MS. The timing of submission to the US still to be decided: originally foreseen for the Third Round, but now January or February to submit it with MA offer in the New Year.
- TRADE observed that it would be important to submit the concept paper to the US at an early stage to occupy the terrain.

[Outside the scope of the request]



**EUROPEAN COMMISSION**

DIRECTORATE-GENERAL FOR AGRICULTURE AND RURAL DEVELOPMENT

Directorate B. Multilateral relations, quality policy  
**B.3. Quality Policy**Brussels,  
AGRI.B.3/MT/sm D(2015)3707215**GI CONTACT GROUP DG AGRI/DG TRADE****REPORT****19 JUNE 2015**

DG AGRI: J. Clarke (co-Chair), [Art.4.1(b)]

DG TRADE: R. Schlegelmilch (co-Chair),

DG GROW:

[Outside the scope of the request]

[Outside the scope of the request]

#### USA

- GIs screening process launched during last session to be continued;
- [Art. 4.1(a) third indent]
- Wine agreement issues (phase out of semi-generic names) are part of TTIP negotiations [Art. 4.1(a) third indent]
- To think of possible arguments and narrative to be prepared to counter US claims that EU GIs do not face problems in the US market. Some economic evidence is available but more needed.

[Outside the scope of the request]