

FRAMEWORK AGREEMENT

COACHING INITIATIVES FOR EMPLOYEES WITH MANAGERIAL RESPONSIBILITIES

LOT 2 - MASTERCLASSES AND WORKSHOPS TO HELP EMPLOYEES WITH MANAGERIAL RESPONSIBILITIES ACQUIRE COACHING SKILLS

between the

European Investment Bank

and

[Company Name]

Luxembourg, [Date]

[City], [Date]

THIS FRAMEWORK AGREEMENT IS MADE BETWEEN:

the European Investment Bank, having its seat at 98-100, boulevard Konrad Adenauer, L-2950 Luxembourg, for the purpose of the signature hereof represented by [Name], [Title], and [Name], [Title],

(hereinafter called the "**Bank**" or the "**EIB**")

of the first part,

and,

[Company Name], a company established under [Country] law, having its registered seat at [Address], represented for the purpose of the signature hereof by [Name], [Title],

(hereinafter called the "**Service Provider**")

of the second part,

(the Bank and the Service Provider hereinafter also called a "**Party**" and together the "**Parties**")

WHEREAS:

1. On [Date], the Bank published a call for tenders for the selection of Service Providers specialised in delivering specific coaching and team-development initiatives for staff with managerial responsibilities (the “**Call for Tenders**”):
 - Lot 1: Individual and team coaching;
 - Lot 2: Masterclasses and workshops to help employees with managerial responsibilities acquire coaching skills.
2. The Terms of Reference (Appendix A) of the Call for Tenders describe the specific nature of the services to be provided for each Lot, as well as the terms and conditions for their performance. The Terms of Reference state that a minimum number of 4 and a maximum number of 6 Service Providers would be selected for Lot 1, whereas a minimum number of 3 and a maximum number of 4 Service Providers would be selected for Lot 2.
3. The Bank has decided to conclude a framework agreement (the “**Framework Agreement**”) with each Service Provider that has been selected (collectively the “**Providers**”) and to subsequently conclude specific contracts (the “**Contracts**”) with individual Providers to cover a particular assignment in relation to a Lot.
4. This Framework Agreement covers services related to:
 - Lot 2: Masterclasses and workshops to help employees with managerial responsibilities acquire coaching skills.**
5. The mutual rights and obligations of the Bank and the Service Provider shall be as set forth in this Framework Agreement.

NOW THEREFORE it is hereby agreed as follows:

Article 1 – DEFINITIONS

Those words and terms, which are defined in the documents annexed to this Framework Agreement, are not defined below.

For the purposes of this Framework Agreement:

“**Agreement**” means this Framework Agreement.

“**Assignment**” means either a punctual assignment to meet defined objectives of the Bank or a long-term assignment to meet on-going needs of the Bank.

“**Assignment Completion Report**” means the final report that the Service Provider must submit to the Bank upon completion of an Assignment.

“**Assignment Terms of Reference**” means an assignment request distributed to the Providers pursuant to Article 4.1

“**Bank General Terms and Conditions**” means the Bank’s general terms and conditions for framework agreements for the provision of services, attached as Appendix B to this Agreement.

“**Business Day**” means a day on which the EIB is open for business.

“**Call for Tenders**” means the call for tenders, published by the Bank on XXX for the selection of a Service Providers specialised in delivering specific coaching and team development initiatives for staff with managerial responsibilities;.

“Closure Date” means the deadline for sending a Proposal to the EIB pursuant to Art 4.2.

“Contract” means a contract entered into between the Bank and a Provider pursuant to Article 4.4.

“Discrete Services” means punctual assignments to meet defined objectives of the Bank, as defined in Article 2.2.

“Offer” means the offer submitted by the Service Provider in response to the Call for Tenders (Appendix C to this Agreement)

“Proposal” means an offer submitted by a Provider in response to Assignment Terms of Reference distributed by the Bank pursuant to Article 4.1.

“Providers” means those service providers whose offers have been selected by the Bank following the Call for Tenders.

“Services” means those services which will be provided by the Service Provider pursuant to this Agreement and which are defined in Article 2 and in the Terms of Reference.

Article 2 – SUBJECT MATTER

- 2.1 This Agreement covers the provision of Services for Lot 2 to the Bank, at the Bank’s request, as specified in the Terms of Reference (the **“Services”**).
- 2.2 Services shall take the form of punctual assignments to meet defined objectives (hereinafter referred to as **“Discrete Services”**).
- 2.3 The procedures for the award and performance of individual assignments are set out in Article 4 below.
- 2.4 The Service Provider, when performing an assignment, shall comply with the Bank’s rules and regulations which will have been notified to it and in particular with the Bank General Terms and Conditions for Framework Agreements set out in Appendix B.
- 2.5 The Service Provider will be required to appoint a named individual, as well as a back-up person with overall responsibility for managing and administering this Agreement, including assignment requests from the Bank, Proposals and Contracts concluded with the Bank, as they arise.
- 2.6 This Agreement does not confer on the Service Provider any right to provide services to the Bank and there is no obligation on the Bank to request services from the Service Provider.

Article 3 – DURATION

- 3.1 This Agreement shall enter into force on the date on which it is signed by the last Party.
- 3.2 The Agreement is concluded for an initial period of 3 (three) years, with effect from the date on which it enters into force. The term of this Agreement may be tacitly extended by 1 (one) year, up to a maximum of 4 (four) years.
- 3.3 The Bank shall notify the Service Provider of its intention not to extend the term by giving at least 1 (one) month written notice prior to the date on which the Agreement would otherwise be extended. Renewal shall not imply any modification or deferment

of existing obligations. This contractual period and all other periods specified in the Agreement are calculated in calendar days unless otherwise indicated.

- 3.4 Under no circumstances may implementation take place before the date on which the Agreement enters into force. Call-off contracts (as defined in Article 4 below) may under no circumstances be concluded before the date on which this Agreement enters into force.
- 3.5 The Agreement shall continue to apply to Contracts whose end dates fall after this Agreement expires.

Article 4 – PROCEDURE FOR AWARDING SPECIFIC ASSIGNMENTS (PARALLEL MECHANISM)

- 4.1 As the Bank determines a need for Services under Lot 2, it will distribute Assignment Terms of Reference (the “**AToR**”) to all Providers by e-mail. The Bank will specify in the AToR for each proposed assignment (the “**Assignment**”) the nature of the services required and some or all of the following:
- the services to be provided and the output;
 - starting date and expected duration of the Assignment, including preparation time;
 - details of the location at which the services must be provided;
 - the documentation which will be made available;
 - EIB Contact Person for the purposes of performance of the Assignment;
 - the Assignment award criteria on which basis the proposals received will be evaluated;
 - any other information relevant to the performance of the Assignment.
- 4.2 The Providers will be required to submit their proposal (each a “**Proposal**”) no later than the closure date for Proposals (the “**Closure Date**”) set out in the Assignment Terms of Reference. Points of clarification may be addressed in writing to the Bank’s designated contact person up to 5 (five) working days before the Closure Date at which point the Bank will provide a single written response to all questions raised by the Providers. The Proposal should include the following information:
- the acceptance to provide the services required;
 - an outline of the proposed methodology and work programme for delivering the requested services;
 - the comprehensive schedule for delivering the services;
 - the profile of the coach(es) proposed for the delivering of services;
 - a quotation for delivering the services required which shall not be higher than the rates offered by the Service Provider in the procedure for awarding the Framework Agreement.
- 4.3 The Bank will evaluate the Proposals, within 10 (ten) working days of the Closure Date, according to evaluation criteria set out in the AToR such as:
- Technical evaluation criteria (70 points):
 - expertise and experience required for the Assignment depending on the needs of the group benefitting from the masterclass/Action Learning Set workshop;
 - appropriateness of the coaching methodology and initiatives proposed for the needs of the group benefitting from the masterclass/Action Learning Set workshop;
 - Financial evaluation (30 points).

Both marks will be added to have a total score and the best scoring Proposal will be awarded the individual Assignment.

If the Proposals do not meet the objectives of the Assignment or are otherwise unacceptable to the Bank, the Providers may be requested to submit new Proposals.

A single Provider will be selected for each Assignment. All participating Providers will be notified in writing of the results of the selection process.

- 4.4 The Bank will send a purchase order (the “**PO**”) to the successful Service Provider; in such cases, the AToR, the Proposal and the PO constitute the Contract (the “**Contract**”). The various documents making up the Contract shall be deemed to be mutually explanatory; in cases of ambiguity or divergence, they shall prevail in the following order: (i) Framework Agreement, (ii) PO, (iii) AToR, (iv) Service Provider's proposal.
- 4.5 If selected for the Assignment, the Service Provider shall perform the Assignment in accordance with the specifications set out in the Terms of Reference, the ATo, the Proposal and the PO.
- 4.6 The Service Provider shall at all times carry out the Assignment with all reasonable care and skill and shall conform in all respects with the terms and conditions of this Agreement and of the Contract.
- 4.7 The Assignment will be carried out by the Service Provider acting jointly with and under the supervision of experienced staff of the Bank.
- 4.8 The performance of the Service Provider and its staff will be tracked throughout the Assignment and the Service Provider shall provide, upon request, a report on progress, status and forecast utilisation for all deliverables and resources on the Assignment.
- 4.9 A written report on the Assignment (the “**Assignment Completion Report**”), setting out the actual and baseline deliverables, costs and durations and all changes requested shall be submitted to the Bank by the Service Provider upon completion of the Assignment. In addition, at the end of the Assignment, the Service Provider shall provide to the Bank its working papers documenting in detail the work done during the Assignment. These working papers shall become the property of the Bank. Final payment will be withheld until the Assignment Completion Report has been approved by the Bank.
- 4.10 Where execution of the Contract has not actually commenced within 10 (ten) days of the scheduled date for the commencement of the Assignment and the new date proposed by the Service Provider, if any, is considered unacceptable by the Bank, the Bank may cancel the Contract with no prior notice. Cancellation shall take effect from the day after the day on which the Service Provider receives written notification of the cancellation from the Bank.

The Bank may cancel a Contract at any time during execution thereof on the grounds and under the conditions set out in Article 15 of Appendix B with respect to the part still outstanding.

Article 5 – PRICE

- 5.1 In consideration for performing an Assignment, the Service Provider shall be paid at the rates not higher than those set out in the Offer and in accordance with the cost breakdown contained in its Proposal.
- 5.2 Prices shall be fixed for the duration of the Agreement, expressed in EUR and shall be exclusive of VAT (the Bank is exempt from having to pay value-added tax

pursuant to Article 21 of the Protocol on Privileges and Immunities) and inclusive of all expenses.

Article 6 – TERMS OF PAYMENT

- 6.1 The Service Provider shall issue an invoice on a quarterly basis. Such invoice shall cover the services provided during the preceding calendar period and shall be accompanied by the related timesheets, signed and completed.
- 6.2 Invoices are to be issued and payment by the Bank shall be made in accordance with the provisions of Article 8 of Appendix B.
- 6.3 Payments shall be made to such Bank account, as the Service Provider shall notify in writing to the Bank not less than 10 (ten) days before the date of commencement of the Assignment.

Article 6A – CANCELLATION OF MASTERCLASSES AND WORKSHOPS

- 6A.1 Upon giving written notice to the Service Provider, the Bank may postpone or cancel one or more masterclass(es)/workshop(s) (as the case may be) at any time prior to its start.
- 6A.2 If notice is given at least 72 (seventy-two) hours in advance, the Service Provider shall not be entitled to any compensation for the postponement or cancellation of the masterclass(es)/workshop(s).
- 6A.3 If notice is given between 72 (seventy-two) hours and 24 (twenty-four) hours in advance, the Bank may be charged with 50% of the corresponding masterclass(es)/workshop(s) fees, unless cancellation or postponement is due to an extraordinary event or circumstance beyond the control of the Bank or Force Majeure (including extreme weather conditions).
- 6A.4 If notice is given less than 24 (twenty-four) hours in advance, the Bank may be charged with 100% of the corresponding masterclass(es)/workshop(s) fees, unless cancellation or postponement is due to an extraordinary event or circumstance beyond the control of the Bank or Force Majeure (including extreme weather conditions).

Article 7 – PLACE OF WORK

- 7.1 The Service Provider shall execute the Assignment from the Bank's headquarters in Luxembourg, or in a location in the vicinity selected by the EIB.

Article 8 – LAW AND JURISDICTION

- 8.1 The Agreement shall be governed by the laws of Luxembourg.
- 8.2 The Parties hereby submit to the exclusive jurisdiction of the Tribunal d'arrondissement of Luxembourg.

Article 9 – TERMINATION BY EITHER CONTRACTING PARTY

- 9.1 This Agreement and any Contract concluded pursuant thereto may be terminated in accordance with the provisions of Article 15 of Appendix B.

12.3 In case of any inconsistency between the terms of this Agreement, the following order of priority shall apply:

- (a) The terms set out in Articles 1 to 12 of this Agreement;
- (b) Appendix A;
- (c) Appendix B;
- (d) Appendix C.

IN WITNESS WHEREOF, the Parties hereto have caused two original copies of this Agreement to be signed in their respective names as of the day and year first above written.

Signed for and on behalf of the
EUROPEAN INVESTMENT BANK

Signed for and on behalf of
[COMPANY]

[Name]
[Title]

[Name]
[Title]

[Name]
[Title]

Appendix A: Terms of Reference

(including clarification from the tenderer provided during Tender evaluation)

Appendix B: General terms and conditions for framework agreements for the provision of services to the European Investment Bank

Appendix C: Offer

(including clarification from the tenderer provided during Tender evaluation)