

TENDER SPECIFICATIONS

To Invitation to Tender

CLIMA.B.1/FRA/2012/0007

Development and Maintenance of the Information System of the EU Emission Trading Scheme

These specifications follow the publication of

- the prior information notice in OJEU 2012/S 30 of 14/02/2012

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PART 1: TECHNICAL DESCRIPTION

1. BACKGROUND

In 2005 the European Union scheme for greenhouse gas emission allowance trading (EU ETS) was established pursuant to the Directive 2003/87/EC¹ (also called the ETS Directive) of the European Parliament and of the Council of 13 October 2003. This is the first and the biggest international scheme for the trading of greenhouse gas emission allowances with a total value of around EUR 120 billion, accounting for over 80% of the volume of carbon units traded world wide. It currently covers some 11,000 power stations and industrial plants in the 27 Member States of the European Union and the other 3 Member States of the EEA EFTA², referred to as the Member States (MSs) in these Tender Specifications. In 2012 it is expected that around 4 thousand aircraft operators around the world will join the EU ETS. Candidate countries will also accede to the system when they join the EU, which will be the case of Croatia in 2013. The EU ETS is now in its second trading period (2008-2012). The third trading period will cover the years 2013-2020.

In line with the ETS Directive and with the subsequently adopted first Registry Regulation³ by the European Commission (referred to as the Commission in these Tender Specifications), the system of national registries became operational as of January 2005. It ensured the accurate accounting of all allowances issued under the European Emissions Trading Scheme (EU ETS) and kept track of the ownership of allowances held in electronic accounts. This system consisted of the registries of all 30 participating Member States and a Community Independent Transaction Log (CITL) that automatically checked, recorded, and authorised all transactions that took place between accounts in the national registries. This verification ensured that any transfer of allowances from one account to another was consistent with the rules of the EU Emission Trading Scheme as established by the ETS Directive and Registry Regulation.

EU legislation provides for participants in the EU ETS to use some categories of credits from the mechanisms established under the Kyoto Protocol (KP) in order to fulfill their obligations under the EU ETS. These KP credits are the Emission Reduction Units (ERUs) of the Joint Initiative Projects and the Certified Emission Reductions (CERs) under the Clean Development Mechanism. All transfers with such KP credits within the EU ETS are also checked by the CITL but in addition, consistency verification is performed by the United Nations International Transaction Log (ITL) which is administered by the United Nations Framework Convention of Climate Change.

The ETS Directive was revised in 2009⁴ and two new Registry Regulations⁵ were adopted in 2010 and 2011. The new provisions of the ETS Directive and Registry Regulations provided for the centralisation of the EU ETS operations into a single European Union Registry (Union Registry) operated by the European Commission. The latter replaces all national registries hosted in the Member States, while the European Union Transaction Log (EUTL) replaces the CITL.

The replacement of national registries in each Member State by the Union Registry places a significant responsibility on the Commission. In that respect ensuring the highest possible level

¹ OJ L 275, 25.10.2003, p. 32.

² Iceland, Lichtenstein and Norway.

³ Commission Regulation (EC) No 2216/2004, OJ L 386, 29.12.2004, p. 1.

⁴ By Directive 2009/29/EC of the European Parliament and of the Council, OJ L 140, 05.06.2009, p. 63.

⁵ Commission Regulation (EU) NO 920/2010 (OJ L 270, 14.01.2010, p. 1) and Commission Regulation (EU) NO 1193/2011 (OJ L 315, 29.11.2011, p. 1).

of security of the Union Registry has been defined as one of the key features of the system. Ensuring the highest security of the system is of paramount importance taking into account some successful cyber attacks that took place in late 2010 and early 2011 against several national registries, resulting in the fraudulent transfer of allowances with a considerable market value. As a result of these attacks, the Registry Regulation No 1193/2011 provided for additional security measures to bring the security of the Union Registry closer to the state-of-the-art of security in the financial sector. These measures included out-of-band confirmation of transactions, establishment of a system of trusted account lists, 4-eye principle, strengthened know-your-customer checks, transaction settlement delay, freezing of allowances or accounts, wider access for law-enforcement authorities to the confidential information in the Union Registry.

The legislation setting the rules for the functioning of the Union Registry and the EUTL is evolving. Amendments are regularly undertaken to make the system of the Union Registry more efficient, to respond adequately to evolving security threats to the system and to incorporate new legislative developments. The immediate plans of the Commission for 2012 foresee an amendment to the Registry Regulation No 1193/2011 in order to finalise the preparation of the third trading period and to incorporate the necessary provisions of the so-called Effort Sharing Decision⁶. The finalisation of the preparation of the third trading period requires the implementation of Article 11a of the ETS Directive concerning the use of Kyoto Protocol units⁷, in order to enable the process of exchanging these units against EU ETS allowances. The Effort Sharing Decision establishes annual binding greenhouse gas emission targets for the Member States for the period 2013–2020. These targets relate to the emissions from sectors not included yet in the EU Emissions Trading System – such as transport, buildings, agriculture and waste. The planned amendment of the Regulation may also include some technical improvements to the system. Further amendments of the Regulation after 2012 can also be foreseen, in particular depending on the outcome of international negotiations on a second commitment period under the Kyoto Protocol.

In 2005 the Commission and the Member States developed the information systems supporting the European Emission Trading Scheme; these were comprised of a system of national registries and the CITL. Within this process the Union Registry and the EU Transaction Log (EUTL) were established under the Framework Contract Ref.: *ENV.C2/FRA/2008/0017* signed between the Commission as Contracting Authority and TRASY S.A. as Contractor in 2008. This Framework Contract comes to an end on 28 October 2012. The intellectual property rights over the entire software application developed under the Framework Contract Ref.: *ENV.C2/FRA/2008/0017*, including source code, designs, drawings, website layout, content, use cases, configuration of files, computations, documented data, database format and data, methods of creation, are vested in the Commission. Thereby the Commission has acquired their ownership.

The Commission must continue to ensure the performance of the information systems supporting the EU ETS, notably keeping the Union Registry and the EUTL in line with the highest standards of efficiency, user-friendliness and security of these systems, taking into account the evolving legal framework.

⁶ Decision No 406/2009/EC of the European Parliament and of the Council of 23 April 2009.

⁷ ERUs – Emission Reduction Units under the Joint Initiative projects, and CERs – Certified Emission Reductions units under the Clean Development Mechanism of the Kyoto protocol of the United Nations Framework Convention on Climate Change.

2. OBJECTIVES AND NATURE OF THE FRAMEWORK CONTRACT

2.1.Objectives of the Contract

The objective of the current Framework Contract is to ensure the normal performance of the Commission information systems supporting the European Union Emission Trading Scheme, i.e. the Union Registry and the EUTL.

Under this Framework Contract the Contractor must provide services to the Commission for the development and maintenance of the Information System of the EU Emission Trading Scheme operated by the Commission.

These services must be performed based on the software already developed under Framework Contract Ref.: *ENV.C2/FRA/2008/0017* necessary for the functioning of the Union Registry and the EUTL. They must include *inter alia* the maintenance of the software, ensuring the highest security level of the software in line with state-of-the-art security in the financial sector, including through regular security related changes; continuous development of the software necessary for its smooth and user-friendly functioning; delivery of software to agreed deadlines and meeting all functional specifications; technical analysis and studies; development of new functionalities and structure of the software in line with new or amended legislation.

Accordingly, under this Framework Contract the Contractor must make available to the Commission a pool of experts adequate in number and in terms of skills and experience to perform all specific tasks requested by the Commission within the general content of the current Framework Contract as specified under Part 1, point 3 of these Tender Specifications. The Contractor must also ensure that at any point during this Contract qualified and informed staff is available to respond to any incident which has occurred.

Directorate-General Climate Action (DG CLIMA) of the Commission will be the overall manager for the Framework Contract from the side of the Commission. It will be the only administrative contact point as regards the Framework Contract.

From the side of the Commission, Directorate B of DG CLIMA is responsible for the Information System of the EU Emission Trading Scheme. It works in close coordination with the IT Unit of the Shared Resources Directorate of DG Climate Action and DG Environment. The Hosting Organisation of the Union Registry and the EUTL is the Commission's Data Centre at the Directorate-General for Informatics (DIGIT) of the Commission.

2.2. Nature of the Contract

This is a Framework Contract with a single Contractor which can be a consortium made of different entities as provided in Part 2, point 3 of these Tender Specifications.

This Framework Contract will be implemented through specific contracts which will be agreed upon and signed by the Commission and the Contractor. When the Commission wishes to procure specific services under this Framework Contract, it will place an Order with the Contractor.

This Framework Contract does not constitute placement of an Order but is merely designed to set the legal, financial, technical and administrative terms governing the relations between the

Contracting parties during the Contract term. This Framework Contract specifies the basic conditions applicable to any assignment placed through an Order under its specific terms of reference.

Signature of this Framework Contract does not place the Commission under any obligation to place a service Order. Signature of the Framework Contract does not give the Contractor any exclusive rights to the services covered by the Framework Contract. This Framework Contract does not preclude the Commission from assigning tasks in the areas set out above to other contractors or from having these tasks carried out by Commission staff. In any case, the Commission reserves the right, at any time during the Framework Contract, to cease placing Orders without the Contractor having the right to any compensation.

The applicable model Framework Contract accompanies the invitation to tender (see Annex 8 of these Tender Specifications). By submitting an offer for this call for tender, the tenderers declare their acceptance of the model Framework Contract and must take it into account in drawing up their tender.

The aggregated maximum amount for which specific contracts can be awarded under this framework contract will not exceed EUR 2 000 000 (EUR 4 000 000 if the contract is renewed up to the maximum of 48 months).

The indicative price range of the specific contracts shall be EUR 100 000 to EUR 300 000. However, it is not excluded that specific contracts may be signed for amounts of more or less than the range specified.

2.3. Ordering processes

The ordering process is initiated by the Commission by placing an Order with the Contractor for the procurement of specific services under this Framework Contract. The Orders may only be placed using the Model Order Form contained in Annex 9 to these Tender Specifications. The Model Order Form will set out the terms of reference for the requested tasks, including where appropriate the exact description of the required service, profiles of experts, deliverables, man-days required, overall budget of the assignment.

On receipt of the Order, the Contractor must, within 5 working days, either decline or accept the Order. Within 10 working days the Contractor must make a specific offer to the Commission for the execution of the Order. The process culminates in the signature of a specific contract, or in the withdrawal of the Order.

The templates of the Model Order Form as well as a template for a specific contract are provided in Annex 9 and Annex 11 to these Tender Specifications.

The specific contract constitutes an individual commitment of the Contractor to provide a specific service or expert of a specific profile as specified in the Order of the Commission and confirmed by the offer of the Contractor. The Contractor must bare all the obligations specified in the Service Level Guarantee, specified in Annex 10 of these Tender Specifications which will form an integral part of each specific contract.

The Contractor must have the capacity to carry out in parallel several individual specific contracts, e.g. for development of software, maintenance and testing. The Contractor must be capable of providing the services ordered rapidly and with a high degree of quality.

Services will be provided on the basis of three different kinds of Orders: Fixed Price, Quoted Time and Means, and Time and Means for intra-muros experts:

2.3.1. Fixed Price Order

The Fixed Price Order corresponds to the order of a defined work and is executed outside the Commission's premises (i.e. off-site or extra-muros). In a Fixed Price Order the Commission specifies the deliverables corresponding to the work to be delivered with expected delays. The following conditions relating to fixed price orders apply:

- The Contractor must present a proposal meeting the requirements as specified in the Order Form and associated annexes (specifications, work packages, deliverables, deadlines etc.).
- The offer must include a project plan. It must indicate the proposed activities, the team structure, profiles, roles, responsibilities and workload (person-days) of the different team members. Based on this, the financial offer must be based on the fee rates per expert profile as per the financial offer for the Framework Contract and on the estimation of the number of days for each expert profile.
- Work will be performed off-site, typically on the Contractor's premises.
- The Contractor must provide all necessary infrastructure on his premises for the successful execution of the work
- The deliverables must be provided on time, and conform to the specifications as described in the specific contract and must respect the Service Level Guarantee as specified in Annex 10 of these tender Specifications.
- Payment will be made on a lump-sum basis based on the acceptance of the deliverables by the Commission.
- Meetings with a member of the team at the location of delivery may be required without any additional cost to the Commission. Typically, the meetings will not exceed an average of once per week. If need be, the meetings could be done by video or teleconference.
- When agreement with the Commission has been reached, a specific contract is signed by both parties.
- A warranty of 2 years applies to the deliverables provided under each subtask and accepted by the Commission as per the Service Level Guarantee, specified in Annex 10 of these Tender Specifications.

2.3.2. Quoted Time & Means Order

Quoted Time & Means Order corresponds to the order of a number of days for defined subtasks and is executed outside the Commission's premises (i.e. off-site or extra-muros). In a quoted Time & Means Order the Commission specifies the different tasks to be executed.

The following conditions apply to Quoted Time & Means (QTM) Order:

- The Commission specifies the different sub-tasks to be executed and the total number of man-days. The Commission may specify (or not) the required profiles.
- The Contractor must present a proposal meeting the requirements as specified in the Order Form and associated documents (e.g. technical annex with description of sub-tasks, etc...).

- The offer must include a technical proposal based on the requirements, the profiles and workload (man-days). The financial proposal has to be based on the profiles and their respective workload.
- The Contractor's staff must match the requested profile description in case it is provided by the Commission.
- The work is performed off-site, typically on the Contractor's premises.
- The Contractor must provide all necessary infrastructures on his premises for the successful execution of the work.
- The work is divided into various subtasks performed during the execution of the specific contract. The Commission will provide the Contractor with a detailed description of each subtask. The Contractor must send the Commission a proposal for the execution of each subtask (including the workload and time schedule) on the basis of a number of man-days of the requested profile(s) and must respect the daily rates defined in the framework contract. When agreement with the Commission has been reached, a specific contract is signed by both parties. Only agreed costs for the specified subtasks are chargeable, after acceptance by the Commission.
- The deliverables must be provided on time, and conform to the specifications as described in the specific contract and must respect the Service Level Guarantee as specified in Annex 10 of these tender Specifications.
- If required, meetings and the physical delivery of a subtask – including acceptance process, must be done at the Commission's premises. Typically these activities will not exceed an average of once per week.
- A warranty of 2 years applies to the deliverables provided under each subtask and accepted by the Commission as per the Service Level Guarantee, specified in Annex 10 of these Tender Specifications.

2.3.3. Time and Means Order for intra-muros experts

Time and Means Order for experts working in the premises of the Commission (intra-muros) corresponds to the order of a number of man-days for experts of specific profiles with no pre-defined subtasks. The work is executed within the Commission's premises (i.e. intra-muros). In a Time & Means Order the Commission specifies the profiles of the experts needed and the number of man-days that they should work for the Commission.

The following conditions apply to Time & Means Orders:

- The Commission specifies in the Order the profiles of the experts needed and the number of man-days that they should work for the Commission.
- The Contractor must present a proposal meeting the requirements as specified in the Order Form meeting the requirements of the experts per profile and man-days.
- The Contractor must propose at least two experts per profile requested by the Commission. The Commission will choose among the two who will be the expert under the required profile to work under the specific contract.
- The financial proposal has to be based on the profiles and the required man-days and must respect the daily rates defined in the Framework Contract.
- The Contractor's staff must match the requested profile description.
- The work will be performed on the premises of the Commission.
- The Commission will provide the necessary technical and work infrastructure for the successful execution of the work.

- The experts chosen to work under the specific contract should follow the instructions of the Commission staff when performing their tasks.
- The invoicing is based on the number of days performed. The minimum unit is a half-day. The payments will be done against presentation of time sheets for each expert.

3. CONTENT / DESCRIPTION OF THE TASKS

3.1.Content of the Framework Contract

This Framework Contract broadly covers the tasks described hereafter. The specific orders mentioned under Section 2 above will include detailed technical requirements for each assignment leading to a specific contract.

The Framework Contract will cover services related to the Union Registry, the EU Transaction Log (EUTL) and related services, including maintenance and user support. Emphasis is put on providing full support for the entire life-cycle of new functionalities as required by legislation, on embedding security-by-design within existing and newly developed functionalities, on security and performance testing as a pre-requisite to releasing any software, and on providing a high level of post-deployment support. Tenderers must submit a bid covering all tasks of these Tender Specifications. Bidding for only part of the requested services under these Tender Specifications will lead to exclusion of the tender.

The Union Registry and the EU Transaction Log (EUTL) are web-services based systems implemented in Java. Both use BEA Weblogic as the application server and ORACLE as relational database. They are currently hosted by the Commission's Data Centre (DIGIT), and are expected to continue to be hosted in the same location. The Contractor must establish and maintain an environment similar to the Commission's IT environment. The Contractor must adhere to the Commission's Data Centre (DIGIT) Information System hosting guidelines provided in Annex 14 of these Tender Specifications.

All intellectual property rights over the entire software application developed under the Framework Contract Ref.: *ENV.C2/FRA/2008/0017*, including source code, designs, drawings, website layout, content, use cases, configuration of files, computations, documented data, database format and data, methods of creation, are vested in the Commission thereby the Commission has acquired their ownership.

The aggregated description of the current system is presented in Annex 12

The development of current systems is done according to the following development standards:

- **The Information Providers Guide of the Commission** (for the Commission's IT environment):

<http://www.ec.europa.eu/ipg>

- **Single Visual Identity of the Commission:**

http://www.cc.cec/home/dgserv/comm/visual_identity/index_en.htm

- **RUP standard European Commission RUP@EC Development Case**, available in Annex 13.

The Contractor must have the capacity and expertise to execute the following tasks:

- User and functional requirements analysis of new functionalities and security measures set out in relevant Registry Regulations and reflecting future amendments set out in Part 1, point 1 of these Tender Specifications.
- Development of technical specifications and architectural and detailed design of new functionalities and security measures in the Union Registry, for the implementation of the user and functional requirements. Solutions proven to be in line with state-of-the-art principles of security-by-design must be an integral part of the architecture.
- Analysis and design of adaptations to existing functionalities and security measures in the Union Registry, and implementation of these requirements.
- Deployment of the new software in the hosting environment and preparation of the corresponding testing-plans.
- Analysis of the impact on the EUTL as a result of changes to or new features of the Union Registry. This includes adaptations of the EUTL to ensure it is able to function within the structure of the United Nations International Transaction Log (ITL).
- Development and testing of the functionalities and security of the Union Registry and the EUTL described above, including integration testing, factory acceptance testing, witnessed site acceptance testing. Prior to releasing the software internal security testing and performance testing have to be performed and documented, including white box testing, black box testing and for major releases independent penetration testing.
- Corrective maintenance, enhancements and major adaptations are to be expected. Upgrading of the software as deemed necessary by new security threats and following recommendations based on security analyses by the hosting organisation (DIGIT). The Contractor's project team must discuss the options with the Commission and implement the chosen options.
- Perform specific technical studies and evaluations of information systems, in particular in the fields of secure authentication systems, IT security and systems security assessments, risk analysis and cybercrime threat development.
- Provide full documentation of the functionality and security measures implemented including user manuals and training.
- Respond to questions posed by the team of DG CLIMA by utilising knowledge of the Union Registry and EUTL system software and hardware specifications and programming code.
- Provide a helpdesk service available mainly during normal business working hours. Normal working hours are between 07:00 and 19:00 CET during the normal working days that are from Monday to Friday excluding the EU-wide public holidays. This helpdesk should provide technical support and may be asked to assist in the resolution of incidents, including security incidents. The Contractor must provide the Commission with an emergency telephone number that can be reached 24/7.

- The tenderer should explain the measures that will be implemented to ensure high-grade security properties of the delivered software. Furthermore the envisaged security testing approaches should be explained, and information on relevant experience should be provided.

The Contractor must sign a Security Convention with the relevant Commission Services and adhere to and implement the terms and conditions of this Security Convention in order to obtain access to the Commission's resources. The Contractor must adhere to the Commission's Information System Hosting Guidelines that are provided in Annex 14 to these tender Specifications.

The Contractor must also elaborate a communication strategy for working with the helpdesk of the Hosting Organisation (DIGIT) with the help of the incident management software, which will be approved by the Hosting Organisation (DIGIT) and DG CLIMA.

The Contract will be implemented taking into account the General Terms and Conditions for Information Technologies Contracts of the Commission available in Annex 15 to these Tender Specifications.

3.2. Transition from and to new Contracts

3.2.1. Take over

The Contractor must take over the current system, related development and testing material and documents, and manuals and training material. This take-over must occur in a period not exceeding three months at the start of the present Framework Contract. During the take over period, the Contractor will be able to access information related to development activities and contact points of the previous Contractor of the Commission under Framework Contract Ref.: *ENV.C2/FRA/2008/0017*.

The tenderer must provide detailed methodology and an indicative plan for how it would intend to proceed with the take-over activities.

3.2.2. Hand over

The Contractor must foresee a period of 3 months' hand-over at the end of the present Framework Contract, in order to ensure a smooth transition to the next Framework Contract. The Contractor should provide a support service for the new Contractor. This support will only need to be available during the normal office hours.

A final contract report must be provided by the Contractor to the Commission within the hand over assignment which must summarise all activities performed and all deliverables submitted under the Framework Contract.

3.3. Specific illustrative assignment

3.3.1. General requirements for the illustrative assignment

For the purpose of the award process, the tenderer should provide an illustrative bid for the assignment based on the scenario described below.

This is a fictitious scenario. It does not contain any real data or information. It is presented only for the purposes of describing an illustrative assignment that may be requested by the Commission through an Order leading to a specific contract(s).

The tenderer should treat the scenario as related to specific orders and provide a complete example of work, experts with specific profiles, man-days per involved expert. This assignment is chosen as an example of specific pieces of work that could be ordered by the Commission under the Framework Contract. The bid should be of sufficient depth to allow the Commission to assess whether the tenderer demonstrates an understanding of the required work and is able to put together an adequate methodology, project management and team to undertake the work. The tenderer should propose a comprehensive work plan on the basis of the assumption that it is real. This information will be taken into account together with the proposed general understanding, methodology, project management and availability during the assessment of the award criteria.

For the implementation of the illustrative assignment the tenderer should present in the technical offer its understanding, methodology, project management plan and staff profiles of the experts involved in the work and their availability, in particular the tenderer must specify:

- The process of understanding of the requirements of the system and of the new functionalities.
- The sources of information and analysis process.
- The staff involved in terms of profiles, efforts per man-days, tasks, interaction and management;
- The methodology with regard to how he will submit the required deliverables, including key issues, risks and recommendations, the different tasks and procedures.
- Project plan, including a schedule per deliverable for conducting the analysis, plan for the design and architecture development, software development and testing.
- The approach for collaboration with DG CLIMA, its Hosting Organisation (DIGIT) or with any other entity deemed necessary for setting up this collaboration.

3.3.2. Scenario background: Linking EU ETS with ETS of Xland

The European Union and Xland(XL) announced their intentions to link their Emission Trading Schemes 6 months ago.

The relevant EU legislation was changed via amendments to the Registry Regulation last month. These amendments were adopted by the EU Member States in the Climate Change Committee.

During a scrutiny period of three months that started after the adoption, the European Parliament and the Council (at the level of the respective ministers of the EU Member States) will have the possibility to block the adopted changes. However, given the fact that the amendments were accepted by unanimity by the EU Member States in the Climate Change Committee, the Commission has very high expectations that the changes to the legislation will be in force within a period of four months from today.

The relevant legislation of Xland is already adopted.

According to the new amendments to the Registry Regulation the ETS of Xland (XL ETS) will be linked to the EU ETS. However, this does not mean that XL ETS would join the EU ETS and the Union Registry. This means that the Union Registry would continue operating with its 30 Member States. The XL ETS will be only connected to the ETS. The two systems are not the same but should be technically compatible.

From a technical point of view the Union Registry should be able to exchange information online with the ETS Registry of Xland regarding the transactions carried out with allowances between the two registries. The EUTL and the Xland Transaction Log (XLTL) should also have a direct online connection in order to verify the correctness of the transaction data at any time.

The installation operators and all other entities that have opened accounts either in the Union Registry and or XL Registry should be able to initiate transactions between their accounts in either of the registries.

The EU allowances and the XL allowances according to the legislation are inter-exchangeable. They can be used to meet both EU ETS and XL ETS compliance requirements for surrendering against verified emissions.

No common auctioning would be allowed between EU ETS and XL ETS.

The key functionalities of the software that must be provided by the Contractor are:

- Linking the systems of the EU ETS and XL ETS, including the possibility of making transactions between the accounts in the two systems;
- Linking the compliance data of the EU ETS and XL ETS in terms of account information, allocation tables, verified emissions, surrendering;
- Inter-exchangeability of the allowances under EU ETS and XL ETS;
- Ensuring the security of the EU ETS following the linking in line with state-of-art for the financial sector.

3.3.3. Tasks under the illustrative assignment

The Commission is placing two Orders, presented in Annex 16, for the services to be provided by the Contractor in order to implement the functionalities of the Union Registry and the EUTL in accordance with the scenario. One Order is for a Quoted Time and Means (extra-muros experts) and the second Order is for Time and Mean (intra-muros expert), for which a separate specific contract would be signed.

The following main services must be provided by the Contractor under the Order for Quoted Time and Means (extra-muros experts):

1. Analysis of the user and functional requirements in view of the changed legislation, including new security measures.
2. Analysis and design of new or adaptations to existing functionalities and security measures in the Union Registry, and implementation of these requirements.
3. Analysis of the impact on the EUTL as a result of changes to or new features of the Union Registry. This includes adaptations of the EUTL to ensure that it is able to function within the structure of the United Nations International Transaction Log (ITL).
4. Drafting of technical specifications; elaboration of detailed architectural design of the new functionalities and definition of security measures in the Union Registry and EUTL;
5. Development of the functionality and implementation of security features of the Union Registry and the EUTL described above, including deployment of the software in the hosting environment.
6. Testing of the functionality and security features of the Union Registry and the EUTL including preparation of the corresponding testing-plans, implementation of integration testing, and factory acceptance testing.

For the purpose of the illustrative assignment the Contractor must present its offer in accordance with the following estimations for the tasks under the Order Form for Quoted Time and Means (extra-muros experts):

- Analysis of the requirements (task 1 above): 40 man-days
- Analysis & Design of the Union Registry and EUTL (task 2 & 3 above): 60 man-days (out of which 10 man-days for the gap analysis of the EUTL)
- Technical specifications of the functions (new or adaptations) (task 4 above): 60 man-days (out of which 20 man-days for the EUTL)
- Implementation of the functions (new or adaptations) (task 5 above): 120 man-days (out of which 45 man-days for the EUTL)
- Testing of the functionality and security features of the software (task 6 above): 60 man-days (out of which 20 man-days for the EUTL)

Note that in addition to the testing planned by the Contractor, the software must undertake two sessions of testing (performance and security) on the Commission's premises. Two weeks of contingency must be included in the plan between those two sessions. If a session is not successfully passed, the Contractor receives a testing report and must deliver a new version of the software responding to the reported issues. The new software version is then re-submitted to performance and security testing sessions.

The following main services must be provided by the Contractor under the Order for Time and Means (intra-muros expert):

1. Testing of the functionality and security of the Union Registry and the EUTL including witnessed site acceptance testing together with the staff of the Commission in the Premises of the Commission

For the purpose of the illustrative assignment the Contractor must present its offer in accordance with the following estimations for the tasks under the Order Form for Time and Means (intra-muros experts):

- Testing of the functionality and security features of the software: 30 man-days in the premises of the Commission in Brussels.

3.4. Meetings and reporting

Monitoring meetings between the project leader of the Contractor and the Commission services on the quality of the services provided under these Contracts will be held at the Commission's premises in Brussels maximum once per week. These meetings will monitor the progress of the work and compliance with the established procedures and quality criteria. The cost of these meetings must be borne by the Contractor; the Commission will not pay for any of the expenditure incurred (transport, accommodation, etc.).

For all major deliverables, i.e. a new version of the software with new functionalities and security features, the Commission reserves the right to organize maximum once per year technical audits with the possible assistance of independent external experts and/or representatives from the Member States. Such audits will be based on the formal deliverables, which must be provided at least two weeks prior to a possible audit meeting. A physical audit meeting is optional and will take place either at Commission premises or if needed for demonstration purposes at the premises of the Contractor. The names of the possible external experts will be given to the Contractor prior to the review meeting.

The Contractor is responsible for writing and following an acceptance process of minutes for every meeting concerning the Contract.

Every month the Contractor must submit an aggregated activity report that will cover the entire work performed within the respective month under all current specific contracts. Following this report, upon request from either the Commission or the Contractor a management meeting at the Commission's premises may be organised.

For each specific contract that involves interim payment, the Contractor must provide to the Commission an interim report documenting the formal submission of important deliverables.

At the end of each specific contract a final report must be presented from the Contractor to the Commission.

At the end of the Framework Contract within the handover assignment a final contract report must be provided by the Contractor to the Commission which must summarise all activities performed and all deliverables submitted under the Framework Contract.

No additional remuneration will be paid for these monitoring and reporting activities.

3.5. Intellectual Property Rights

3.5.1. Modes of exploitation

All studies/analysis/elaborations/materials/reports, scientific work, source code, designs, drawings, website layout or content, use cases, configuration of files, computations, documented data, database format and data, methods of creation, industrial design, discoveries produced within this Contract and for which the rights are vested in the Commission and thereby the Commission has acquired their ownership, may be used by the Commission in the following ways:

- i) distribution:
 - publishing in paper copies
 - publishing in electronic form as downloadable/non-downloadable file
 - making available on internet
 - broadcasting
 - public presentation or display
 - communication through press information services,
 - inclusion in widely accessible databases or indexes
 - in any form and by any method existing at this date and in the future
 - giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents
- ii) storage:
 - in paper format
 - in electronic format
 - in original format (sculpture, maquette etc.)
- iii) archiving in line with the applicable document management rules⁸
- iv) modifications made by the Commission or by a third party:
 - shortening
 - making a summary
 - modification of the content
 - technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities

⁸ See Decision 2002/47/EC on document management, Decision 2004/563/EC on electronic and digitised documents and the Implementing Rules SEC(2009) 1643: http://ec.europa.eu/transparency/archival_policy/legal_basis_en.htm.

- providing third parties with additional information concerning the result (e.g. source code)
 - addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
 - preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
 - extracting a part or dividing into parts
 - use of a concept or preparation of a derivate work
 - digitisation or converting the format for storage or usage purposes
 - translate, subtitle, dub
- v) language versions:
- working languages of the Commission
 - official languages of EU
 - languages used within EU
 - languages of candidate countries
 - languages of the Member States of the EEA
- vi) use for own purposes:
- making available to the staff of the Commission
 - making available to the persons and entities working for the Commission or cooperating with it, including: Contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
 - installing, uploading, processing
 - arranging, compiling, combining, retrieving
 - making a copy, reproducing
- vii) allow use of results by third parties⁹:
- for commercial or non commercial purposes,
 - against payment, without payment or against fulfilment of other conditions
 - assignment in full or in part
 - giving a licence
 - for a particular period or unlimited in time

Where the Commission becomes aware that scope of modifications exceeds the scope envisaged in the Contract the creator must be consulted. The creator will be obliged to provide his response within two weeks. He must provide his agreement including any suggestions of modifications free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort the integrity of the work.

⁹ In principle all results produced within the project should be publicly available (see Commission Decision 7 April 2006 on the re-use of Commission Information (<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2006:107:0038:0041:EN:PDF>) .

3.5.2. Pre-existing rights, intermediaries, creators' rights

The Contractor must at all times maintain in force and comply with all permits, authorisations and consents necessary to perform the tasks and provide the services under the Contract.

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor must establish a list which must specify all pre-existing rights and disclose it to the Commission at the latest when delivering the final result.

All pre-existing rights to delivered results must vest in the Commission and thereby under the terms of the Contract be effectively transferred to the Commission.

The Contractor must present relevant and exhaustive proofs of acquiring all necessary rights at the latest together with delivery of the final progress report for each specific contract together with presentation of relevant result. The latter should be fulfilled by presentation of the Contractors', all subcontractors' intermediating in the transfer of rights and creators' statements prepared in accordance with annexes A1 and A2 of the Framework Contract and the following information and documents:

- Name and version number of the software product
- Title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify origin easily
- Full identity of the developer, translator, data entry person, graphic designer, publisher, editor, photographer
- Copy of the licence to use the product or reference to it
- Agreement transferring the right to the product to the Contractor
- Text of the disclaimer notice

In case parts of the results were created by employees of the Contractor, documentary evidence must be provided as to how the creators' or authors' rights were transferred to the Contractor, i.e. a copy of the relevant agreement or extract from the employment Contract should be provided.

4. EXPERIENCE REQUIRED OF THE CONTRACTOR

4.1. Experience of the Contractor

In carrying out the assignments the Contractor must possess the following specific skills and expertise:

- The tenderer must demonstrate that it has adequate organisational structure, infrastructure environment and quality control mechanisms (certifications, conformity to standards) to allow the delivery of the required services as per these Tender Specifications. This should be reflected in the Contractor's internal organisation, internal procedures and staff accreditation.
- The Contractor must possess an in-depth understanding of practical contemporary IT security threats and be able to demonstrate development practices and approaches during

all phases of the development cycle used to mitigate such threats preventively. Descriptions of reference work should be provided.

- The Contractor must have a proven track record of the last 3 years in the delivery of software projects on time and to specification. Concrete examples should be provided in references.
- Over the period 2009-2011 the tenderer must have implemented at least one project with a team of at least 15 experts in the area of development of high value transaction systems, demanding high security requirements. This could for example be in the area of financial transaction systems or any other equivalent system that requires similar transactional functionality and security (including existing EU ETS Registry systems). Comprehensive experience of typical architectures of high value transactional systems that in terms of system requirements are comparable to the Registry should be available.
- The tenderer must provide evidence of developing transaction management systems that require adherence to high quality and high security standards. References of relevant development cases with the necessary details and practical development methodologies must be provided by the tenderer.

4.2. Definition of profiles

The Contractor must make available to the Commission a pool of experts adequate in number and in terms of skills and experience to perform all specific tasks requested by the Commission within the general content of the current Framework Contract as specified under Part 1, point 3 of these Tender Specifications. The Contractor must also ensure that at any point during this Contract qualified and informed staff is available to respond to any incident which has occurred

The pool of experts who will work under this Framework Contract will be provided in the tenderer's bid based on detailed CVs of each proposed expert. Any additions shall be subject to prior approval of the Commission before being assigned to work on a specific contract.

For the duration of the Contract the Contractor must ensure that a stable service is maintained as required for the proper quality implementation of the specific contracts. In particular for the project management and coordination, the Contractor must ensure that staff is not changed except in circumstances beyond its control. Under no circumstances may the Contractor invoke a change of staff of a specific contract as a reason for failing to meet an obligation, in particular as regards deadlines and quality.

Within the implementation of a specific contract, if the key staff, as specified under Part 1 point 4.2 of these Tender Specifications, are to be changed, the Commission must approve the new candidates (based on detailed CVs) prior to their appointment by the Contractor.

The Contractor must ensure that the Commission is always in possession of an up-to-date list and contact details including telephone numbers and e-mail addresses of management and maintenance staff and each member of staff working under the current Framework Contract.

The Contractor must ensure that at any point of Contract duration the tasks and services under the Contract must be performed and provided by suitable, appropriately qualified, experienced and

competent personnel, exercising due care and diligence throughout the performance of the Contract.

The services under this Framework Contract must be delivered by the experts provided by the Contractor in accordance with the specified profiles per categories of staff.

The Contractor's team assigned for this Contract must be able to carry out the work efficiently. Staff must be able to communicate professionally both verbally and in written form in the English language.

The Contractor's management team must have strong organisational skills that can be demonstrated by its earlier work. The tenderer must propose Project Manager(s) who have, on his/her behalf, the overall responsibility for the successful implementation of the Contract. The Project Manager(s) must have documented knowledge and experience relevant to managing contracts of a nature similar to that of the Framework Contract which will be signed as a result of this call for tender.

The following experts are considered as key staff: Project Manager, Senior Analysts, Senior Architect, Senior-Analyst Programmer, Analyst Programmer, Security Architect – Senior Forensic Expert, Test Coordinator, Support Coordinator.

The required number of experts per profile given below represents the minimum expected usage of the profiles per category of staff. It is purely indicative and may differ from the actual demand for the experts of specific profiles required for the individual specific contracts.

The tender's bid must conform to the profile description with the requested level of education, qualification and expertise. The individual offer in respect to a specific Order must correspond to the specific requirements indicated in the Specific Order Form.

Profiles	Minimum required number of experts per profile	Minimum qualifications	
		Years of Experience in the field of the relevant profile	
		With university degree	With non university degree
1 Project Manager (PM) – key staff	1 (plus 1 backup)	6	12
2 Senior Analyst (SA) – key staff	1 (plus 1 backup)	5	10
3 User requirements analyst (URA)	2	4	8
4 Senior Architect (SAR) – key staff	1 (plus 1 backup)	5	10
5 Architect (AR)	1	4	8
6 User Interface Designer (UID)	1	2	4
7 Senior Analyst-Programmer (SAP) – key staff	2	4	8
8 Analyst-Programmer (AP) – key staff	2	3	6
9 Security Architect – Senior Forensic Expert (SAF) – key staff	1	6	12
10 Security Expert – Confirmed Forensic Expert (SEF)	1	4	8
11 Programmer (PR)	2	2	4
1 Technical Writer (TW)	1	2	4
13 Test Coordinator (TC) – key staff	1	4	8
14 Tester (TE)	2	2	4
15 Support Coordinator (SC) – key staff	1	4	8

4.3. Descriptions of profiles

4.3.1. Project Manager (PM)

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Project management including proposals for project strategies, planning, definition of tasks and deliverables, review of project deliverables, quality control, risk analysis and management, status reports, problem reporting and management systems, follow up and organisation. • Guide subcontractors in charge of project activities and review their deliverables. • Participate in functional and technical working groups and progress meetings. • Estimate costs, timescales and resource requirements for the successful completion of each project to agreed terms of reference. • Prepare and maintain project and quality plans and track activities against the plan, provide regular and accurate reports. • Monitor costs, timescales and resources used, and take action where these deviate from agreed tolerances.
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	<p>Ensure that delivered systems are implemented within these criteria.</p> <ul style="list-style-type: none"> • Manage the change control procedure gaining agreement for revisions to the project from project sponsors. • Provide effective leadership for the project team ensuring that team members are motivated and constantly developing their skills and experience.
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Project management. • Usage of project management tools. • In depth technical knowledge of the project's main aspects. • General technical knowledge on the other aspects touched by the project. • Usage of methods and techniques for reporting. • Ability to give presentations. • Ability to apply high quality standards to all tasks in hand, no matter how small, and ensuring that nothing is overlooked. • Ability to participate in multi-lingual meetings, good communicator. • Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working, understanding the needs, objectives and constraints of those in other disciplines and functions. • Leadership capability.
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 6 years in IT. • Minimum 3 years experience in Project Management of computer software construction involving the development and implementation of information systems to meet identified business needs, acquiring and utilising the necessary resources and skills, within agreed parameters of cost, timescales, and quality. • Practical hands-on experience with most stages of the system development life-cycle is desirable. • Minimum 2 year of experience in a project management tool. • Proven experience with quality procedures.

4.3.2. Senior Analyst (SA)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Analysis of requirements and design of new information systems.• Data analysis, data modelling.• Cost/benefit analyses.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Ability to participate in multi-lingual meetings, ease of communication.• Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.
<i>Experience</i>	<ul style="list-style-type: none">• Minimum 5 years in IT, including 2 at senior analyst level.• Minimum 2 years experience with CASE tools.

4.3.3. User requirements analyst (URA)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Production of user requirements for new information systems in a form understandable for both users and technical persons developing/maintaining the information system.• Interface between users and the technical team developing/maintaining the information system.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Ability to participate in multi-lingual meetings, ease of communication.• Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.• Diplomatic.• Having a good balance between technical and interpersonal skills.
<i>Experience</i>	<ul style="list-style-type: none">• Minimum 4 years in IT.• Minimum 2 years experience with requirements analysis.

4.3.4. Senior Architect (SAR)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Analysis of information systems portfolio• Analysis of business processes
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	<ul style="list-style-type: none"> • Analysis of organisational structures • IS costs/benefits analysis • Development and enhancement of architecture • Assistance with the implementation of the architecture • Data flow analysis
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to participate in multi-lingual meetings, excellent communicator. • Capability of working in an international/ multicultural environment • In depth knowledge of enterprise architecture <p>Strong capacity in writing and presenting studies</p>
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 5 years with requested enterprise architecture tools, software models or business process analysis tools • Experience in consulting • Proven experience with quality procedures • Experience in the realisation of studies

4.3.5. Architect

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Analysis of information systems portfolio • Analysis of business processes • Analysis of organisational structures • Development and enhancement of architecture • Assistance with the implementation of the architecture • Data flow analysis
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to participate in multi-lingual meetings, excellent communicator. • Capability of working in an international/ multicultural environment • In depth knowledge of enterprise architecture <p>Strong capacity in writing and presenting studies</p>
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 4 years with requested enterprise architecture tools, software models or business process analysis tools • Experience in consulting • Proven experience with quality procedures • Experience in the realisation of studies

4.3.6. User interface designer (UID)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Assistance and support with the preparation and validation of all aspects regarding the human interaction with information systems.• Design of user interfaces.• Ergonomy.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Knowledge of ergonomics regarding man/machine interfacing.• Ability to participate in multi-lingual meetings, ease of communication.• Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience of working in a team are mandatory.• Diplomatic.• Requires a good balance between technical and interpersonal skills.
<i>Experience</i>	<ul style="list-style-type: none">• Minimum 2 years experience in this or a related field.• Minimum 2 years experience as user interface specialist.

4.3.7. Senior Analyst-Programmer (SAP)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Detailed analysis of new user requirements.• Prototyping.• Write/maintain programs that reflect the specifications based on user requirements.• Assist with the testing of such programs together with the other programs making up the system.• Produce the relevant technical documentation and documentation for the support team.• Assist the support team with training the users of the system.• Assist with evaluating and testing products delivered by external system suppliers to ensure that they conform to the Commission requirements and methodology.• Participation in meetings with the users.
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Ability to participate in multi-lingual meetings, ease of communication.• Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in team working are mandatory.

<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 4 years experience in IT, including 2 as analyst-programmer. • Experience with CASE tools. • 2 years of programming experience in the programming languages currently used in the Commission. • At least 1 year of experience with multi-user SQL-based databases. • Experience in multi-client and multi-national environments.
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<i>4.3.8. Analyst-Programmer (AP)</i>	
<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Analysis of new user requirements. • Prototyping. • Write, maintain & test programs which reflect the specifications based on user requirements. • Assist with the testing of such programs together with the other programs making up the system. • Produce the relevant technical documentation and documentation for the support team. • Assist the support team with training the users of the system. • Assist with evaluating and testing products delivered by external system suppliers to ensure that they conform to the Commission requirements and methodology. • Participation in meetings with the users.
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to participate in multi-lingual meetings, ease of communication are assets. • Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience of working in a team are mandatory.
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 3 years experience in IT. • 2 years of programming experience in the programming languages currently used in the Commission. • At least 1 year of experience with multi-user SQL-based databases. • Experience in multi-client and multi-national environments.

4.3.9. Security Architect – Senior Forensic Expert (SAF)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Business-to-security alignment analysis• Analysis of current security threats• Analysis of future security threats• Analysis of intrusion detection patterns and approaches
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Application Security architecture• Security design• Security testing• Secure change procedures• Applied cryptography• Disaster recovery• Security monitoring – business rules analysis• Secure authentication systems
<i>Experience</i>	<ul style="list-style-type: none">• Analysis of business specific IT security threats• Design of state-of-the-art secure IT systems• Applying comprehensive and rigorous approaches for:<ul style="list-style-type: none">○ ensuring current and future security structure in evolving IT systems○ describing an organization's security processes• Security risk trend analysis• Documenting IT security systems

4.3.10. Security Expert – Confirmed Forensic Expert (SEF)

<i>Nature of the tasks</i>	<ul style="list-style-type: none">• Analysis of security threats• Systems security implementation• Security testing:<ul style="list-style-type: none">○ White box test○ Black box test○ Penetration test• Modify computer security files to incorporate new software, correct errors, or change individual access status, including
<i>Knowledge and skills</i>	<ul style="list-style-type: none">• Telecom & Network Security• Application security• Security testing• Disaster recovery

	<ul style="list-style-type: none"> ○ Secure change procedures ○ Secure patching
<i>Experience</i>	<ul style="list-style-type: none"> • Security monitoring • Applied cryptography • Implementing secure IT systems • Implementing secure authentication systems • Documenting security implementations

4.3.11. Programmer (PR)

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Preparation of diagrams. • Writing/maintaining programs in different programming languages. • Preparation and execution of test programs. • Technical documentation. • Optimising procedures. • Preparation of scripts for data base migrations. • Preparation for scripts for application installation (to be used by support team).
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to participate in multi-lingual meetings, ease of communication in technical matters are assets. • Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience of working in a team are mandatory.
<i>Experience</i>	<ul style="list-style-type: none"> • 2 years of programming experience in the programming languages currently used in the Commission. • At least 1 year of experience with multi-user SQL-based databases.

4.3.12. Technical writer (TW)

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Writing technical documentation regarding information systems in different languages.
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to participate in multi-lingual meetings, ease of communication in technical matters are assets. • Capability of integration in an international/multi-cultural environment, rapid self-starting capability and experience in working in a team are mandatory. • Excellent writing skills are required. • Able to use the office automation tools used in the

	Commission (MS-Office).
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 2 years experience in IT. • 2 years of documentation authoring experience, of which 1 year of technical documentation authoring. • Minimum 1 year of experience with the office automation tools used in the Commission (MS-Office).

4.3.13. Test Coordinator (TC)

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Supervise all testing aspects and will ensure the quality of the tests throughout the project life cycle.
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to create and maintain a work plan of all testing tasks. • Capability of ensuring the quality of the test and offer recommendations on migration of code into production. • Ability to define what the critical test objectives for this project are and how they will be accomplished and coordinated. • Able to oversee all Business and ISO testing resources (staff and tools) and their responsibilities. • Understanding of security and vulnerability testing (including penetration testing)
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 4 year of experience in IT. • Minimum 2 years of experience with managing software testing. • Minimum 1 year experience with the office automation tools used in the Commission (MS-Office).

4.3.14. Tester (TE)

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • Writing technical documentation for information systems during their development • Integration of on-line help in information systems • Verification of the technical documentation against applications • Documenting the programs
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Capability of integration in an international/multicultural environment, rapid self-starting capability and experience in team working. • Good writing skills • Ability to run security and vulnerability testing (including penetration testing)

<i>Experience</i>	<ul style="list-style-type: none"> • Able to use the office automation tools used in the Commission (MS-Office). • Minimum 2 year of experience in IT. • Minimum 1 years of experience with managing software testing. • Minimum 1 year experience with the office automation tools used in the Commission (MS-Office)
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4.3.15. Support Coordinator (SC)

<i>Nature of the tasks</i>	<ul style="list-style-type: none"> • To manage all application delivery support aspects and to ensure the quality of the support delivery throughout the project life cycle. • To be a Single Point of Contact for application content and delivery related matters • To activate and motivate the needed resource as appropriate to complete the support request according to the agreed SLA • To report on support requests progress
<i>Knowledge and skills</i>	<ul style="list-style-type: none"> • Ability to understand all the components of the project and of the deliverables • Ability to understand all the roles involved in the project and their relative contribution to the delivery • Ability to understand the relative importance, the area of impact and the criticality of the received support requests • Ability to provide answers to complex requests in a clear and concise way. • Can justify an ITIL based approach in Service Delivery
<i>Experience</i>	<ul style="list-style-type: none"> • Minimum 4 year of experience in IT. • Minimum 2 years of experience with providing application management support. • Minimum 2 year experience with ticketing/ reporting systems • Minimum 1 year experience with the office automation tools used in the Commission (MS-Office).

5. DELIVERABLES

The deliverables will be agreed as part of the specific contracts undertaken in the context of the Framework Contract (as described under Part 1, point 2.2. of these Tender Specifications). The

deliverables will vary in nature depending on the specific service needed to be performed under a specific contract, but their main nature will be covered by the tasks specified in Part 1, point 3.1. of these Tender Specifications.

The Contractor must start working immediately after the signature of each specific contract.

The Contractor must ensure that a stable service is maintained as required for the proper implementation of the specific contracts.

Every month the Contractor must submit an aggregated activity report that will cover the entire work performed within the respective month under all current specific contracts. Following this report, upon request from either the Commission or the Contractor a management meeting at the Commission's premises may be organised.

For each specific contract that involves interim payment, the Contractor must provide to the Commission an interim progress report documenting the formal submission of important deliverables.

The Commission will have 45 calendar days from receipt to approve or reject the interim progress report, and the Contractor will have 30 calendar days in which to submit additional information or a new progress report.

At the end of each specific contract a final progress report must be submitted to the Commission.

The Commission will have 45 calendar days from receipt to approve or reject the final progress report, and the Contractor will have 30 calendar days in which to submit additional information or a new final progress report.

The approval of the final report of a specific contract will be considered as provisional acceptance.

The Commission shall issue its final acceptance for a specific contract within 90 calendar days from the day following the day it issued its provisional acceptance.

The final acceptance shall be issued when the Commission is able to confirm that all deliverables are of the requisite quality and conform fully to the requirements of the specific contract and the Framework Contract.

In case the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract, the Commission will notify the Contractor thereof. The Contractor will have 30 calendar days in which to provide the deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

In case the Commission notifies the Contractor that the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract; the period of 90 calendar days for the issuing of the Commission's final acceptance will restart on the day on which the Commission receives the corrected deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract. See Part 2, point 5.1.

At the end of the Framework Contract within the hand over assignment a final contract report must be provided by the Contractor to the Commission which must summarise all activities performed and all deliverables submitted under the Framework Contract.

All reports must be written in clear, good quality English. All reports must be provided in electronic form with MS-WORD within the deadline stated in each specific contract. The Contractor will use the version of MS-Office available at the Commission at the time of the delivery (presently, the Commission is using MS-Office 2003 but intends to use MS-Office 2010 soon) or compatible software.

Reports must be concise, focusing on main messages and avoiding long sentences, redundant text, and repetition. Reports must use effective lay-out and style to enable the easy absorption of information. The quality should be suitable for publication.

As examples, the deliverables could be but are not limited to:

- Delivery of analysis of user requirements following a new or changed legislation;
- Development and delivery of technical specifications for the user requirements;
- Delivery of a new version of the software with all security tests performed;
- Delivery of full technical documentation of the new software;
- Development and delivery of user manuals of the new software version, etc.

6. DURATION OF FRAMEWORK CONTRACT

The Framework Contract will run for a period of 24 months and shall be renewed automatically once under the same conditions unless written notification to the contrary is sent by one of the contracting parties and received by the other party 2 (two) months before expiry of the contract. At least one month before the expiry of the contract the contractor must submit an updated Annex 6 to demonstrate its financial capacity. The terms of the framework contract shall continue to apply to specific contracts after its expiry, but no later than 6 months.

The Commission has the right to cancel the Framework Contract at any point without any rights to any compensation by the Contractor.

The indicative intended commencement date of the Contract is October 2012.

After the signature of the Framework Contract the Contractor will receive from the Commission, from DG CLIMA, a preliminary plan of the works to be assigned during the first year for which the Framework Contract will be valid. The plan is indicative and not binding for the Commission and will be updated when necessary.

7. PLACE OF PERFORMANCE

The place of performance of the tasks must be the Contractor's premises or any other place indicated in the tender. For the specific contracts under the Times and Means Orders, the place of performance may be the Commission's premises.

PART 2: ADMINISTRATIVE DETAILS

1. GENERAL TERMS AND CONDITIONS FOR THE SUBMISSION OF TENDERS

- Submission of a tender implies that the tenderer accepts all the terms and conditions set out in these specifications (including the annexes) and waives all other terms of business.
- Submission of a tender binds the Contractor to whom the Contract is awarded during performance of the Contract.
- Changes to tenders will be accepted only if they are submitted on or before the final date set for the submission of tenders.
- Expenses incurred in respect of the preparation and presentation of tenders cannot be refunded.
- No information of any kind will be given on the state of progress with regard to the evaluation of tenders.
- Once the Commission has accepted the tender, it shall become the property of the Commission and the Commission shall treat it confidentially.
- The protocol on the Privileges and Immunities or, where appropriate, the Vienna Convention of 24 April 1963 on Consular Relations must apply to this invitation to tender.

2. NO OBLIGATION TO AWARD THE CONTRACT

- Fulfilment of adjudication or invitation to tender procedure must not involve the Commission in any obligation to award the Contract.
- The Commission must not be liable for any compensation with respect to tenderers whose tenders have not been accepted. Nor must it be liable in the event of its deciding not to award the Contract.

3. JOINT TENDERS

When a consortium / partnership is envisaged three cases can arise:

- I. The offer originates from a consortium already formally set up as a separate and legal entity able to submit its statutes, mode of operation, technical and financial capacity, such as result from the contributions of its various members. It is such a consortium that will bear the technical and financial responsibility for the Contract and will present the requested financial guarantee, if applicable.

- II. The offer originates from companies not yet having created a consortium as a separate legal entity but planning to constitute one as referred to in item I, if their joint offer is accepted. In such a situation, the tenderer will have to provide the legal form, the envisaged draft statutes and mode of operation of the consortium, the various technical and financial contributions, letters of intent, as well as the guarantees envisaged, where applicable.
- III. The offer originates from companies not wishing to constitute formally a consortium as a separate legal entity and thus constituting effectively an association. In such a case, the offer will be submitted in the form of subcontracting (cf. point 4 below), in which case one of the companies must assume the total responsibility for the offer. This company will sign the Contract in its name, the other companies then being regarded as subcontractors of the first.

For joint tenders described in cases I and II above, the information required in

- Part 2, 6.2 (“administrative proposal”)
- Part 3, 1 (“information for assessment of exclusion criteria”) and
- Part 3, 2 (“information for assessment of selection criteria”)

must be provided for **all** members participating in the tender.

For subcontractors (joint tenders described in case III) please refer to point 4 below. Furthermore, the questionnaire in Annex 2 must be completed.

4. SUBCONTRACTORS

Subcontracting for the purpose of the Contract is permitted.

Subcontracting is defined as the situation where a Contract has been or is to be established between the Commission and a Contractor and where the Contractor, in order to carry out that Contract, enters into legal commitments with other legal entities for performing part of the service. However, the **Commission has no direct legal commitment with the subcontractor(s)**. At the level of the liability towards the Commission, tasks provided for in the Contract may be entrusted to subcontractors, but **the Contractor retains full liability towards the Commission for performance of the Contract as a whole**.

Accordingly:

- The Commission will treat all Contractual matters (e.g. payments) exclusively with the Contractor, whether or not the tasks are performed by a subcontractor;
- The Commission will privilege direct contacts with the Contractor, who is responsible for executing the Contract;
- Under no circumstances can the Contractor avoid liability towards the Commission on the grounds that the subcontractor is at fault.

A Contract which includes subcontracting is subject to certain general conditions in particular the provisions on subcontracting, checks and audits, and confidentiality. Where justified by the subject matter of the Contract, a statement of confidentiality may be required to be submitted to the Commission. **The subcontracting arrangement between the Contractor and his subcontractor should render directly applicable all those Contractual obligations with regard to the Commission to the subcontractor.**

Consequently, the bid must clearly identify the subcontractor(s) and document their willingness to accept the tasks and their acceptance of the terms and conditions set out in part 2, point 1 above, in particular article II.20 of the standard service Contract by returning the form in Annex 2, duly filled in and signed.

Tenderers must inform the subcontractor(s) and include in their subcontracting documents that Article II.20 of the standard service Contract may be applied to subcontractors.

Once the Contract has been signed, Article II.6 of the above-mentioned service Contract must govern the subcontracting.

Any tenderer intending to subcontract more than 5% of the total annual budget of the contract to a subcontractor must also submit the documents listed below for the subcontractor concerned. The subcontractor concerned will be assessed against the exclusion criteria, including absence of conflict of interest (see Annex 5), and selection criteria.

4.1.Documents to be submitted - subcontracting

If the bid envisages subcontracting, it must include the following:

4.1.1. Administrative information and evidence for access to the Contract

1. The **questionnaire for joint bids and subcontracting** provided in Annex 2, signed by a legal representative of the tenderer. A separate copy of the second page of this questionnaire must be provided for each subcontractor, and include the following information:
 - the reasons for subcontracting;
 - the role, activities and responsibilities of each subcontractor;
 - and the volume/proportion of tasks for each subcontractor.
2. A **declaration of intent** by each sub-Contractor stating its intention to collaborate with the tenderer if the Contract is awarded to it.

4.1.2. Documents relating to the exclusion criteria

1. Subcontractors must provide the duly signed declaration on the grounds for exclusion (Annex 5). Where the value of intended subcontracting to a particular subcontractor exceeds 5% of the total annual budget of the contract, the subcontractor must if and when requested, provide all the supporting documents to the declaration as specified in part 3, point 1. Where these services represent less than the above mentioned ceiling, the

subcontractor must not be required to provide the supporting evidence. The Commission reserves the right to ask for those documents if considered necessary.

4.1.3. Documents relating to the selection criteria

1. Where the value of intended subcontracting to a particular subcontractor exceeds 5% of the total annual budget of the Contract, the sub-Contractor must provide the documents relating to financial and economic capacity as specified in part 3, point 2. Where these services represent less than above mentioned ceiling, the sub-Contractor does **not** have to provide the **documents relating to financial and economic capacity**. However, if the tenderer is relying on the capacities of the sub-Contractors to fulfil the selection criteria, as stated in the questionnaire for joint bids and sub-Contracting (Annex 2), these documents must be submitted. The Commission also reserves the right to ask for those documents in other cases if considered necessary.
2. The sub-Contractor must answer the questions in Annex 2 concerning the services it is proposing to perform.

4.1.4. Documents relating to the award criteria

The documents relating to the award criteria must be provided only by the tenderer.

5. PAYMENTS

5.1. Payments

The payments under specific contracts signed in accordance with Fixed Price Order will be paid on a lump sum basis.

Under Quoted Time and Means Orders and Intra-muros Time and Means Orders the remuneration must be payable to the Contractor only in respect of services actually rendered under a signed specific contract.

If travelling is requested, the expenses incurred will be part of the fee rates.

The payment schedule for each specific contract will depend on the price, the duration, the delivery of interim and final reports and/or deliverables.

Only one final payment will be made for specific contracts under EUR 150 000 (one hundred and fifty thousand Euro).

For specific contracts of at least 150 000 (one hundred and fifty thousand Euro) two payments may be made, with a 30% interim payment and a 70% final payment if provided by the specific contract.

An interim payment will be paid by the Commission to the Contractor within 30 calendar days of receipt of the relevant invoice, which may be submitted after the relevant interim report has been approved by the Commission. The approval of the interim report will document the delivery of an important part of the services under the specific contract.

Final payment will be paid by the Commission to the Contractor within 30 calendar days of the receipt of the final invoice related to a specific contract, which may be submitted after the relevant final report has been approved by the Commission. The approval of the final report is

considered as provisional acceptance of the services provided by the Contractor under the specific contract.

For each payment under a specific contract, be it an interim or a final payment, a performance guarantee will be constituted by the deduction of 10% of the total value of that payment. The deducted performance guarantee from an interim and a final payment shall be paid in a single payment from the Commission to the Contractor, made 30 calendar days after the Commission issues its final acceptance of all deliverables provided for under a specific contract.

The Commission shall issue its final acceptance within 90 calendar days from the day following the day it issued its provisional acceptance (approval of the final report).

The final acceptance shall be issued when the Commission is able to confirm that all deliverables are of the requisite quality and conform fully to the requirements of the specific contract and the Framework Contract.

In case the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract, the Commission will notify the Contractor thereof. The Contractor will have 30 calendar days in which to provide the deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

In case the Commission notifies the Contractor that the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract; the period of 90 calendar days for the issuing of the Commission's final acceptance will restart on the day on which the Commission receives the corrected deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

The Commission is exempt from all taxes and dues, including value added tax, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Communities with regard to its financial contribution under the Contract.

5.2. Price indexing

Unit prices must be fixed and not subject to revision for orders placed during the first two years of performance of the Framework Contract.

The Commission must purchase on the basis of the prices in force on the date on which the order was placed. The prices of the signed specific contract shall not be subject to revision.

At the beginning of the third year and every following year of the Contract, 80% of the price of this Framework Contract for each category of staff may be revised upwards or downwards, if such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which the framework contract was signed.

This revision must be determined by the trend in the harmonised consumer price index MUICP (Euro zone) published for the first time by the Office for Official Publications of the European Union in the Eurostat Monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>.

Revision must be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where

Pr = revised unit price;

Po = unit price in the original tender;

Io = index for the month corresponding to the final date for submission of tenders;

Ir = index for the month corresponding to the date of receipt of the letter requesting a revision of prices.

6. CONTENT OF THE TENDER

All tenders must be presented in **one original** and **five copies** on paper in three sections as follows:

6.1. Financial offer

- A financial offer duly dated and signed by the person authorised to sign on behalf of the organisation. The financial bid must be quoted in Euro using the template in Annex 3, including for the countries which do not form part of the Euro zone. For the tenderers of the countries which do not form part of the Euro zone, the amount of the offer cannot be revised because of exchange rate movements. The choice of exchange rate belongs to the tenderer, who assumes the risks or opportunities associated with these exchange rate movements.
- The financial offer must consist of:
 - **price quotation of daily fee rates** of the experts performing the tasks outside of the Commission premises (extra-muros) in accordance with the model provided in Annex 3 for each category of staff.
 - and
 - **price quotation of daily fee rates** of the experts performing the tasks inside the Commission premises (intra-muros) in accordance with the model provided in Annex 3 for each category of staff.
- The price for these categories of staff will then be fixed for the duration of the Framework Contract and cannot be exceeded. The price of any specific contract agreed under this Framework Contract will then be equal to those prices for each category of staff times the number of man-days provided under each category. These personnel fees must be fixed and include all costs (project management, quality control, training of the contractor's staff, support resources, etc.) and all expenditure (management of the firm, secretariat, social security, salaries, etc.) incurred directly

and indirectly by the contractor in performance of the tasks which may be entrusted to him. In particular, the personnel fees must also include the travel and subsistence costs for services provided in the contractor's premises, in the Commission's offices in Brussels and Luxembourg.

- The price will be fixed and may be subject to revision only in accordance with point 5.2 of Part II of these Tender Specifications.
- For guidance purposes, the maximum budget allocation to this Framework Contract for the 24 month period to be executed through specific contracts is fixed at **EUR 2 000 000 (two million Euro)** excluding VAT (including fees, travel and all other costs). Should the contract be renewed, the total maximum budget for the full period of 48 months will be EUR 4 000 000 (four million Euro).
- The price quotation must be signed by the tenderer or his duly authorised representative.
- The price must be quoted free of all duties, taxes and other charges (including free of VAT), as European Union is exempt from such charges under Articles 3 and 4 of the Protocol (n° 7) on the Privileges and Immunities of the European Union (OJEU C 83 of 30 March 2010). Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption. For those countries where national legislation provides an exemption by means of a reimbursement, the amount of VAT is to be shown separately. In case of doubts about the applicable VAT system, it is the tenderer's responsibility to contact his national authorities to clarify the way in which the European Union is exempt from VAT.
- The offer must remain valid for a period of **9 months**, as from the deadline for submission of offer.

6.2. Administrative offer

- An administrative information form containing information on the full name of the organisation, legal status, address, person to contact, person authorised to sign on behalf of the organisation, telephone number, and facsimile number. The form must be duly dated, signed and stamped by the person authorised to sign on behalf of the company (see annex 1).
- Tenders from consortia of firms or groups of service providers must specify the role, qualifications and experience of each member (see also part 3, points 1, 2 and 3 – exclusion, selection and award criteria). If subcontracting is envisaged, please fill in the questionnaire in Annex 2 (one questionnaire per subcontractor) clearly indicating which tasks are concerned, the % that this represents of the total value of the offer, and the name and address of the subcontractor(s) (*see Annex 2*). Furthermore, a **declaration of intent** must be submitted by each subcontractor.
- Legal entity and financial identification forms (see annex 4), proof of enrolment (certificates) in one of the professional or trade registers, in country of establishment.

- If the tenderer is a natural person; she/he will be required to provide proof of her/his status as a self-employed person. To this end she/he must supply details of her/his social security cover and situation with regards to VAT regulation.
- A declaration of the candidate's eligibility; certifying that he/she is not in one of the situations listed in articles 93 and 94 of the Financial Regulation of the European Communities (Official Journal L 390 of 30/12/2006) (see annex 5)
- Documents relating to the selection criteria (see Part 3, point 2.1. Financial and Economic capacity of these Tender Specifications)
- Duly filled in acknowledgement form (*see Annex 6*) if you wish to receive confirmation of receipt of your offer.
- Duly filled in checklist (*see Annex 17*) for complete tender file, clearly indicating on which page(s) of the offer the information can be found.
- The service provider's educational and professional qualifications and those of the firm's managerial staff and, in particular, those of the person or persons responsible for providing the services (curriculum vitae presented on the EU standard form which can be downloaded from the following address –
- <http://europass.cedefop.europa.eu/europass/home/vernav/Europasss+Documents/Europass+CV/navigate.action> **together with a consolidated overview of CVs in an excel table.**
- A list, preferably in English or French of the principal studies, services Contracts, consultancy work, surveys, publications or other work previously carried out during the past three years, indicating the name of the client and stating which, if any, were done for the European Commission.

6.3. Technical offer

- A technical offer with the understanding, methodology, project management and availability of experts needed to fulfil the requirements mentioned in Part 1, point 3 must be submitted. The tender should give indications on the methodology used in the work that will be undertaken and on its appropriateness for this purpose. It should also give indications on the data to be used and their reliability.
- Each tender must cover all the tasks as described in Part 1, point 3. Bidding for only part of the tasks is explicitly forbidden and will lead to the exclusion of the tender.
- For the purposes of the evaluation of the bids the tenderer should propose its understanding, methodology, project management and experts needed to fulfil the requirements set out in point 3.3. of Part 1 for the specific illustrative assignment. The tender should give indications on the methodology that would be used to carry out each of the tasks and on its appropriateness for this purpose, in conformity with the guidelines included in the approach. The tender should also give indications on the data to be used and their reliability. Also, the roles of the team chosen for the specific

illustrative assignment should be set out along with how the project would be managed.

- The maximum number of pages allowed for the technical offer (including the general understanding, methodology, project management, availability and the proposed implementation of the illustrative assignment) is 30 pages, not including the administrative annexes (e.g. CVs, table of reference projects, references from other project customers). Any offer that exceeds this will get penalty points under the heading "Understanding" of the award criteria. Avoid enclosing glossy folders. The technical offer must contain a comprehensive table of contents with reference to all of its key sections and administrative annexes.
- In relation to the undertaking of the Framework Contract in general (i.e. not just the specific illustrative assignment provided for the purpose of the award procedure), the tender should detail the competence, experience and the means at his disposal which would allow the framework contract to be carried out. A list of the most relevant previous work carried out over the past 3 years should be included as well as all necessary proof required by Part 1, point 4 in relation to Part 3 point 2 and point 3.

PART 3: ASSESSMENT AND AWARD OF A CONTRACT

The assessment will be based on each tenderer's bid.

All the information will be assessed in the light of the criteria set out in these specifications. The procedure for the award of the Contract will concern only admissible bids and it will be carried out in three successive phases. The first step is to check that the tenderers are not excluded in any way from taking part in the tender procedure. The second step is to check the tenderer's capacity (financial and technical) to perform the Contract and the final step is to assess the quality of the offers against the award criteria for each offer that has passed the exclusion and selection phase.

In the case of joint tenders, the exclusion, selection and award criteria will be applicable to all the members of the consortium. The same principle will also be applied in the case where there are subcontractors. The bid must clearly identify the subcontractors and document their willingness to accept the tasks and thus acceptance of the terms and conditions set out in Part 2.1. Tenderers must inform the subcontractors that Article II.20 of the standard Contract will be applied to them. Once the Contract has been signed, Article II.6 of the above mentioned Contract must govern subcontractors.

1. EXCLUSION CRITERIA

Tenderers must declare on their honour that they are not in one of the situations referred to in articles 93 and 94 a) of the Financial Regulation. Tenderers or their representatives must therefore fill in and sign the form in Annex 5 to these specifications. Hereby agreeing to submit to the Commission, **if and when requested to do so**, those certificates or documents demonstrating that the tenderer is not in any of the situations described under points (a), (b), (d) and (e) below:

These articles are as follows:

Article 93:

1. Candidates or tenderers must be excluded if:

- (a) they are bankrupt or being wound up, are having their affairs administered by the court, 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 judgment 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 judgment 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 are not a subject of the 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.

Article 94

A Contract must not be awarded to candidates or tenderers who, during the procurement procedure for this Contract:

- (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 procurement procedure or fail to supply this information;
- (c) find themselves in one of the situations of exclusion, referred to in Article 93(1), for this procurement procedure.

2. SELECTION CRITERIA

Only those tenders fulfilling all the selection criteria will be examined in the light of the award criteria. The selection criteria are set out below

2.1. Financial and economic capacity

Financial and economic capacity should be shown by means of the following:

- The tenderer must have achieved the minimum turnover of EUR 3 000 000 (three million Euro) per year for each of the last three years for which its accounts have been closed. In case of a consortium the threshold will be verified on the combined level of the consortium (excluding the subcontractors). In case of participation of group members, e.g. local affiliates of international companies, figures of the entire group will only be taken into account where the guarantee is provided by the parent company to assure the obligations of its affiliate under this Framework Contract in the event of the affiliate's inability to meet its obligations under this Framework Contract.
- A simplified balance sheet and profit and loss account, exclusively based on the Annex 6 form attached to these specifications must be submitted by the tenderer;

In the event that the tenderer – for valid reasons which must be communicated to the Commission - is unable to complete the form as proposed above one of the following alternatives would be acceptable

- a. financial statements for the last three financial years for which its accounts have been closed;

OR

- b. other substantiating documents if the candidate or tenderer cannot, for valid reasons, provide those indicated above

2.2. Technical and professional competence:

The tenderer must prove that it has sufficient technical and professional capacity to perform this Framework Contract. To that end, it must demonstrate that it fulfils the following criteria in connection to the requirements set out in Part 1, point 4 of these Tender Specifications:

2.2.1. Technical and professional capacity of the tenderer:

- a) The tenderer must have the organisational structure, infrastructure environment and quality control mechanisms (certifications, conformity to standards) to allow the delivery of the required services in accordance with the requirements set out in Part 1, point 4.1.
- b) Over the period 2009-2011 the tenderer must have implemented at least one project with a team of at least 15 experts in the area of development of high value transaction systems, demanding high security requirements. The specific requirements of these projects are specified in Part 1, point 4.1.
- c) The tenderer must provide a reference list of all relevant previous projects, indicating the start and end dates, budgets, man-days, customers (public or private) together with references from its relevant customers for the respective projects.

2.2.2. Professional capacity of the tenderer's staff:

- a) The tenderer must demonstrate that it fulfils all requirements as set out in Part 1, point 4.2. of these Tender Specifications regarding the experts required for each category of staff in terms of number of experts, as well as their required education, qualifications and experience. The Curriculum Vitae (CVs) of all proposed experts to work under this Framework Contract must be presented in the tender.

2.2.3. Combined experience of the tenderer and its proposed staff

The Contractor must demonstrate that at least one expert per profile category indicated as key staff in Part 1, point 4.2, has participated in at least one relevant previous project implemented by the tenderer over the past three years as referred to under Part 3, point 2.2.1.

2.3. Authorisation to perform the Contract

- A tenderer must prove that he is authorised to perform the Contract under national law, as evidenced by inclusion in a trade or professional register, or a sworn declaration or certificate, membership of a specific organisation, express authorisation or entry in the VAT register.

2.4. Access to the market

- A tenderer must indicate in which State they have their headquarters or domicile and to present the supporting evidence normally acceptable under their own law.

3. AWARD CRITERIA

The Contract will be awarded to the most cost-effective tender. The following award criteria will be applied:

Award criteria 1 – Understanding (maximum points 30)

This criterion is used to assess the degree to which the tender shows a clear understanding of the objectives and tasks to be provided in accordance with the requirements of these specifications indicated under Part 1, point 3.

Award criteria 2 – Methodology (maximum points 40)

This criterion assesses the suitability and strength of the proposal as measured against the requirements of these specifications, indicated under Part 1, point 3, in terms of the technical content, completeness, originality of ideas and proposed effort.

Award criteria 3 – Project management and availability (maximum points 30)

The organisation of the team with a view to managing the framework contract in general and the availability of the resources for the whole framework contract in accordance with the requirements of these specifications indicated under Part 1, points 3 and 4, will be evaluated under this criterion.

Since assessment of the tenders will be based on the quality of the proposed services, tenders should elaborate on all points addressed by these specifications in order to score as many points as possible. The mere repetition of mandatory requirements set out in these specifications, without going into details or without giving any added value, will only result in a very low score. In addition, if certain essential points of these specifications are not expressly covered by the tender, the Commission may decide to give a zero mark for the relevant qualitative award criteria.

The assessment of the tenders against the award criteria will be made taking into account the entire technical offer with the proposed understanding, methodology, project management and availability both in general and for the specific illustrative assignment.

4. POINTS

A points system to evaluate the award criteria relating to the technical value of the offers will be applied.

A maximum of 30 points will be attributed to criterion 1, a maximum of 40 points will be attributed to criterion 2, and a maximum of 30 points will be attributed to criterion 3.

- Technical sufficiency levels: Selected companies will have to score a minimum of 18, 24 and 18 points under criteria 1, 2 and 3 respectively, with a minimum total of 65 points.

Ranking will be done on the basis of the best value for money, which will be calculated as follows:

- All bids that do not reach the stated technical sufficiency levels for each individual award criteria will not be considered for contract award.
- All bids that have passed the individual levels and a total of 65 points or higher are deemed to be technically sufficient.

5. RANKING OF THE TENDERS AND AWARD OF THE CONTRACT

Having examined the tenders from a technical point of view, the evaluation committee will proceed with the financial comparison of the tenders retained for further consideration according to the ranking procedure below.

The bid offering the best value for money will be chosen, provided that the maximum value of the Quality-Price ratio is achieved. The ranking of the tenders will be calculated as follows:

All bids that do not reach the stated technical sufficiency levels for each individual award criteria will not be considered for Contract award.

All bids that have passed the individual levels and total score of 65 points or higher in the technical evaluation are deemed to be technically sufficient. Then in order to obtain the Quality-Price ratio, the following formula is applied, where the weighting of the total technical score against the price is 70/30 in the overall Quality-Price ratio:

$$\text{Quality-Price Ratio of tenderer X} = \frac{\text{Cheapest price}}{\text{Price of tenderer X}} * 30 + \frac{\text{Total quality score of tenderer X}}{100} * 70$$

The Price for each tenderer is calculated as per the following formula, where only the individual price per category of staff will be taken into account separately for extra-muros and intra-muros experts with their respective weighting:

$$\text{Price of tenderer X} = \Sigma(P_{e1} * R_{e1} + \dots + P_{e15} * R_{e15}) * R_e + \Sigma(P_{i1} * R_{i1} + \dots + P_{i15} * R_{i15}) * R_i$$

Where the following symbols are used:

	PROFILES – extra-muros	Formula symbol for the price per man-day per category (P_{en})	Weighed ratio for the price per man-day per category (R_{en})
1	Project Manager (PM) – key staff	P_{e1}	$R_{e1}=0,09$
2	Senior Analyst (SA) – key staff	P_{e2}	$R_{e2}=0,08$
3	User requirements analyst (URA)	P_{e3}	$R_{e3}=0,05$
4	Senior Architect (SAR) – key staff	P_{e4}	$R_{e4}=0,08$
5	Architect (AR)	P_{e5}	$R_{e5}=0,05$
6	User Interface Designer (UID)	P_{e6}	$R_{e6}=0,05$
7	Senior Analyst-Programmer (SAP) – key staff	P_{e7}	$R_{e7}=0,08$
8	Analyst-Programmer (AP) – key staff	P_{e8}	$R_{e8}=0,08$
9	Security Architect – Senior Forensic Expert (SAF) – key staff	P_{e9}	$R_{e9}=0,08$
10	Security Expert – Confirmed Forensic Expert (SEF)	P_{e10}	$R_{e10}=0,05$
11	Programmer (PR)	P_{e11}	$R_{e11}=0,05$
1	Technical Writer (TW)	P_{e12}	$R_{e12}=0,05$
13	Test Coordinator (TC) – key staff	P_{e13}	$R_{e13}=0,08$
14	Tester (TE)	P_{e14}	$R_{e14}=0,05$
15	Support Coordinator (SC) – key staff	P_{e15}	$R_{e15}=0,08$

The overall weighting ratio for the sum of the weighted prices for extra-muros experts is 0,70 ($R_e=0,70$).

	PROFILES – intra-muros	Formula symbol for the price per man-day per category (P_{in})	Weighed ratio for the price per man-day per category (R_{in})
1	Project Manager (PM) – key staff	P_{i1}	$R_{i1}=0,09$
2	Senior Analyst (SA) – key staff	P_{i2}	$R_{i2}=0,08$
3	User requirements analyst (URA)	P_{i3}	$R_{i3}=0,05$
4	Senior Architect (SAR) – key staff	P_{i4}	$R_{i4}=0,08$
5	Architect (AR)	P_{i5}	$R_{i5}=0,05$
6	User Interface Designer (UID)	P_{i6}	$R_{i6}=0,05$
7	Senior Analyst-Programmer (SAP) – key staff	P_{i7}	$R_{i7}=0,08$
8	Analyst-Programmer (AP) – key staff	P_{i8}	$R_{i8}=0,08$
9	Security Architect – Senior Forensic Expert (SAF) – key staff	P_{i9}	$R_{i9}=0,08$
10	Security Expert – Confirmed Forensic Expert (SEF)	P_{i10}	$R_{i10}=0,05$
11	Programmer (PR)	P_{i11}	$R_{i11}=0,05$
1	Technical Writer (TW)	P_{i12}	$R_{i12}=0,05$
13	Test Coordinator (TC) – key staff	P_{i13}	$R_{i13}=0,08$
14	Tester (TE)	P_{i14}	$R_{i14}=0,05$
15	Support Coordinator (SC) – key staff	P_{i15}	$R_{i15}=0,08$

The overall weighting ratio for the sum of the weighted prices for intra-muros experts is 0,30 ($R_i=0,30$).

The award of the Contract will be made in accordance with the highest Price-Quality Ratio.

6. OPENING OF TENDERS

The tenders received will be opened on **30/05/2012 at 10h30** in the Commission building at **Avenue de Beaulieu 5, B-1160 Brussels**.

One authorised representative of each tenderer (with proof of identity) may attend the opening of tenders (no expenses paid). Please inform clima-tenders@ec.europa.eu of the name of the attendee in advance of the opening.

7. INFORMATION FOR TENDERERS

After the award decision has been taken, the Commission will inform the tenderers including the grounds for any decision not to award a Contract or to recommence the procedure.

LIST OF ABBREVIATIONS:

CERs	Certified Emission Reductions under the Kyoto Protocol Clean Development Mechanism;
CET	Central European Time;
CITL	Community Independent Transaction Log;
DG CLIMA	Directorate-General Climate Action of the European Commission;
DIGIT	Directorate-General for Informatics of the European Commission;
EEA EFTA MSs	Iceland, Lichtenstein and Norway;
ERUs	Emission Reduction Units under of the Kyoto Protocol Joint Initiative Projects; Directive 2003/87/EC of 13 October 2003 establishing a scheme for greenhouse gas emission allowance trading within the Community (OJ L 275, 25.10.2003, p. 32);
ETS Directive	
EU	European Union;
EU ETS	European Union scheme for greenhouse gas emission allowance trading;
EUTL	EU Transaction Log;
ITL	United Nations International Transaction Log, administered by the United Nations Framework Convention of Climate Change;
KP	Kyoto Protocol;
MSs	Member States;
QTM	Quoted Time & Means;
XL	Xland of the illustrative example;
XL ETS	Emission Trading Scheme of Xland;
XLTL	Xland Transaction Log;
PM	Project Manager;
SA	Senior Analyst;
URA	User requirements analyst;
SAR	Senior Architect;
AR	Architect;
UID	User Interface Designer;
SAP	Senior Analyst-Programmer;
AP	Analyst-Programmer;
SAF	Security Architect – Senior Forensic Expert;
SEF	Security Expert – Confirmed Forensic Expert;
PR	Programmer;
TW	Technical Writer;
TC	Test Coordinator;
TE	Tester;
SC	Support Coordinator.

ANNEX 1: ADMINISTRATIVE INFORMATION FORM

Organisation or individual:

NAME:

ADDRESS:

Address where contract should be sent (if different from above):

.....

PERSON AUTHORISED TO SIGN CONTRACT:

Name and position:

PERSON FOR ROUTINE CONTACT:

Name and position:

Address:

Telephone and fax number:

Signature of Tenderer

ANNEX 2: QUESTIONNAIRE FOR JOINT BIDS AND SUBCONTRACTING

This questionnaire should only be completed if your tender involves a joint bid or subcontracting.

Joint bid (refer to part 2, point 3)

1. Does your bid involve more than one tenderer? Yes No

Questions 2 - 4 must be answered only if you have answered yes to question 1.

2. Please fill in the name of the company having power of attorney for the group of tenderers and acting as a co-ordinator:

3. Please fill in the names of the other companies taking part in the joint offer:

4. If a consortium or similar entity exists, please fill in the name and the legal status of the entity:

Subcontracting (refer to part 2, point 4)

5. Does your bid involve subcontracting? Yes No

If the answer is yes, please complete question 6, and the next page per subcontractor.

6. List of sub-Contractors:

.....

.....

.....

Reasons, roles, activities and responsibilities of subcontractors.

Please complete this page for each subcontractor (one page per subcontractor):

Name of the subcontractor:

.....

Official legal form:

.....

Country of registration:

.....

Statutory registration number:

.....

(Internet address, if applicable):

.....

Official address in full:

.....

.....

Contact person:

.....

Telephone number:

.....

Reasons for subcontracting:

.....

Role, activities and responsibilities of the subcontractor:

.....

The volume or the proportion of the subcontracting:

.....

.....

Signature:

ANNEX 3: FINANCIAL OFFER TEMPLATE

Price per man-day to be part of the Framework Contract

The cost per man-day is unique per category and includes all types of overheads. Different price options will not be accepted and will entail the refusal of the offer. Amounts must be quoted in EURO. Prices must be fixed amounts and be calculated exclusive of all duties and taxes.

	PROFILES – extra-muros	Price per man-day in EUR
1	Project Manager (PM) – key staff	
2	Senior Analyst (SA) – key staff	
3	User requirements analyst (URA)	
4	Senior Architect (SAR) – key staff	
5	Architect (AR)	
6	User Interface Designer (UID)	
7	Senior Analyst-Programmer (SAP) – key staff	
8	Analyst-Programmer (AP) – key staff	
9	Security Architect – Senior Forensic Expert (SAF)	
10	Security Expert – Confirmed Forensic Expert (SEF)	
11	Programmer (PR)	
1	Technical Writer (TW)	
13	Test Coordinator (TC) – key staff	
14	Tester (TE)	
15	Support Coordinator (SC) – key staff	

	PROFILES – intra-muros	Price per man-day in EUR
1	Project Manager (PM) – key staff	
2	Senior Analyst (SA) – key staff	
3	User requirements analyst (URA)	
4	Senior Architect (SAR) – key staff	
5	Architect (AR)	
6	User Interface Designer (UID)	
7	Senior Analyst-Programmer (SAP) – key staff	
8	Analyst-Programmer (AP) – key staff	
9	Security Architect – Senior Forensic Expert (SAF)	
10	Security Expert – Confirmed Forensic Expert (SEF)	
11	Programmer (PR)	
1	Technical Writer (TW)	
13	Test Coordinator (TC) – key staff	
14	Tester (TE)	
15	Support Coordinator (SC) – key staff	

Signature of Tenderer

.....

Date

.....

When receiving a Fixed Price or Quoted Time and Means Order for a specific assignment, the Contractor can freely propose in his specific offer, the total number of man-days per category of staff he deems necessary to fulfil the given specifications, which then has to be submitted to the Commission for approval. When receiving Times and Means order for intra-muros experts, the Contractor must comply with the requirements set by the Commission regarding the man-days per category of staff as required by the Commission.

ANNEX 4: LEGAL ENTITY AND FINANCIAL IDENTIFICATION FORMS

These forms can be downloaded from

http://ec.europa.eu/budget/Contracts_grants/info_Contracts/legal_entities/legal_entities_en.cfm
(Legal entity form)

http://ec.europa.eu/budget/Contracts_grants/info_Contracts/financial_id/financial_id_en.cfm
(financial identification form)

ANNEX 5: DECLARATION OF HONOUR WITH RESPECT TO THE EXCLUSION CRITERIA AND ABSENCE OF CONFLICT OF INTEREST

**Declaration of honour with respect to
the Exclusion Criteria and absence of conflict of interest**

The undersigned [*name of the signatory of this form, to be completed*]:

☐ in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator¹⁰*)

or

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

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents / he/she:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the Contracting authorities can justify;

¹⁰ To be used depending on the national legislation of the country in which the candidate or tenderer is established and where considered necessary by the Contracting authority (see art. 134(4) of the Implementing Rules).

- d) has fulfilled 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 carried out;
- e) has not 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) is not a subject of the 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.

In addition, the undersigned declares on their honour:

- g) they have 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 affinities, family or emotional ties or any other relevant connection or shared interest;
- h) they 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) they have not made and will not make any offer of any type whatsoever from which an advantage can be derived under the Contract;
- j) they have not granted and will not grant, have not sought and will not seek, have not attempted and will not attempt to obtain, and have not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to award of the Contract;
- k) that the information provided to the Commission within the context of this invitation to tender is accurate, sincere and complete;
- l) that in case of award of Contract, they must provide upon request the evidence that they are not in any of the situations described in points a, b, d, e above.

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, 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.]

By signing this form, the undersigned acknowledges that they have been acquainted with the administrative and financial penalties described under art 133 and 134 b of the Implementing Rules (Commission Regulation 2342/2002 of 23/12/02), which may be applied if any of the declarations or information provided prove to be false.

Full name

Date

Signature

ANNEX 6: FINANCIAL CAPACITY FORM (IN SEPARATE EXCEL TABLE)

Explanation – please read carefully before completing the financial capacity form (in a separate [excel table](#))

How to complete Annex 6

Simplified balance sheet and profit and loss account

Annex 6 has to be completed by all private tenderers (and their partners in case of a consortium).

Tenderers considered as public bodies or international organisations must not complete this form. Private tenderers must indicate if they are profit making or non profit making companies/organisations.

The purpose of this form is to collect financial data based on your company's/organisation's balance sheets. Please find below a correspondence table giving an explanation on the regrouping of different accounts with respect to the 4th Accounting Directive.

You should carefully complete this form. Given its complexity, we advise you to have the form completed by a professional accountant or an auditor. The data reported will be used to evaluate the financial viability of the company/organisation. Therefore it is very important that data reported are accurate. The Commission may wish to cross check the data with those reported in the official certified accounts.

The amounts have to be filled in euros (for financial statements established in other currencies please refer to EC InforEuro exchange rates available on <http://ec.europa.eu/budget/inforeuro/index.cfm?fuseaction=home&SearchField=&Period=2003-9&Delim=,&Language=en> according to the closing date of the statement)

Abbreviation $t-1$ and $t0$

The abbreviation $t0$ represents the last certified historical balance sheet and profit and loss account; $t-1$ is the balance sheet prior to the last certified one. Consequently, the *closing date $t0$* is the closing date of the last certified historical balance sheet; the *closing date $t-1$* is the closing date of the balance sheet prior to the last one. *Duration $t0$* is the number of months covered by the last historical balance sheet. *Duration $t-1$* is the number of months covered by the previous certified historical balance sheet.

Results

The data submitted will be used to calculate the following ratios:

1) *Quick Ratio = Current assets-Stocks-Debtors > 1year / Short term debt (bank and non bank)*

indicates if the tenderer could face his short terms obligations

2) *GOP Ratio= Interest / GOP*

compares the interest paid with the gross operation profit (Autonomy)

3) *Profitability (1) = GOP / Turnover*

measures the risk of the company in its business cycle (proportion of the economic surplus generated by the business activity)

4) *Profitability (2) = NOP (i.e. GOP - depreciation) / Turnover*

measures the risk of the company in its business cycle (after depreciation)

5) *Solvency = Total debt / Equity*

shows the proportion of external financing of the company (independence of the tenderer from external financing)

**** Activity ratio : *Contract amount by year / turnover***

determines the importance of the market for the tenderer and its ability to manage the complementary volume of activity

The financial data will be used to assess the applicant's liquidity, solvency, financial profitability, and the ability to meet obligations and manage the complementary volume of activity. Financial capacity assessment must guarantee a selection of tenderers with sound and sufficient financial resources allowing them to run their activities over the period of implementation of the Contract. In cases where the financial performance of the applicant is not stable, the Commission may seek to safeguard the interest of the European Union by asking for a guarantee from a bank or financial institution equal to the amount of the pre-financing payment.

BALANCE SHEET

ASSETS

1. Subscribed capital unpaid

2. Fixed assets

2.1. Intangible fixed assets

CORRESPONDANCE 4th ACCOUNTING DIRECTIVE

ASSETS / 4th ACCOUNTING DIRECTIVE (Article 9)

A. Subscribed capital unpaid

C. Fixed Assets

B. Formation expenses as defined

by national law

C. I. Intangible fixed assets

A. Subscribed capital unpaid (including called capital)

B. Formation expenses as defined by national law

C.I.1. Cost of research and development

C.I.2. Concessions, patents, licences, trade marks and similar rights and assets, if they were: (a) acquired for valuable consideration and need not be shown under C (I) (3); or (b) created by the undertaking itself

		C.I.3. Goodwill, to the extent that it was acquired for valuable consideration
		C.I.4. Payments on account
2.2. Tangible fixed assets	C.II.Tangible fixed assets	C.II.1. Land and buildings
		C.II.2. Plant and machinery
		C.II.3. Other fixtures and fittings, tools and equipment
		C.II.4. Payment on account and tangible assets in course of construction
2.3. Financial assets	C.III.Financial assets	C.III.1.Shares in affiliated undertakings
		C.III.2. Loans to affiliated undertakings
		C.III.3. Participating interests
		C.III.4.Loans to undertakings with which the compagy is linked by virtue of participating interest
		C.III.5.Investments held as fixed assets
		C.III. 6. Other loans
		C.III.7. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value)
3. Current assets	D. Currents assets	
3.1. Stocks	D.I.Stocks	D.I.1. Raw materials and consumables
		D.I.2. Work in progress
		D.I.3. Finished products and goods for resale
		D.I.4 Payment on account
3.2.1. Debtors due after one Year	D.II. Debtors, due and payable after more than one year	D.II.1. Trade debtors
		D.II.2. Amounts owed by affiliated undertakings
		D.II.3. Amounts owed by undertakings with which the compagny is linked by virtue of participating interest
		D.II.4. Others debtors
		D.II.6. Prepayments and accrued income
3.2.2. Debtors due within one year	D.II. Debtors due and payable within a year	D.II.1. Trade debtors
		D.II.2. Amounts owed by affiliated undertakings
		D.II.3. Amounts owed by undertakings with which the compagny is linked by virtue of participating interest
		D.II.4. Others debtors
		D.II.6. Prepayments and accrued income
3.3. Cash at bank and in hand	D.IV. Cash at bank and in hand	D.IV. Cash at bank and in hand

3.4. Other current assets	D.III Investments	D.III.1. Shares in affiliated undertakings
		D.III.2. Own shares (with an indication of their nominal value or, in the absence of a nominal value, their accounting par value)
		D.III.3. Other investments

Total assets

Total assets

LIABILITIES

4. Capital and reserves

4.1. Subscribed capital

4.2. Reserves

4.3. Profit and loss brought forward from the previous years

4.4. Profit and loss for the Financial year

5. Creditors

5.1.1 Long term non-bank debt

LIABILITIES / 4th ACCOUNTING DIRECTIVE (Article 9)

A. Capital and reserves

A.I. Subscribed capital

A.II. Share premium account

A.III. Revaluation reserve

A.IV. Reserves

A.V Profit and loss brought forward from the previous years

A.VI. Profit or loss for the financial year

C. Creditors

B. Provisions for liabilities and charges (> one year)

C. Creditors (> one year)

A.I. Subscribed capital

A.II. Share premium account

A.III. Revaluation reserve

A.IV.1. Legal reserve, in so far as national law requires such a reserve

A.IV.2. Reserve for own shares

A.IV.3. Reserves provided for by the articles of association

A.IV.4. Other reserves

A.V Profit and loss brought forward from the previous years

A.VI. Profit or loss for the financial year

B.1. Provisions for pensions and similar obligations

B.2. Provisions for taxation

B.3. Other provisions

C.1. Debenture loans, showing convertible loans separately

C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks

C.4. Trade creditors

		C.6. Amounts owed to affiliated undertakings
		C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests
		C.8. Other creditors including tax and social security
		C.9. Accruals and deferred income
5.2.1. Long term bank debt	C. Creditors "credit institutions" (> one year)	C.2. Amounts owed to credit institutions
		C.5. Bills of exchange payable
5.1.2. Short term non-bank debt	B. Provisions for liabilities and charges (= one year)	B.1. Provisions for pensions and similar obligations
		B.2. Provisions for taxation
	C. Creditors (= one year)	B.3. Other provisions
		C.1. Debenture loans, showing convertible loans separately
		C.3. Payments received on account of orders in so far as they are not shown separately as deductions from stocks
		C.4. Trade creditors
		C.6. Amounts owed to affiliated undertakings
		C.7. Amounts owed to undertakings with which the company is linked by virtue of participating interests
		C.8. Other creditors including tax and social security
		C.9. Accruals and deferred income
5.2.2. Short term bank debt	C. Creditors "credit institutions" (= one year)	C.2. Amounts owed to credit institutions
		C.5. Bills of exchange payable
Total liabilities	Total liabilities	

PROFIT AND LOSS ACCOUNT

PROFIT AND LOSS ACCOUNT / 4TH ACCOUNTING DIRECTIVE (Article 23)

6. Turnover

1. Net turnover

1. Net turnover

7. Variation in stocks

2. Variation in stock of finished goods and in work in progress

2. Variation in stocks of finished goods and in work in progress

8. Other operating income

3. Work performed by the undertaking for its own purposes and capitalized.

3. Work performed by the undertaking for its own purposes and capitalized

4. Other operating income

4. Other operating income

9. Costs of material and consumables

5. (a) Raw materials and consumables

5. (a) Raw materials and consumables

5. (b) Other external charges

5. (b) Other external charges

10. Other operating charges

8. Other operating charges

8. Other operating charges

11. Staff costs

6. Staff costs

6. (a) Wages and salaries

6. (b) social security costs, with a separate indication of those relating to pensions

12. Gross operating profit

Gross operating profit .

13. Depreciation and value adjustments on non financial assets

7. Depreciation and value adjustments on non financial assets

7. (a) Value adjustments in respect of formation expenses and of tangible and intangible fixed assets

7. (b) Value adjustments in respect of current assets, to the extent that they exceed the amount of value adjustments which are normal in the undertaking concerned

14. Net operating profit

Gross operating profit - Depreciation and value adjustments on non-financial assets

15. Financial income and value adjustments on financial assets

Financial income and value adjustments on financial assets

9. Income from participating interests

10. Income from other investments and loans forming part of the fixed assets

11. Other interest receivable and similar income

12. Value adjustments in respect of financial assets and of investments held as current assets

16. Interest paid	Interest paid	13. Interest payable and similar charges
17. Similar charges	Similar Charges	
18. Profit or loss on Ordinary activities	Profit or loss on ordinary activities	15. Profit or loss on ordinary activities after taxation
19. Extraordinary income and Charges	Extraordinary income and charges	16. Extraordinary income
20. Taxes on profits	Taxes	17. Extraordinary charges
		14. Tax on profit or loss on ordinary activities
		19. Tax on extraordinary profit or loss
		20. Other taxes not shown under the above items
21. Profit or loss for the Financial year	Profit or loss for the financial year	21. Profit or loss for the financial year

ANNEX 7: ACKNOWLEDGEMENT FORM



EUROPEAN COMMISSION

DIRECTORATES-GENERAL

ENVIRONMENT AND CLIMATE ACTION

(Please fill in your address)

ACKNOWLEDGEMENT OF YOUR TENDER

Our reference: CLIMA.B.1/FRA/2012/0007

Your reference:

We wish to confirm the receipt and opening of your offer¹. Your offer will now be evaluated by the Commission and its experts. You will be informed of the result in due course.

We thank you for your interest.

MarketsTeam
SRD.2

¹ Your personal contact data has been recorded in a database used by the Markets Team of unit SRD.2 for the administrative management of offers. The Commission is bound by Regulation 45/2001 on the protection of individuals with regard to the processing of personal data by the Union institutions and bodies. For more information, and to exercise your rights to access and eventually correct data concerning you, please don't hesitate to contact us.

ANNEX 8: MODEL CONTRACT FOR THE FRAMEWORK CONTRACT



EUROPEAN COMMISSION
DIRECTORATE GENERAL CLIMATE ACTION
Directorate B – European and International Carbon Markets

The Director

FRAMEWORK SERVICE CONTRACT

CONTRACT NUMBER – *[complete]*

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by **Ms XX, Director for European and International Carbon Markets Directorate in the Directorate-General for Climate Action of the Commission**

of the one part,

and

[official name in full]

[official legal form]

[statutory registration number]

[official address in full]

[VAT registration number]

(hereinafter referred to as "the Contractor"), *[represented for the purposes of the signature of this contract by [forename, surname and function,]]*

[The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.]

of the other part,

HAVE AGREED

the **Special Conditions** and the following Annexes and Specific Contract:

- Annex I**
- (a) General Conditions
 - (b) Model Order Forms and Model Specific Contracts,
 - (c) *Statement of Contractor concerning right to delivered result, Statement of creator/intermediary in delivery*
- Annex II –** Tender Specifications (Invitation to Tender No *[complete]* of *[insert date]*)

Annex III – Contractor's Tender (No [complete] of [insert date])

[Other Annexes]

which form an integral part of this contract (hereinafter referred to as “the Contract”).

- The terms set out in the Special Conditions shall take precedence over those in the other parts of the Contract.
- The terms set out in the General Conditions shall take precedence over those in the model order form and model specific contract (Annex I)
- The terms set out in the model order form and model specific contract (Annex I) shall take precedence over those in the other Annexes.
- The terms set out in the Tender Specifications (Annex II) shall take precedence over those in the Tender (Annex III).
- The terms set out in the Contract shall take precedence over those in the order forms and specific contracts.
- The terms set out in the specific contracts shall take precedence over those in the Requests for Services.
- The terms set out in the Requests for Services shall take precedence over those in the specific tenders.

Subject to the above, the several instruments forming part of the Contract are to be taken as mutually explanatory. Ambiguities or discrepancies within or between such parts shall be explained or rectified by a written instruction issued by the Commission, subject to the rights of the Contractor under Article I.7 should he dispute any such instruction.

I – SPECIAL CONDITIONS

ARTICLE I.1 – SUBJECT

- I.1.1** The subject of the Contract is relating to the provision of services in the field of development and maintenance of the Information System of the EU Emission Trading Scheme.
- I.1.2** Signature of the Contract imposes no obligation on the Commission to purchase. Only implementation of the Contract through order forms and specific contracts is binding on the Commission.
- I.1.3** Once implementation of the Contract has commenced, the Contractor shall provide the services in accordance with all terms and conditions of the Contract.

ARTICLE I.2 – DURATION

- I.2.1** The Contract shall enter into force on the date on which it is signed by the last contracting party.
- I.2.2** Under no circumstances may implementation commence before the date on which the Contract enters into force. Execution of the tasks may under no circumstances begin before the date on which the order form or specific contract enters into force.
- I.2.3** The Contract is concluded for a period of 24 months with effect from the date on which it enters into force. This contractual period and all other periods specified in the Contract are calculated in calendar days unless otherwise indicated.
- I.2.4** The order forms or specific contracts shall be returned signed before the Contract to which they refer expires.

The Contract shall continue to apply to such order forms and specific contracts after its expiry. They shall be executed no later than 6 months.

I.2.5 Contract renewal

The Contract shall be renewed automatically 1 time under the same conditions, unless written notification to the contrary is sent by one of the contracting parties and received by the other before expiry of the period indicated in Article I.2.3. Renewal does not imply any modification or deferment of existing obligations.

ARTICLE I.3 – CONTRACT PRICES

- I.3.1** The maximum amount of the Contract shall be **EUR 2.000.000 (two million euro)**. The indicative prices of the specific contract services shall be as stated in Annex II.

The price indicated in the specific contract or order form covers any fees payable to the Contractor in relation to the vesting of rights in the Union and where applicable the transfer of rights to the Union and any use of the results by the Commission.
- I.3.2** Prices shall be expressed in EUR.

I.3.3 Price revision

Prices shall be fixed and not subject to revision for implementation during the first year of duration of the Contract.

At the beginning of the third and every following year of the Contract, 80% of each price may be revised upwards or downwards, if such revision is requested by one of the contracting parties by registered letter no later than three months before the anniversary of the date on which it was signed. The Commission shall purchase on the basis of the prices in force on the date on which order forms or specific contracts are signed. Such prices shall not be subject to revision.

This revision shall be determined by the trend in the harmonised indices of consumer prices (HICP) “MUICP”: *(euro area) for contracts expressed in euro (as a general rule)*; published for the first time by [the Publications Office of the European Union in the Eurostat monthly 'Data in Focus' publication at <http://www.ec.europa.eu/eurostat/>].

Revision shall be calculated in accordance with the following formula:

$$Pr = Po \left(0,2 + 0,8 \frac{Ir}{Io} \right)$$

where:

- Pr = revised price;
- Po = price in the original tender;
- Io = index for the month [in which the validity of the tender expires] [corresponding to the final date for submission of tenders];
- Ir = index for the month [corresponding to the date of receipt of the letter requesting a revision of prices] [in which the revised prices take effect]].

ARTICLE I.4 – PAYMENTS AND IMPLEMENTATION OF THE CONTRACT

I.4.1 Single framework contract – specific contracts

Within 10 working days of an order form or a request for services being sent by the Commission to the Contractor, the Commission shall receive the completed order form or a specific tender back, duly signed and dated.

Within 15 working days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly signed and dated.

The period allowed for the execution of the tasks shall start to run on the date indicated in the specific contract.

Only one final payment will be made for specific contracts under EUR 150 000 (one hundred and fifty thousand euro).

For specific contracts of at least 150 000 (one hundred and fifty thousand euro) two payments may be made, with a 30% interim payment and a 70% final payment if provided by the specific contract.

I.4.2 Interim payment

The Contractor shall submit an admissible invoice, indicating the reference number of the Contract and of the order form or specific contract to which it refers, for an interim payment equal to **30 %** of the total price referred to in the relevant order form or specific contract.

Invoices for interim payment shall be admissible if accompanied by a progress report in accordance with the instructions laid down in the relevant specific contract.

The Commission shall have forty-five calendar days from receipt to approve or reject the progress report, and the Contractor shall have thirty calendar days in which to submit additional information or a new progress report.

Provided the deliverable/progress report has been approved, the Commission shall have thirty calendar days from the date of receipt of the relevant invoice to pay an interim payment.

I.4.3 Payment of the balance

The invoice shall be admissible if accompanied by the final progress report in accordance with the instructions laid down in the relevant order form or specific contract.

The Commission shall have forty-five calendar days from receipt to approve or reject the final progress report, and the Contractor shall have thirty calendar days in which to submit additional information or a new final progress report.

Provided the final deliverable/progress report has been approved, the Commission shall have thirty calendar days from the date of receipt of the relevant invoice to pay the balance. The approval of the final report is considered as provisional acceptance of the services provided by the Contractor under the specific contract.

I.4.4 Performance guarantee

For each payment under a specific contract, be it an interim or a final payment under Articles I.4.2 and I.4.3 respectively, a performance guarantee shall be constituted by the deduction of 10% of the total value of that payment. The deducted performance guarantee from an interim and a final payment shall be paid in a single payment from the Commission to the Contractor, made 30 calendar days after the Commission issues its final acceptance of all deliverables provided for under a specific contract.

The Commission shall issue its final acceptance within 90 calendar days from the day following the day it issued its provisional acceptance pursuant to Article I.4.3.

The final acceptance shall be issued when the Commission is able to confirm that all deliverables are of the requisite quality and conform fully to the requirements of the specific contract and the Framework Contract.

In case the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract, the Commission shall notify the Contractor thereof. The Contractor will have 30 calendar days in which to provide the deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

In case the Commission notifies the Contractor that the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract; the period of 90 calendar days for the issuing of the Commission's final acceptance

shall restart from the day following the day on which the Commission receives the corrected deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

[For Contractors established in Belgium, the order forms shall include the following provision: “En Belgique, l’utilisation de ce bon de commande vaut yoto ly tly d’une demande d’exemption de la TVA n° 450 (circulaire 2/1978)” or an equivalent statement in the Dutch or German language. The Contractor shall include the following statement in his invoice(s): “Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA (circulaire 2/1978)” or an equivalent statement in the Dutch or German language.]

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor’s bank account denominated in euro, identified as follows:

Name of bank:
Address of branch in full:
Exact designation of account holder:
Full account number including codes:
[IBAN code:]

ARTICLE I.6 – GENERAL ADMINISTRATIVE PROVISIONS

Any communication relating to the Contract or to its implementation shall be made in writing in paper or electronic format and shall bear the Contract and order form or specific contract numbers. Ordinary mail shall be deemed to have been received by the Commission on the date on which it is registered by the department responsible indicated below.

Electronic communication must be confirmed by paper communication when requested by any of the parties. The parties agree that paper communication can be replaced by electronic communication with electronic signature.

Communications shall be sent to the following addresses:

Commission:

For technical issues:

European Commission
Directorate-General for Climate Action
Directorate European and International Carbon Markets
Unit B1, Implementation of EU ETS
B-1049 Brussels
BELGIUM

Tel.:
Email:

For administrative issues:

European Commission
Directorate General Environment/Climate Action
Unit SRD.2 – Finance
B-1049 Brussels
BELGIUM

Contractor:

Mr/Mrs/Ms [*complete*]
[*Function*]
[*Company name*]
[*Official address in full*]

Tel:

Email:

ARTICLE I.7 – APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- I.7.1** The Contract shall be governed by Union law, complemented, where necessary, by the national substantive law of Belgium.
- I.7.2** Any dispute between the parties resulting from the interpretation or application of the Contract which cannot be settled amicably shall be brought before the courts of Belgium.

ARTICLE I.8 – DATA PROTECTION

Any personal data included in the Contract shall 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. Such data shall be processed solely for the purposes of the performance, management and monitoring of the Contract by the Director of the Shared Resources Directorate of Directorates General for Environment and Climate Action acting as data controller without prejudice to possible transmission to the bodies charged with monitoring or inspection task in application of Union law.

ARTICLE I.9 – USE OF THE RESULTS

I.9.1 Modes of exploitation

All studies/analysis/elaborations/materials/reports, scientific work, source code, designs, drawings, website layout or content, use cases, configuration of files, computations, documented data, database format and data, methods of creation, industrial design, discoveries produced within this Contract and for which the rights are vested in the Commission and thereby the Commission has acquired their ownership, may be used by the Commission in the following ways:

- [i] distribution:
 - publishing in paper copies
 - publishing in electronic form as downloadable/non-downloadable file

- making available on internet
 - broadcasting
 - public presentation or display
 - communication through a press information services,
 - inclusion in widely accessible databases or indexes
 - in any form and by any method existing at this date and in the future
 - giving access on individual requests without right to reproduce or exploit, as provided for by Regulation 1049/2001 regarding public access to European Parliament, Council and Commission documents
- ii) storage:
- in paper format
 - in electronic format
 - in original format (sculpture, maquette etc.)
- iii) archiving in line with the applicable document management rules
- iv) modifications made by the Commission or by a third party
- shortening
 - making a summary
 - modification of the content
 - technical changes to the content
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code)
 - addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.,
 - preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
 - extracting a part or dividing into parts
 - use of a concept or preparation of a derivate work
 - digitisation or converting the format for storage or usage purposes
 - translate, subtitle, dub
- v) language versions:
- working languages of EC
 - official languages of EU
 - languages used within EU
 - languages of candidate countries
 - languages of the Member States of the EEA
- vi) use for own purposes:
- making available to the staff of the Commission
 - making available to the persons and entities working for the Commission or cooperating with it, including: contractors, subcontractors whether legal or natural persons, EU-institutions, agencies and bodies, Member States institutions
 - installing, uploading, processing
 - arranging, compiling, combining, retrieving
 - making a copy, reproducing
- vii) allow use of results by third parties:

- for commercial or non commercial purposes,
- against payment, without payment or against fulfilment of other conditions
- assignment in full or in part
- giving a licence
- for a particular period or unlimited in time

Where the Commission becomes aware that scope of modifications exceeds the scope envisaged in the Contract the creator shall be consulted. The creator will be obliged to provide his response within two weeks. He must provide his agreement including any suggestions of modifications free of charge. The creator may refuse the intended modification only when it may harm his honour, reputation or distort integrity of the work.

I.9.2 Pre-existing rights, intermediaries, creators' rights

The Contractor must at all times maintain in force and comply with all permits, authorisations and consents necessary to perform the tasks and provide the services under the Contract.

Where industrial and intellectual property rights, including rights of ownership and use of the Contractor and third parties, exist prior to the Contract being entered into, ("pre-existing rights") the Contractor must establish a list which must specify all pre-existing rights and disclose it to the Commission at the latest when delivering the final result.

All pre-existing rights to delivered results must vest in the Commission and thereby under the terms of the Contract be effectively transferred to the Commission.

The Contractor must present relevant and exhaustive proofs of acquiring all necessary rights at the latest together with delivery of the final progress report for each specific contract together with presentation of relevant result. The latter should be fulfilled by presentation of the Contractors', all subcontractors' intermediating in the transfer of rights and creators' statements prepared in accordance with annexes A1 and A2 of the Framework Contract and the following information and documents:

- Name and version number of the software product
- Title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify origin easily
- Full identity of the developer, translator, data entry person, graphic designer, publisher, editor, photographer
- Copy of the licence to use the product or reference to it
- Agreement transferring the right to the product to the Contractor
- Text of the disclaimer notice

In case parts of the results were created by employees of the Contractor, documentary evidence must be provided as to how the creators' or authors' rights were transferred to the Contractor, i.e. a copy of the relevant agreement or extract from the employment Contract should be provided

ARTICLE I.10 – TERMINATION BY EITHER CONTRACTING PARTY

Either contracting party may, of its own volition and without being required to pay compensation, terminate the Contract by serving one month formal prior notice. Should the Commission terminate the Contract, the Contractor shall only be entitled to payment corresponding to the part-performance of the services ordered before the termination date. Article II.14.4 applies accordingly.

ARTICLE I.11– CONTRACT CONCLUDED DURING STANDSTILL PERIOD

In case this Contract was signed by both the Commission and the Contractor before the expiry of 14 calendar days from the day after simultaneous dispatch of information about the award decisions and decisions to reject, this Contract shall be null and void.

This article is not applicable for contracts not covered by Directive 2004/18/EC and in cases indicated in Article 158a(2) of the rules for the implementation of the Financial Regulation (Regulation No 2342/2002).

For the Contractor,

signature: _____

Done at [Brussels], [date]

In duplicate in English.

For the Commission,
XX, Director

signature: _____

Done at [Brussels], [date]

ANNEX

II – GENERAL CONDITIONS FOR SERVICE FRAMEWORK CONTRACTS

ARTICLE II. 1 – PERFORMANCE OF THE CONTRACT

- II.1.1** The Contractor shall perform the Contract to the highest professional standards. The Contractor shall have sole responsibility for complying with any legal obligations incumbent on him, notably those resulting from employment, tax and social legislation.
- II.1.2** The Contractor shall have sole responsibility for taking the necessary steps to obtain any permit or licence required for performance of the Contract under the laws and regulations in force at the place where the tasks assigned to him are to be executed.
- II.1.3** Without prejudice to Article II.3 any reference made to the Contractor's staff in the Contract shall relate exclusively to individuals involved in the performance of the Contract.
- II.1.4** The Contractor must ensure that any staff performing the Contract has the professional qualifications and experience required for the execution of the tasks assigned to him.
- II.1.5** The Contractor shall neither represent the Commission nor behave in any way that would give such an impression. The Contractor shall inform third parties that he does not belong to the European public service.
- II.1.6** The Contractor shall have sole responsibility for the staff who execute the tasks assigned to him.

The Contractor shall make provision for the following employment or service relationships with his staff:

- staff executing the tasks assigned to the Contractor may not be given orders direct by the Commission;
 - the Commission may not under any circumstances be considered to be the staff's employer and the said staff shall undertake not to invoke in respect of the Commission any right arising from the contractual relationship between the Commission and the Contractor.
- II.1.7** In the event of disruption resulting from the action of a member of the Contractor's staff working on Commission premises or in the event of the expertise of a member of the Contractor's staff failing to correspond to the profile required by the Contract, the Contractor shall replace him without delay. The Commission shall have the right to request the replacement of any such member of staff, stating its reasons for so doing. Replacement staff must have the necessary qualifications and be capable of performing the Contract under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the tasks assigned to him resulting from the replacement of staff.
- II.1.8** Should any unforeseen event, action or omission directly or indirectly hamper execution of the tasks, either partially or totally, the Contractor shall immediately and at his own initiative record it and report it to the Commission. The report shall include a description

of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with his obligations under the Contract. In such event the Contractor shall give priority to solving the problem rather than determining liability.

- II.1.9** Should the Contractor fail to perform his obligations under the Contract, the Commission may – without prejudice to its right to terminate the Contract – reduce or recover payments in proportion to the scale of the failure. In addition, the Commission may claim compensation or impose liquidated damages provided for in Article II.12.

ARTICLE II. 2 – LIABILITY

- II.2.1** The Commission shall not be liable for damage sustained by the Contractor in performance of the Contract except in the event of wilful misconduct or gross negligence on the part of the Commission.
- II.2.2** The Contractor shall be liable for any loss or damage sustained by the Commission in performance of the Contract, including in the event of subcontracting under Article II.6 but only up to three times the total amount of the Contract. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or by its employees, the Contractor shall remain liable without any limitation as to the amount of the damage or loss.
- II.2.3** The Contractor shall provide compensation in the event of any action, claim or proceeding brought against the Commission by a third party as a result of damage caused by the Contractor in performance of the Contract.
- II.2.4** In the event of any action brought by a third party against the Commission in connection with performance of the Contract, the Contractor shall assist the Commission. Expenditure incurred by the Contractor to this end may be borne by the Commission.
- II.2.5** The Contractor shall take out insurance against risks and damage relating to performance of the Contract if required by the relevant applicable legislation. He shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the Commission should it so request.

ARTICLE II. 3 – CONFLICT OF INTERESTS

- II.3.1** The Contractor shall take all necessary measures to prevent any situation that could compromise the impartial and objective performance of the Contract. Such conflict of interests could arise in particular as a result of economic interest, political or national affinity, family or emotional ties, or any other relevant connection or shared interest. Any conflict of interests which could arise during performance of the Contract must be notified to the Commission in writing without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Commission reserves the right to verify that such measures are adequate and may require additional measures to be taken, if necessary, within a time limit which it shall set.

The Contractor shall ensure that his staff, board and directors are not placed in a situation which could give rise to conflict of interests. Without prejudice to Article II.1 the Contractor shall replace, immediately and without compensation from the Commission, any member of his staff exposed to such a situation.

II.3.2 The Contractor shall abstain from any contact likely to compromise his independence.

II.3.3 The Contractor declares:

- that he has not made and will not make any offer of any type whatsoever from which an unjustified advantage can be derived under the Contract,
- that he 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 performance of the Contract.

II.3.4 The Contractor shall pass on all the relevant obligations in writing to his staff, board, and directors as well as to third parties involved in performance of the Contract.

ARTICLE II. 4 – CONFIDENTIALITY

II.4.1. The Contractor undertakes to treat in the strictest confidence and not make use of or divulge to third parties any information or documents which are linked to performance of the Contract. The Contractor shall continue to be bound by this undertaking after completion of the tasks.

II.4.2. The Contractor shall obtain from each member of his staff, board and directors an undertaking that they will respect the confidentiality of any information which is linked, directly or indirectly, to execution of the tasks and that they will not divulge to third parties or use for their own benefit or that of any third party any document or information not available publicly, even after completion of the tasks.

ARTICLE II.5 – DATA PROTECTION

II.5.1 The Contractor shall have the right of access to his/her personal data and the right to rectify any such data. Should the Contractor have any queries concerning the processing of his/her personal data, s/he shall address them to the entity acting as data controller provided for in Article I.8.

II.5.2 The Contractor shall have right of recourse at any time to the European Data Protection Supervisor.

II.5.3 Where the Contract requires the processing of personal data by the Contractor, the Contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data, and the means by which the data subject may exercise his/her rights.

II.5.4 The Contractor shall limit access to the data to the staff strictly necessary for the performance, management and monitoring of the Contract.

II.5.5 The Contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:

- a) prevent any unauthorised person from having access to computer systems processing personal data, and especially:
 - aa) unauthorised reading, copying, alteration or removal of storage media;
 - ab) unauthorised data input as well as any unauthorised disclosure, alteration or erasure of stored personal data;
 - ac) unauthorised use of data-processing systems by means of data transmission facilities;
- b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
- c) record which personal data have been communicated, when and to whom;
- d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting institution or body;
- e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
- f) design its organisational structure in such a way that it meets data protection requirements.

ARTICLE II. 6 – SUBCONTRACTING

II.6.1 The Contractor shall not subcontract without prior written authorisation from the Commission nor cause the Contract to be performed in fact by third parties.

II.6.2 Even where the Commission authorises the Contractor to subcontract to third parties, he shall none the less remain bound by his obligations to the Commission under the Contract and shall bear exclusive liability for proper performance of the Contract.

II.6.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees to which the Commission is entitled by virtue of the Contract, notably Article II.20.

ARTICLE II. 7 – AMENDMENTS

Any amendment to the Contract shall be the subject of a written agreement concluded by the contracting parties before fulfilment of all their contractual obligations. An oral agreement shall not be binding on the contracting parties. An order form or a specific contract may not be deemed to constitute an amendment to the Contract.

ARTICLE II. 8 – ASSIGNMENT

- II.8.1** The Contractor shall not assign the rights and obligations arising from the Contract, in whole or in part, without prior written authorisation from the Commission.
- II.8.2** In the absence of such authorisation, or in the event of failure to observe the terms thereof, assignment by the Contractor shall not be enforceable against and shall have no effect on the Commission.

ARTICLE II.9 – USE, DISTRIBUTION AND PUBLICATION OF INFORMATION ABOUT THE CONTRACT

- II.9.1** The Contractor shall authorise the Commission to process, use, distribute and publish, for whatever purpose, by whatever means and on whatever medium, any data contained in the Contract, in particular the identity of the Contractor, the subject matter, the duration and the amount paid. Where personal data is concerned, Article I.8 and II.5 shall apply.
- II.9.2** Unless otherwise provided by the Special Conditions, the Commission shall not be required to distribute or publish documents or information supplied in performance of the Contract. If it decides not to distribute or publish the documents or information supplied, the Contractor may not have them distributed or published elsewhere without prior written authorisation from the Commission.
- II.9.3** Any distribution or publication of information relating to the Contract or use of outcome of the implementation of the Contract and provided as such by the Contractor shall require prior written authorisation from the Commission and, if so requested, shall mention that it was produced within a contract with the Commission. It shall state that the opinions expressed are those of the Contractor only and do not represent the Commission's official position.
- II.9.4** The use of information obtained by the Contractor in the course of the Contract for purposes other than its performance shall be forbidden, unless the Commission has specifically given prior written authorisation to the contrary.

ARTICLE II. 10 – OWNERSHIP OF THE RESULTS – INTELLECTUAL AND INDUSTRIAL PROPERTY

- II.10.1** A result shall be any outcome of the implementation of the Contract and provided as such by the Contractor.

A creator shall be any person who contributed to production of the result.

Pre-existing intellectual property rights, sometimes referred to as background technology, are any industrial and intellectual property rights which exist prior to the contract being entered into and include rights of ownership and use of the Contractor, the Commission and any third parties ("pre-existing rights").

It shall be a material term of the Contract and of the essence of the Contract that Contractors shall be under a duty to provide a list of pre-existing rights at the date of delivery of the final result the latest.

II.10.2 The ownership of all the results or rights thereon as listed in the tender specification and the tender attached to the contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information embodied therein, obtained in performance of the Contract, shall be irrevocably and fully vested to the Union, which may use them as described in the Contract. All the rights shall be vested on the Union from the moment the results were delivered and accepted by the Commission.

For the avoidance of doubt and where applicable, any such vesting of rights is also deemed to constitute an effective transfer of the rights from the Contractor to the Union.

The payment of the fee under Article I.3 is deemed to include all forms of use by the Union of the results as set out in Article I.9.

The above vesting of rights in the Union under this Contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.3 Any intermediary sub-result, raw data, intermediary analysis made available to the Commission by the Contractor cannot be used by the Union without written consent of the Contractor, unless the tender specification explicitly provides for it to be treated as self-contained result.

II.10.4 The Contractor retains all right, title and interest in pre-existing rights not fully vested into the Union in line with Article I.9.2, and hereby grants the Union for the requested period a licence to use the pre-existing rights to the extent necessary to use the delivered results.

II.10.5 The Contractor shall ensure that delivered results are free of rights or claims from third parties including in relation to pre-existing rights, for any use envisaged by the Commission. This does not concern the moral rights of natural persons and rights referred to in Article II.10.4.

II.10.6 The Contractor shall clearly point out all quotations of existing textual works made by the Contractor. The complete reference should include as appropriate: name of the author, title of the work, date of publishing, date of creation, place of publication, address of publication on internet, number, volume and other information allowing to identify the origin easily.

II.10.7 The Contractor shall clearly indicate all parts to which there are pre-existing rights and all parts of the result originating from external sources: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form).

For non-textual results or results provided in electronic form only, the description, instruction or information document shall list all parts coming from external sources: IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

II.10.8 If the Commission so requires, the Contractor shall provide proof of ownership or rights to use all necessary rights to the materials referred to in Article II.10.7.

II.10.9. By delivering the results the Contractor confirms that the creators undertake not to oppose their names being recalled when the results are presented to the public and confirms that the results can be divulged.

The Contractor shall possess all relevant agreements of the creator and provide proof by way of documentary evidence.

II.10.10. By delivering the results the Contractor warrants that the above transfer of rights does not violate any law or infringe any rights of others and that he possesses the relevant rights or powers to execute the transfer. He also warrants that he has paid or has verified payment of all fees including fees to collecting societies, related to the final results.

II.10.11. The Contractor shall indemnify and hold the Union harmless for all damages and cost incurred due to any claim brought by any third party including creators and intermediaries for any alleged breach of any intellectual, industrial or other property right based on the Union's use of the works and in relation to which the Contractor has granted the Union user rights.

ARTICLE II. 11 – FORCE MAJEURE

II.11.1 Force majeure shall mean any unforeseeable and exceptional situation or event beyond the control of the contracting parties which prevents either of them from performing any of their obligations under the Contract, was not due to error or negligence on their part or on the part of a subcontractor, and could not have been avoided by the exercise of due diligence. Defects in equipment or material or delays in making it available, labour disputes, strikes or financial problems cannot be invoked as force majeure unless they stem directly from a relevant case of force majeure.

II.11.2 Without prejudice to Article II.1.8, if either contracting party is faced with force majeure, it shall notify the other party without delay by registered letter with acknowledgment of receipt or equivalent, stating the nature, likely duration and foreseeable effects.

II.11.3 Neither contracting party shall be held in breach of its contractual obligations if it has been prevented from performing them by force majeure. Where the Contractor is unable to perform his contractual obligations owing to force majeure, he shall have the right to remuneration only for tasks actually executed.

II.11.4 The contracting parties shall take the necessary measures to reduce damage to a minimum.

ARTICLE II. 12 – LIQUIDATED DAMAGES

Should the Contractor fail to perform his obligations under the Contract within the time limits set by the Contract, then, without prejudice to the Contractor's actual or potential liability incurred in relation to the Contract or to the Commission's right to terminate the Contract, the Commission may decide to impose liquidated damages per calendar day of delay according to the following formula:

$$0.3 \times (V/d)$$

V is the price of the relevant purchase;

d is the duration specified in the relevant order form or specific contract expressed in days

The Contractor may submit arguments against this decision within thirty days of notification by registered letter with acknowledgement of receipt or equivalent. In the absence of reaction on his

part or of written withdrawal by the Commission within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable. These liquidated damages shall not be imposed where there is provision for interest for late completion. The Commission and the Contractor expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses that may be reasonably anticipated from such failure to perform obligations.

ARTICLE II. 13 – SUSPENSION OF THE CONTRACT

Without prejudice to the Commission's right to terminate the Contract, where the Contract is subject to substantial error, irregularity or fraud the Commission may suspend execution of the Contract, pending order forms or specific contracts or any part thereof. Suspension shall take effect on the day the Contractor receives notification by registered letter with acknowledgment of receipt or equivalent, or at a later date where the notification so provides. The Commission shall as soon as possible give notice to the Contractor to resume the service suspended or inform that it is proceeding with contract termination. The Contractor shall not be entitled to claim compensation on account of suspension of the Contract, of the order forms or specific contracts, or of part thereof.

ARTICLE II. 14 – TERMINATION BY THE COMMISSION

II.14.1 The Commission may terminate the Contract, a pending order form or a specific contract in the following circumstances:

- (a) where the Contractor is being wound up, is having his 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) where the Contractor has 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 he is established or with those of the country applicable to the Contract or those of the country where the Contract is to be performed;
- (c) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of professional misconduct;
- (d) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Union's financial interests;
- (e) where the Commission has evidence or seriously suspects the Contractor or any related entity or person, of substantial errors, irregularities or fraud in the award procedure or the performance of the Contract;
- (f) where the Contractor is in breach of his obligations under Article II.3;

- (g) where the Contractor was guilty of misrepresentation in supplying the information required by the Commission as a condition of participation in the Contract procedure or failed to supply this information;
- (h) where a change in the Contractor's legal, financial, technical or organisational situation could, in the Commission's opinion, have a significant effect on the performance of the Contract;
- (i) where execution of the tasks under a pending order form or a specific contract has not actually commenced within fifteen days¹¹ of the date foreseen, and the new date proposed, if any, is considered unacceptable by the Commission;
- (j) where the Contractor is unable, through his own fault, to obtain any permit or licence required for performance of the Contract;
- (k) where the Contractor, after receiving formal notice in writing to comply, specifying the nature of the alleged failure, and after being given the opportunity to remedy the failure within a reasonable period following receipt of the formal notice, remains in serious breach of his contractual obligations;
- (l) when due to the termination of the contract with one or more of the contractors there is no minimum required competition within the multiple framework contract with reopening of competition.

II.14.2 In case of force majeure, notified in accordance with Article II.11, either contracting party may terminate the Contract, where performance thereof cannot be ensured for a period corresponding to at least to one fifth of the period laid down in Article I.2.3.

II.14.3 Prior to termination under point c), d), e), h) or k), the Contractor shall be given the opportunity to submit his observations.

Termination shall take effect on the date on which a registered letter with acknowledgment of receipt terminating the Contract is received by the Contractor, or on any other date indicated in the letter of termination.

II.14.4 Consequences of termination

In the event of the Commission terminating the Contract or a pending order form or specific contract in accordance with this article and without prejudice to any other measures provided for in the Contract, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted service. On receipt of the letter terminating the Contract, the Contractor shall take all appropriate measures to minimise costs, prevent damage, and cancel or reduce his commitments. He shall draw up the documents required by the Special Conditions for the tasks executed up to the date on which termination takes effect, within a period not exceeding sixty days from that date.

The Commission may claim compensation for any damage suffered and recover any sums paid to the Contractor under the Contract.

On termination the Commission may engage any other contractor to execute or complete the services. The Commission shall be entitled to claim from the Contractor all extra costs incurred in doing so, without prejudice to any other rights or guarantees it has under the Contract.

¹¹ This period can be modified in the Special Conditions depending on the nature of the contract.

ARTICLE II.14a – SUBSTANTIAL ERRORS, IRREGULARITIES AND FRAUD ATTRIBUTABLE TO THE CONTRACTOR

Where, after the award of the Contract, the award procedure or the performance of the Contract prove to have been subject to substantial errors, irregularities or fraud, and where such errors, irregularities or fraud are attributable to the Contractor, the Commission may refuse to make payments, may recover amounts already paid or may terminate all the contracts concluded with the Contractor, in proportion to the seriousness of the errors, irregularities of fraud.

ARTICLE II. 15 – INVOICING AND PAYMENTS

II.15.1 Pre-financing guarantee

Where required by Article I.4 or if the pre-financing is over €150 000, the Contractor shall provide a financial guarantee in the form of a bank guarantee or equivalent supplied by a bank or an authorised financial institution (guarantor) to cover pre-financing under the Contract. Such guarantee may be replaced by a joint and several guarantee by a third party.

The guarantor shall pay to the Commission at its request an amount corresponding to payments made by it to the Contractor which have not yet been covered by equivalent service rendered on his part.

The guarantor shall stand as first-call guarantor and shall not require the Commission to have recourse against the principal debtor (the Contractor).

The guarantee shall specify that it enters into force at the latest on the date on which the Contractor receives the pre-financing. The guarantee shall be retained until the pre-financing has been cleared against interim payments or payment of the balance to the Contractor. It shall be released the following month or, in the absence of such clearing, four months after the issuance of a corresponding debit note. The cost of providing such guarantee shall be borne by the Contractor.

II.15.2 Interim payments and payment of the balance

Payments shall be executed only if the Contractor has fulfilled all his contractual obligations by the date on which the invoice is submitted.

At the end of each of the periods indicated in Annex II the Contractor shall submit to the Commission an invoice accompanied by the documents provided for in the Special Conditions.

If providing a progress report is a condition for payment, on receipt the Commission shall have the period of time indicated in the Special Conditions in which:

- to approve it, with or without comments or reservations, or suspend such period and request additional information; or
- to reject it and request a new progress report.

Approval of the progress report shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information it contains.

Where the Commission requests a new progress report because the one previously submitted has been rejected, this shall be submitted within the period of time indicated in the Special Conditions. The new progress report shall likewise be subject to the above provisions.

II.15.3. Payment currency and costs

Payments are executed in the currency of the contract.

Costs of the transfer are borne in the following way:

- costs of dispatch charged by the bank of the Commission are borne by the Commission,
- cost of receipt charged by the bank of the Contractor are borne by the Contractor,
- all costs of repeated transfer caused by one of the parties are borne by the party who caused repetition of the transfer.

ARTICLE II. 16 – GENERAL PROVISIONS CONCERNING PAYMENTS

II.16.1 Payments shall be deemed to have been made on the date on which the Commission's account is debited.

II.16.2 The payment periods referred to in Article I.4 may be suspended by the Commission at any time if it informs the Contractor that his invoice is not admissible, either because the amount is not due or because the necessary supporting documents have not been properly produced. The Commission may proceed with further verification, including an on-the-spot check, in order to ascertain, prior to payment, that the invoice is admissible.

The Commission shall notify the Contractor accordingly and set out the reasons for the suspension by registered letter with acknowledgment of receipt or equivalent. Suspension shall take effect from the date of dispatch of the letter. The remainder of the period referred to in Article I.4 shall begin to run again once the suspension has been lifted.

II.16.3 In the event of late payment the Contractor shall be entitled to interest, provided the calculated interest exceeds EUR 200. In case interest does not exceed EUR 200, the Contractor may claim interest within two months of receiving the payment. Interest shall be calculated at the rate applied by the European Central Bank to its most recent main refinancing operations (*“the reference rate”*) plus seven percentage points (*“the margin”*). The reference rate in force on the first day of the month in which the payment is due shall apply. Such interest rate is published in the C series of the Official Journal of the European Union. Interest shall be payable for the period elapsing from the calendar day following expiry of the time limit for payment up to the day of payment. Suspension of payment by the Commission may not be deemed to constitute late payment.

ARTICLE II. 17 – TAXATION

II.17.1 The Contractor shall have sole responsibility for compliance with the tax laws which apply to him. Failure to comply shall make the relevant invoices invalid.

II.17.2 The Contractor recognises that the Commission is, as a rule, exempt from all taxes and duties, including value added tax (VAT), pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

- II.17.3** The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the goods and services required for performance of the Contract are exempt from taxes and duties, including VAT.
- II.17.4** Invoices presented by the Contractor shall indicate his place of taxation for VAT purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

ARTICLE II. 18 – REIMBURSEMENTS

- II.18.1** Where provided by the Special Conditions or by Annex II, the Commission shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets.
- II.18.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary.
- II.18.3** Travel expenses shall be reimbursed as follows:
- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
 - b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
 - c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;
 - d) travel outside Union territory shall be reimbursed under the general conditions stated above provided the Commission has given its prior written agreement.
- II.18.4** Subsistence expenses shall be reimbursed on the basis of a daily allowance as follows:
- a) for journeys of less than 200 km (return trip) no subsistence allowance shall be payable;
 - b) daily subsistence allowance shall be payable only on receipt of a supporting document proving that the person concerned was present at the place of destination;
 - c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including accommodation, meals, local transport, insurance and sundries;
 - d) daily subsistence allowance, where applicable, shall be reimbursed at the rate specified in Article I.3.
- II.18.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the Commission has given prior written authorisation.
- II.18.6.** Conversion between the euro and another currency shall be made using the daily euro exchange rate published in the C series of the *Official Journal of the European Union* of the day on which the expense was made or, failing that, at the monthly accounting rate established by the Commission and published on its website.

ARTICLE II. 19 – RECOVERY

- II.19.1** If total payments made exceed the amount actually due or if recovery is justified in accordance with the terms of the Contract, the Contractor shall reimburse the appropriate

amount in euro on receipt of the debit note, in the manner and within the time limits set by the Commission.

- II.19.2** In the event of failure to pay by the deadline specified in the debit note, the sum due shall bear interest at the rate indicated in Article II.16.3. Interest shall be payable from the calendar day following the due date up to the calendar day on which the debt is repaid in full.
- II.19.3** The Commission may, after informing the Contractor, recover amounts established as certain, of a fixed amount and due by offsetting, in cases where the Contractor also has a claim on the Union or the European Atomic Energy Community that is certain, of a fixed amount and due. The Commission may also claim against the guarantee, where provided for.

ARTICLE II. 20 – CHECKS AND AUDITS

- II.20.1** Pursuant to Article 142 of the Financial Regulation applicable to the general budget of the European Communities, the Court of Auditors shall be empowered to audit the documents held by the natural or legal persons receiving payments from the budget of the Union from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.20.2** The Commission or an outside body of its choice shall have the same rights as the Court of Auditors for the purpose of checks and audits limited to compliance with contractual obligations from signature of the Contract up to five years after payment of the balance of the last implementation.
- II.20.3** In addition, the European Anti-Fraud Office may carry out on-the-spot checks and inspections in accordance with Council Regulation (Euratom, EC) No 2185/96 and Parliament and Council Regulation (EC) No 1073/1999 from signature of the Contract up to five years after payment of the balance of the last implementation.

Annex

Statement of Contractor concerning right to delivered result

[Option 1: general statement – low risk situations, e.g. limited use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the Contract *[insert title and/or number of the contract]* warrants that the Contractor holds full right to the delivered *[insert title and/or description of result]* which is free of any claims, including claim of the creators who transferred all their rights and *[were fully paid]* *[will be paid as agreed within *[complete]* weeks from *[delivery of this statement.]* *[receipt of confirmation of acceptance of the work]*].*

[Option 2: detailed statement – higher risk situations, e.g. extensive use of the results]

I, *[insert name of the authorised representative of the Contractor]* representing *[insert name of the Contractor]*, party to the contract *[insert title and/or number of the contract]* warrants that *[, except for *[the parts listed in *[complete by reference to the Tender Specification and/or offer]*]] *[or list parts for which rights are not transferred]*,]¹² the Contractor holds a right to the delivered *[insert title and/or description of result]* which is/are free of any claims of third parties.**

Work was prepared by *[insert names of creators]* *[, except for *[the parts listed in *[complete by reference to the Tender Specification and/or offer]*]] *[or list parts that pre-existed and for which rights are not transferred]*,]¹³ is *[original and]* free of rights of third persons. Creators transferred all their rights to the work (excluding moral rights of natural persons) to *[insert name of the entity that received rights from the creators]* *[through a contract of *[insert date]* *[a relevant extract of which is]* herewith attached.***

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

Date, place, signature

¹² In case not all IP rights were fully transferred

¹³ In case parts of the work pre-existed and belonged to third parties

Annex

Statement of creator / intermediary in delivery

of the [*title of the result*]
within the Framework Contract number [*complete*]
Specific Contract No [*complete*]

concluded between the European Commission and [*name of the contractor(s)*]

I, [*insert name of the authorised representative of the intermediary*] representing [*insert name of the intermediary*] state that I am the right holder of: [*identify the relevant parts of the result*] [which I created] [for which I received rights from [*insert name*]].

I am aware of the above contract, especially Articles I.9, II.10 and point [*insert reference*] of the Request for Service and I confirm that I transferred all the relevant rights to [*insert name*].

I declare that [I received full remuneration.] [I agreed to receive remuneration by [*insert date*]].

[I also confirm that I do not oppose my name being recalled when the results are presented to the public and confirm that the results can be divulged.]¹⁴

Date, place, signature

¹⁴ Necessary for creators

ANNEX 9: METHOD OF ORDERING SERVICES

1. Service requests by the Commission

An Order for services (see specimens below) will be drawn up and placed by the Commission as Contracting Authority to the Contractor by fax or e-mail on the day on which it is signed. This Order will be accompanied by a specific terms of reference regarding the services to be rendered. The requester will be the Director of Directorate B of DG Climate Action of the Commission or her/his authorised representative.

2. Submission of Contractors' proposal

By way of reply, the Contractor must submit to the requester a proposal relating to a specific expert and/or, where appropriate, a team of experts whom he proposes to entrust with the work in question, his proposed methodology for providing the particular service, a price for the service, as well as a list of any other activities which he considers to be necessary. Moreover, the Contractor must outline in his proposal any other considerations he feels have a bearing on the provision of the service in question.

Unless the requester states otherwise in his service request, the Contractor's proposal must be submitted within ten working days of receipt of the request.

Within 15 days of a specific contract being sent by the Commission to the Contractor, the Commission shall receive it back, duly dated and signed. The period allowed for the execution of the tasks shall start to run on the date specified in the specific contract.

Specimen: MODEL ORDER FORM



EUROPEAN
COMMISSION

REQUEST FORM

**(Fixed Price or Quoted Time and Means – extra-muros)
Under Framework Contract N°
between the Commission and**

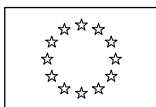
To	Contractor:	Phone n°:
		FAX n°:
		e-mail:
Order Form ID		
Designation of service requested		
Specific Tasks:	See attached annex	
Estimated expertise requirement <i>(estimated types of profiles)</i>		
Required start date:	At signature of the specific contract	
Duration		
Maximum Budget	<i>[applicable for fixed price]</i>	
Place of work	Outside Commission premises (extra-muros)	
Place of delivery	Brussels	
Y/N date:	 (dd/mm/yy)
Offer date :	 (dd/mm/yy)
From	DG:CLIMA. B1	Phone n°:
	Contact person:	e-mail:
	Signature:	Date:

This Order Form does not constitute any firm order until such time as a contractual document, signed by the Commission, has been received by the Contractor.

Man-days = 1 working day for 1 expert (remuneration must be payable to the Contractor only in respect of services actually rendered in the case of quoted time and means)

Thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (quote) in accordance with the provisions of the contract, before the date specified in the request.

Annex: Specific Technical Specifications



EUROPEAN
COMMISSION

REQUEST FORM

(Fixed Price or Quoted Time and Means – intra-muros)
Under Framework Contract N°
between the Commission and

To	Contractor:	Phone n°: FAX n°: e-mail:
Order Form ID		
Designation of service requested		
Specific Tasks:		See attached annex
Estimated expertise requirement <i>(estimated number of experts and estimated number of man-days. Per expert)</i>		
Required start date:		At signature of the specific contract
Duration		
Maximum Budget		
Place of work		Inside Commission premises (intra-muros)
Place of delivery		Brussels
Y/N date:	 (dd/mm/yy)
Offer date :	 (dd/mm/yy)
From	DG:CLIMA. B1	Phone n°: Contact person: e-mail: Signature: Date:

This Order Form does not constitute any firm order until such time as a contractual document, signed by the Commission, has been received by the Contractor.

Man-days = 1 working day for 1 expert (remuneration must be payable to the Contractor only in respect of services actually rendered and upon presentation of time sheets for each expert).

Thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (quote) in accordance with the provisions of the contract, before the date specified in the request.

Annex: Specific Technical Specifications

Specimen: ANNEX: SPECIFIC TECHNICAL SPECIFICATIONS
TO SPECIFIC CONTRACT ENV/CLIMA.B.1/xxx/2012/xxxx

Annex 1a of the specific contract

1. CONTEXT AND GENERAL INFORMATION
2. SUBJECT OF THE SERVICE
3. DESCRIPTION OF THE TASKS
4. ESTIMATED EXPERTISE REQUIREMENT
5. MEETINGS AND REPORTING
6. TIME SCHEDULE AND CONTRACT DURATION
7. BUDGET
8. PLACE

ANNEX 10: SERVICE LEVEL GUARANTEE

Annex 3a of the specific contract

1. Providing a guarantee is deemed to comprise all operations necessary to maintain both the Union Registry and EUTL applications in perfect working order, or to restore a defective Union Registry or EUTL application back to perfect working order, unless the Contractor can prove that the breakdown in perfect working order has occurred for reasons other than mistakes made by the Contractor.
2. The Contractor must ensure that at any point during this Contract qualified and informed staff is available to respond to any incident which has occurred. The Contractor must ensure that the Commission is always in possession of an up-to-date list of the maintenance staff and each member of staffs contact details including telephone numbers and e-mail addresses.
3. The Commission may require the Contractor's staff to work inside and outside of normal working hours on all working days for all weeks of the year, with the exception of EU-wide public holidays. (Normal working hours are between 08:00 and 18:00, and normal working days are from Mondays to Fridays.) if an incident is preventing to a significant degree the transfer of data or information, or the secure operation of either the Union Registry or EUTL.
4. When an incident occurs, firstly the Contractor must discuss the best course of action with the Commission and hosting organisation, and give the incident a reference number; secondly, stabilise the situation by attempting to limit the number of components affected and the amount of business processing interrupted; thirdly, investigate the origin of the incident and what the impact has been; fourthly, resolve the incident and prevent its reoccurrence; fifthly, ensure full operational functionality is restored; and finally, document the incident through these different stages, the total time taken from start to finish, and provide the Commission with this documentation. Please, refer to the Table on Definition of Priority Levels and Resolution Targets for Third Level Support at the end of this Annex.
5. The Contractor must liaise with and assist the relevant hosting organisation (Directorate General for Informatics of the Commission (DIGIT)) where any incident has occurred, particularly regarding the interaction between either the Union Registry or EUTL application and the wider hosting architecture.
6. The Contractor undertakes to protect the confidentiality and integrity of all data and information which it has transferred to its premises for maintenance purposes and, upon the request of the Commission, to destroy all data and information once it is no longer needed for maintenance purposes.
7. The Contractor undertakes to inform the Commission in writing as soon as it has any knowledge of faults in the Union Registry or EUTL applications that endanger the security of the configurations of which they form a part. It must immediately take any measures necessary to restore the security of the configurations and correct the faults.
8. All hardware and software used by the Contractor in the performance of the Contract must be fit for the purpose for which they are used, free from any defects in material and workmanship and conform to the applicable product specifications under normal use.
9. A warranty of 2 years must apply to the deliverables provided under each subtask and accepted by the Commission. In case of defect, failure of performance of the system, inconsistency or any other major deficiency of the system detected by the Commission within the period of 2 years after the final acceptance, the Contractor must provide all necessary services to fix the deficiency with no additional costs incurred by the Commission.

TABLE: DEFINITION OF PRIORITY LEVELS AND RESOLUTION TARGETS FOR THIRD LEVEL SUPPORT

Environment	Priority level	Description	Target
Production	P1-Critical	The Union Registry or EUTL is effectively unavailable and cannot perform any usual business processes.	90 % in less than 2 hours
	P2-High	One or more critical functions in the Union Registry or EUTL cannot be carried out in a timely or proper way.	90 % in less than 8 hours
	P3-Medium	Performance, stability or functionality of the registry is affected; most functions are still possible in a timely and reliable fashion.	90 % in less than 24 hours
	P4-Low	Performance and functionality of the registry is not materially affected; transactions are not obstructed in any way. Planned patch release is required.	As agreed.
Pre-Production	P1-Critical	Packages for deployment in Acc or Test are delivered to schedule and in working order i.e. with no blocking errors.	90 % in less than 4 hours
	P2-High	One or more critical functions in the Union Registry or EUTL in Acc or Test are not available or do not work as intended.	90 % in less than 12 hours
	P3-Medium	Performance, stability or functionality of the Union Registry or EUTL in Acc or Test is affected; most test scenarios are still possible in a timely and reliable fashion.	90 % in less than 36 hours
	P4-Low	Minor non-critical elements of the Union Registry or EUTL in Acc or Test are not available or do not work as intended. Planned patch release is necessary.	As agreed.

ANNEX 11: MODEL SPECIFIC CONTRACT

ANNEX 11A – FOR FIXED PRICE AND QUOTED TIME AND MEANS (EXTRA MUROS)

ANNEX 11 (A) MODEL SPECIFIC CONTRACT

Fixed price or Quoted time and Means
SPECIFIC CONTRACT No ...

to be incorporated into framework contract No ...

between

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by **XXXX, Director for European and International Carbon Markets,**

and

[Name of the Contractor]

- *[If the Contractor is a natural person: add the first name(s) of the Contractor] residing at [full address of the Contractor],*
- *[If the Contractor is a legal person: add the type of legal entity, e.g. Ltd. S.A. GmbH, etc., and the Chamber of Commerce registration number], with its registered office at [full address of the Contractor], represented by [Name of the representative] acting in his/her capacity as [Description of the representative's duties under the company's articles of association],*

VAT number

hereinafter referred to as "**the Contractor**".

Article 1: Preamble

On[date], the Commission and the Contractor signed framework contract No relating to the provision of services in the field of development and maintenance of the Information System of the EU Emission Trading Scheme. This specific contract will be incorporated into that framework contract as soon as it is signed by the contracting parties.

Article 2: Subject

- 2.1. This specific contract relates to(*identify the service foreseen under the framework contract*).
- 2.2. The Contractor undertakes, on the terms set out in this specific contract and its annexes, which form an integral part thereof, to perform the tasks specified in Annex 1a.

Article 3: Duration and timetable

- 3.1. The duration of the tasks must not exceed months from the date on which this specific contract is signed.
- 3.2. The results must be communicated in accordance with the timetable set out in Annex 1.

Article 4: Reports

The tasks carried out by the Contractor, in performance of this specific contract, must be the subject of reports drawn up in accordance with Annex II to the framework contract.

Article 5: Contract price

- 5.1. In consideration of the work carried out under this specific contract, the Commission undertakes to pay the Contractor a maximum amount of EUR (excluding VAT). The total amount referred to in the above paragraph shall be fixed and not subject to revision. (*for Fixed Price*)
The amount invoiced must correspond to the number of man-days actually worked, multiplied by the unit price per man-day as specified in Annex 2a to this specific contract. (*for QTM*s)

The said amount must be deemed to cover all the expenses incurred by the Contractor in the execution of this specific contract,

Article 6: Payments

Only one final payment will be made for specific contracts under EUR 150 000 (one hundred and fifty thousand Euro).

For specific contracts of at least EUR 150 000 (one hundred and fifty thousand Euro) two payments may be made, with a 30% interim payment and a 70% final payment if provided by the specific contract.

This contract will be paid on a lump sum basis (*for fixed price*).

6.1. Interim payment:

Requests for interim payment by the Contractor shall be admissible if accompanied by :

- the interim deliverable/technical report in accordance with the instructions laid down in Annex I
- the relevant invoice

The Commission shall have forty-five days from receipt to approve or reject the deliverable/progress report, and the Contractor shall have thirty days in which to submit additional information or a new deliverable/progress report.

Within 30 days of the date on which the reception of the invoice by the Commission, an interim payment corresponding to **EUR** equal to 30 % of the total amount referred to in Article 5.1 shall be made.

6.2. Payment of the balance:

The request for payment of the balance of the Contractor shall be admissible after delivery of:

- the final deliverable/technical report in accordance with the instructions laid down in Annex I.
- the relevant invoice

The Commission shall have forty-five days from receipt to approve or reject the final deliverable/report, and the Contractor shall have thirty days in which to submit additional information or a new final deliverable/report. The approval of the final report is considered as provisional acceptance of the services provided by the Contractor under the specific contract.

Within 30 days of the date the reception of the invoice by the Commission, payment of the balance corresponding to **EUR** equal to 70% of the total amount referred to in Article 5.1 shall be made.

6.3. Performance guarantee

For each payment under a specific contract, be it an interim or a payment of the balance under Articles 6.1 and 6.2 respectively, a performance guarantee shall be constituted by the deduction of 10% of the total value of that payment. The deducted performance guarantee from an interim and a final payment shall be paid in a single payment from the Commission to the Contractor, made 30 calendar days after the Commission issues its final acceptance of all deliverables provided for under a specific contract.

The Commission shall issue its final acceptance within 90 calendar days from the day following the day it issued its provisional acceptance pursuant to Article 6.2.

The final acceptance shall be issued when the Commission is able to confirm that all deliverables are of the requisite quality and conform fully to the requirements of the specific contract and the Framework Contract.

In case the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract, the Commission shall notify the Contractor thereof. The Contractor will have 30 calendar days in which to provide the deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

In case the Commission notifies the Contractor that the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract; the period of 90 calendar days for the issuing of the Commission's final acceptance shall restart from the day following the day on which the Commission receives the corrected deliverables of the requisite quality and in full conformity with the requirements of the specific contract and the Framework Contract.

Article 7: Administrative provisions

7.1. The persons responsible for implementing this specific contract are:

For the Commission:

For the Contractor:

7.2. Any communication relating to this specific contract must be in writing and must be sent to the persons concerned.

Article 8: Annexes

The following documents are attached as annexes to this specific contract and form an integral part of it:

Annex 1 – Specific technical specifications.

Annex 2 – Resources allocated

Annex 3 – Service Level Guarantee

Annex 4 – Contractor's offer

Done at Brussels, in duplicate in English and initialled on each page by all the parties.

For the Contractor

For the Commission:

Date:

Date:

Specific contract No**ANNEX 2 – Resources allocated**

PROFILE	Price per man-day	Number of man-days	Total cost €
Project Manager (PM) – key staff			
Senior Analyst (SA) – key staff			
User requirements analyst (URA)			
Senior Architect (SAR) – key staff			
Architect (AR)			
User Interface Designer (UID)			
Senior Analyst-Programmer (SAP) – key staff			
Analyst-Programmer (AP) – key staff			
Security Architect – Senior Forensic Expert (SAF)			
Security Expert – Confirmed Forensic Expert (SEF)			
Programmer (PR)			
Technical Writer (TW)			
Test Coordinator (TC) – key staff			
Tester (TE)			
Support Coordinator (SC) – key staff			
TOTAL COST			

ANNEX 11B – FOR TIME AND MEANS (INTRE MUROS)

Annex 11(B)

Draft specific intra muros contract

SPECIFIC CONTRACT No XXXX

XXXXXXX

implementing Framework Contract No XXXXXXXX

TIME & MEANS

INTRA MUROS

The European Union (hereinafter referred to as "the Union"), represented by the European Commission (hereinafter referred to as "the Commission"), which is represented for the purposes of the signature of this contract by **xxx, Director for European and International Carbon Markets,**

referred to below as the "Commission"

of the one part,

and

[Name of the Contractor]

- *[If the Contractor is a natural person: add the first name(s) of the Contractor] residing at [full address of the Contractor],*
- *[If the Contractor is a legal person: add the type of legal entity, e.g. Ltd. S.A. GmbH, etc., and the Chamber of Commerce registration number], with its registered office at [full address of the Contractor], represented by [Name of the representative] acting in his/her capacity as [Description of the representative's duties under the company's articles of association],*

VAT number

of the other part,

The parties identified above and hereinafter collectively referred to as 'the Contractor' shall be jointly and severally liable vis-à-vis the Commission for the performance of this contract.

HAVE AGREED

the following as regards the implementation of Framework Contract n° **XXXXX** signed by the Commission and the Contractor on **XX/XX/XX** for the provision of services in the field of development and maintenance of the Information System of the EU Emission Trading Scheme.:

ARTICLE 1: PREAMBLE

- 1.1 This Specific Contract is based on the Contractor's formal offer under **Request No. XX**. Once signed by the parties, the Specific Contract shall be governed by the Framework Contract. This Specific Contract does not amend the provisions of that Framework Contract.

ARTICLE 2: SUBJECT

- 2.1 The subject of this Specific Contract relates to lot 3 of the Framework Contract.
- 2.2 The Contractor undertakes, subject to the terms set out in the Framework Contract and in this Specific Contract and its annexes, which form an integral part thereof, to perform the tasks specified under the Request referenced under article 1.1.

ARTICLE 3: DURATION AND LOCATION

- 3.1 This Specific Contract shall enter into force at the earliest on the date it is signed but not before the end of **Specific Contract no. .** The execution of the tasks shall end on or before **xx/xx/xx**. In no case shall the tasks be executed later than X (X) months after expiry of the Framework Contract
- 3.3 If the number of days agreed has not been fully taken up, the Commission shall not be obliged either to use or to pay for the days not worked and the Contractor shall not be entitled to claim damages for them.
- 3.4 The tasks shall be performed on Commission premises in Brussels.

ARTICLE 4: PERFORMANCE

- 4.1 Every day the service provider shall – according to procedures laid down by the competent technical person in the Commission as specified in the Specific Contract – notify the Commission of the time spent working under the Specific Contract. At the end of every month, the service provider shall complete and sign the time sheet contained in Annex II and send it to the competent technical person in the Commission for verification.
- 4.2 The service provider is:

MR/MS xxxxxxxx

ARTICLE 5: PRICES AND PAYMENTS

- 5.1 The Commission undertakes to pay the Contractor, in consideration for the services rendered under this Specific Contract.

- an amount of **EUR XXXX** per day of actual services rendered, for **XX days** for profile IS Senior Consultant with specific expertise level 2, i.e. a total of **EUR XXXX**.

* **Ms/Mr xxxxxx** for **xxx days**, i.e. a total of **EUR xxxxxxxx**.

When a profile and its associated level of expertise (if any) include more than one service provider and a number of days has been indicated for each service provider, the total number of days executed by each service provider can be modified, provided that the total number of days for the profile and its associated level of expertise is not exceeded and following a written agreement or notification by mail, fax or e-mail by one of the Commission's responsible persons indicated in Article 8 "Administrative Provisions", or other authorised Commission representative.

5.2. The **total amount** to be paid by the Commission under this Specific Contract shall be **EUR XXXX (xxxxx Euros)** covering all tasks executed. This amount shall cover all expenditure incurred by the Contractor in performing this Specific Contract.

5.3. The invoicing procedure for the services, once accepted by the Commission, are as follows:

- at the end of each calendar quarter, on the basis of time sheets signed by the Commission and the service provider using the form in Annex II (these time sheets must be attached to the invoice)

5.4. Payments shall be made to account No **XXX** held with **XXXX** on production of the invoice showing separately the amount of the fees and the VAT applied and within no more than 30 calendar days from the date the invoice is received by the Unit indicated in article 5.5 below. Invoices presented by the Contractor shall specify separately the amounts not including VAT and those including VAT. The payment shall be deemed to have been effected on the day the Commission's financial account is debited.

For Contractors established in Belgium, the provisions of this contract constitute a request for VAT exemption using form No 450, provided the Contractor includes the following statement in their invoice(s): "Exonération de la TVA, article 42, paragraphe 3.3 du code de la TVA" or an equivalent statement in the Dutch or German language.

5.5. The address for invoices is

European Commission
DG Environment/Climate Action
Financial Processing and Assistance unit
Office: BU-9 01/10
1049 BRUXELLES

ARTICLE 6: SUB-CONTRACTING

6.1 In accordance with Article II.10 of the General Conditions, the Contractor has been permitted to subcontract by written authorisation dated **XXXXX**

- 6.2 Tasks stated in Annex I may be performed by the subcontractor **Ms/Mr X**, entirely at the risk of the Contractor
- 6.3 Without prejudice to the Commission's other rights under Article II.12 of the General Conditions, if the Contractor fails to meet his obligations, the Specific Contract with the Commission may be terminated in accordance with Article II.12 (f) of the General Conditions. This clause applies throughout the term of the Specific Contract.

ARTICLE 7: PERFORMANCE BONDS AND GUARANTEES

Not applicable

ARTICLE 8: ADMINISTRATIVE PROVISIONS

- 8.1. The persons responsible for implementing this Specific Contract are:

For the Commission:

Administrative and technical matters:

For the Contractor:

Administrative and Technical matters:

- 8.2. All communication relating to the implementation of the Specific Contract must be in the form of written correspondence and be sent to the appropriate responsible persons.

ARTICLE 9: ANNEXES

The following documents are annexed to the Specific Contract and form an integral part of it:

Annex I: Technical Annex

Annex II: Time sheet

Done in duplicate at Brussels on:

For the Contractor,

signature: _____

For the Commission,

XXX, Director

signature: _____

ANNEX 12: DESCRIPTION OF THE CURRENT INFORMATION SYSTEM FOR THE EU ETS
ANNEX 12: DESCRIPTION OF THE CURRENT INFORMATION SYSTEM FOR THE EU ETS



EUROPEAN COMMISSION

DIRECTORATE-GENERAL

CLIMATE ACTION

Directorate B – European and International Carbon Markets

European Commission

Description of the Union Registry and the European Union Transaction Log (EUTL)

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8. INTRODUCTION

The Union Registry is a Web application, accessible via the Internet. It is replacing national registries required to fulfil the provisions of the EU Emissions Trading Scheme (ETS)¹⁵ legislation and, where applicable, the national registries mandated by the Kyoto Protocol. It is hosted at the Commission's Data Centre and uses the standard tools supported by that hosting organisation, i.e. *Oracle / Weblogic / Java*. In addition to the normal access via the user interface, connection via an external platform using web services is possible. This is explained in Section 4.11.

In reality, the 27 Member States of the EU¹⁶ and the 3 EFTA States that form part of the European Economic Area (EEA)¹⁷ are part of the EU-ETS and are referred to as "Member States" throughout this document.

Two Member States – Cyprus and Malta – are not "Annex B" parties to the Kyoto Protocol.

Each section of the Union Registry is accessible via its own URL at:

<https://ets-registry.webgate.ec.europa.eu/euregistry/XX/index.xhtml>

where "XX" is replaced by the 2-character ISO country code.

The European Union (as EU-15) is also a party to the Kyoto Protocol and has its own registry, that can be reached at:

<https://ets-registry.webgate.ec.europa.eu/euregistry/EU/index.xhtml>

The European Union Transaction Log (EUTL) is an application that checks, controls and records activity in the Union Registry. The main application is not accessible via the Internet but receives its input via web service messages. However, there is an Administrative Web application that allows the Central Administrator to check data in the production database plus a public site where certain data, as stipulated by the Registry Regulation, is published.

Since 2008, the EU-ETS registries have been linked to the Independent Transaction Log (ITL) of the United Nations Framework Convention on Climate Change (UNFCCC). From 2012, this link remains, but the EU-ETS "currency unit", which is called an "allowance" and represents one tonne of CO₂ or its equivalent, is decoupled from the Kyoto unit, called an

¹⁵ A project glossary is attached as Annex A to this document

¹⁶ AT, BE, BG, CY, CZ, DE, DK, EE, ES, FI, FR, GR, HU, IE, IT, LT, LU, LV, MT, NL, PL, PT, RO, SE, SI, SK and UK

¹⁷ IS, LI and NO

Assigned Amount Unit (AAU). This de-coupling is part of the migration from the system of national registries to the Union Registry that will take place in 2012¹⁸.

Since the majority of national registries fulfilled the dual roles of EU-ETS registry and Kyoto registry, a consolidation of the national Kyoto registries into the Union Registry was agreed at an early stage in the project. The consolidated system of EU registries is referred to as the CSEUR. One challenge of implementing the system was to comply with a requirement of the UNFCCC.

9. FUNCTIONAL SCOPE

The scope of the Union Registry is all functionality required to enable all relevant stakeholders to comply with their obligations as set out in the Registries Regulation.

The stakeholders include:

- The Central Administrator (CA);
- Member States Administrators, known as National Administrators (NA);
- Personnel in the Central Service Desk, known as the ETS Service Desk;
- Personnel in the Member States' Helpdesks;
- External platforms (Member States' 3rd party applications);
- Operators of stationary installations;
- Aircraft operators;
- Verifiers, and
- Citizens.

The gathering of functional requirements was a joint exercise between the Commission and the National Administrators. Functional process descriptions for the key processes were produced. The following are included as Annex D to this document:

- Annex-B-1_User_and_Account_Management_Functional_Process_V1_3
- Annex-B-2_Update_Account_Details
- Annex-B-3_Account_closure
- Annex-B-4_Process_NAP_Mgmt
- Annex-B-5_Account_transfer
- Annex-B-6_Transfer_and_Surrender
- Annex-B-7_Compliance_Process

¹⁸ Implementaion of the Union Registry was foreseen for January 2012. However, due to delays in delivery of the complete system, a partial activation took place on 30 January 2012 to enable inclusion of the aviation sector into the EU-ETS. Full activation is foreseen for June 2012.

- Annex-B-8_CER_ERU_Limits
- Annex-B-9_Del_Can_SA_Ret_Clear_Bank
- Annex-B-10_Transaction_reversal
- Annex-B-11_Reconciliation
- Annex-B-12_Kyoto_processes.

Further details of the business processes of the Union Registry are provided in Section 4.

The EUTL is an adaptation of the CITL. Further details are provided in Section 5.

10. TECHNICAL SCOPE

10.1. Architecture

The architecture of the registries system had to change so that the national registries of each Member State were replaced by a single Union Registry. In addition, as mentioned above, the national Kyoto registries have been consolidated into the Union Registry. In practice, this means that the user interface of the Union Registry system presents both ETS and Kyoto functionality to the authenticated user with the relevant role and permissions to perform those functions.

In addition, transactions involving ETS allowances issued from 2012 onwards are not recorded in the ITL. This change in the architecture means that, since the Union Registry and the EUTL are hosted on the same platform, the need for an Internet messaging system for ETS transactions not involving Kyoto units is eliminated. Kyoto processes and transactions involving Kyoto units continue to go to the EUTL through the ITL.

The remainder of this section provides a high level description of the architecture elements involved in the communication of the Union Registry, the EUTL and the ITL. In addition, it describes the assumptions and key considerations in the effort to update the current CITL system in order to correctly function with the new EUCR with minimum effort and risk.

10.1.1. *Architecture of the current system*¹⁹

The current system is designed to operate in a loosely coupled manner, with the ITL, CITL and national registries deployed at independent locations. For this purpose the main medium of communication between these systems are web services exchanging SOAP messages. The structure of the data types used in these SOAP messages is defined in WSDL descriptors and acts as the communication contract between each system.

¹⁹ The current system at the time of writing refers to the system of national registries before full activation of the Union Registry in June 2012

In the CITL and national registries, the WSDL defined data types are used at build time to generate Java objects in order to capture the underlying information in Java objects. Use of these objects permits the following:

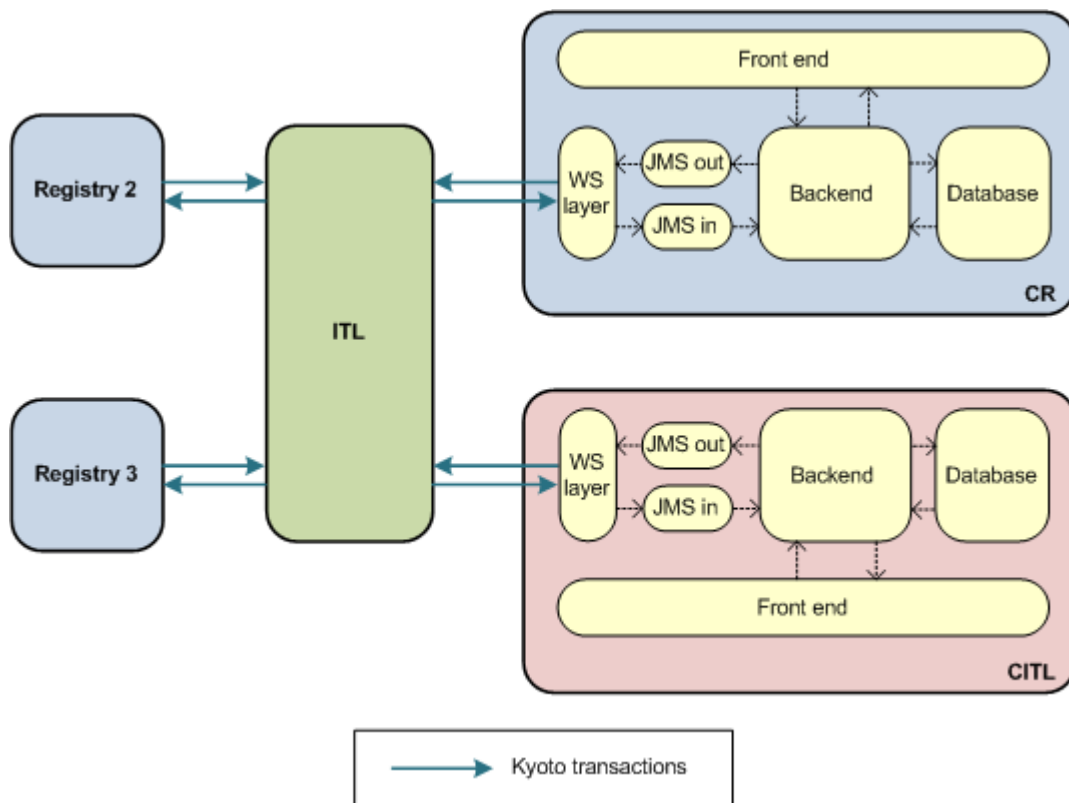
- Message data definition is performed using Java constructs and serialisation to SOAP messages is automatically performed.
- Deserialisation of the incoming SOAP messages is automated and produces Java objects that can easily be used in validation checks and underlying service implementations.

Whenever a web service call is performed, an outbound JMS queue is used in order to decouple the message preparation logic from the actual web service communication, allowing at the same time failure tolerance through JMS message redelivery. On the receiving end, a web service call reception results in a message being placed on an incoming JMS queue in order to facilitate decoupling and allow control over the message consuming resources (e.g. number of consumer components listening on the queue). The decoupling mentioned in both send and receive cases concerns both the separation of concerns but also better transactional demarcation. Finally, note that the messages posted on JMS queues are the deserialised Java objects generated from the WSDL type definitions.

Communication with the ITL is performed through similar serialisation/deserialisation of Java objects generated from the WSDL type definitions. A complete cycle of communication generally consists of:

1. A registry sends to the ITL a transfer request and the ITL propagates the information to the CITL.
2. The CITL sends the verification request to the ITL and the ITL propagates this to the destination registry.
3. The destination registry confirms the transaction by responding to the ITL which propagates the confirmation to the CITL.
4. The CITL sends a commit message to the ITL which in turns propagates it to the origin and destination registries.

The following diagram presents a high level view the aforementioned systems highlighting the communication of their architecturally significant components. Note that the abbreviation "CR" represents the (European) Community Registry.



10.1.2. Architecture of the new system

The new system introduces certain key points that have a bearing on the overall architecture:

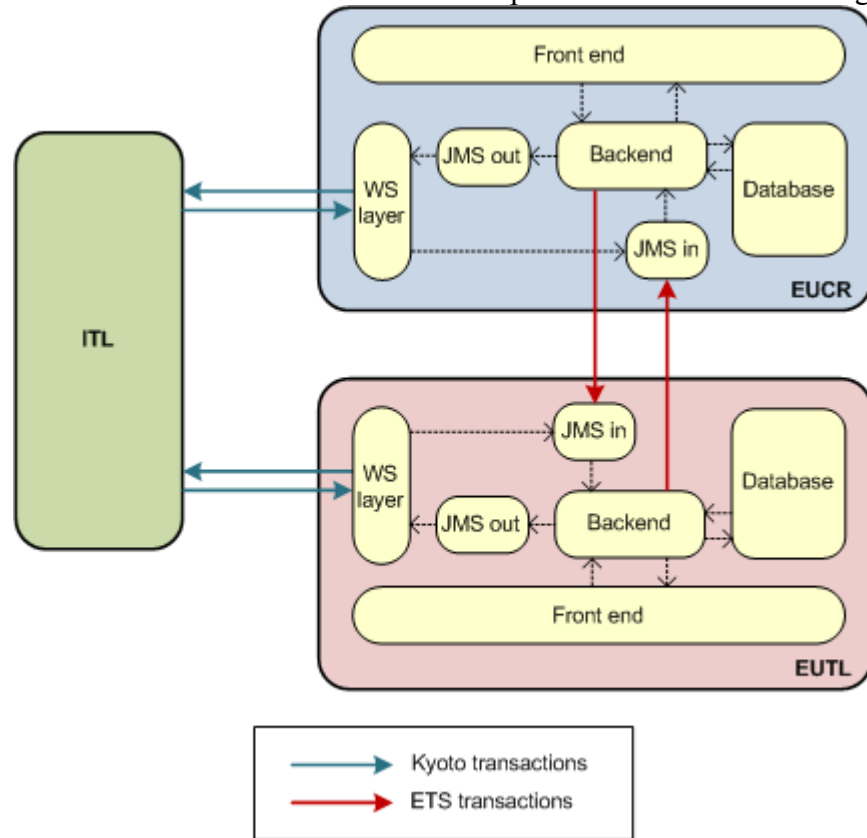
- Individual national registries are integrated into the single EU Registry.
- The EUTL and Union Registry need to communicate information that is unrelated to the ITL (ETS transactions).
- The EUTL and Union Registry are collocated.

The goal of effort minimisation calls for an approach to update the CITL into the new EUTL that more resembles a upgrade rather than a full new release. Taking advantage of the collocation of the Union Registry and the EUTL we can remove the web service layer and outbound JMS queues used for the communication between these two systems since such decoupling is no longer required. In fact the Union Registry can directly post messages on EUTL's incoming JMS queue, which in turn can post responses directly on the Union Registry's incoming queue. The benefits of this approach are both an architectural simplification as well as a performance boost by avoiding the extra serialisation/deserialisation related to the SOAP messaging. Note that updating the WSDL types does not mean the continued use of web services but rather the desire to benefit from the existing object generation at build time, since the generated objects are and will remain in use internally by both systems.

The ITL on the other hand remains fully decoupled and all related communication still takes place over web services. For this reason, the web service layers and outbound JMS queues in the Union Registry and the EUTL will not be removed but they will be used strictly for communication with the ITL.

The following diagram provides a high level view of the new system highlighting the communication simplification between the Union Registry and the EUTL.

Note that the abbreviation "EUCR" represents the new Union Registry.



10.2. Security

Security of the registry system as a whole depends on securing the hosting environment, the network, communications with the ITL and user access. The first three are the responsibility of the European Commission and the ITL. In this section, the authentication of users is described. Authorisation to use the registry functionality is described in section 4.2 below.

The Union Registry relies on the European Commission Authentication Service (ECAS) for user authentication. ECAS has been strengthened to use 2-factor authentication. When the user wishes to login to the Union Registry, (s)he must be authenticated by ECAS first.

In a similar fashion, ECAS is used to sign transactions before they are processed by the system. Other security measures that were adopted in recent revisions of the Registries

Regulation and have been implemented in the system are the introduction of a 26-hour delay in processing a transaction, limiting the transaction processing to business hours and hiding the serial numbers of allowances held on accounts, which can nevertheless be seen by National Administrators.

11. BUSINESS PROCESS DESCRIPTION – UNION REGISTRY

The sections below describe the functionality available in the Union Registry system. Section 4.1 describes basic functionality that is available through the user interface. However, there are other underlying concepts in the system that should be described up front. These are:

- Logging;
- Roles and permissions;
- Validation, and
- Workflow
- Searching and reporting.

a) Logging:

The log entry content which is common to all log entries is:

- Date and time stamp (precise to the millisecond)
- User-id of the user performing the action, if any
- IP-address via which the user is connected, if any
- Registry code of the current registry.

Specific additional content is added, per function, if needed.

b) Roles and permissions:

The following roles from the legislation have been defined in the system:

- Central Administrator
- National Administrator
- Authorised Representative
- Additional Authorised Representative
- Verifier

In addition, the following roles were deemed necessary from the requirements analysis and have been included:

- System Administrator
- Service Desk
- Auditor for NA (a read-only role that can view the same data as the NA)

Two "implementation roles" have also been added:

- Basic User – non-logged-in user, who accesses the home page
- Logged user – logged-in user who has not yet registered

A standard role/permission matrix has been established. This is customisable per registry by the NA.

c) Validation:

Business rules are validated in the Union Registry, in the ITL and in the EUTL. The list of checks performed in the Union Registry is included as Annex F to this document.

d) Workflow:

The system incorporates a workflow engine, which is used to manage business processes that require an approval (or rejection) step. Typical examples are:

- Account request requires approval of NA
- Transaction proposal requires approval of Additional Authorised Representative
- Change of user role by one NA requires approval of another NA
- Entry of verified emissions requires approval by verifier.

The workflow is managed by the users via their task lists.

e) Searching and reporting

The system provides standard searches to produce, e.g. a list of users, list of transactions, list of accounts, etc.. Search screens incorporate filters to restrict the number of hits returned. Currently, reporting is limited to exporting the results list of a search.

11.1. Basic Functionality

This section describes functionalities that do not belong to a single or well- defined module. It consists of:

11.1.1. Display Menu

The menu items are displayed on the left-hand side of the screen. Only menu items to which the user should have access are displayed.

11.1.2. Change interface language

The user can change the language of the web interface, as shown below.

Figure 4-1: Language selection list in top menu bar

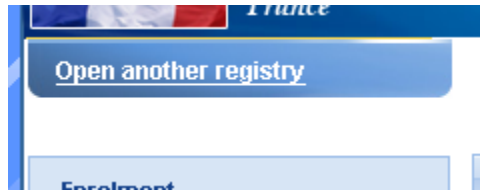


The languages available to the end user depend on the registry in which the user is working. The choice of language is restricted to the official languages of the Member State (provided they are official languages of the European Union) and English, which is the default language. Administration functions have not been translated, to facilitate the work of the ETS Service Desk.

11.1.3. *Open another registry*

The user can change the registry in which he wishes to work, as shown below.

Figure 11-1: Open another registry link above the menu



When switching between registries, a warning message is issued to the user., as shown below.

Figure 4-2: Switch registry warning page



11.1.4. *Report unrecoverable error*

This function covers the reporting of unrecoverable errors to the user of the web interface. Should an unrecoverable error occur, the user's action is aborted without any possibility to resume.

The user should contact his help desk with the information provided by the error. The information includes an identifier to help locating the relevant entries in the log files, as shown below.

Figure 4-4: Unrecoverable error page

Unrecoverable error

An unrecoverable error has occurred.

Please retry later or contact your help desk if the problem persists.

Refer to the error 836726157 in your communications with the help desk.

11.2. User Management

This section describes functionalities that are used to manage users of the Union Registry.

As mentioned in Section 3.2 above, the Union Registry relies on the European Commission Authentication Service (ECAS). In addition the users of the Union Registry are required to "enrol". The 5 steps of the enrolment process are set out in Table 4.5 below.

During the enrolment process, the user provides personal information which is checked and approved by a National Administrator against a proof of identity. After the enrolment the Union Registry is thus able to safely associate an identity with a login and consider the user as active in a registry.

For legal reasons the user enrolls in each registry in which he wants to work. His identity is thus checked by each National Administrator involved and his access specifically activated on a per registry basis.

During the enrolment process, the user is assigned a Unique Registry Identifier or URID that can be used to refer to him without disclosing or requiring private information (such as the name). Notably the URID will be used to nominate the representatives when a request for opening an account is made.

Since the enrolment is local to a registry a person enrolling in different registries will be assigned a different URID for each of these registries.

An additional security feature that has been implemented is that a user who suspects that his credentials have been compromised can un-enrol her/himself. The user must then contact the national administrator of the registry and that un-enrolment can be confirmed or rejected.

Table 4-5: Summary of enrolment process

Step	Description
1. Login	The user logs in through ECAS if he is not yet logged in (possibly creating a new ECAS login if he does not have one). Single-sign-on ²⁰ will be used across the registries, i.e. the user will not need a login/password for each registry where he will manage accounts.
2. Registration	The user provides his personal information. The URID is issued at this step.

²⁰ With single-sign-on the user can enter his login/password once and be logged in on all the applications using ECAS.

Step	Description
3. Validation	<p>The National Administrator checks the personal information against a proof of identity and approves the enrolment.</p> <p>This approval will typically be done when the National Administrator accepts an account opening request and the representatives of its account holder.</p> <p>Accepting an account request implies that the enrolment of any user representing the account holder (and whom the enrolment had not been approved before) is automatically approved.</p> <p>Alternatively the enrolment of a user can be approved when the National Administrator approves a request for appointing a new National Administrator or as a standalone action, notably for users migrated from the former systems.</p>
4. Enrolment key distribution	The National Administrator retrieves and provides a system-generated enrolment key to the newly registered user .
5. Activation	The user enters the enrolment key to fully activate his access to the registry.

Note that it is only when the five steps have been done that the user will effectively be enrolled and granted roles in the registry when he logs in (e.g. National Administrator, Authorised Representative, Verifier ...) and therefore permissions to perform actions.

To keep track of the progress in the enrolment and the effects of the un-enrolment process from the previous section each user of a registry is assigned one of the states listed in Table 4-6 at any given time.

Table 4-6: User states

State	Description
REGISTERED	The user registered but he has not been validated yet (this corresponds to the output of step 2 in Table 4-5).
VALIDATED	An administrator has approved the enrolment but the user has not yet entered his enrolment key (step 3).
ENROLLED	<p>The user has entered his enrolment key (step 5).</p> <p>This is the standard state required to regularly work in the registry.</p>
UN-ENROLMENT PENDING	The un-enrolment request has been made but not yet approved or rejected.
UN-ENROLLED	Final state assigned to the user after the un-enrolment.

Standard functions available in user management are:

- login and logout,
- enrolment and un-enrolment,
- management of personal information, and
- appointment of users for administration-related tasks – in this feature, a national administrator can update the administration roles of any user in his registry. This function would be used typically when a new employee is appointed to the national administration. This function requires signature via ECAS for confirmation.

11.3. Account Management

This section enumerates the functionalities that are used to manage accounts held in the Union Registry. Operators within the EU-ETS scheme are obliged to open an account (one account per installation or aircraft operator). These accounts are used to hold units in the same way as a bank account is used to hold money. Transfers may be made into and out of these accounts (see section 4.7 on Transactions). They are used to receive free allocations under the scheme and from them, units equivalent to the operator's emissions are surrendered during the compliance period.

Account opening, closing and updates to certain account data are transmitted to the ITL and EUTL for validation.

An account can have the following statuses:

- Active: meta-status meaning that the account can be accessed by its representatives; it contains the following statuses:
 - Open: any action can be performed on the account,
 - Blocked: the account can no longer transfer units except for surrender
 - Inactive: the account can no longer receive allocation
- Suspended: the account can no longer initiate transfer;
- Transfer Pending: no one can access the account specific screen (details, unit transfer, etc.), the account cannot initiate transfer or receive unit ;
- Closed: the account can no longer initiate any activities nor receive units, but the account details can still be consulted.

The Account Management functionalities are:

- Request Account Opening – in this function, data on the account holder, account representatives, etc. is gathered and validated.
 - Opening of Management and KP Party Account
 - Opening of Person Holding Account and Verifier Account
 - Opening of Operator Holding Account
 - Opening of Aircraft Operator Holding Account
- Approve or reject specific account opening request – account opening requests appear in the task list of the group of National Administrators for approval or rejection.

- Request account closure
 - Closure of KP Party Account, Management Account, Person Holding Account and Verifier Account
 - Revoke Permit
 - Normal Closure of Operator Holding Account
 - Forced Closure of Account
 - Forced Removal of Authorised Representative
- Release account – this function is the first step in the transfer of an account from its current account holder to a new one. One of the account representatives fills in a form, providing the account identifier and whether the transaction history should be kept or not. If the release is successful, the account will simply be put in status “Transfer Pending” meaning that the account representatives no longer have access to the account but are still linked to it. Their link will be severed and replaced by links to the new account holder and representatives once the account has been claimed.
- Claim account
- Approve or reject specific account transfer
- Delegate account – this allows the authorised representative of a personal holding account to delegate the operation of a personal holding account to an external platform
- Updating of Account
 - Update Account or Account Representative details
 - Add, remove or replace Account Representatives
 - Change the Administering MS of an Aircraft Operator Holding Account
 - Account Update Monitoring
 - Suspend/Restore Account Representative
 - Export Government Accounts
 - Unblock Account
 - Suspend/Restore Account

11.4. Allocation Plan Management

This section describes the functionalities that are used to manage allocation plans. Two types of allocation plan are held in the system – the National Allocation Plan (NAP), which holds the allocations of Chapter III allowances to be distributed freely to stationary installations and the Aviation Allocation Plan²¹, which holds the free allocations of Chapter II allowances for the aircraft operators.

The basic functionalities used to manage allocation plans are:

- *Display allocation plan management page*, which provides an entry point for all the allocation plan management functionalities. NAP and CAAT management are presented in two distinct tabs;

²¹ This is also known as the Community Aviation Allocation Table (CAAT)

- *View the National and Aviation Allocation Plans*,
- *Import allocation plan* to update an allocation plan by importing an XML file;
- *Amend the allocation plans through the web interface* – add or delete an entry;
- *Replenish the reserve* to change the quantity in the reserve after a purchase of allowances,
- *Submit allocation plan amendment* and *Cancel allocation plan amendment* to effectively submit (or discard) amendments made through the web interface,
- *Approve or reject allocation plan amendment* for approval of amendments by a National Administrator,
- *View history* to display the history of a specific plan and get details about the changes that have been made,
- *Correct allowances* to delete allowances after a reduction of the total quantity of allowances in a plan.

11.5. Issuance and Allocation

The EU-ETS menu item "Issuance" allows the NA to issue or create all or some of the allowances corresponding to the total uploaded in the allocation plan.

Allocation allows the NA to allocate those allowances to the operators present in the plan. Issuance and allocation are types of transaction (see section 4.7). These two transactions are not subject to a delay.

11.6. Verified emissions and Compliance

The functionality in this section is key to the operation of the EU-ETS.

Installations and aircraft operators must appoint an accredited verifier who, in turn, must accept the appointment.

Entry of emissions may be performed by an authorised representative of the account linked to the installation or aircraft operator, by an authorised representative of the verifier account linked to the installation or by a National Administrator. In the latter 2 cases, no approval is necessary. In the first case, approval of a verifier is required. Corrections of emissions may only be performed by a National Administrator. The possibility to upload emissions via an xml file is also granted to a National Administrator.

Failure to submit verified emissions by the regulatory deadline results in the account being blocked.

The Union Registry system calculates and displays a dynamic compliance status, which is recalculated each time an adjustment is made to verified emissions or surrendered units.

The Union Registry also stores and displays the static compliance status, which is calculated on 1 May and published on 15 May of the previous year. This static compliance status has the same value as that in the EUTL.

11.7. Transactions

Transactions are proposed either via the user interface or via an external platform. In all cases, they are processed by a transaction workflow engine.

The following transactions may be performed in the Union Registry system:

Table 4.7: Transaction types

Description
Issuance of AAUs and RMUs
Issuance of Chapter II allowances
Issuance of Chapter III allowances
Allocation of Chapter II allowances
Allocation of Chapter III allowances
Correction
Surrender of Kyoto units in KP registry
Surrender of Kyoto units in non-KP registry
Surrender of allowances
Transfer of Kyoto units (external)
Transfer (internal)
AAU set-aside
Cancellation against deletions
Cancellation

Deletion
Conversion
Retirement

At any given time, a transaction will be in one of the following states:

Table 4.8: Transaction status

Code	State	Description
1	PROPOSED	Status given to the transaction when it's initialised (possibly after being delayed) when the Transferring Registry is internal to CR 2012.
8	ACCEPTED	The Acquiring registry accepts the proposal
6	REJECTED	The Acquiring registry rejects the proposal
5	TERMINATED	Either of ITL, EUTL or Acquiring registries have found discrepancies or rejected the transaction.
4	COMPLETED	The transaction has been accepted and performed by all parties.
7	CANCELLED	The transaction has been cancelled either by the Transaction Log or after an internal cleanup.
40	DELAYED	The execution of the transaction is delayed.
47	DELAYED_CANCELLED	The transaction was cancelled when it was in status DELAYED.
92	REVERSED	The transaction has been reversed

11.8. Reversal of transactions

The following transaction reversals may be performed in the Union Registry system:

Description
Reversal of surrender of allowances
Reversal of allocation of Chapter II allowances
Reversal of allocation of Chapter III allowances
Reversal of deletion

11.9. Kyoto Processes

In the Kyoto part of the menu, the following functionalities can be found:

- Issuance of AAUs and RMUs
- Conversion;
- Carry-Over;
- Expiry Date Change,

- Replacement
- Retirement

Internal and external transfers and cancellations are available via the Accounts menu followed by "Propose a transaction".

ITL notifications simply need to be fulfilled, using the "Fulfil" button on the page that is presented when the notification is opened.

11.10. Reconciliation

The Union Registry supports two types of reconciliation:

- One for Kyoto activities, involving the Union Registry, the ITL and the EUTL,
- Another one for ETS activities, involving the Union Registry and the EUTL only.

Both follow the same protocol and are initiated respectively by the ITL and the EUTL. The table below shows the possible statuses of a reconciliation for Kyoto activities:

Table 4-9: Reconciliation statuses for Kyoto activities

Status	Description
Initiated	The registry has received a reconciliation request from the Transaction Log. A snapshot has been scheduled at the time indicated in the request.
Snapshot taken	The registry has taken the snapshot.
Consolidated totals	The registry has provided consolidated totals to the Transaction Log. This status is optional.
Per account totals	The registry has provided totals per account identifiers to the Transaction Log.
Unit blocks	The registry has provided a list of unit blocks in accounts for which discrepancies have been identified by the Transaction Log.
Audit trails	The registry has provided the transactional data for the unit blocks for which discrepancies have been identified by the Transaction Log.
Completed	The Transaction Log informed the registry that the reconciliation completed with success.
Completed with Manual Intervention	The Transaction Log informed the registry that the reconciliation was completed after a manual intervention (e.g. to edit an inconsistent unit block).
Start Request Denied	The registry has denied the reconciliation request because a previous reconciliation was still open. The open reconciliation must be completed, completed with manual intervention or closed before a new one can start.
Closed	The National Administrator has decided to abort the reconciliation. The registry will subsequently reject any message concerning that

	reconciliation sent by the Transaction Log.
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The process for ETS reconciliation is much simpler than the ITL reconciliation because the EUTL will directly query the snapshot information from the EUCR database. The process is as follows:

- Reception of a JMS message from EUTL containing an initiateReconciliation message with the reconciliation ID and snapshot date and time;
- At snapshot date and time, snapshot of all allowances (supplementary type code not null);
- Reception of a JMS message from EUTL containing a receiveReconciliation message with the final reconciliation status (completed, completed with MI, Start Request Denied)

The table below shows the possible statuses of an ETS reconciliation:

Table 4-10: ETS Reconciliation statuses

Status	Description
Initiated	The registry has received a reconciliation request from the EUTL. A snapshot has been scheduled at the time indicated in the request.
Snapshot taken	The registry has taken the snapshot.
Completed	The EUTL Log informed the registry that the reconciliation completed with success.
Completed with Manual Intervention	The EUTL informed the registry that the reconciliation was completed after a manual intervention (e.g. to edit an inconsistent unit block).
Start Request Denied	The registry has denied the reconciliation request because: <ul style="list-style-type: none"> • An ETS Reconciliation is already ongoing, • The provided snapshot time is a past value • An error was raised during the snapshot taking The EUTL closed the reconciliation with this status.
Closed	The National Administrator has decided to abort the reconciliation. The registry will subsequently reject any message concerning that reconciliation sent by the EUTL.

11.11. External Platform

An external platform (e.g. a trading platform company) that wishes to operate within one or more ETS registries must open an external platform account in each ETS registry where it wishes to operate. Before opening an account in any registry, the external platform operators must first contact the Central Administrator of the Union Registry in order to be authorised. An

external platform account itself is not authorized to hold any units. Once an external platform operator has opened an external platform account in a registry, its clients (who have opened a person holding account in the same registry), can authorise the external platform to perform transactions on their behalf (the so-called delegation mechanism).

The delegation is performed by assigning to the person holding account at least one authorized representative from the trading platform account. In order to cope with employees leaving the trading platform's company, it is recommended to assign more than 1 authorized representative of the trading platform account to the person holding account.

Once a person holding account has been delegated to an external platform account, it is no longer possible to initiate transactions for this account from the web interface of the Union Registry. All transactions for that account must be initiated by the external platform.

A external platform is only authorized to have one external platform account open in each ETS registry at any time.

All communications between the Union Registry and the external platforms are performed through secured connections and the requests sent by the external platforms must be digitally signed. If the Central Administrator approves the external platform, the European Commission will perform a connection test between the Union Registry and the external platform system by using the test connection operation. Once the connection effectiveness has been successfully verified, the external platform may request the administrators of the registries where it wishes to operate to open trading platform accounts.

The WSDL of the Web service implemented by the Union Registry for providing access to the external platforms provides the following operations:

- Request the Union Registry to initiate a transaction,
- Query the Union Registry regarding the status of a given transaction,
- Query the Union Registry regarding the balance of a given account,
- Retrieve from the Union Registry the list of all transactions involving a given account within a given timeframe,
- Test the connection between the CR2012 and a trading platform; this operation does not serve any ulterior business purpose.

12. BUSINESS PROCESS DESCRIPTION – EUTL

As mentioned in Section 3, the EUTL was developed from the existing CITL to reduce the workload. The approach taken was, that for each function in the Union Registry, the impact on the CITL was analysed and changes made accordingly. The resulting analysis is set out in the spreadsheet, included as Annex G to this document.

13. SUPPORT

Each Member State (MS) has a local helpdesk, referred to as Level 1, which deals with issues raised by end users in the registry that that MS administers. Issues that cannot be resolved at Level 1 are forwarded to the ETS Service Desk, referred to as Level 2. The ETS Service Desk

uses JIRA to record issues. Issues that require support from the software developer are raised to Level 3. These are monitored by the Commission and may feed into the change management procedure.

**ANNEX 12: DESCRIPTION OF THE CURRENT INFORMATION SYSTEM FOR THE
EU ETS
ANNEX A PROJECT GLOSSARY**



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
CLIMATE ACTION
Directorate B – European and International Carbon Markets

Project Glossary

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14. INTRODUCTION

The terminology used in the CR2012 is rather complex, since it makes use of concepts defined in the many documents (e.g. EU legislation, UNFCCC Data exchange standard) relating to the fight against climate change and the adoption of the Kyoto Protocol in 1997. The purpose of this Glossary is to ensure a common understanding of the business and technical terms that are used and continue to be used on the project. There are functional / business acronyms as well as technical acronyms.

The audience for this document is anyone involved in the CR2012 project particularly new team members whether they are new to the world of climate change or new developers needing a technical roadmap for the project.

This document will be updated when new acronyms are defined.

15. ACRONYMS AND DEFINITIONS

This section contains the business terms and acronyms used in the field of climate change. These terms are found in the legal texts on which the new system will be founded. The legal text reference is also mentioned where applicable.

Table 15-1 Business Acronym Definitions.

Acronym	Meaning
AAU	Assigned Amount Unit Tradable units derived from an Annex 1 Party's emission target under the Kyoto Protocol; they may be counted by Annex 1 Parties towards compliance with their emissions target and are equal to one tonne of carbon dioxide equivalent gases. Reference: Article 7(3) of Decision No 280/2004/EC
AAR	Additional Account Representative Additional person designated to carry out a checking functionality within the registry. They are responsible for checking the transactions taking place in an account. They have no access to carry out the transactions. The AAR can be a person from within the company or an external body.
Administrator of an account	The administrator determined for a particular type of account in the third column of Table 1-1 in Annex 1. Reference: Article 2(24) of Decision approved on 17 of February 2010
Administering Member State	Member State responsible for administering the community scheme in respect of an aircraft operator in accordance with Article 18a. Reference: Article 3(b)(q) of Directive 2008/101/EC (19 of November 2008 version).
Aircraft Operator	Person who operates an aircraft at the time it performs an aviation activity listed in Annex I or, where that person is not known or is not identified by the owner of the aircraft, the owner of the aircraft. Reference: Article 3(o) of DIRECTIVE 2003/87/EC
Allowance	Allowance to emit one tonne of carbon dioxide equivalent – among carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons and sulphur hexfluoride – during a specified period, which shall be valid only for the purposes of meeting the requirements of this Directive and shall be transferable in accordance with the provisions of this Directive.
Annex 1 Party	A country listed in Annex 1 to the UNFCCC; these are industrial countries, including those with economies in transition.
Annex B Party	Party listed in the Annex B to the Kyoto Protocol.
Annual emissions allocation	Annual maximum allowed greenhouse gas emissions in the years 2013 to 2020 as specified in Article 3(2). Reference: Article 2(2) of Decision No 406/2009/EC (23 of April

Acronym	Meaning
	2009 version).
AOHP	Aircraft Operator Holding Account An account designed to hold units which only aircraft operators can trade. See Aircraft Operator.
Attributed aviation emissions	Emissions from all flights falling within the aviation activities listed in Annex I which depart from an aerodrome situated in the territory of a Member State and those which arrive in such an aerodrome from a third country. Reference: Article 3(b)I of Directive 2008/101/EC (19 of November 2008 version).
CDM	Clean Development Mechanism Projects in developing countries under the CDM result in reduced emissions, or enhanced removals, in a host non-Annex 1 party and generate CERs The emissions credits from a project such as a CDM will be recognized for their use in this scheme subject to provisions adopted by the European Parliament and the Council on a proposal from the Commission, which should apply in parallel with the Community scheme in 2005. The use of the mechanisms shall be supplemental to domestic action, in accordance with the relevant provisions of the Kyoto Protocol and Marrakesh Accords. Reference: Article 30(3) of DIRECTIVE 2003/87/EC
CER	Certified Emission Reduction Unit The Kyoto Protocol sets out quantified emission targets for developed countries for the period from 2008 to 2012, and provides for the creation of certified emission reductions (CERs) from clean development mechanism (CDM) projects and their use by developed countries to meet part of these targets. CERs are tradable units generated by projects in non-Annex1 Parties under the CDM; they may be counted by Annex 1 Parties towards compliance with their emissions target and are equal to one tonne of carbon dioxide equivalent gases. Reference: Paragraph 28 of Directive 2009/29/EC
Chapter II allowances	Allowances issued under Chapter II of DIRECTIVE 2003/87/EC involving aviation. Reference: Article 2(8) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries.
Chapter III allowances	Allowances not issued under Chapter II of Directive 2003/87/EC involving other than aviation. Reference: Article 2(9) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries..
CITL	Community Independent Transaction Log Independent transaction log provided for in Article 20(I) of Directive 2003/87/EC for the purpose of recording the issue, transfer and cancellation of allowances and established, operated and maintained

Acronym	Meaning
	in accordance with Article 5. Reference: Article 2(i) of Commission Regulation (EC) No 2216/2004.
CDM Registry	The registry established by the CDM Executive Board on behalf of Non-Annex I Parties hosting CDM Projects. It is to ensure the accurate accounting of transactions of CERs, tCERs, and ICERs by those Parties. Its administrator is the Secretariat. Reference: Article 2(g) of Commission Regulation (EC) No 2216/2004.
Central Administrator	Person designated by the Commission to operate and maintain the CITL; the Central Administrator shall conduct an automated check on each transaction in registries through the independent transaction log to ensure there are no irregularities in the issue, transfer and cancellation of allowances; if irregularities are identified, the Central Administrator shall inform the Member State(s) concerned who shall not register the transactions in question or any further transactions relating to the allowances concerned until the irregularities have been resolved. Reference: Article 20 of Directive 2003/87/EC.
CMP	Conference of the Parties Conference of the parties to the United Nations Framework Convention on Climate Change adopted in New York on May 9, 1992. Reference: Article 1 of the Kyoto Protocol.
Commercial air transport operator	Operator that, for remuneration, provides scheduled or non-scheduled air transport services to the public for the carriage of passengers, freight or mail. Reference: Article 3(b)(p) of Directive 2008/101/EC (19 of November 2008 version).
COP	See CMP
CP	Commitment Period (CP0, CP1, ...) A specified period in which an Annex I Party is to show compliance with its emissions target. The first Commitment Period for the Kyoto Protocol is from 2008 to 2012. Reference: des_full_ver_1.1.2_fullversion.pdf
CR	Community Registry (in its version applicable until December 31, 2011) A registry established, operated, and maintained pursuant to Article 6 of Decision No 280/2004/EC, incorporating a registry established pursuant to Article 19 of Directive 2003/87/EC. This registry is hosted in the EU. Reference: Article 2(p) of Commission Regulation (EC) No 2216/2004.

Acronym	Meaning
CR2012	Community Registry 2012 The Registry of the EU from January 1, 2012 onwards Reference: Vision Document
CSEUR	Consolidated System of EU Registries The system of registries containing the ETS as well as the Kyoto Protocol registries on the same technical platform.
CST	Compliance Status Table Table in the registry where compliance status is kept. Compliance is calculated based on submitted verified emissions.
DIGIT	Group at the European Commission responsible for the IT systems of the Commission.
ERU	Emission Reduction Unit Tradable units generated by projects in Annex 1 Parties under Joint Implementation; they may be counted by Annex 1 Parties towards compliance with their emission target and are equal to one tonne of carbon dioxide equivalent gases; ERU's are issued by the country in which the project is implemented; the implementation of a JI results in a transfer of ERU's from one country to the other, but the total emissions permitted in the countries remain the same. Reference: Article 3(m) of Directive 2003/87/EC (13 October 2003 version)..
ETS	Emissions Trading Scheme The trading of units which may count towards compliance by Annex I Parties with their emissions targets. Domestic (e.g., UK) and regional (e.g., EU) emissions trading schemes are also being established under the umbrella of Article 17 emissions trading under the Kyoto Protocol. Reference: Article 17 of the Kyoto Protocol
EUA	European Union Allowance New unit to be traded on the ETS market as of January 1, 2012.
EUTL	European Union Transaction Log Standardized electronic database to record all information relating to the holdings and transfers of Kyoto Units made available in accordance with Article 6(2) of Decision No 280/2004. This system will replace the current CITL as of January 1, 2012. Reference: Article 4(1) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries.
GHG	Greenhouse Gas Gases listed in Annex II and other gaseous constituents of the atmosphere, both natural and anthropogenic, that absorb and re-mit infrared radiation. Reference: Article 3I to Directive 2003/87/EC (13 Occtober 2003 version).

Acronym	Meaning
Greenhouse gas emissions	Emissions of Carbon Dioxide (CO ₂), methane (CH ₄), nitrous oxide (N ₂ O), hydrofluorocarbons (HFCs), perfluorocarbons (PFCs), and sulfur hexafluoride (SF ₆) from the categories listed in Annex I, expressed in terms of tones of CO ₂ equivalent, as determined pursuant to Decision No 280/2004/EC, excluding greenhouse gas emissions covered under Directive 2003/87/EC. Reference: Article 2(1) of Decision No 406/2009/EC (23 of April 2009 version).
FAT	Functional Acceptance Test Type of testing performed on the system as a whole where the systems involved include the CSEUR and the EUTL.
Historical aviation emissions	Mean average of the annual emissions in the calendar years 2004, 2005, and 2006 from aircraft performing an aviation activity listed in Annex I. Reference: Article 3(b)(s) of Directive 2008/101/EC (19 of November 2008 version).
Installation	Stationary technical unit where one or more activities – related to energy activities, production and processing of ferrous metals, mineral industry, production of pulp, paper and board – are carried out and any other directly associated activities which have a technical connection with the activities carried out on that site and which could have an effect on emissions and pollution. Reference: Article 3(e) of Decision 2003/87/EC (13 October 2003 version).
ITL	International Transaction Log An electronic database established by the Secretariat to monitor the validity of transactions between registries under the Kyoto Protocol. Reference: DES full ver 1.1.2 fullversion.pdf
JI	Joint Implementation Joint implementation under Article 6 of the Kyoto Protocol; projects in industrialized countries under joint implementation result in reduced emissions, or enhanced removals, in host non-Annex 1 Party and generates CER's; Emissions reduction projects implemented in other industrialized countries.
KU	Kyoto Unit One tonne CO ₂ equivalent. The EU ETS does not accept all Kyoto units for surrender against verified emissions. Each member state within the EU ETS scheme will also set limits and conditions on the use of Kyoto units within the EU ETS Scheme. Reference: Article 2 (n) of Commission Regulation (EC) No 2216/2004 (21 December version).
ICER	Long-term CER Units issued for an afforestation or reforestation project activity under CDM which, subject to Decision 5/CMP.1 of the Protocol, expires at the end of the emission reduction crediting period of the afforestation

Acronym	Meaning
	or reforestation project activity under the CDM for which it was issued. Reference: Article 2(10) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries.
LULUCF	Land Use, Land-Use Change and Forestry Credits generated by CDM and JI projects and include tCERs, ICERs, and ERUs.
MS	Member State Countries participating in the Emissions Trading System as referred to in Annex II DECISION No 406/2009/EC.
NA	National Administrator Entity responsible for managing on the behalf of a Member State a set of user accounts under the jurisdiction of a Member State in the Union Registry, designated in accordance with Article 6. Reference: Article 2(23) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries.
NAP	National Allocation Plan Total quantity of GHG emissions accounting units ("Allowances") that a European Community Member State intends to allocate for a commitment period and how it proposes to allocate them.
Operator	Person who operates or controls an installation or to whom decisive economic power over the technical functioning of the installation has been delegated.
PHA	Person Holding Account This is an account, which is held by an individual and is used for transfer and trading purposes.
Registry Administrator	Registry administrator of the Union Registry or any other Kyoto Protocol Registry. Reference: Article 2(22) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries.
RMU	Removal Unit Tradable units generated on the basis of removals of greenhouse gases from the atmosphere through LULUCF activities under Articles 3.3 and 3.4 of the Kyoto Protocol; they may be counted by Annex 1 Parties towards compliance with their emissions target and are equal to one tonne of carbon dioxide equivalent gases.
SAT	Site Acceptance Test Test performed on the application at the Commission before an application is able to be deployed into production environment.
Union Registry	Registry of the European Union from January 1, 2012.

Acronym	Meaning
UNFCCC	United Nations Framework Convention on Climate Change Framework Treaty to which the Kyoto Protocol is allied.
tCER	Temporary CER Units issues for an afforestation or reforestation project activity under the CDM, which subject to Decision 5/CMP.1, expires at the end of the Kyoto Protocol commitment period following the one during which it was issued. Reference: Article 2(22) of 17 February 2010 revised draft COMMISSION REGULATION (EU) for a standardised and secured system of registries.
Unit	Generic term for AAU's, RMU's, ERU's and CER's.
VET	Verified Emissions Table Table in the registry which contains the verified emissions for each Member State. Compliance calculations are made using the verified emissions in this table. If verified emissions are not entered, the installation will result in non-compliance.

16. TECHNICAL ACRONYMS

This section represents the technical aspect of the project. This table will be used most by developers and analysts on the project. More detailed explanations of the terms and document(s) where they are used and plan to be used can be found in the table below.

Table 16-1 Technical Reference.

Abbreviation	Meaning
API	Application Programming Interface Common protocol used by applications to communicate between themselves. Reference: Vision Document v. 1.3.2
CA	Certificate Authority A trusted third-party organization or company that issues digital certificates used to create digital signatures and public-private key pairs. The role of the CA in this process is to guarantee that the individual granted the unique certificate is, in fact, who he or she claims to be. Usually, this means that the CA has an arrangement with a financial institution, such as a credit card company, which provides it with information to confirm an individual's claimed identity. CAs are a critical component in data security and electronic commerce because they guarantee that the two parties exchanging information are really who they claim to be. Reference: Vision Document v. 1.3.2
DES	Data Exchange Specifications Technical specifications for the exchange of information between systems and applications. Reference: Vision Document v. 1.3.2
ECAS	European Commission Authentication Service European Commission application designed to provide a Single Sign On capability to Members of the European Union. Reference: Vision Document v. 1.3.2
GWT	Google Web Toolkit Java software development framework and development toolkit for building and optimizing complex browser-based applications. Reference: POC Design Document
HTTP	HyperText Transfer Protocol The underlying protocol used by the World Wide Web. HTTP defines how messages are formatted and transmitted, and what actions Web servers and browsers should take in response to various commands. Reference: Vision Document v. 1.3.2
IAD	Iterative Development Approach Cyclic software development process developed in response to the weaknesses of the waterfall model. It starts with an initial planning and ends with deployment with the cyclic interaction in between.

Abbreviation	Meaning
	Reference: CR2012-PLAN-Development-V1.1
IP	Internet Protocol IP specifies the format of packets and the addressing scheme. Most networks combine IP with a higher-level protocol called Transmission Control Protocol (TCP), which establishes a virtual connection between a destination and a source. Reference: Vision Document v. 1.3.2
IPSec	IP Security A set of protocols to support secure exchange of packets at the IP layer. IPSec has been deployed widely to implement Virtual Private Networks (VPN). IPSec supports two encryption modes: Transport and Tunnel. Transport mode encrypts only the data portion (payload) of each packet, but leaves the header untouched. The more secure Tunnel mode encrypts both the header and the payload. On the receiving side, an IPSec-compliant device decrypts each packet. Reference: Vision Document v. 1.3.2.
J2EE	Java 2 Enterprise Edition J2EE is a platform-independent, Java-centric environment from Sun for developing, building and deploying Web-based enterprise applications. Reference: Vision Document v. 1.3.2.
JMS	Java Message Service Java Message Service, part of the J2EE suite, provides standard APIs that Java developers can use to access the common features of enterprise message systems. JMS supports publish/subscribe and point-to-point models and allows the creation of message types consisting of arbitrary Java objects. JMS provides support for administration, security, error handling, and recovery, optimisation, distributed transactions, message ordering, message acknowledgment, and more. Reference: Vision Document v. 1.3.2.
JSF	Java Server Faces Technology Technology used to simplify the development of user interfaces for JavaServer applications. Reference: POC Design Document.
PKI	Public Key Infrastructure A system of digital certificates, Certificate Authorities, and other registration authorities that verify and authenticate the validity of each party involved in an Internet transaction. Reference: Vision Document v. 1.3.2
PrimeFaces	Library used for the development of interfaces. Reference: POC Design Document.
SOAP	Simple Object Access Protocol A lightweight XML-based messaging protocol used to encode the

Abbreviation	Meaning
	<p>information in Web service request and response messages before sending them over a network. SOAP messages are independent of any operating system or protocol and may be transported using a variety of Internet protocols, including SMTP, MIME, and HTTP</p> <p>Reference: DES v. 1.1.2.</p>
SSL	<p>Secured Socket Layer</p> <p>A protocol developed by Netscape for transmitting private documents via the Internet. SSL works by using a private key to encrypt data that is transferred over the SSL connection. By convention, URLs that require an SSL connection start with https: instead of http.</p> <p>Reference: DES v. 1.1.2.</p>
TCP	<p>Transmission Control Protocol</p> <p>TCP is one of the main protocols in TCP/IP networks. Whereas the IP protocol deals only with packets, TCP enables two hosts to establish a connection and exchange streams of data. TCP guarantees delivery of data and also guarantees that packets will be delivered in the same order in which they were sent.</p> <p>Reference: DES v. 1.1.2, Vision Document v. 1.3.2.</p>
TCP/IP	See TCP and IP
VPN	<p>Virtual Private Network</p> <p>Network that is constructed by using public wires to connect nodes. For example, there are a number of systems that enable you to create networks using the Internet as the medium for transporting data. These systems use encryption and other security mechanisms to ensure that only authorised users can access the network and that the data cannot be intercepted.</p> <p>Reference: DES v. 1.1.2, Vision Document v. 1.3.2.</p>
XML	<p>Extensible Mark-up Language</p> <p>A specification developed by the W3C. XML is a pared-down version of SGML, designed especially for Web documents. It allows designers to create their own customised tags, enabling the definition, transmission, validation, and interpretation of data between applications and between organisations.</p> <p>Reference: DES v. 1.1.2, Vision Document v. 1.3.2.</p>

ANNEX 12: DESCRIPTION OF THE CURRENT INFORMATION SYSTEM FOR THE EU ETS

ANNEX B Functional Process Descriptions



EUROPEAN COMMISSION
DIRECTORATE-GENERAL
CLIMATE ACTION
Directorate B – European and International Carbon Markets

Functional Process Descriptions

Union Registry and the European Union Transaction Log (EUTL)

Annex B-1 Functional process flows for registry user and account management

Introduction

This document provides a simplified overview of the User and Account Management processes that are required for successful implementation of the Consolidated System of European Union Registries (CSEUR). It forms the basis for discussion in the Specification and Test Working Group.

Scope

This document is limited to simple “success” cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required. The processes described are suitable for Operator Holding Accounts, Aircraft Operator Holding Accounts, Verifier Accounts, National Holding Accounts, National Administrators and Person Holding Accounts.

Out of scope for this document

1. Full description of the data model required Description of security and logon/password management²²
3. Design of the data migration process²³
4. Processing of minimum/maximum number of Authorised Representatives
5. Detail of notifications
6. Description of manual processes such as requests for additional information by the National Administrator when documents supplied are unclear or insufficient.
7. Description of the mapping of ECAS logins to Unique Registry Identifiers (URIDs) and general issues regarding ECAS integration.

Definitions

Account Representative	A person with the role of Authorised Representative, Additional Authorised Representative, Auditor or, in the future, a customised variant of the Authorised Representative role created to suit the national needs of a particular Registry. The Account Representative will only be able to carry out the action specified if they have been granted sufficient access under Role Management.
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²² Annex 2 to this document will contain a description of the authentication process.

²³ Data migration is the subject of another work stream.

Business Data	Information relating to a person's place of work including business address and work e-mail. A user will have business data entered for each Account Holder for whom they act as Account Representative. Business Data is only entered once for each Account Holder and is done the first time a user is nominated for an Account Representative role for that Account Holder.
Credentials	Personal data to be verified before an enrolment key is issued (including proof of identification)
Enrolment Key	A one time access code given to a person when a National Administrator has checked his/her credentials.
Enrolled User	The status of a user meaning that they have been validated by the National Administrator, been issued with an Enrolment Key (see below) and used the Enrolment Key. An enrolled user will have access to the accounts for which they have been appointed Account Representative.
Registered User	A person who exists in the Registry, but has yet to be validated by a National Administrator. A person who has registered but not enrolled will be unable to gain access to accounts.
URID	Unique Registry ID. An identifier that uniquely identifies an individual within a single national registry. This ID allows users to avoid the need to disclose their user name
User	A physical person carrying out a manual process (e.g. posting formally authorised documents). It will be the responsibility of the National Administrator to verify that, for example, documents have been supplied by a person with sufficient authority to do so.

Assumptions

1. Initial data migration has taken place
2. Registry is Operational
3. At least one National Administrator has been created
4. A two factor authentication solution (or solutions) that has been approved by the Commission has been implemented.
5. An Account Representative only needs to log in once to see both his/her Kyoto and non-Kyoto units irrespective of whether these are held in one or two accounts (a Kyoto account and an EU ETS account).
6. Where references are made to filling in an on-line form a variant will exist to allow the user

to print the form off in pdf format and post in where the Registry for country XX has been configured in this way

7. The National Administrator for country XX may carry out all actions in the Registry designated as a user action where either country XX has designated the action as an “Administrator only” action or the user is unable to carry out the action for technical reasons and appropriate written authority has been obtained for the administrator to carry out the action on behalf of the user.
8. Where an on-line form is filled in, the National Administrator is notified of the pending application by it appearing in their Work Queue.
9. Where reference is made to the National Administrator approving an application, there will be an option to reject it. Also, National Administrators will have the option to edit applications before approving them.
10. Verifier Accounts can have one account representative as a minimum rather than two.
11. Users are linked to Account Holders by virtue of having been assigned a role for at least one account under that Account Holder and entering Business Data for that Account Holder.
12. When referring to an Account Representative, if it is NOT specified, it should be understood that the process is the same for all representatives.
13. The processes described below apply to both person holding accounts and operator holding accounts.

Limitations

1. Technical solutions are not discussed
2. Processes refer to one Registry only (the National Registry of country XX) and would have to be carried out once in each Registry where the account holders and users are required even if the legal entity/individual is the same company/person.
3. Switching between different National Registries is omitted from this set of processes.

Processes

1. Register User

Pre-condition: User has registered and has a login

Outline Process:

1. User selects URL for the National Registry of country XX
2. User selects the login button and is directed to login page
3. After login, the user is directed to the Home Page of Registry XX
4. User fills in application form, including all data related to the personal information for the user, to become a user in Registry XX
5. User receives their Unique Registry ID (URID)

Post-condition: User is registered but not enrolled in Registry XX.

2. Enrolment in Registry XX

Pre-condition: User has registered in Registry XX as in the process above and received their URID.

Note: Enrolment is never carried out as a process on its own. It only occurs as part of another process (e.g. Appoint Account Representative).

1. Registered user sends credentials to the National Administrator
2. National Administrator checks the Credentials
3. National Administrator approves the enrolment of the user.
4. National Administrator issues an Enrolment Key to the registered user
5. Registered user is required to enter enrolment key.

Post-condition: in the user is enrolled in Registry XX.

3. Add / Appoint Account Representative²⁴

Pre-condition: User has registered as above and received their URID. The account does not already have the maximum number of Account Representatives.

Note: Depending on the registry process, this could be carried out by the registry administrator (only).

Outline Process:

1. Account Representative logs into the Registry and sets his/her context to the account requiring a new Account Representative.
2. Account Representative is offered the option to select the Prospective Account Representative from a list of enrolled users that already have a role and Business Data for the Account Holder.
3. If the Prospective Account Representative does not currently hold a role for the Account Holder the Account Representative enters a URID and Business Data.
4. The application form will specify the role.
5. If it is the first time that a registered user has been nominated as an Account Representative for a specific Account Holder they must also enter business data for the Account Holder. *Note:* the user will not have to enter business data for the same Account Holder again but may change the existing business data for this account specifically if they wish.
6. User sends required documentation to National Administrator as part of the nomination process (for first time users this will include credentials and business data documentation). For enrolled users, business data documentation will have to be sent if this is the first time that they have been nominated as an Account Representative under this Account Holder.
7. National Administrator checks documentation.
8. National Administrator approves user as Account Representative in Registry XX for Account Holder YY.
9. New registered users are sent an enrolment key.

²⁴ Note, Account Representative can be for OHA, PHA, AOHA, NA, VA.

Post-condition: Once the registered user completes enrolment is approved as an Account Representative in Registry XX. User only has access to the account for which they have just been approved as an Account Representative.

4. Remove a Representative from an account²⁵⁷⁸

Pre-condition: The account has sufficient Account Representatives to allow removal. .

Note: Depending on the registry process, this could be carried out by the registry administrator (only).

Outline Process:

1. Account Representative logs into Registry XX
2. Account Representative sets their working context to the account to be modified
3. Account Representative A fills in a form to remove an Account Representative from the account. This could be Representative B or it could be themselves.
4. The Account Representative to be removed for this account is immediately "suspended" so they no longer have access to the account.
5. Account Holder sends documentation to National Administrator.
6. National Administrator checks the documentation.
7. National Administrator approves the removal of the Account Representative
8. If removal is "rejected" by National Administrator, the Account Representative is no longer suspended.
9. If former Account Representative is no longer an Account Representative for any account operated by the Account Holder the business data associated with this Account Representative for this Account Holder is removed from the user.

Post-condition: Former Account Representative no longer has access to account information for that account. Former Account Representative has no business data associated with the Account Holder if they have been removed from all accounts operated by the Account Holder. Business data will be re-requested if they are re-appointed to an account operated by the same Account Holder.

5. Un-enrol a user at user's request

Pre-condition: The user is enrolled

Note: Depending on the registry process, this could be carried out by the registry administrator (only).

Outline Process:

1. User logs into Registry XX
2. User fills in a form to have their URID un-enrolled
3. All roles associated with the user are immediately suspended
4. User sends documentation to National Administrator

²⁵ Note, Account Representative can be for OHA, PHA, AOHA, NA, VA. It is important to note that there is a process by which removal and addition can happen in one step. That is, a "replace account representative" process. Nonetheless, the steps above are essentially the same.

5. National Administrator checks the documentation. (This may have to include authorisation from the Account Holder to remove the user from any Account Representative roles they may hold.)
 6. National Administrator approves the un-enrolment of the user.
7. National Administrator removes the user from any Account Representative roles they hold.

Post-condition: User is no longer enrolled in Registry XX. In order to be re-enrolled in Registry XX they will need to go through the Enrolment process again and receive a new Enrolment Key.

6. Open an Account where Account Holder²⁶ does not exist in the Registry

Pre-condition: Prospective Account Representatives have already registered and have received their URIDs. Account Holder exists as a legal entity (e.g. a company) that can be checked by the National Administrator.

Note: This process is NOT valid for National Accounts as the Account Holder will already exist.

Note: Depending on the registry process, this could be carried out by the registry administrator (only).

Outline Process:

1. User fills in application form to open an account in Registry XX; including Account Holder information
2. User includes in the application the URIDs and business data of the Prospective Account Representatives and specifies the role for each nominated Account Representative.
3. Account Holder sends required documentation to the National Administrator including Credentials for any user that is not enrolled in Registry XX .
4. If it is the first time that a registered user has been nominated as an Account Representative for a specific Account Holder they must also enter business data for the Account Holder. Note: the user will not have to enter business data for the same Account Holder again but may change the existing business data for this account specifically if they wish.
5. National Administrator checks documentation. National Administrator also checks that the user has not made an error in assuming that the Account Holder does not already exist.
6. If the user has made an incorrect judgement in this regard, then the account is created under the existing Account Holder by the National Administrator.
7. If the user has been correct, National Administrator approves the application (Account Holder created in Registry XX; and new Account Representatives sent their enrolment keys in Registry XX; new Account Representatives have business data associated with Account Holder).
8. Account opened in Registry XX.
9. Account Representatives given access to account.

²⁶ Note, Account Holder can be for OHA, PHA, AOHA.

Post-condition: Account Representatives have access to the account to which they have just been appointed. Account Holder created in Registry XX. Business data link created between the Account Representatives and the Account Holder.

7. Open Account where Account Holder²⁷ already exists in the Registry

Pre-condition: The Account Holder has at least one open account in the Registry with Account Representatives. Prospective Account Representatives for the new account have registered and so have URIDs in the Registry.

Note: Depending on the registry process, this could be carried out by the registry administrator (only).

Note: For Verifier Account, this process is not possible as Verifier Account Holders can only ever have one account. That is, there is a 1:1 relationship between Verifier Account Holder and Verifier Account, whereas Operator Account Holder and OHA have a 1 to many relationships.

Outline Process:

1. Account Representative logs into Registry XX
 2. Account Representative sets their working context to an account operated by the Account Holder.
 3. Account Representative fills in application form to open an account in Registry XX;
 4. Account Representative is offered the option to select the Prospective Account Representative from a list of people with URIDs that already have active roles and Business Data for the Account Holder.
 5. If the Prospective Account Representatives do not currently hold active roles for the Account Holder, then the Account Representative enters their URIDs.
 6. If it is the first time that a registered user has been nominated as an Account Representative for a specific Account Holder they must also enter business data for the Account Holder. Note: the user will not have to enter business data for the same Account Holder again but may change the existing business data for this account specifically if they wish.
 7. Account Representative specifies the role for each Prospective Account Representative. .
 8. Account Holder sends required documentation to the National Administrator including Credentials for any user that is not enrolled in Registry XX and business data for all prospective Account Representatives not previously linked to the Account Holder.
9. National Administrator approves the application for an account.

Post-condition: New account created for the Account Holder. Account Representatives with no previous Business Data for the Account Holder now have that Business Data. Registered Account Representatives receive their Enrolment Keys from the National Administrator If Authorised Representatives are Authorised Representatives for more than one account in Registry XX they are able to access all accounts from the same login session.

²⁷ Note, Account Holder can be for OHA, PHA, AOHA, NA.

8. Add / Appoint National Administrator

Pre-condition: User has registered and received their URID and at least one National Administrator already exists in the Registry.

Outline Process:

10. Existing National Administrator logs into Registry XX and completes the application for a prospective National Administrator.
11. The Existing National Administrator will also enter the business data for the prospective NA.
12. National Administrator follows internal process for validation of new National Administrator (this may include credentials check).
 13. National Administrator approves prospective National Administrator.
 14. New National Administrator is sent an enrolment key.

Post-condition: Once the new National Administrator completes enrolment they will have access to all permissions granted to this role in Registry XX.

Housekeeping

The following housekeeping processes will be required. For each, a report or other form of notification will be required for the National Administrator. The National Administrator will need to review the report and determine what, if any, action needs to be taken.

1. Enrolled users with no active roles for any account. A list of representatives with no active role for any account can be generated in the system. The registry administrator can manually un-enrol the users meaning that a new Enrolment Key will be required if the user is to take up a new appointment in the Registry.
2. Registered users that have never been enrolled (i.e. Enrolment Key has never been given) can also be listed in the system and their URIDs can be removed at the discretion of the National Administrator.
3. Registered users that have not used their Enrolment Key within a specified period of time need to be listed on a report in order that the National Administrators can chase users accordingly.
4. Account Holders who have no open accounts in the Registry.
5. Registered users whose Credentials have expired.
6. Inactive AOHA.

Description of the Authentication Process

This annex is a placeholder for a description of the authentication process.

The Commission's preferred solution for implementing 2-factor authentication in the Union registry by 1 January 2012, as required by the latest version of the Registry Regulation, is ECAS extended by a second authentication factor. The ultimate goal is the integration of Member States' own national authentication services into ECAS (the ECAS_STORK project).

Annex B-2 Functional process flows for Update Account Details

INTRODUCTION

This document provides a simplified overview of the Update Account Details processes that are required for successful implementation of the Consolidated System of European Union Registries (CSEUR). It forms the basis for discussion in the Specification and Test Working Group.

SCOPE

This document is limited to simple cases which are largely the “success” cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

OUT OF SCOPE FOR THIS DOCUMENT

1. Full description of the data model required
2. Full description of manual processes carried out by an Authorised Representative or National Administrator

DEFINITIONS

Authorised Representative	A user with a role of Authorised Representative or a variant of that role which gives permission to propose an update of account details.
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ASSUMPTIONS

1. Initial data migration has taken place
2. Registry is Operational
3. Where references are made to approving an action there will also be an option to reject and enter a rejection comment.
4. Authorised Representatives will only be able to update details that are relevant to the account type. For example, Authorised Representatives of a Verifier will never be given the option to update the Account Identifier as this is not relevant to a Verifier Account which is identified by the Account Holder Name.
5. Where reference is made to entering data on a form in the Registry there will be an option to print out a form and post it to the National Administrator if the National Registry of country XX has been configured in that way.
6. Actions carried out in the Registry by an Authorised Representative in this

document may also be carried out by the National Administrator if desired. The registry can also be configured so that these actions can ONLY be carried out by the National Registry of country XX.

7. Account Holder Details can only be updated for Account Holders with at least one open (including blocked or inactive) account or when an application is received to open a new account with an Account Holder which has been dormant (i.e. no open accounts).
8. Account Holder Details cannot be updated for Account Holders with only closed or rejected accounts unless a new account is opened at the same time.
9. Account Details can only be updated for accounts which are open (including blocked or inactive).
10. Account Details cannot be updated for accounts which are closed or rejected accounts.
11. A full description of data items covered is listed in Annex III of the draft regulations. A copy of this is included in Annex I of this document.

LIMITATIONS

1. Technical solutions are not discussed
2. Processes refer to one Registry only (the National Registry of country XX)

PROCESSES

1. Update Account Details – National Administrator approval not required

Pre-condition: The Account is open in the Registry

Outline Process:

1. Authorised Representative logs into the Registry
2. Authorised Representative enters updates into the Registry.
3. Authorised Representatives confirms the changes are to be made
4. Registry records the changes
5. If account level data has been changed all Authorised Representatives appointed to the account are notified that changes have been made
6. If Account Holder level data has been changed all Authorised Representatives of the Account Holder are notified that changes have been made

Post-condition: Account Details are updated.

Question: Would any of the Registries wish to set the items listed in Annex III as “not requiring National Administrator approval” to update as “requiring Administrator approval” or can it be assumed that all Registries will allow Authorised Representatives to update these items?

2. Update Account Details – National Administrator approval required. Change required for open account

Pre-condition: The Account is open (including blocked or inactive) in the Registry *Note:*

These changes all apply at the Account Holder Level *Outline Process:*

1. Authorised Representative of one of the accounts operated by the Account Holder logs into the Registry
2. Authorised Representative fills in a form to request a change to account details. (Note: The only time the “Account Holder ID as issued by UR” will appear on this form is if the action is being carried out by the National Administrator on behalf of the Account Holder)
3. Authorised Representatives confirms the changes are to be made
4. Proposed changes are sent to the National Administrator task list
5. Account Holder sends supporting documentation to National Administrator
6. National Administrator checks the requested changes against the supporting documentation
7. National Administrator approves the changes
8. Registry records the changes
9. All Authorised Representatives of the Account Holder are notified that changes have been made.

Post-condition: Account Details are updated.

Question: Where a Registry is configured to allow Authorised Representatives to make changes online rather than by paper form do we need an option to combine the process flows above so a user can request the amendment of all details at the same time with some of the changes being committed immediately and some sent to the National Administrator Task List?

3. Update Account Details – Information received from new account application

Pre-condition: The Account Holder exists in the Registry. Application for a new account received.

Note 1: This process flow is really an extension to the “Open Account where Account Holder does not exist” flow in the main Account Management document so many of the validation steps detailed there are omitted to avoid duplication.

Outline Process:

1. Account Holder applies to open a new account in the Registry using the public site or via paper form.
2. Application is received by the National Administrator either by post or on their Task List.
3. National Administrator realises that the Account Holder is the same as an existing one but the details are slightly changed
4. National Administrator checks the details against the supporting documentation sent by the Account Holder
5. National Administrator moves the new account to the existing Account Holder
6. Where Account Holder Details already held in the Registry differ from those in the application the National Administrator confirms which items are to be updated. (Note: In the case where the Account Holder already has open accounts the National

Administrator will have to resolve the differences with the Account Holder and determine what, if any, action needs to be taken on the new and/or existing accounts.)

7. On approval of the new account the Registry updates the modified items of the Account Holder Details.
8. If the Account Holder already had open account (including blocked or inactive) all existing Authorised Representatives are notified that changes have been made.

Post-condition: New account is opened and existing Account Holder details updated

ANNEX 1

<i>Item No.</i>	<i>A</i> Account detail item	<i>B</i> Mandatory or Optional?	<i>C</i> Type	<i>D</i> Can be updated?	<i>E</i> Is approval from NA needed for update?	<i>F</i> Displayed on UR public website?
1	Account ID (given by UR)	M	Preset	No	n.a.	No
2	Account type	M	Choice	No	n.a.	Yes
3	Commitment period	M	Choice	No	n.a.	Yes
4	Account Holder ID (issued by UR)	M	Free	Yes	Yes	Yes
5	Account holder Name	M	Free	Yes	Yes	Yes
6	Account Identifier (given by account holder)	M	Free	Yes	No	No
7	AH Address – country	M	Choice	Yes	Yes	Yes
8	AH Address – region or state	O	Free	Yes	Yes	Yes
9	AH Address – city	M	Free	Yes	Yes	Yes
10	AH Address – postcode	M	Free	Yes	Yes	Yes
11	AH Address – street	M	Free	Yes	Yes	Yes
12	AH Address – street No.	M	Free	Yes	Yes	Yes
13	AH Company registration No. or ID No.	M	Free	Yes	Yes	Yes
14	AH Telephone 1	M	Free	Yes	No	Yes
15	AH Telephone 2	M	Free	Yes	No	Yes
16	AH email address	M	Free	Yes	No	Yes
17	Date of Birth (for natural persons)	O	Free	No	n.a.	No
18	Place of Birth (for natural persons)	O	Free	No	n.a.	No
19	VAT registration number with country code	O	Free	Yes	Yes	No
20	Account opening date	M	Preset	No	n.a.	Yes
21	Account closing date	O	Preset	Yes	Yes	Yes

Annex B-3 Account Closure

Introduction

This document contains all possible closure situations reflected in Reg Reg IV.

The pre-condition in all cases is that the Account Holder has at least one open account with Account Representatives in one Registry.

Assumptions:

- (1) The correspondence (reminders/notifications) with the account representatives is not managed within the registry.
- (2) The timing constraints and deadline are not managed automatically by the registry however the closure request may contain information on the deadline

Processes

Request closure by National administrators (note: this is the only valid route for closure for OHA and AOHA, National Administrators can close all account types.)

Pre-condition:

- (1) The closure is requested by the Competent Authority or
- (2) The National Administrator closes the account on behalf of the account holder *Outline*

Process:

1. National Administrators logs into Registry
2. National Administrator selects account to close
3. A task is created in the task list pending approval (note the Registry Administrator can set the due date for the task (e.g. 30 June of the following year).

Post-condition: A request for account closure is pending

Request closure by Account representatives

Pre-condition:

- Option available for person holding accounts, trading platform holding accounts and Verifier account.

Outline Process:

1. Account Representative logs into Registry
2. Account Representative selects account to close and includes all relevant details.
3. If the account has a positive balance, the system will inform the Representative that the balance must be 0 before proceeding with the request.
4. A task is created in the task list pending approval by Registry Administrator. While the task is pending the account will be suspended and no units can be transferred into the account. The Account Representative will be informed that the account will be

suspended pending approval.

5. Account is suspended pending approval by Registry Administrator.

Post-condition: A request for account closure is pending, waiting for approval

Request Closure of operator holding accounts (OHA), AOHA.

Pre-condition: *Outline*

Process:

1. Competent Authority notifies National Administrator of a permit being revoked or surrendered
2. National Administrator selects the relevant account and installation details
3. National Administrator records the permit revocation date and confirms the last year for which a Verified Emission report is expected.
4. Installation has status 'permit revoked'
6. A task is created in the task list pending approval by Registry Administrator. Due date will default to 30 June of the year following the revocation year.

Post-condition: A request for account closure is pending, waiting for administrative deadline and approval

Closure of an account

Pre-condition:

1. A request to close an account is pending
2. The request can address the closure of any type of account *Outline*

Process:

1. National Administrator selects a pending request
2. Registry performs checks corresponding to the type of account
 - a. Account Holding for all account types
 - b. Compliance for OHA and AOHA
 - c. Link with Operator for Verifier account and link with PHA for trading platform account.
3. Registry shows the results and propose options to National Administrator :
 - a. All conditions fulfilled, options are: Approve or Reject or Postpone
 - b. At least one check failing, options are : Force Closure or Reject or Postpone

Note: The option 'postpone' simply leaves the request in the pending state

Note: The option 'Force closure' requires a comment/reference to the decision

4. National Admin checks additional documentation if relevant

5. If account has a balance > 0 then, the registry administrator notifies the Account Holder that balance will need to be transferred (this is a notification outside of the system but, this can be noted in the system.)
6. Once sufficient time has elapsed Registry Administrator can transfer remaining balance and proceed with closure.
7. if the request is rejected:
 - c. Registry notifies the account representatives of the decision
 - d. Registry sets account status to "Open"
8. if the request is approved or force closure:
 - e. Registry notifies the account representatives that the account has been closed.
 - f. Registry sets account status to "Closed"
9. Registry notifies the relevant account representatives that account has been closed. If this is an active verifier account, the registry will inform the account representatives that proposed emissions are outstanding and another verifier must be appointed.
10. A report can be generated to show account holders with no remaining open accounts but, these account holders will remain in the system and can be selected for future account applications.

A report can also be generated to show PHA accounts with 0 balance and no trading for x months, years in accordance with the Reg.Reg.

Post-condition: Account status in Union Registry turned to "Closed". If former Account Representatives are no longer Account Representatives for any other account operated by that Account Holder, all business data associated with them will be deleted. Business data will be re-requested if they are re-appointed to an account operated by that Account Holder. If Account Holder does not have any other account in that Registry, they won't be able to access any account only the Registry (they will turn to enrolled user with no active role).

Annex B-4 Process National Allocation Plan Management

Sub-process Allocation for Operator Holding Accounts

National Admin Selects Account from which allocation will be taken.

Deselect accounts/installations which shouldn't get an allocation at this moment.

CR2012 Saves the selection

National Admin Initiates the automatic allocation process . The system will confirm that the administrator wants to initiate the allocation. (Alternatively, the allocation request could go to the task list for approval by a second NA)

CR2012 Checks the following prior generating the allocation

transactions:

- * the account/installation is in the NAP for the given year
- * the account/installation hasn't got already the allocation for this year
- * the account/installation has not been deselected by the National Admin
- * the account is open and it is not closed
- * the installation is not in status "permit revoked"

CR2012 If all described checks are successful the allocations should be carried out (units are transferred to OHA's and National Holding Account balance reflects units transferred out.

Saves the finalised allocation transactions for later cross checking when initiating further allocations

Sub-process manual NAP table change (Possibility 1)

National Admin Creates NAP table with changes and sends it to the Central Admin

National Admin Loads up the XML into the MS section of the CR 2012

CR2012 Checks the XML syntax. If it's ok, system displays proposed changes for NA review. If okay, original NAP for this MS is changed in CR2012.

Central Admin Loads up the XML into the MS section of the CITL

CITL Checks the XML syntax. If it's ok, original NAP for this MS is changed in the CITL

Central Admin Informs National Admin about the successful upload

Sub-process automatic NAP table change

National Admin Edit the NAP table in the CR

Changes go to task list for approval.

CR2012 Once approved, the CR calculates the changes against the national reserve and saves the changes and saves the new NAP (each change and each NAP table version is retrievable for the National Admin and Central Admin)

National Admin When all changes are done, National Admin initiates the transmission of the changes from the CR2012 to the CITL CITL Checks the changes and approves or rejects them

CR2012 If the NAP change has been approved by the CITL previous NAP for this Member State is being changed in the CITL Central Admin Informs National Admin about the successful upload

Replenishment of the national reserve

National Admin Edits the new figure for the national reserve into the

CR 2012 CITL Checks the changes and approves or rejects them

CR2012 If approved, Increases the national reserve and takes this into account at future changes of the NAP table.

Sub-process Allocation after a NAP table change

National Admin Deselects accounts/installations which shouldn't get an allocation and save the settings.

CR2012 Saves the settings in the database

National Admin Initiates the automatic allocation process

CR2012 Checks the following prior generating the allocation transactions:

- * the account/installation is in the NAP for the given year
- * the account/installation hasn't got already the full or a part of the allocation for this year
- * the account/installation has not been deselected by the National Admin
- * the account is open and it is not in status "Permit Revoked"

CR2012 If all described checks were successful the allocations are carried out

CITL Checks and approves the proposed transactions

CR2012 Saves the finalised allocation transactions for later cross checking when initiating further allocations

Sub-process Upload original Union aviation allocation table (Aviation NAP)

Central Admin Loads up the Aviation NAP for all Member States into the EUTL and CR2012 (syntax see RegReg Annex XII)

CR2012 Checks the XML syntax. If it's ok, loads up the Union Aviation NAP

EUTL Checks the XML syntax. If it's ok, loads up the Union Aviation NAP

Central Admin Informs National Admin about the successful uploads

National Admin Deselects accounts/installations which shouldn't get an issuance and allocation and save the settings

CR2012 Saves the settings in the database

National Admin Issues and allocates (in one step) a quantity of Chapter II allowances on each open and active aircraft operator holding account that is equal to the allocation set out in the Union aviation allocation plan table for the holder of that account for that year. The acquiring accounts are administered by the national admin.

National Admin Issues and allocates (in one step) a quantity of Chapter II allowances on each open and active holding account that is equal to the amount for auctioning set out in the Union aviation allocation plan table to the account holder for that year. The acquiring accounts can be administered by any national admin.

Sub-process manual Aviation NAP table change pursuant RegReg Art. 38 (3)

National Admin Informs the Central Admin about the corresponding corrections to the Aviation NAP table

Central Admin Enters or yoto l the corrections into the EUTL and the CR2012

Central Admin Informs National Admin about the successful entry or upload

Sub-process automatic NAP table change pursuant RegReg Art. 38 (1) and (2)

National Admin Edits the NAP table in the CR2010 and confirms it.

CR2012 Calculates the changes against the national reserve and saves the changes and saves the new Aviation NAP.

National Admin When all changes are done, National Admin initiates the transmission of the changes from the CR2012 to the EUTL.

Central Admin If a merger between aircraft operators involves aircraft operators that are administered by different Member States, the correction shall be initiated by the national administrator administering the aircraft operator whose allocation is to be merged into the allocation of another aircraft operator. Before carrying out the correction, consent shall be obtained from the national administrator administering the aircraft operator whose allocation will incorporate the allocation of the merged aircraft operator.

EUTL Checks the changes and approves or rejects them.
CR2012 If the Aviation NAP change has been approved by the EUTL the previous
Aviation NAP is being changed in the EUTL.
Central Admin If the correction above results in a reduction of the total quantity of
Chapter II allowances for the 2008-2012 period the Central administrator specifies the amount
which has to be transferred to the Union allowance deletion account for the relevant period to
the National Admin.
National Admin Transfer the number of Chapter II allowances specified by the Central
administrator to the Union allowance deletion account for the relevant period.

Annex B-5 Account Transfer

Change account holder name

This process is part of the Account Update process, where the name of the account older can be updated upon approval of the National Administrator.

Transfer an account to another account holder

Pre-condition:

1. The prospective account representatives have already been registered and have received their URIDs.
2. From administrative perspective the account holder exists as a legal entity (e.g. a company) that can be checked by the national registry administrator.

Note: This process is NOT valid for party holding accounts

Note: This process is *ONLY* valid for Operator Holding Account (Art.21 (2))

Note: Depending on the registry process, this could be carried out by the national registry administrator (only).

Note: Historical data can be printed out to be sent to the old account holder on demand

Outline Process:

- (1) Authorised Representative(AR) logs into the registry
- (2) AR selects the Operator Holding Account to transfer
- (3) AR select the 'Transfer Account' option
- (4) AR fills the form to transfer the Account with at least the details of the acquiring account holder.

Note: Information on the account representative for the acquiring account holder + their business data can be specified at this stage if known. Otherwise must be completed by the National Administrator before approval.

- (5) Registry marks the transfer of account as Pending
- (6) Registry suspend access to this account to all current account representatives
- (7) Transferring Account holder and Acquiring Account holder send documentation to National Administrator (NA) indicating or confirming :
 - (a) The URIDs and Business data of the account representatives nominated by the acquiring account holder.
 - (b) Whether the historical data must be hidden for the new account holder and representatives:
- (8) NA checks the documentation.
- (9) If documentation is complete, NA completes the form if necessary:

- (a) Identifies the transferring account holder if he already exists in the registry
 - (b) Enters the URID of the account representatives(AR)
 - (c) Enters the business data for the AR if not yet linked to the acquiring account holder
 - (d) NA enter the date of the account holder change (this date might be different from the request date in most cases).
 - (e) Approve the transfer of account
 - (f) Registry links the account to the new account holder and to the new account representatives
- (10) If documentation is not complete, NA rejects the transfer: (a)
- Access to the account is not suspended
- (11) Registry notifies AR of both account holders about the results
- Post-condition:*
- 1. The new account representatives have access to the account to which they have just been appointed.
 - 2. If necessary, a new account holder has been created.
 - 3. The account is linked to the new account holder in registry XX.
 - 4. A business data link has been created between each new account representative and the new account holder for the account.
- Note:* In case of partial (physical) transfer of an installation to an account holder a new permit and account will have to be created (according the procedure for the opening of a new account).
- Note:* There is no need to make a split up into two cases depending on whether or not the account holder already exists.

Annex B-6 Functional process flows for Transfer and Surrender

INTRODUCTION

This document provides a simplified overview of the transfer and surrender processes that are required for successful implementation of the Consolidated System of European Union Registries (CSEUR). It forms the basis for discussion in the Specification and Test Working Group.

SCOPE

This document is limited to simple cases which are largely the “success” cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

OUT OF SCOPE FOR THIS DOCUMENT

1. Full description of the data model required
2. Design of the data migration process for transactions for existing accounts, emissions histories and surrendered allowance tables.
3. Full description of manual processes carried out by an Authorised Representative, Verifier or National Administrator.
4. Full description of the checks and approvals of the transactions logs.

AAR	Additional Authorised Representative. An Account Representative with authority to approve but not initiate transactions.
Account Representative	Account Representative with access to accounts who can initiate transactions and surrenders.
User	Generic term used to cover a person that is logged into the Registry where the same process is relevant to two or more different roles. Users will only be able to carry out the action specified if they have been granted sufficient privilege to do so under Role Management.

1. Surrender of Allowances

1.1. Manual Surrender of Allowances by Authorised Representative or National Administrator acting on behalf of the Competent Authority

Pre-condition: Operator Account is open in the Registry

Outline Process:

1. Account Representative logs into the Registry and selects the correct Operator holding Account
2. Account Representative enters the number of allowances to be surrendered. (Note: Registry must not allow the user to select unit types that cannot be surrendered for the type of account. For example, when surrendering for Operator Holding Accounts the Registry must not allow the selection of Chapter II allowances. Registry must not allow the units in excess of those in their account.)
3. Registry will not allow comments to be added to the surrender transaction.
4. Account Representative confirms the surrender on a page that displays all selections and allows the A/R to either confirm or correct the transaction before proceeding.
5. If the surrender has been entered by an Authorised Representative and the Operator Account is configured to have an AAR, the AAR is notified of the pending surrender. (Note: If the transaction has been entered by the National Administrator the AAR approval will be bypassed.)
6. A due date can be recorded for this pending transaction. While the transaction is pending, the units involved will not be available for other transactions. For surrender this due date shall default to 30 April 20xx.
7. AAR reviews and approves the surrender transaction
8. Registry records the amount surrendered on the compliance table and moves the allowances into the Union Allowance Deletion Account.
9. Registry updates the surrender history for the Operator Account.
10. Registry recalculates the dynamic compliance status of the account and this is displayed.
11. Authorised Representatives receives a confirmation of the transaction on screen that can be printed or saved. All other A/Rs receive notification of the successful surrender by email (note: we must consider the configuration of the email notification system).

Post-condition: Operator Account has an updated surrender history and an updated compliance status

2. Surrender of CERs or ERUs

2.1. Manual Surrender of CERs or ERUs by Authorised Representative or National Administrator acting on behalf of the Competent Authority

Pre-condition: Operator Account is open in the Registry

Outline Process:

1. Account Representative logs into the Registry and selects the correct Operator holding Account
2. Account Representative enters the number of units to be surrendered. For CERs and ERUs, units can be selected based on project ID if desired. The limit and remaining numbers will be displayed on the screen and checked.

3. Registry will not allow comments to be added to the surrender transaction.
4. Account Representative confirms the surrender on a page that displays all selections and allows the A/R to either confirm or correct the transaction before proceeding.
5. If the surrender has been entered by an Authorised Representative and the Operator Account is configured to have an AAR, the AAR is notified of the pending surrender. (Note: If the transaction has been entered by the National Administrator the AAR approval will be bypassed.)
 6. A due date can be recorded for this pending transaction. While the transaction is pending, the units involved will not be available for other transactions. For surrender this due date shall default to 30 April 20xx.
7. AAR reviews and approves the surrender transaction
8. Registry records the amount surrendered on the compliance table and transfers units (external transfer) to the Party Holding Account as specified in the configuration settings at set up.
9. Registry updates the surrender history for the Operator Account.
10. Registry recalculates the dynamic compliance status of the account
11. Authorised Representatives receives a confirmation of the transaction on screen that can be printed or saved. All other A/Rs receive notification of the successful surrender by email (note: we must consider the configuration of the email notification system).

Post-condition: Operator Account has an updated surrender history and an updated compliance status

3. Internal / External Transfer

Pre-condition: Account is open in the

Registry *Outline Process:*

1. Account Representative logs into the Registry and selects the correct holding Account
2. Account Representative enters the account ID of the destination account and the details of the destination account are displayed.
3. Account Representative enters the number of allowances to be transferred.
4. Transfers involving CERs and ERUs, must be carried out as separate transactions (separate from transfers involving allowances) and units can be selected based on project ID if desired.
5. Registry will allow comments to be added to the transaction.
6. Account Representative confirms the surrender on a page that displays all selections and allows the A/R to either confirm or correct the transaction before proceeding.
7. If the transfer has been entered by an Authorised Representative and the Account is configured to have an AAR, the AAR is notified of the pending transfer.
8. A due date can be recorded for this pending transaction. While the transaction is pending, the units involved will not be available for other transactions.
9. AAR reviews and approves the transfer.
10. Authorised Representatives receives notification of the successful transfer.

Note: Transfer will not be allowed to Retirement or Cancellation accounts as transfers into these accounts MUST be carried out through the Retirement or Cancellation transactions. Also, we need the ability to block the transfer into certain account numbers (e.g. Germany

do not allow Operator, Person or Aircraft holding accounts to transfer to National Holding Accounts except by way of the surrender transaction.

Annex B-7 Compliance Process

Functional process flows for Account Compliance

INTRODUCTION

This document provides a simplified overview of the Compliance processes that are required for successful implementation of the Consolidated System of European Union Registries (CSEUR). It forms the basis for discussion in the Specification and Test Working Group.

SCOPE

This document is limited to simple cases which are largely the “success” cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

OUT OF SCOPE FOR THIS DOCUMENT

1. Full description of the data model required
2. Design of the data migration process for verifiers for existing accounts, emissions histories and surrender histories²⁸
3. Full description of manual processes carried out by an Authorised Representative, Verifier or National Administrator

DEFINITIONS

AAR	Additional Authorised Representative. An Account Representative with authority to approve but not initiate transactions.
Operator Account	Generic term used to cover Operator Holding Account and Aircraft Operator Holding Account where the process applies to both types of account.
User	Generic term used to cover a person that is logged into the Registry where the same process is relevant to two or more different roles. Users will only be able to carry out the action specified if they have been granted sufficient privilege to do so under Role Management.
Verifier	The legal entity meaning the (Verifier) Account Holder
Verifier Representative	Authorised Representative of a Verifier Account

²⁸ Data migration is the subject of another work stream

ASSUMPTIONS

1. Initial data migration has taken place
2. Registry is Operational
3. Where references are made to approving an action there will also be an option to reject and enter a rejection comment.
4. The Operator Accounts have Authorised Representatives in place
5. At least one Verifier Account with an Authorised Representative exists in the Registry
6. Actions carried out in the Registry by the Authorised Representative (of the Account Holder) may also be carried out by the National Administrator on behalf of Account Holder if the National Registry of country XX has been configured to have the action as an Administrator only action.
7. Only one installation can be associated with a single Operator Holding Account. If an Account Holder is responsible for multiple installations they will require multiple Operator Holding Accounts.
8. Where alternative methods of carrying out an action are documented the National Administrator will be responsible for ensuring their National Registry has been configured only to allow those alternatives that are appropriate under their national legislation.
9. Phase III compliance is calculated over the commitment period in the same way as in Phase II.
10. If an Operator Account is open (including blocked status) it is assumed that emissions must be entered and compliance calculated. See Limitation below on permit/monitoring plan validity.

LIMITATIONS

1. Technical solutions are not discussed
2. Processes refer to one Registry only (the National Registry of country XX)
3. There is no validation against permit/monitoring plan status detailed in this version of the document. This will be added once there has been further discussion on NAP management.

PROCESSES

1. Compliance Calculation:

- The compliance calculation in the registry and in the EUTL, in accordance with the registry regulation, will be based on the sum of all allowances, CERs and ERUs surrendered for the current period minus the sum of all verified emissions in the current period up to and including the current year, plus a correction factor.
- The figure (A,B, C, X) displayed on the EUTL (the static compliance status) will be based on a snapshot of compliance as on 1 May of each year. This figure will not change based on corrections throughout the year but, will be updated the following year.
- The registry will calculate and display (A,B,C,X) the dynamic compliance status if any change to emissions or surrendered units takes place.
- When an installation is added to the registry, the National Administrator will indicate all years for which an emissions figure is expected (including previous years). The default setting will include the current year and all following years. Previous years can be chosen by the National Administrator.
- The registry will expect emissions to be entered for each year up to and including the

- year that the permit was revoked.
- When a permit is revoked, the National Administrator will enter the revocation date and the status of the installation will be recorded as "permit revoked".
- The registry will take note of the year of revocation and expect an emissions figure to be entered for that year and all relevant previous years.
- An emissions figure will not be expected for years following the year of revocation.
- If emissions are not entered for an expected year, the compliance status will be X.
- Note, the permit start date and permit end date can be recorded in the registry for information only. The relevant data for compliance purposes will be the years indicated upon entry into the system and the year recorded as the revocation year.

2. Appoint Verifier

Pre-condition: There is no Verifier appointed to the Operator Account

Note: The process flow below assumes that an Account Holder wishes to appoint a company as its verifier rather than the named individual from that company. In this case, any representative from the Verifier Organisation can approve the emissions for an installation that has appointed them as verifier.

Outline Process:

1. Authorised Representative logs into the Registry
2. Authorised Representative selects the installation associated with the relevant OHA or AOHA.
3. Authorised Representative selects a Verifier from the list of Verifier Account Holders
4. Registry marks the appointment as Pending
5. All Verifier Representatives are notified of the Pending appointment
6. One of the Verifier Representatives logs into the Registry and accepts the appointment
 7. Registry marks the appointment as Accepted
 8. Authorised Representative is notified that the Verifier has accepted the appointment.

Post-condition: Operator Account has an appointed Verifier.

3. Remove Verifier

Pre-condition: A Verifier has been appointed to an Operator Account and the appointment is in a status of Pending or Accepted.

Note: A Replace Verifier function will be included.

Outline Process:

1. Authorised Representative logs into the Registry
2. Authorised Representative selects the required installation associated with the OHA or AOHA.
3. Authorised Representative elects to remove the Verifier from the account
4. Authorised Representative is warned that until a new Verifier is appointed they will be unable to enter emissions. (This step is not necessary if the Authorised Representative is doing a Replace.)

5. Authorised Representative confirms they wish to remove the Verifier from the Operator Account. (This step is not necessary if the Authorised Representative is doing a Replace.)
6. All Verifier Representatives are notified of their removal from the Operator Account.

Post-condition: Operator Account has no Verifier appointed and will be unable to enter emissions.

4. Enter Emissions

4.1. Enter Emissions by Authorised Representative

Pre-condition: Operator Account has a Verifier appointed and the appointment has been Accepted by the Verifier.

Outline Process:

1. Authorised Representative logs into the Registry
2. Authorised Representative selects the required installation associated with the OHA or AOHA.
3. Authorised Representative elects the Propose Emissions option
4. Authorised Representative selects the year for the entry of emissions (default is year x-1, can enter for current year only if status is "permit revoked", emissions for previous years can be entered only if no emissions have yet been approved for these years).
5. Registry checks that Operator Account has a Verifier appointed and stops process if there is no Accepted appointment.
6. Registry checks that emissions have not already been verified for the selected year and stops the process if verified emissions already exist.
7. Authorised Representative confirms emissions to be entered
8. All Verifier Representatives are notified that emissions have been entered and are awaiting their approval.

Post-condition: Operator Account has emissions entered in a Pending state. Once approved (status verified) they will be sent to CITL.

4.2. Enter Emissions by Verifier Representative or National Administrator on behalf of the Competent Authority (manual process)

Pre-condition: Operator Account has a Verifier appointed and the appointment has been Accepted by the Verifier.

Outline Process:

1. User logs into the Registry
2. User selects the required installation related to the OHA or AOHA (Note: If this is being done by a Verifier Representative they will only be able to select from the installations and will not have access to the account information)
3. User elects the Propose Emissions option
4. User selects the year for entry of emissions (default is year x-1, can enter for current

year only if status is "permit revoked", emissions for previous years can be entered only if no emissions have yet been approved for these years).

5. Registry checks that emissions have not already been verified for the selected year and stops the process if verified emissions already exist.
6. User confirms emissions to be entered.
7. Registry records the emissions as verified.
8. Authorised Representatives are notified that verified Emissions have been recorded against their installation.
9. If emissions have been entered by the National Administrator all Verifier Representatives are notified that verified emissions have been recorded against the account.
10. Registry re-calculates dynamic compliance status (this is the status displayed in the registry. It may or may not agree with the static compliance status shown on the CITL which is based on the 1 May snapshot).
11. Registry re-calculates the blocked status of the account

Post-condition: Operator Account has emissions entered in an Approved state.

4.3. Enter Emissions by National Administrator – automated process

Pre-condition: Operator Account has a Verifier appointed and the appointment has been Accepted by the Verifier.

Note: This process applies where verified emissions are recorded in a secondary system and can be exported (e.g. in XML format) in such a way that they can be uploaded into the Registry.

Outline Process:

1. National Administrator receives upload file from the Competent Authority
2. National Administrator selects Upload of Emissions option
3. For each line in the Upload File:
 - o Registry validates the Installation ID
 - o Registry validates that no verified emissions exist for the year to be uploaded
 - o If validation passes Registry and CITL*
 - records the emissions as verified or pending as indicated on the upload file.
 - If indicated in the upload file, Authorised Representatives are notified that verified Emissions have been recorded against their account. If indicated differently in the file, authorised representatives and verifiers are notified that pending emissions await verification.
 - If indicated in the upload file, all Verifier Representatives are notified that verified Emissions have been recorded against the account. If indicated, all verifier representatives are notified that pending emissions await their approval.
 - Registry re-calculates dynamic compliance status
 - Registry re-calculates the blocked status of the account
4. National Administrator is notified of the success or failure of the upload with sufficient diagnostics to investigate errors encountered.

**Note: If the file is rejected by the Union Registry or by the EUTL for any reason, the entire set of data will be rejected and the entire set of data will have to be uploaded again once correction have been made.*

Post-condition: Installation has emissions recorded for years as specified in upload file.

5. Approve Emissions by Verifier Representative or National Administrator on behalf of the Competent Authority

Pre-condition: Emissions have been entered by the Authorised Representative and are in a Pending state.

Outline Process:

1. User logs into the Registry
2. User selects emissions to be approved from a list of Pending Emissions. (Note: if this is a Verifier Representative the list will be restricted to those for installations where they are the appointed Verifier.)
3. User checks the emissions figure and the year
4. User approves the emissions
5. Registry records the emissions as verified
6. Authorised Representatives are notified that verified Emissions have been recorded against the installation.
7. If emissions have been approved by the National Administrator all Verifier Representatives are notified that verified Emissions have been recorded for the installation.
8. Registry re-calculates dynamic compliance status
9. Registry re-calculates the blocked status of the account

Post-condition: Operator Account has verified emissions for the selected year.

6. Update Emissions

Pre-condition: Approved emissions have been recorded against the Operator Account to be modified

Outline Process:

1. National Administrator receives instruction to correct emissions from the Competent Authority
2. National Administrator logs into the Registry and selects the installation to be modified
3. National Administrator selects the year to modify
4. National Administrator enters the new figure for emissions
5. New figure goes to task list for approval.
6. Upon approval by a Registry Administrator, registry records the emissions as verified and retains the history of the previous emissions figure.
7. Authorised Representatives are notified that Corrected verified Emissions have been recorded against their installation.
8. All Verifier Representatives are notified that Corrected verified Emissions have been recorded against the installation.
9. Registry re-calculates dynamic compliance status

Post-condition: Operator Account has corrected emissions for the selected year and may have an updated compliance status

Note: This process can also be carried out by bulk upload as in 3.3 above.

ANNEX 1

HOUSEKEEPING

The following housekeeping processes and/or reports will required. Some of these will be for information only but some will require the National Administrator to take action

1. Report of Operator Holding Accounts and Aircraft Operator Holding Accounts with no emissions entered for previous year.
2. Report of Operator Holding Accounts and Aircraft Operator Holding Accounts with emissions entered for previous year but not yet approved
3. Report of Compliance status of Operator Holding Accounts and Aircraft Operator Holding Accounts.
4. Report of Aircraft Operator Holding Accounts with zero approved emissions for previous year (i.e. to be made inactive on 1 April). Report to be run before 1 April for National Administrator's information.
5. Report of Aircraft Operator Holding Accounts that have been inactive for more than a configured period of time
6. Aircraft Operator Holding Accounts which have been inactive for 1 or more years but have had a verified figure entered for the previous year (i.e. to be made active)
7. Identification of accounts to be blocked and automatic blocking of those accounts
8. Identification of Aircraft Operator Holding Accounts to be made inactive and automatic change of status for those accounts.
9. Report of Operator Holding Accounts and Aircraft Operator Holding Accounts that are blocked
10. Open Operator Accounts with no accepted verifier appointment.

Annex B-8 Defining CER and ERU Limits

Description

How to set and modify the limit for CERs and ERUs available for surrendering.

Legislation (Art. 48 in new RegReg)

From 01/01/2012 onwards:

The Union registry shall only allow surrenders of CERs and ERUs up to:

- (a) the maximum quantity set by the national administrator of an operator holding account, in the case of operators;
- (b) for 2012, 15% of the number of allowances required to be surrendered pursuant to Article 12(2a) of Directive 2003/87/EC in the case of aircraft operators;

Note [Migration to CSEUR]: Hard figures should be migrated for each installation to avoid rounding divergences (to be included in the migration work stream document).

Note [General]: If automated NAP change messages still will be used, one could opt to add an optional field per installation for entering a fixed ERU/CER limit.

Note: Rounding rules can be specified (upper bound, lower bound or regular rounding) separately for OHA and AOHA.

Note: Make it optional to have a distinct limit for ERUs and CERs. If no distinct limit is needed, the same limit is used for both (the sum of CERs and ERUs used for surrendering must not exceed this limit). This is to be specified in the table for upload and displayed on screen.

Note: Limit and remaining balance will be shown on surrender screen.

Note: Limits will be set for the entire commitment period.

Note: In addition to the internal checks in the registry, limits will be checked by the Central Administrator before upload of the XML file and then by the EUTL on a surrender by surrender basis.

1. Set CER/ERU Surrender Limits

1.1. Single Installation

Pre-condition: Operator Account is open in the Registry

Note: This process applies to Operator Holding Accounts only. Aircraft Operator Holding Accounts are set to 15% of allowances to be surrendered.

Outline Process:

1. National Administrator logs into the Registry and selects the limit table.
2. National Administrator changes limit or adds new limit to table.(like automatic nap update procedure).
3. Authorised Representatives are notified of their new CER/ERU surrender limit

Questions:

1. For a newly created installations, the National Administrator will be asked to specify the limit (in whole numbers) in the registry. This limit will then be displayed in the limit table for future correction.

1.2. All Installations

Pre-condition: Installations have been created in the Registry

Note: This process applies to Operator Holding Accounts only. Aircraft Operator Holding Accounts are set to 15% of allowances to be surrendered.

Outline Process:

1. National Administrator logs into the Registry and exports the CER/ERU surrender limits for all Operator Holding Account installations
2. Once the table is updated, a copy is sent to the EUTL (as in the NAP process).
3. Once checked it is uploaded in the EUTL and a message is sent to the National Admin.
4. National Administrator re-imports the values into the Registry
5. Authorised Representatives are notified of the new CER/ERU surrender limit

Post condition: The limit for the use of CERs/ERUs for surrendering has been changed for the account in registry XX.

Note: When stating 'the limit' in the text above, this might be two separate limits if the national registry administrator has opted for different limits for CERs and ERUs.

Annex B-9 Functional process flows for Retirement/Cancellation/Deletion

INTRODUCTION

This document provides a simplified overview of the retirement/cancellation/deletion processes that are required for successful implementation of the Consolidated System of European Union Registries (CSEUR). It forms the basis for discussion in the Specification and Test Working Group.

SCOPE

This document is limited to simple cases which are largely the “success” cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

OUT OF SCOPE FOR THIS DOCUMENT

1. Full description of the data model required
2. Design of the data migration process for transactions for existing accounts, emissions histories and surrendered allowance tables.
3. Full description of manual processes carried out by an Authorised Representative, Verifier or National Administrator.
4. Full description of the checks and approvals of the transactions logs.

AAR	Additional Authorised Representative. An Account Representative with authority to approve but not initiate transactions.
Account Representative	Account Representative with access to accounts who can initiate transactions and surrenders.
User	Generic term used to cover a person that is logged into the Registry where the same process is relevant to two or more different roles. Users will only be able to carry out the action specified if they have been granted sufficient privilege to do so under Role Management.

1. Deletion of Allowances

Pre-condition: Operator/Personal Holding/Aircraft Operator Account is open in the Registry
Union Allowance deletion account has been opened Member State that administers the Account has a KP registry

Outline Process:

1. Account Representative logs into the Registry and selects the correct Account
2. Account Representative enters the number of allowances to be deleted. (Note: Registry must not allow the units in excess of those in their account.)
3. Account Representative confirms the deletion on a page that displays all selections and allows the A/R to either confirm or correct the transaction before proceeding.

(Note: A warning showing that these units are not counting a being surrendered should be shown)

4. If the deletion has been entered by an Authorised Representative and the Account is configured to have an AAR, the AAR is notified of the pending deletion.
5. AAR reviews and approves the transaction (Note: A warning showing that these units are not counted as being surrendered should be shown)
6. Registry records the amount deleted, and the total number deleted between 1 May and 30 April will be recorded against the correct year and visible to the NA, and moves the allowances into the Union Allowance Deletion Account.
7. Authorised Representatives receives a confirmation of the transaction on screen that can be printed or saved. All other A/Rs receive notification of the successful deletion by email

2. Voluntary Cancellation of Kyoto Units

Note: This action as described in Article 50 of the Registry Regulation is not possible as it would require an external transfer for cancellation. Therefore, we will interpret the regulation to mean that the any KP units cancelled from within the Union Registry will be moved to the Cancellation account in the Union Registry; and KP units cancelled from a KP registry will be moved to the cancellation account in the KP registry. *Pre-condition:* Operator/Personal Holding/Aircraft Operator Account is open in the Registry Member State that administers the Account has a KP registry *Outline Process:*

1. Account Representative logs into the Registry and selects the correct holding Account
2. Account Representative enters the number of allowances to be cancelled. (Note: Registry must not allow the units in excess of those in their account.)
3. Account Representative confirms the cancellation on a page that displays all selections and allows the A/R to either confirm or correct the transaction before proceeding. (Note: A warning showing that these units are not counted as being surrendered should be shown)
4. If the cancellation has been entered by an Authorised Representative and the Account is configured to have an AAR, the AAR is notified of the pending cancellation.
5. AAR reviews and approves the transaction (Note: A warning showing that these units are not counted as being surrendered should be shown)
6. Registry records the amount cancelled and moves the allowances into the cancellation account of the Union registry.
7. Authorised Representatives receives a confirmation of the transaction on screen that can be printed or saved. All other A/Rs receive notification of the successful cancellation by email

3. Cancellation of Kyoto units against deletion of Chapter III allowances

Note: This action as described in Article 55 of the Registry Regulation is not possible as it would require an external transfer for cancellation. Therefore, we will interpret the regulation to mean that the any KP units cancelled from within the Union Registry will be moved to the Cancellation account in the Union Registry; and KP units cancelled from a KP registry will be moved to the cancellation account in the KP registry.

Pre-condition: Member State that administers the Account has a KP registry; Units were deleted and are in the Union Allowance Deletion Account First transaction will take place by 5 May 2013 and each year thereafter

Outline Process:

1. National Administrator logs into the KP Registry and selects the correct Account;
2. National Administrator enters the number of AAUs, ERUs or CERs (but no ICERs or tCERs) to be cancelled. The amount shall be equal to the amount of Units deleted within the Registry administered by the MS between 1 May of the preceding year and 30 April of the current year. This amount will be displayed in the registry.
3. National Administrator confirms the cancellation on a page that displays all selections and allows the NA to either confirm or correct the transaction before proceeding.
4. Cancellation goes to the task list for approval (by same or other NA depending on role definition).
5. Registry records the amount cancelled.
6. National Administrator receives a confirmation of the transaction

4. Setting Aside of AAUs against surrenders of Chapter III allowances by aircraft operators.

Pre-condition: Member State has a KP registry;

Chapter III allowances were surrendered by aircraft operators.

First transaction will take place by 5 May 2013 and each year thereafter.

Outline Process:

1. National Administrator logs into the KP Registry and selects the correct Account.
2. National Administrator enters the number of AAUs to be transferred to the aviation surrender set-aside account. The amount shall be equal to the amount of Units deleted within the Registry administered by the MS between 1 May of the preceding year and 30 April of the current year. This amount will be displayed in the registry.
3. National Administrator confirms the transfer on a page that displays all selections and allows the NA to either confirm or correct the transaction before proceeding.
4. Transfer goes to the task list for approval (by same or other NA depending on role definition).
5. Registry records the amount set-aside.
6. National Administrator receives a confirmation of the transaction.

5. Article 58; Retirement of AAUs, ERUs or CERs against domestic aviation emissions of aircraft operators.

Note: This is not actually a retirement transaction. Instead, these units are simply transferred back to the Member State in order that they can be retired against the domestic aviation obligation under KP.

As this is a one-off transfer, it will not be automated in the Registry. Rather the Central Administrator will produce a report in advance of the 30 September 2013 with all

proposed transfers to inform Member States. The Central Administrator will then carry-out transfers in line with this report.

6. Clearing of Allowance Transfers

Pre-condition: Member State has a KP registry;

Transaction will take place first working day following the 1 June 2013

Outline Process:

1. National Administrator logs into the Union Registry and selects clearing of
2. allowance transfers;
3. National Administrator will be able to see the a) Minimum deposit quantity as calculated on 1 June; b) the total amount of Chapter III allowances surrendered for the 2008-2012 period; c) The clearing value (a minus b).
4. If the clearing value is positive, the National Administrator must transfer an equivalent number of AAUs to the ETS central clearing account in the Union Registry. This transfer must be completed within 5 days of the clearing value
5. notification.
6. The transfer will go to the task list for approval.
7. If the clearing value is negative, the National Administrator will await the transfer from the Central Administrator. This transfer from the Central Admin will take place within 5 days of the completion of respective step.

7. Banking between periods

Transaction will take place within 10 working days following the processes in 6 above.

Outline Process:

1. All transactions will be temporarily suspended.
2. The Central Administrator will record Chapter III and Chapter II unit holdings by account number for the entire Registry.
3. Allowances will be deleted.
4. Central Administrator will issue an equal amount of Chapter III allowances and distribute them in accordance with 2 above.
5. The Transaction History will show that these deletions and banking transactions have occurred.
6. A new "banking" transaction will have to be created for this purpose.

Pre-condition: Member State has a KP registry;

Transaction will take place first working day following the 1 June 2013

Outline Process:

1. National Administrator logs into the Union Registry and selects clearing of allowance transfers;
2. National Administrator will be able to see the a) Minimum deposit quantity as calculated on 1 June; b) the total amount of Chapter III allowances surrendered for the 2008-2012 period; c) The clearing value (a minus b). Should this clearing value be constructed as a formal notification in the Union Registry?
3. If the clearing value is positive, the National Administrator must transfer an equivalent number of AAUs to the ETS central clearing account in the Union Registry. This transfer must be completed within 5 days of the clearing value notification.
4. The transfer will go to the task list for approval.
5. If the clearing value is negative, the National Administrator will await the

transfer from the Central Administrator. This transfer from the Central Admin will take place within 5 days of the completion of step 9 above.

Banking between periods

Transaction will take place within 10 working days following the processes in 6 above. *Outline Process:*

1. All transactions will be temporarily suspended.
2. The Central Administrator will record Chapter III and Chapter II unit holdings by account number for the entire Registry.
3. Allowances will be deleted.
4. Central Administrator will issue an equal amount of Chapter III allowances and distribute them in accordance with 2 above.
5. The Transaction History will show that these deletions and banking transactions have occurred.
6. A new "banking" transaction will have to be created for this purpose.

Annex B-10 Functional process flows for Transaction reversal

Introduction

This document provides a simplified overview of the processes that are required for reversal of finalised processes initiated in error, according to Article 51 of the Registry Regulation. It forms the basis for discussion in the Specification and Test Working Group.

Scope

This document is limited to simple “success” cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

Out of scope for this document

1. Full description of the data model required
2. Description of security and logon/password management
3. Design of the data migration process
4. Detail of notifications
5. Description of manual processes such as requests for additional information by the National Administrator when documents supplied are unclear or insufficient.
6. Description of the mapping of ECAS logins to Unique Registry Identifiers (URIDs) and general issues regarding ECAS integration.
7. Impact on EUTL, including the Public Web Site.

Assumptions

1. Initial data migration has taken place
2. Registry is Operational
3. At least one National Administrator has been created
4. A two factor authentication solution (or solutions) that has been approved by the Commission has been implemented.
5. An Account Representative only needs to log in once to see both his/her Kyoto and non-Kyoto units irrespective of whether these are held in one or two accounts (a Kyoto account and an EU ETS account).
6. The National Administrator for country XX may carry out all actions in the Registry designated as a user action where either country XX has designated the action as an “Administrator only” action or the user is unable to carry out the action for technical reasons and appropriate written authority has been obtained for the administrator to carry out the action on behalf of the user.
7. Where reference is made to the National Administrator approving an application, there will be an option to reject it. Also, National Administrators will have the option to edit applications before approving them.
8. When referring to an Account Representative, if it is NOT specified, it should be understood that the process is the same for all representatives.
9. Processes described are only for KP account holders (for agreement in the Specifications Working Group). The Commission undertakes to define the exceptions for non-KP account holders.

Limitations

1. Technical solutions are not discussed
2. Processes refer to one Registry only (the National Registry of country XX) and would have to be carried out once in each Registry where the account holders and users are required even if the legal entity/individual is the same company/person.
3. Switching between different National Registries is omitted from this set of processes.

Processes

Note that, for clarity, each possible reversal is described separately. This may well be implemented, as suggested by Germany, as one more generic process.

Preconditions: *The preconditions common to all reversals are:*

- *A transaction has been initiated unintentionally or in error and has been completed in Registry XX.*
- *The initiator of the transaction wishes to reverse it.*

1. Reversal of allocation of Chapter III allowances

Outline Process:

1. NA logs into Registry XX.
2. NA searches for erroneous allocation transaction and proposes its reversal. The proposal is sent to the Task list of NA of Registry XX for approval.
3. National Administrator checks documentation (signed request, as specified in Article 51§1).
4. National Administrator logs into Registry XX and opens task list.
5. NA approves request for reversal.
6. Notification is sent to NA.
7. System checks that the conditions of Article 51§4(a), (c), and (e) are met. If so:
 - a. System blocks the units to be transferred by the reversal;
 - b. The proposal is sent to the Task list of the Central Administrator (CA);
 - c. Notification is sent to initiator;
 - d. Process proceeds at Step 9. If not:
 - e. Notification is sent to NA, stating reason for refusal;
 - f. Process stops.
8. CA approves the proposal.
9. System performs the following operations:
 - a. A corrective transaction is created in Registry XX;
 - b. The balance of Chapter III allowances on the Management Account from which the allocation was made is increased by the quantity of allowances in the corrective transaction;
 - c. The balance of Chapter III allowances on the Operator Holding Account to which the allocation was made is decreased by the quantity of allowances in the corrective transaction;
 - d. The NAP Table is corrected in Registry XX²⁹. The quantity of allowances distributed to the relevant installation is decreased in accordance with the relevant corrective transaction.

²⁹ Note that the NAP Table has also to be corrected in the EUTL. The detailed impact on the EUTL is outside the scope of this document, but full audit trail is needed.

- e. Notification is sent to NA.
- f. The units involved in the reversal are unblocked.

Post-condition: Account Balances have been adjusted. Corrective transaction exists in Registry XX and is linked to the initial erroneous transaction. NAP Table in Registry XX has been corrected.

2. Reversal of allocation of Chapter II allowances

Outline Process: This process is the same as for **Reversal of allocation of Chapter III allowances** except that, in Step 9d, the Union Aviation Allocation Table is corrected. The quantity of allowances already allocated for 2012 to the relevant aircraft operator is decreased and the quantity of allowances still to be allocated in 2012 by the corresponding administering Member State is increased in accordance with the relevant corrective transaction. The units issued are deleted.

Post-condition: Account Balances have been adjusted. Corrective transaction exists in Registry XX and is linked to the corrected transaction. The Union Aviation Allocation Table has been corrected. The units issued are deleted.

3. Reversal of surrender of allowances

Precondition: *The surrendered allowances have not already been retired.*

Outline Process:

1. Initiator³⁰ logs into Registry XX.
2. Initiator searches for erroneous surrender transaction and proposes its reversal. The proposal is sent to the Task list of NA of Registry XX for approval.
3. Initiator sends signed request to NA, as specified in Article 51§1.
4. National Administrator checks documentation.
5. National Administrator logs into Registry XX and opens task list.
6. NA approves request for reversal.
7. Notification is sent to initiator.
8. System checks that the conditions of Article 51§4(a), (b), and (c) are met. If so:
 - a. System blocks the units to be transferred by the reversal;
 - b. The proposal is sent to the Task list of the Central Administrator (CA);
 - c. Notification is sent to initiator;
 - d. Process proceeds at Step 9. If not:
 - e. Notification is sent to initiator, stating reason for refusal;
 - f. Process stops.
9. CA approves the proposal.
10. System performs the following operations:
 - a. A corrective transaction is created in Registry XX;

³⁰ The initiator is an Authorised Representative of the Account Holder or a National Administrator acting on behalf of an Account Holder.

- b. The balance of surrendered allowances on the Management Account to which the surrender was made is decreased by the quantity of allowances in the corrective transaction;
- c. The balance of allowances on the Operator Holding Account from which the surrender was made is increased by the quantity of allowances in the corrective transaction;
- d. The Surrendered Allowance Table is corrected in Registry XX. The quantity of allowances surrendered for the relevant installation is decreased in accordance with the relevant corrective transaction. The dynamic compliance status of the affected installation is re-calculated.
- e. Notification is sent to initiator.
- f. The units involved in the reversal are unblocked.

Post-condition: Account Balances have been adjusted. Corrective transaction exists in Registry XX and is linked to the corrected transaction. Surrendered Allowance Table in Registry XX has been corrected. The dynamic compliance status of the affected installation has been re-calculated.

4. Reversal of surrender of CERs and ERUs

Precondition: *The surrendered CERs or ERUs have not already been retired.*

Outline Process: This process is the same as for **Reversal of surrender of allowances** with an additional operation in Step 10. The CERs and ERUs involved in the surrender initiated in error are unmarked as surrendered.

Post-condition: Account Balances have been adjusted. Corrective transaction exists in Registry XX and is linked to the corrected transaction. Surrendered Allowance Table in Registry XX has been corrected and CERs and ERUs unmarked as surrendered. The dynamic compliance status of the affected installation is re-calculated.

5. Reversal of deletion of allowances

Outline Process:

1. Initiator logs into Registry XX.
2. Initiator searches for erroneous deletion transaction and proposes its reversal. The proposal is sent to the Task list of NA of Registry XX for approval.
3. Initiator sends signed request to NA, as specified in Article 51§1.
4. National Administrator checks documentation.
5. National Administrator logs into Registry XX and opens task list.
6. NA approves request for reversal.
7. Notification is sent to initiator.
8. System checks that the conditions of Article 51§4(a), (c), and (d) are met. If so:
 - a. System blocks the units to be transferred by the reversal;
 - b. The proposal is sent to the Task list of the Central Administrator (CA);
 - c. Notification is sent to initiator;
 - d. Process proceeds at Step 9. If not:
 - e. Notification is sent to initiator, stating reason for refusal;
 - f. Process stops.

9. CA approves the proposal.
10. System performs the following operations:
 - a. A corrective transaction is created in Registry XX;
 - b. The balance of allowances on the Management Account to which the deletion was made is decreased by the quantity of allowances in the corrective transaction;
 - c. The balance of allowances on the Account from which the deletion was made is increased by the quantity of allowances in the corrective transaction;
 - d. Notification is sent to initiator;
 - e. The units involved in the reversal are unblocked.

Post-condition: Account Balances have been adjusted. Corrective transaction exists in Registry XX and is linked to the corrected transaction.

6. Reversal of cancellation of Kyoto units

Precondition: *The reversal has been approved by the UNFCCC*

Note: It is assumed that the Central Administrator coordinates this reversal with the ITL. The procedure described by the UNFCCC shall be the basis for the specification of this process.

Outline Process:

1. Initiator logs into Registry XX.
2. Initiator searches for erroneous allocation transaction and proposes its reversal. The proposal is sent to the Task list of NA of Registry XX for approval.
3. Initiator sends signed request to NA, as specified in Article 51§1.
4. National Administrator checks documentation.
5. National Administrator logs into Registry XX and opens task list.
6. NA approves request for reversal.
7. Notification is sent to initiator.
8. System checks that the conditions of Article 51§4(a), (c), and (d) are met. If so:
 - a. System blocks the units to be transferred by the reversal;
 - b. The proposal is sent to the Task list of the Central Administrator (CA);
 - c. Notification is sent to initiator;
 - d. Process proceeds at Step 9. If not:
 - e. Notification is sent to initiator, stating reason for refusal;
 - f. Process stops.
9. CA approves the proposal.
10. System performs the following operations:
 - a. A corrective transaction is created in Registry XX;
 - b. The balance of allowances on the Account from which the deletion was made is increased by the quantity of allowances in the corrective transaction;
 - c. The balance of allowances on the Account from which the deletion was made is increased by the quantity of allowances in the corrective transaction;
 - d. Notification is sent to initiator;
 - e. The units involved in the reversal are unblocked.

Post-condition: Account Balances have been adjusted. Corrective transaction exists in Registry XX and is linked to the corrected transaction.

Annex B-11 Concept paper for the ETS reconciliation process

1. Introduction

This document provides an overview of the reconciliation processes that are required to ensure consistency of totals, unit blocks holding, tables and other important parameters between the EU registry and the CITL.

It forms the basis for discussion in the Specification and Test Working Group.

Version **0.1** of the document proposes principles/concepts that will be developed further into user and system processes some remaining questions will be resolved. It supports the brainstorming discussions started by the Working group on the 28/9.

1.1. Definitions

<i>KP Reconciliation</i>	Reconciliation process as defined in the DES. The data on unit holdings in registries and the ITL are reconciled on a periodic basis on the basis of a data snapshot at a specified time.
<i>ETS Reconciliation</i>	Reconciliation process as referred in Art. 69 of the Registry Regulation. The data on EU allowances and KP unit holdings in the EU registry and the EUTL are reconciled on a periodic basis.

1.2. Scope

This document focuses on the new ETS reconciliation process required to ensure consistency of the EU allowances and KP unit holdings between the EU registry and the EUTL.

This document is limited to the management of the reconciliation process from an administrator's perspective. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

1.3. Out of scope for this document

1. The KP reconciliation process (described in the DES)
2. The technical details of the ETS reconciliation process implementation (including the data model and process flows)
3. Description of manual processes and manual interventions in the databases in case of inconsistencies

1.4. Assumptions

1. The initial data migration has taken place
2. The EU registry is Operational
3. At least one National Administrator has been created
4. Processes refer to one Registry only (the National Registry of country XX) but applicable to all registries.
5. The ETS reconciliation only checks inconsistencies of KP units and EU Allowances between the EU Registry in the EUTL.
6. The reconciliation processes are triggered by the EUTL on a predefined schedule.

2. The concepts

The purpose of the ETS reconciliation process is to detect inconsistencies between the EU registry and EUTL as quickly as possible and to prevent further damages to occur by taking appropriate actions and measures to protect the integrity measures.

2.1. Scope of the ETS reconciliation

We propose to extend the scope of the reconciliation to cover of a number of new areas which are known to cause inconsistencies directly or indirectly.

2.1.1. ETS integrity

Although most of the integrity controls must be implemented in by EUTL's check, we propose to consider the checking of critical parameters in the framework of the reconciliation process. This would allow the central administrator and the national administrators to prevent issues before the usage of the faulty parameters create inconsistencies e.g.

- The integrity of the ETS: The total quantity of EU allowances issued does not exceed the total CAP.

2.1.2. Account Holdings

The ETS reconciliation process must track inconsistent unit holdings at different levels to ensure the integrity of account holdings e.g.

- The integrity of account holdings: The quantity of units (KP or EU) per type of units held in all accounts administered by one national administrator must be checked against the EUTL's records of the accounts.

Checking the consistency of the account holding must take advantage of the new registry's architecture. This is on the one hand to reduce the number and the complexity of the comparisons between the two systems and on the other to facilitate the identification of the cause(s) in case of inconsistency.

In particular, it is expected that the co-location of the EU Registry and EUTL would allow more frequent (possibly online) checks at a lower performance cost (no data exchange through internet). The EUTL could read registry's log or other logs stored in the same location. The process could also make use of 'checkpoints' in order to limit the investigation to transactions performed since the last check point. (See next section).

A typical scenario can be:

- Compare Total per account per unit type
- For all inconsistent totals
 - i. Compare and block unit blocks
 - ii. Compare transaction history since last checkpoints

2.1.3. Transaction history

The ETS reconciliation process should reconcile the transaction history of the EU registry and the EUTL. It could detect inconsistencies in transaction records and implement the concept of 'transaction checkpoint' in order to optimize the investigation of inconsistencies in the unchecked part of history.

This type of reconciliation may occur at any time since comparing historical records. Inconsistencies detected at that stage may lead to inconsistencies in processes using the transaction log for legal or business reporting.

A typical scenario can be:

- Since last checkpoint
- Compare total transactions per status
- For all inconsistent totals
 - i. Compare status per transaction ID ii. For inconsistent status
 - 1. Compare transaction history

2.1.4. Tables & running totals

The ETS reconciliation should reconcile the tables and the running totals which are heavily used to authorise ETS transactions, establish ETS compliance or support the clearing process e.g. the allocation table, the verified emission table, surrender table, or the minimum deposit account

Although the consistency could be checked when one of these tables or totals is updated, a more comprehensive reconciliation process could be performed regularly to ensure overall consistency since such inconsistencies are usually found at a later stage when the faulty parameter prevents proper execution of another process.

This is typically recommended when a manual interventions has been performed and has affected one or more tables.

2.2. Frequency of the ETS reconciliation

The reconciliation processes are usually heavy processes aiming at comparing a high number of data (account holdings). It is proposed to adapt the frequency of the reconciliation to the criticality of the potential inconsistencies but also to the stability of the data to reconcile e.g. the ETS Cap may be checked online each time an EU allowances is issued whereas the surrender table could be checked once a week or once a month.

The frequency could also be adapted to the lifecycle of the ETS e.g. the verified emission table checked more frequently during the compliance period.

We propose to use the following predefined frequencies:

- Online
- Hourly
- Daily
- Weekly
- Monthly

2.3. Severity and actions

The reconciliation processes aims to identify inconsistencies at different levels. Once an inconsistency is found, the objective is not only to resolve it quickly but also to ensure that during the resolution time the inconsistencies do not create further damages. The latter can be prevented by optimizing the frequency of the reconciliation but also by defining actions (sort of protection measures) that the system will take when inconsistencies are found.

We propose to use the following predefined severity and action (in all cases a task is assigned to the national/central administrator to acknowledge the notification of

the issue and confirm its resolution. The task description should give indication on the nature of the inconsistency.

Severity of the issue	Action
CRITICAL	<ul style="list-style-type: none"> • All operations are immediately suspended • Indication of the downtime in the home page • Task created for the Central Admin • Critical incident Mgt procedure is immediately triggered.
MAJOR	<ul style="list-style-type: none"> • Operations with selected accounts or units are immediately suspended • Task for the National Admin • Incident Mgt procedure is immediately triggered
MINOR	<ul style="list-style-type: none"> • Ad-hoc action • Task for the National Admin • Incident Mgt procedure may be triggered
WARNING	<ul style="list-style-type: none"> • No immediate action • Task for the National Admin

2.4. ETS reconciliation overview

It is proposed to combine the concepts define above to elaborate the schedule of the reconciliation processes and establish an adequate roadmap for the reconciliation process implementation (Critical and Major are required for the go-live of the EU registry).

For example:

Reconciliation area	Freq. Min	Freq. Max	Severity
ETS integrity	Hourly	Online	CRITICAL
Account holdings	Daily	Online	MAJOR

Transaction History	Daily	Hourly	MINOR
VE, SAT Tables	Monthly	Daily	MINOR
Allocation tables	Weekly	Daily	MAJOR
ETS deposit account	Weekly	Daily	MINOR

3. Processes

Preconditions: The preconditions common to all reconciliation processes are:

- *Reconciliation processes are initiated by the EUTL in accordance with a predefined schedule.*
- *The results of all reconciliation processes are available in the reconciliation log which provides details on :*
 - o *The identifier of the reconciliation*
 - o *The type of reconciliation*
 - o *The date and time*
 - o *The result or status of the reconciliation*
 - o *The history of the reconciliation if performed in several steps*
 - o *Details on the automated action taken if any*
- *Reconciliation results are monitored by the EU Service Desk; Critical and Major Inconsistencies trigger the incident management process as per the incident management procedure.*

3.1. Reconciliation process (no inconsistency)

Outline Process:

1. System perform scheduled reconciliation process
2. System logs details of the reconciliation process
3. System completes the reconciliation process

Post-condition: The reconciliation process is completed; the system is ready to perform the next reconciliation.

3.2. Reconciliation process (inconsistency found)

Outline Process:

1. System perform scheduled reconciliation process
2. System detect an inconsistency
3. System takes immediate action in accordance with the severity and type of reconciliation (e.g. block inconsistent unit blocks)
4. System creates and assigns a reconciliation task to National Administrator.
5. System logs details of the reconciliation process

Post-condition: The reconciliation process is completed; automated measures have been taken to prevent further damages on the inconsistent data. The system is ready to

perform the next reconciliation. A task is created to inform National Administrator about the issue and the measures taken.

3.3. Consultation of any reconciliation result

Outline Process:

1. National Administrator logs into Registry XX.
2. National Administrator opens the reconciliation log
3. System displays the results of the latest reconciliations (per type of reconciliations)
4. National Administrator search for reconciliations
5. System displays the list of reconciliations
6. National Administrator selects a specific reconciliations
7. System displays the details of the selected reconciliation

Post-condition: N/A.

3.4. Action on failed reconciliation

Outline Process:

1. National Administrator logs into Registry XX.
2. National Administrator opens reconciliation task
3. System displays the result of the latest reconciliations and the link to the reconciliation logs.
4. National Administrator consult the reconciliation details
5. If not yet contacted, National Administrator contacts the EU Service desks and triggers the incident management process.
6. EU Service Desk investigates and proposes resolution path to National Administrator
7. National Administrator agrees on the resolution path and completes reconciliation task
8. EU Service Desk implements resolution path and notifies National Administrator when completed
9. EU Service Desk initiates a new reconciliation

Post-condition: The inconsistencies have been resolved and the new reconciliation process has started; National Administrator has completed his reconciliation task acknowledging the actions taken to remedy to the situation.

Annex B-12 Kyoto Processes

INTRODUCTION

This document provides a simplified overview of the Kyoto processes that are required for successful recertification of the Union Registry. It should be noted that these processes may be further elaborated in following iterations (after iteration 3) in order to improve functionality in advance of the roll-out of the CSEUR. Nonetheless, the priority implementation is that of the Union Registry for 1 January 2012 and we will need the inclusion of these processes in order to successfully connect to the ITL.

This document is limited to simple cases which are largely the "success" cases. It does not cater fully for variants of the processes that will exist or exception paths that will be required.

OUT OF SCOPE FOR THIS DOCUMENT

1. Full description of the data model required
2. Full description of manual processes carried out by an Authorised Representative, Verifier or National Administrator

ASSUMPTIONS

1. Registry is Operational
2. Where references are made to approving an action there will also be an option to reject and enter a rejection comment.
3. The following are defined as the Kyoto Transactions: Issuance, Transfer, Conversion, External Transfer, Cancellation, Replacement, Retirement, Carryover, Expiry Date Change, Internal Transfer.
4. The Union Registry will also have to process notifications received by the ITL.
5. These processes are subject to elaboration or change based on the impending revisions of the registry regulation.

PROCESSES

- Kyoto Processes that have been dealt with, to some extent, in previous documents:
 - o Issuance (of EU Allowances)
 - o Transfer
 - o Cancellation
 - o Retirement
- 1. **Conversion, Replacement, Carry-Over, Expiry Date Change, and functionality for notifications will be implemented in iteration 3 as they are currently implemented in the CR.**
- 2. **Cancellation has been dealt with in the Deletion, Cancellation, Clearing and Banking Document**
- 3. **Transfer has been dealt with in the Transfer and Surrender Doc for iteration 2.**
- 4. **Issuance (AAUs, RMUs)**

Outline Process:

Pre-Condition: Only National Administrators can carry out this function and units can only be issued into a Party holding account.

1. National Administrator logs into the Registry XX
 2. National Administrator inputs the total assigned amount for the relevant Party
 3. Assigned Amount is sent to the task list for approval
 4. Assigned Amount is approved (by same or other Registry Administrator).
- Note: The above action only has to be performed once per commitment period and is mainly for information purposes as the ITL will not allow the issuance of AAUs or RMUs in excess of those indicated in the initial report.*
5. National Administrator logs into Registry XX
 6. National Administrator selects issuance.
 7. National Administrator chooses AAU or RMU (rather than EU Allowance)
 8. National Administrator inputs the amount of units to be issued.
 9. National Administrator selects the Party Holding Account that units should be issued into.
 10. Assigned Amount is sent to the task list for approval
 11. Assigned Amount is approved (by same or other Registry Administrator).
 12. Registry checks that the amount issued will not breach the amount input above.

Post-condition: Units (AAUs or RMUs) are created in the selected Party holding account for CPI.

5. Retirement

Outline Process:

Pre-Condition: Only National Administrators can carry out this function and units can only be retired from a Party holding account into the Retirement Account for the correct Commitment Period

Note: Units that have been surrendered can be retired but, cannot be transferred or cancelled. Other units besides those previously surrendered can also be retired. Retirement of tCERs and ICERs is limited. This limit will be checked by the ITL and transactions exceeding the limit will be rejected..

1. National Administrator logs into Registry XX
2. National Administrator selects retirement.
3. National Administrator chooses the account from which units will be transferred to the retirement account (retired). The list of accounts will only display Party Holding Accounts.
4. National Administrator chooses the units to be retired. Only Kyoto Units can be retired (AAUs, ERUs, CERs, tCERs, ICERS, RMUs). EU allowances cannot be retired.
5. Note: different unit types (CERs, ERUs etc.) will have to be retired in separate transactions.
6. National Administrator selects the correct retirement account (for the correct Commitment Period).
7. Retirement Transaction is sent to the task list for approval
8. Retirement is approved (by same or other Registry Administrator).

Post-condition: Units have been moved to the retirement account for CP1.

ANNEX 12: DESCRIPTION OF THE CURRENT INFORMATION SYSTEM FOR THE EU ETS

ANNEX C LIST OF CHECKS



EUROPEAN COMMISSION

DIRECTORATE-GENERAL

CLIMATE ACTION

Directorate B – European and International Carbon Markets

LIST OF CHECKS

Check reference	Error code	Description	Additional info (formats, ...)
Common formats			
COM_DAT_1	20000	A name can contain up to 256 characters. E.g Frank	.{1,256}
COM_DAT_2	20001	A city name can contain 1 to 256 characters. E.g Brussels	.{1,256}
COM_DAT_3	20002	A region or place can contain 1 to 256 characters. E.g. Brabant Wallon	.{1,256}
COM_DAT_4	20003	A postcode can contain 1 to 64 characters. E.g. 1000	.{1,64}
COM_DAT_5	20004	A street can contain 1 to 256 characters. E.g. Frank Roosevelt Av.	.{1,256}
COM_DAT_6	20005	A street number must contain 1 to 8 word characters. E.g. 87	.{1,30}
COM_DAT_7	20006	A telephone number must contain only number or '/' or '+', up to 32 characters. E.g. +3227738888	[0-9/+ \.]{1,32}
COM_DAT_8	20007	The email address is invalid. E.g. Albert.Einstein@princeton.edu	See RFC 2822, section 3.4.1
COM_DAT_9	20008	The date is invalid; the correct format is dd-mm-yyyy. E.g. 14-03-1879.	\d{1,2}-\d{1,2}-\d{4}
COM_DAT_10	20009	The place of birth contains up to 256 characters, e.g. Ulm.	.{1,256}
COM_DAT_11	20010	A company registration No or ID can contain up to 256 characters	.{1,256}
COM_DAT_12	20011	A valid VAT number must have the following format: country code <space> VAT number of the country. E.g. RO 1235	[A-Z]{2} [A-Z0-9]{2,12}
COM_DAT_13	20012	A company name must contain up to 256 characters.	.{1,256}
COM_DAT_14	20013	A company department must contain up to 256 characters. E.g. Kyoto Development	.{1,256}
COM_DAT_15	20014	A job title must contain up to 256 characters. E.g. Senior Analyst	.{0,256}

COM_DAT_16	20015	An ITL notification identifier must be a strictly positive number of maximum 12 digits	[0-9]{1,12}
COM_DAT_17	20016	A year must be a 4 digit number and be at least 2005	[0-9]{4}
COM_PHN_1	20017	A phone number country code is composed of 1 to 5 digits	[1-9]\d{0,4}
COM_PHN_2	20018	The national part of a phone number is composed of up to 32 separators and digits	[\d\s\(\)\.\-]{1,32}
COM_DAT_18	20019	A trader identifier must be composed of maximum 15 alphanumeric characters	\w{1,15}
COM_DAT_19	20020	A trader description can contain up to 256 characters	.{0,256}
COM_DAT_20	20021	A digital certificate file must be DER encoded	

User formats

USR_LOGIN_1	10000	The login must be composed of 1 to 32 characters, e.g. einsteia. It is case insensitive.	[a-zA-Z][a-zA-Z0-9\.\-]{0,31}
USR_LOGIN_2	10001	The ECAS non-versioned UID must be composed of 1 to 32 characters, e.g. einsteia.	[a-zA-Z0-9]{7,8}
USR_PER_1	10010	The URID must be composed of 10 alphanumeric characters, e.g. 273SAETHRA. It is case insensitive.	[a-zA-Z]{2}\d{12}
USR_KEY_1	10020	The enrolment key must be composed of 20 alphanumeric characters, e.g. 13FDGSD77241DUSNG29F. It is case insensitive.	[A-Za-z0-9]{20}
USR_KEY_2	10021	The enrolment key must be composed of 5 groups of 4 alphanumeric characters separated by dashes, e.g. 13FD-GSD7-7241-DUSN-G29F. It is case insensitive.	([A-Za-z0-9]{4}-){4}[A-Za-z0-9]{4}
USR_DAT_1		<i>First name, see COM_DAT_1</i>	
USR_DAT_2		<i>Last name, see COM_DAT_1</i>	
USR_DAT_3	10032	The title can contain up to 64 characters, e.g. Pr.	.{0,64}
USR_DAT_4		<i>Date, see COM_DAT_9</i>	
USR_DAT_5		<i>Place of birth, see COM_DAT_10</i>	
USR_DAT_6		<i>Email address, see COM_DAT_8</i>	

USR_DAT_7	10036	The language code is invalid; an ISO-639-2 code is expected. E.g. ENG.	[A-Za-z]{3}, validated by ISO-639-2
USR_DAT_8	10037	The secret question can contain up to 512 characters, e.g. What is the name of my dog?	{1,512}
USR_DAT_9	10038	The answer to the secret question can contain up to 512 characters, e.g. Maxwell	{1,512}
USR_DAT_10	10039	The country code is invalid; an ISO-3166-1-alpha-2 is expected. E.g. DE.	[A-Za-z]{2}, validated by ISO-3166-1-alpha-2
USR_DAT_11	10040	The type of identity document contains up to 128 characters, e.g. Driving license	{1,128}
USR_DAT_12	10041	The identifier of an identity document contains up to 64 characters, e.g. 590-5929822-67	{1,64}
USR_UNR_1	10060	Un-enrolment reason	*

Account formats

ACC_NUM_1	10100	Account number must be composed of 1 to 15 digits.	[1-9]{0,14}
ACC_NUM_2	10101	Full account number expected, e.g. JP-100-12345-0 or EU-100-12345-0-10.	[a-zA-Z]{2}-\d{3}-\d{1,15}-\d{1,2}(-\d{2})? Checksum must be correct when provided
ACC_NUM_3	10120	Account number registry code follows the ISO 3166-1-alpha-2 standard	(CDM [A-Z]{2})
ACC_NUM_4	10121	The account type is a three digits number	[1-9]{3}
ACC_NUM_5	10122	The account commitment period is a single digit number	\d
ACC_NUM_6	10123	Account number check digits must be composed of 2 digits	\d{2}
ACC_DAT_2	10103	The account holder identifier must be composed of 1 to 6 digits	\d{1, 6}
ACC_DAT_3	10104	An installation or aircraft operator identifier must be a numeric value of maximum 15 digits	\d{1,15}

ACC_DAT_4	10105	A permit identifier must be composed of uppercase letters, numbers, or '/' up to 50 characters.	[A-Z0-9\\-]{1,50}
ACC_DAT_6	10107	The longitude and latitude must be expressed as a real number comprised between -90 and 90 composed of maximum 9 digits. E.g. 53.8888	n/a
ACC_DAT_7	10108	The EPRTR Identification code must contain up to 50 characters	.{1,50}
ACC_DAT_9	10110	The unique code under commission regulation must contain up to 8 alphanumeric characters	[a-zA-Z0-9]{8}
ACC_DAT_10	10111	An ICAO (International Civil Aviation Organization) designator must be composed of alphanumeric character, blanks and minus up to 16 characters.	[a-zA-Z0-9 -]{1,16}
ACC_DAT_11	10112	The format of monitoring plan id must be valid	.{1,50}
ACC_DAT_14	10115	The first or last year of a monitoring plan must be expressed by a four digits number between 2000 and 2999. Idem of first and last year of verification	\\d{4}

Transaction formats

TRC_AMOUNT_1	10200	Quantities of units must be strictly positive integers with up to 15 digits.	\\d{1,15}, the amount must be greater than 0
TRC_AMOUNT_2	10203	Quantities of units must be positive with up to 15 digits or zero.	\\d{1,15}
TRC_CMNT_1	10201	The comment can contain up to 256 characters.	.{0,256}
TRC_EXCESS_ISSUAN CE	10202	The acquiring account identifier of an Excess Issuance must be CDM-240-XXX-Y where XXX is the account identifier and Y is the current commitment period	CDM-240-[1-9]\\d{0,14}-\\d
TRC_ID	10204	A transaction ID must start with a valid registry code followed by maximum 15 digits, no leading zeroes	registry code[1-9][0-9]{0,14}

Unit formats

UNT_NUMBER_1	10302	The unit start or end is an integer with up to 15 digits.	\\d{1,15}
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UNT_PROJECT_1	10300	The project number must be composed of the party identifier and the project identifier	[a-zA-Z]{2}\d{1,7}
UNT_PROJECT_2	10301	A project identifier is composed of 1 to 7 digits.	\d{1,7}
UNT_NUMBER_2	80101	The quantity of units in a to-be created unit block must superior or equal to 1.	
UNT_CREATOR_1	10303	For units created/updated in the EU registry by non-EU administrators, the holding account must be administered by the registry of the administrator unless the creator/updater is the central administrator	
UNT_KP_1	10304	Only the EU administrator and central administrator can create/update/delete/suspend KP units in the EU registry.	
Emissions formats			
EMISSIONS_AMOUNT_1	10400	The amount must be a positive integer or zero.	\d{1,18}
Allocation plan formats			
AP_RSV_1	10500	The reserve must be a positive integer or zero.	\d{1,18}
AP_UNLC_1	10501	The unallocated quantity must be a positive integer or zero.	\d{1,18}
AP_ALLOC_1	10502	The allocation must be a positive integer or zero.	\d{1,18}
Reconciliation formats			
RC_ID_1	10600	The reconciliation must be composed of the two letter code of the registry and a numerical identifier.	[a-zA-Z]{2}\d{1,15}
RC_BLK_RG_1	10601	The block range must be specified as 111, 111-, -222 or 111-222.	Tbd
RC_CMNT_1	10602	The reconciliation closure comment can contain up to 512	.{0,512}

characters.

Common references

REF_COM_CP_1	11000	The commitment period is undefined.
REF_COM_CP_2	11001	The year is outside the commitment period.
REF_COM_REG_1	11002	The registry of the Member State must be hosted in the CR 2012

Account references

ACC_DAT_13	10114	The account holder identifier must exist
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Allocation plan references

REF_NAP_UP D_1	11100	The entry to be added must not already exist in the allocation plan.
REF_NAP_UP D_2	11101	The entry to be updated or deleted must exist in the allocation plan.

Account consistency

ACC_DAT_1	10102	The holding accounts must always have the period 0
ACC_DAT_5	10106	The expiry and revocation date of a permit must be strictly superior to its entry date
ACC_DAT_12	10113	The first year of applicability of a monitoring plan must be inferior or equal to its last year
ACC_DAT_15	10116	The expiry date of a monitoring plan must be greater or equal to its first year

ACC_DAT_16	10117	Only operator holding accounts can be transferred from an account holder to another
ACC_DAT_17	10118	Only accounts in status “Transfer Pending” can be claimed
ACC_DAT_18		An account cannot have less than 2 AR and more than the set amount of AAR and AR in its account. Verifier account are an exception as they can have a single AR
	10119	
ACC_DAT_19		The same person cannot be representative of 2 distinct trading platform accounts
	10120	
ACC_DAT_20		Only person holding accounts can be delegated to the representative of a trading platform account
	10121	
ACC_DAT_21		The same person holding account cannot be delegated the representatives of several trading platform accounts.
	10122	
ACC_DAT_22		A given account and person cannot share more than one relationship at a given time
	10123	
ACC_DAT_23		A given account holder and person cannot share more than one relationship at a given time
	10124	
ACC_DAT_24		The URID provided for an account representative must be the one of an existing and enrolled person
	10125	
ACC_DAT_25		The account holder of a verifier account cannot be used for another account.
	10126	
ACC_DAT_26		Only one account process such as account closure/release or representative addition/removal/replacement can be ongoing at one moment for one account
	10127	
ACC_DAT_27		A government account holder must be neither a private person nor a company
	10128	
ACC_DAT_28		A verifier account holder must be a company
	10129	
ACC_DAT_29		When an account is created at the request of an anonymous user, the account holder must be always new.
	10130	
ACC_DAT_30		Verifier accounts cannot have additional authorised representative
	10131	
ACC_DAT_31		Additional representative with trader role cannot be removed, replaced, or updated.
	10132	
ACC_DAT_32	10133	Account holder updates can only be performed one at a time

ACC_DAT_33		for a given account holder
ACC_DAT_34	10134	Account representative's business details updates can only be performed one at a time for a given account holder's representative
ACC_DAT_35	10135	An additional authorised representative with role "trader" cannot be updated/removed/replaced or have his role changed
ACC_DAT_36	10136	An additional authorised representative with role "trader" cannot be created through an account opening or an addition of account representative
ACC_DAT_37	10137	Aircraft operator updates can only be performed one at a time for a given aircraft operator
ACC_DAT_38	10138	Installation updates can only be performed one at a time for a given installation
ACC_DAT_39	10139	Only trading platform accounts can be linked to a trader
ACC_DAT_40	10140	At any time, a given registry cannot have more than one open trading platform account related to the same trader
ACC_DAT_41	10141	An account with pending tasks or transaction cannot be released
ACC_DAT_42	10142	The element 'first year of verified emission submission' must have a value <= 2005
	10143	The last year of verification must be superior or equal to the first year of verification

Account Group		
GROUP_DAT_1	10700	The name of a group must have maximum 255 characters .{1,255}
GROUP_DAT_2	10701	Two groups cannot have the same name
GROUP_DAT_3	10702	The description of a group must have maximum 256 characters
GROUP_DAT	10703	The default account group cannot have its name updated

_4
GROUP_DAT The default account group cannot be deleted
_5 10704 .{0,256}

Issuance		
GEN_REG_1	91000	The acquiring registry must exist.
GEN_REG_2		The transferring account and acquiring account must be in the same registry for all transactions except external transfers.
	7022	
ISS_PERM_1	10700	The user current profile must have access in the specified registry to the acquiring account with the permission <u>PERM_ISSUANCE_UPDATE</u> .
ISS_TX_1	80300	There can exist no other pending issuance transaction in the specified registry. Notes. 1. A pending issuance transaction is one that is neither completed nor terminated. 2. The check is achieved for the specified registry, checking if there exists another pending issuance transaction for <i>any</i> type of unit and activity. This is to ensure the correct determination of the next unit available to be issued. Indeed, if it was permitted to have another issuance transaction for another unit type or another activity but the transaction having first received the unit block to be issued finally fails while the other one having received the unit block to be issued in second finally succeeds, there would be a gap in the numbering of the units actually issued.
ISS_TX_2	7219 (generalisation of the latter...)	The units requested to be issued do not have the correct [allowance/unit] identification code and therefore it is not possible for the issue to take place.
ISS_TX_3	7948	A transaction must not issue more than one Unit Type.
ISS_TX_4	7949	The Original Commitment Period must be the same for all

ISS_TX_5	7950	units issued by the transaction The Applicable Commitment Period must be the same as the Original Commitment Period for all units issued by the transaction.
ISS_ACC_1	80304	The acquiring account must be the National Allowance Holding Account of the registry.
ISS_ACC_2	7202	The acquiring account must be a PHA of the registry.
ISS_NP_1	7203	The national allocation plan table must have been submitted to the Commission for having the issuance or allocation of allowances for the specified period to take place.
ISS_BLK_1	10750	In the specified registry, the number of the first unit to be issued must equal to the one of the last unit that has already been issued plus 1.
ISS_ALLOWANCE_MAX_1	7201	The amount of allowances for the specified period requested to be issued may not exceed the amount approved by the Commission in the national allocation plan.
ISS_AAU_MAX_1	80302	The amount of AAU for the specified period requested to be issued may not exceed the amount remaining to be issued for that unit type.
ISS_RMU_MAX_1	80301	The amount of RMU for the specified period requested to be issued may not exceed the amount remaining to be issued for that unit type and the specified activity.
Trading platforms	5xxxx	Reserved range for trading platforms
TP_DAT_01	10201	A trader identifier must be unique

**ANNEX 12: DESCRIPTION OF THE CURRENT INFORMATION SYSTEM
FOR THE EU ETS**

ANNEX D EUTL ANALYSIS



EUROPEAN COMMISSION

DIRECTORATE-GENERAL

CLIMATE ACTION

Directorate B – European and International Carbon Markets

EU Transaction Log Analysis

ETS reconciliation

Description

This sheet describes the communication between the EUTL and the EUCR concerning the ETS reconciliation.

The EUTL initiates the ETS reconciliation either manually through the admin UI or automatically through a recurring Quartz job (`eu.cec.env.kyoto.citl.bm.scheduler.EtsReconciliationTask`). Communication between EUTL and EUCR occurs as usual through JMS using the following queues:

- The EUTL sends reconciliation messages on the **jms/EutlInboundQueue** EUCR queue.
- The EUCR sends response messages on the **jms/citl/FastGenericIn** EUTL queue.

As opposed to the ITL reconciliation, the ETS reconciliation is performed in a single phase, the most detailed one, namely the unit block check phase. To do this in the most efficient manner by taking advantage of the co-location of the EUTL and EUCR, the EUTL uses a datasource in its domain pointing to the EUCR DB, named **java/EucrDS**. Using this, the EUTL yoto ly tly traverses its own snapshot and the EUCR snapshot recording inconsistencies in a single pass.

The following steps outline the process from a high level, making note of the different classes that are used to exchange messages at each step:

1. A reconciliation is triggered (either manually or through the Quartz job). The EUTL sends to the EUCR an instance of **eu.cec.env.kyoto.shared.types.InitiateReconciliationRequest**.
2. The EUCR acknowledges the reception of the ETS reconciliation by sending to the EUTL an instance of **eu.cec.env.kyoto.shared.types.EtsReconciliationAcknowledgement**.
3. The EUTL subsequently sends to the EUCR the result of the ETS reconciliation through an instance of **eu.cec.env.kyoto.shared.types.EtsReconciliationResult** concluding the reconciliation.
4. If at any yot the EUTL wishes to terminate or manually complete the reconciliation, an instance of the same **eu.cec.env.kyoto.shared.types.EtsReconciliationResult** is used.

Population of objects by EUTL

eu.cec.env.kyoto.shared.types.InitiateReconciliationRequest		
Name	Type	How to handle?
From	java.lang.String	Ignore. Always set to CTL.
To	java.lang.String	Ignore. Always set to EU.
majorVersion	int	Ignore. The configured major version of the message.

minorVersion	int	Ignore. The configured minor version of the message.
reconciliationIdentifier	java.lang.String	The reconciliation identifier that will be used in this and all subsequent communication to identify the reconciliation.
snapshotDatetime	java.util.Calendar	The time at which the EUCR should take its snapshot.

--	--	--

Eu.cec.env.kyoto.shared.types.EtsReconciliationResult		
---	--	--

Name	Type	How to handle?
reconciliationIdentifier	java.lang.String	The identifier identifying the reconciliation this message refers to.
reconciliationStatus	int	<p>The new status of the reconciliation. The possible values this can receive are:</p> <ul style="list-style-type: none"> - 7: Processing denied. The EUTL found that the mentioned reconciliation either is nto an ETS reconciliation or was already completed. No further communication will occur. - 10: Valid. The EUTL performed the snapshot comparison and found no discrepancies. No further communication will occur. - 9: The EUTL performed the snapshot comparison and found discrepancies. The EUCR should block the inconsistent blocks. Additional communication may follow. - 11: The ETS reconciliation is closed following manual intervention. The EUCR should unblock any inconsistent blocks and complete the reconciliation. No further communication will follow.
inconsistentBlocks	eu.cec.env.kyoto.shared.types.EtsReconciliationInconsistentBlock[]	If the value of the reconciliationStatus code is anything other than 9, this is null and can be ignored. In the case inconsistencies have been found (value 9), this is a non-null array containing the information on the blocks that were found to be inconsistent.

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Eu.cec.env.kyoto.shared.types.EtsReconciliationInconsistentBlock		
--	--	--

Name	Type	How to handle?
------	------	----------------

originatingRegistryCode	java.lang.String	The originating registry code for the block. This, along with the block start and end, serve to fully identify the block.
blockStart	long	The serial number start of the inconsistent block.
blockEnd	long	The serial number end of the inconsistent block.

Population of objects by EUCR

eu.cec.env.kyoto.shared.types.EtsReconciliationAcknowledgement			
Name	Type	Required?	How to populate?
reconciliationIdentifier	java.lang.String	Yes	The identifier identifying the reconciliation this message refers to.
acknowledgementCode	int	Yes	Code used to specify the meaning of this acknowledgement: - 0: An ongoing ETS reconciliation is in place. The current one will be closed on the side of the EUTL with no further communication. - 1: The ETS reconciliation is successfully acknowledged and the EUCR has agreed to take its snapshot at the agreed time. The reconciliation process will continue on the side of the EUTL and future communication should be expected by the EUCR.

ANNEX 13: RUP@EC DEVELOPMENT CASE



EUROPEAN COMMISSION

DIRECTORATE-GENERAL

INFORMATICS

Directorate 01 – Information systems

EMPO – e-Commission, Methodology and Programme Office

European Commission

RUP@EC Development Case

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17. INTRODUCTION

17.1. Scope

This document describes the RUP@EC development case. As a standard (or guide) it should be directly applicable in projects proceeding according to the RUP@EC methodology, but nevertheless it should be reviewed and understood by the project manager and process engineer of the project, as – by adopting it – it becomes part of the project documentation.

The development case can only be applied in connection with RUP@EC methodology (explicitly or implicitly). All references to a methodology appearing in this document refer to the RUP@EC methodology.

17.2. Overview

Chapter 2 gives some advice in connection with the application of the development case, chapter 3 documents the standard development case and important topics in relation to this, chapter 4 documents a development case for small low risk development projects, and chapter 5 documents an alternative development case for maintenance projects. Chapter 6 documents an alternative development case for Agile projects.

18. DEVELOPMENT CASE IMPLEMENTATION GUIDE

The development case in RUP@EC serves as a main input to the project manager when planning the project. It suggests the minimum set of artefacts that should be produced by the project, and gives an indication of the timing of the artefact production efforts in the project lifecycle.

The development case does not give any suggestions as to how many iterations to put in each phase – please refer to the “**Plan Phases and Iterations**” activity and the “**RUP lifecycle**” description in the methodology website for guidance on this subject.

It is advisable however, that the development case is reviewed in light of the project characteristics, it may be relevant to produce additional artefacts, to capture important knowledge for the project, or even leave out a given artefact (if it can be shown, that it adds no value to the project). Decisions to change the development case must be documented in the Software Development Plan, including the reasoning for doing so.

19. STANDARD DEVELOPMENT CASE

The artefacts to be produced in a standard development project are shown in Table 2.

The artefacts are listed in the phase where they should be completed, reviewed and baselined according to the principles laid down in the Quality Assurance Plan and the Configuration Management Plan.

19.1. Standards / Guidelines

The first column to the left of the phases, labelled 'Standards/Guides', lists the artefacts provided by either the Commission Enterprise Architecture Framework (CEAF) or as a part of the methodology. These standards and guides therefore are not necessary to be produced by each project, but should nevertheless be considered part of the project (documentation/legal/statutory) framework.

19.2. Tags

The development case tables use the following tags:

[initial]:

An exception to this is when the tag *[initial]* has been added to the artefact. In these cases the artefact must be produced in the phase, but not to a completed state. The artefact is produced in order to elicit or uncover potential problems and risks to the project, as well as being important input to the project planning – especially the iteration-planning.

[revised]:

If the tag *[revised]* has been added to the artefact the artefact is most likely to undergo a change compared to the baselined version of the artefact from the previous phase. This will be subject to change control.

Depending on the formality of the project and other conditions (e.g. fixed price, critical dead-lines, etc.) the freedom to revise the documents in question based on experiences gained in the iterative approach may be restricted.

			• Inception	• Elaboration	• Construction	• Transition
•	• Standards / Guides					
• Business Modelling	• Business Glossary		• Business Architecture Document	•	•	•
• Requirements	• Process Glossary					
	• Requirements Management Plan		• Vision (incl. Business Glossary)	• Vision [revised]	• Use Case Model [revised]	•
			• Use Case Model [initial]	• Supplementary Specification		
• Analysis & Design	• Reference Architecture		•	• Software Architecture Document	•	•
				• Architectural proof of concept	• Design Model	
				• Design Model [initial]	•	
				• Analysis Model	• Navigation Map [revised]	
				• Navigation Map	• Data Model [revised]	
				• Data Model		
				• Deployment Model		
• Implementation	•		•	• Build	• Build	•
				• Implementation Model [initial]	• Implementation Model	• Implementation elements
				• User Interface Prototype	• Implementation elements	
				• Integration Build Plan	• Developer test	
• Test	•		• Test Management Plan [initial]	• Test Management Plan [revised]	• Test Iteration Plan(s)	• Test Iteration Plan(s)
				• Test Iteration Plan(s)	• Test Evaluation Summaries	• Test Evaluation Summaries
				• Test Evaluation Summaries		
				• Test Environment Configuration		
• Deployment	• Data Centre Hosting Guidelines		•	•	• Deployment Plan	•
					• Product	• Release Notes
					• End User Support Material	• End User Support Material [revised]
• Configuration & Change Management	• Configuration Management Plan		• Project Repository	•	• Deployment Unit	•

<ul style="list-style-type: none"> • Project Management 	<ul style="list-style-type: none"> • Quality Assurance Plan • Risk Management Plan • Product Acceptance Plan • Problem Resolution Plan • Communication Management Plan 	<ul style="list-style-type: none"> • GovIS • Business Case • Risk List • Software Development Plan • Iteration Plan(s) • Iteration Assessment 	<ul style="list-style-type: none"> • GovIS [revised] • Risk List <i>[revised]</i> • Software Development Plan [revised] • Iteration Plan(s) • Iteration Assessment(s) 	<ul style="list-style-type: none"> • GovIS [revised] • Risk List <i>[revised]</i> • Software Development Plan [revised] • Iteration Plan(s) • Iteration Assessment(s) 	<ul style="list-style-type: none"> • GovIS [revised] • Iteration Plan(s) • Iteration Assessment(s)
<ul style="list-style-type: none"> • Environment 	<ul style="list-style-type: none"> • Development Case • Standard Tools 	<ul style="list-style-type: none"> • Hosting Request MIRELLA (dev, test, prod) 	<ul style="list-style-type: none"> • Hosting Request MIRELLA [revised] (dev, test, prod) • Development Infrastructure • Test Infrastructure 	<ul style="list-style-type: none"> • Hosting Request MIRELLA [revised] (test, prod) 	<ul style="list-style-type: none"> • Hosting Request MIRELLA [revised] (test, prod) • Production Infrastructure
<ul style="list-style-type: none"> • Lifecycle Milestone Reviews 	•	•	• ♦	• ♦	• ♦ ♦

Table 2 Development Case overview

19.3. Artefact responsibility

The methodology RUP@EC documents the roles that are responsible for each of the artefacts. For additional information please refer to the methodology website; the development case overview may be found under **Commission Policies and Guidelines** and is part of the Environment discipline. For each artefact there is a hyperlink to the respective artefact description.

Please observe that the responsibilities are per role. In a project, more than one person may be assigned a given role (e.g. implementers, designers or testers) and one single person may take on more than one role (e.g. one person may be both project manager and test manager and another person may be both software architect and implementer). The assignment of roles to physical resources will depend on the size and the character of the project.

19.4. Artefact status / Formal deliveries

Some of the artefacts in the development case serve as means to control the expectations of the project stakeholders and to formalise agreements on what must be produced by the project. Other artefacts are internally oriented and serve as tools to assure quality and to optimise the development process.

In the development case table the artefacts that are used to formalise the agreements on what must be produced by the project (i.e. the formal deliveries) have been marked in **bold**.

19.5. Lifecycle Model / Lifecycle Objectives Milestones

At the end of each phase a lifecycle milestone review is conducted as described in the methodology. The artefacts that have been produced in the phase are subject to this review.

The lifecycle milestone review serves as a control gate, at which it will be decided by the steering committee to continue the project or in extreme cases to terminate further activities on the project.

19.6. Reports

In addition to the artefacts listed in the development case, some reports will be produced by the project as well. Reports reflect the status of the project or extract information about one or more artefacts at a given time. Unlike regular artefacts, reports are not subject to version control; however they may be baselined to provide a historic audit trail of the project over time.

As a minimum the project will produce the following reports.

19.6.1. Status Reports

Status Reports provide a mechanism for addressing, communicating, and resolving management issues, technical issues, and project risks. Continuous open communication with objective data derived directly from ongoing activities and the evolving product configurations are mandatory in any project. These project snapshots provide the basis for management's attention. While the period may vary, the forcing function needs to capture the project history.

The Status Report will be produced at the end of each iteration; it will include the iteration assessment.

19.6.2. Lifecycle Milestone Review Records

The Steering Committee will chair a Lifecycle Milestone Review at the conclusion of each phase to determine, following the completion of the final iteration of the phase, whether the project should be allowed to proceed to the next phase. This review marks a point at which management and technical expectations should be resynchronized, but the issues to be considered should relate mainly to the management of the project – major

technical issues should have been resolved with the final iteration (of the phase), and in the subsequent Activity: Prepare for Phase Close-Out.

A review is held at each of the major milestones:

the *Lifecycle Objectives Milestone* at the end of the *Inception Phase*

the *Lifecycle Architecture Milestone* at the end of the *Elaboration Phase*

the *Initial Operational Capability Milestone* at the end of the *Construction Phase*

the *Product Release Milestone* at the end of the *Transition Phase*

20. LOW RISK PROJECT DEVELOPMENT CASE

A significant part of the software projects at the Commission are maintenance projects, i.e. the objective is not to build an entire new information system but rather to extend existing information systems with detailed and controlled changes or to address a specific business need (e.g. a new regulation) in light of the existing information system portfolio.

Such projects are often to be performed within a fairly short time frame (between 1 and 3 months).

In RUP@EC a **low risk project** is considered as:

a **software development** project,

that implements a **necessary function**³¹ as described in the Business Continuity framework,

has a total cost (from its inception to the rolling out) that does not exceed the equivalent of **1 man-year FTE**, and

whereby a **well-known architecture is used** to implement the software thus no architectural risks are identified for the project).

Table 3 shows the development case for low risk projects. This development case limits the number of artefacts to be produced and simplifies the content of these artefacts, but remains compatible with commission-wide frameworks such as the [IT Governance communication](#), the [Information System Security Policy](#) and the [Commission Enterprise Architecture Framework](#).

³¹ Necessary functions are activities, services and infrastructure which the Commission could afford to interrupt for at least a week without serious effects, but which should be restored as soon as circumstances permit

			• Inception	• Elaboration	• Construction	• Transition
•	• Standards / Guides					
• Business Modelling	• Business Glossary	•		•	•	•
	• Process Glossary					
• Requirements	• Requirements Management Plan	• Vision	• Vision [revised]	•	•	
		• Use Case Model or User Guide as part of the End User Support Material [initial]	• Use Case Model or User Guide as part of the End User Support Material	•		
• Analysis & Design	• Reference Architecture	•	• Software Architecture Document	•	•	
• Implementation	•	•	•	• Build	•	
• Test	•	• Test Management Plan <i>[Initial]</i>	• Test Management Plan <i>[Revised]</i>	• Test Management Plan <i>[revised]</i>	•	
				• Test Evaluation Summaries		
• Deployment	• Data Centre Hosting Guidelines	•	•	• Product	• Release Notes	
				• End User Support Material	• End User Support Material [revised]	
• Configuration & Change Management	• Configuration Management Plan	• Project Repository	•	•	•	
• Project Management	• Quality Assurance Plan	• GovIS	• GovIS [revised]	• GovIS [revised]	• GovIS [revised]	
		• Business Case	•	•	•	
	• Risk Management Plan	• Risk List	•	•	•	
	• Product Acceptance Plan	• Software Development Plan	• Software Development Plan [revised]	• Software Development Plan [revised]	•	
		• Iteration Plan	• Iteration Plan	• Iteration Plan	• Iteration Plan	
		• Iteration	• Iteration Assessment	• Iteration Assessment	• Iteration Assessment	

20.1. Low Risk Project Development Case Explanation

The legend and annotation in Table 3 are the same as for the standard development case.

The RUP@EC development case for Low Risk Projects has been designed to ensure the creation of high quality artefacts. Some of the standard RUP@EC artefacts have been eliminated to reduce the level of ceremony to the strict minimum. The non vital elements of the artefacts have been removed and various artefacts have been merged into a single document:

- The vision document, business case and risk list have been merged, streamlined and grouped into a single vision document template.
- The software development plan, the test management plan and iteration plan have been merged into a single software development plan document
- The software architecture document, the data model and implementation plan have been consolidated into one single software architecture document.

The Standards and Guides are all available for the low risk development projects as they are for the full scale development projects, so this part of the development case is not affected by the project type.

Even for very short projects, the inception phase should be used to document (i) what is to be produced in the vision document, (ii) the financial impact in the business case (and GovIS) and (iii) how it is to be made in the software development plan – whilst giving a thought to (iv) what can go wrong (the risk list).

The risks associated with this type of projects have by definition an inferior impact. Therefore, the risk list will be completed at the end of the Inception phase. There are no important architectural risks involved in this project, because the project should be elaborated in a well-known architectural framework. The Software Architecture Document may therefore be a minor document while it should at least contain elements regarding the data model.

As a general rule, the “ambition”³² of the artefacts should be adjusted to the project scope and size.

The Low Risk Project Development Case fully adheres to the iterative approach with iteration assessments to collect the lessons learned, and to control a changing base-line. However, for phases that consist of only one iteration (probably the majority for this type of projects); the iteration assessment can be merged with the *lifecycle milestone review*. The result of which would be documented in a Status Report.

21. MAINTENANCE DEVELOPMENT CASE

A significant part of the software projects at the Commission are maintenance style projects, i.e. the objective is not to build an entire new information system but rather to extend existing information systems with detailed and controlled changes or to address a specific business need (e.g. a new regulation) in light of the existing information system portfolio.

Such projects are often to be performed within a fairly short time frame (between 1 and 3 calendar months). Table 4 shows the development case for maintenance projects that facilitate the required speed, and that takes into account the special circumstances of the maintenance situation.

³² We use the word *ambition* to refer to actual size and contents length for each artefact.

	Standards / Guides	Inception (< 1 week)	Elaboration (1-2 weeks)	Construction (3-6 weeks)	Transition (< 1 w.)
Business Modelling	Business Glossary				
Requirements	Process Glossary				
Analysis & Design	Requirements Management Plan	Vision		Use Case Model [revised]	
	Reference Architecture		Software Architecture Document	Design Model	
Implementation			Deployment Model		
			User Interface Prototype	Build	
Test				Implementation Model	
				Implementation elements	
Deployment				Developer test	
		Test Management Plan [Initial]	Test Management Plan [Revised]	Test Management Plan [Revised]	
Configuration & Change Management				Test Evaluation Summaries	
	Data Centre Hosting Guidelines			Deployment Plan	Release Notes
Project Management	Configuration Management Plan	Project Repository		Product	End User Support Material
				Deployment Unit	
	Quality Assurance Plan	GovIS	GovIS [revised]	GovIS [revised]	GovIS [revised]
	Risk Management Plan	Business Case			
	Product Acceptance Plan	Risk List	Risk List [revised]	Risk List [revised]	
	Problem	Software Development Plan	Software Development Plan [revised]	Software Development Plan [revised]	
		Iteration Plan	Iteration Plan(s)	Iteration Plan(s)	Iteration Plan
		Iteration Assessment	Iteration Assessment(s)	Iteration Assessment(s)	Iteration Assessment

<ul style="list-style-type: none"> Environment 	<ul style="list-style-type: none"> Resolution Plan Communication Management Plan 					
	<ul style="list-style-type: none"> Development Case Standard Tools 	<ul style="list-style-type: none"> Hosting Request MIRELLA (dev, test, prod) 	<ul style="list-style-type: none"> Hosting Request MIRELLA [revised] (dev, test, prod) Development Infrastructure Test Infrastructure 	<ul style="list-style-type: none"> Hosting Request MIRELLA [revised] (dev, test, prod) 	<ul style="list-style-type: none"> Hosting Request MIRELLA [revised] (dev, test, prod) Production Infrastructure 	
<ul style="list-style-type: none"> Lifecycle Milestone Reviews 	.	.	● ◆	● ◆	. ◆ ◆	◆

Table 4 Maintenance Development Case overview

21.1. Maintenance Development Case Explanation

The legend and annotation in Table 4 are the same as for the standard development case.

The Standards and Guides are all available to the maintenance development projects as they are for the full scale development projects, so this part of the development case is not affected by the project type.

As the business model and system use is presumed to be very well understood in the case of maintenance projects, the activities within business modelling are limited and do not result in any separate artefacts. The results of the business modelling performed will be documented in the vision document only.

Even for very short projects, the inception phase should be used to document (i) what is to be produced in the vision document, (ii) the financial impact in the business case (and GovIS) and (iii) how it is to be made in the software development plan – whilst giving a thought to (iv) what can go wrong (the risk list).

As a general rule, the “ambition” of the artefacts should be adjusted to the project scope and size.

The maintenance type projects will still run in an iterative approach with iteration assessments to collect the lessons learned, and to control a changing base-line. For phases that consist of only one iteration, the iteration assessment can be merged with the lifecycle milestone review. The result of which would be documented in a status report.

22. AGILE DEVELOPMENT CASE

An Agile project follows an iterative and incremental development, where requirements and solutions evolve through collaboration between self-organizing and small cross-functional teams.

Table 4 shows the development case for Agile projects.

	• Standards / Guides	• Inception	• Elaboration	• Construction	• Transition
• Business Modelling	• Business Glossary	•	•	•	•
• Requirements	• Process Glossary				
	• Requirements Management Plan	• Vision	• Vision <i>[revised]</i>	•	•
		• Use Case Model or User Guide as part of the End User Support Material <i>[initial]</i>	• Use Case Model or User Guide as part of the End User Support Material	•	
• Analysis & Design	• Reference Architecture	•	• Software Architecture Document	•	•
• Implementation	•	•	•	• Build	•
• Test	•	• Test Management Plan <i>[Initial]</i>	• Test Management Plan <i>[Revised]</i>	• Test Management Plan <i>[revised]</i>	•
				• Test Evaluation Summaries	
• Deployment	• Data Centre Hosting Guidelines	•	•	• Product	• Release Notes
				• End User Support Material	• End User Support Material <i>[revised]</i>
• Configuration & Change Management	• Configuration Management Plan	• Project Repository	•	•	•
• Project Management	• Quality Assurance Plan	• GovIS	• GovIS <i>[revised]</i>	• GovIS <i>[revised]</i>	• GovIS <i>[revised]</i>
	• Risk Management Plan	• Business Case	•	•	•
	• Product Acceptance Plan	• Risk List	•	•	•
		• Software Development Plan	• Software Development Plan <i>[revised]</i>	• Software Development Plan <i>[revised]</i>	•
		• Iteration Plan	• Iteration Plan	• Iteration Plan	• Iteration Plan
		• Iteration	• Iteration Assessment		• Iteration Assessment

	<ul style="list-style-type: none"> Problem Resolution Plan Communication Management Plan 	Assessment				<ul style="list-style-type: none"> Iteration Assessment
<ul style="list-style-type: none"> Environment 	<ul style="list-style-type: none"> Development Case Standard Tools 	<ul style="list-style-type: none"> Hosting Request MIRELLA (dev, test, prod) 	<ul style="list-style-type: none"> Hosting Request MIRELLA [revised] (dev, test, prod) Development Infrastructure Test Infrastructure 	<ul style="list-style-type: none"> Hosting Request MIRELLA [revised] (test, prod) 	<ul style="list-style-type: none"> Hosting Request MIRELLA [revised] (test, prod) Production Infrastructure 	
<ul style="list-style-type: none"> Lifecycle Milestone Reviews 	•	• ◆	● ◆	● ◆	● ◆	• ◆

Table 5 Agile Project Development Case overview

22.1. Agile Project Development Case Explanation

The legend and annotation in Table 4 are the same as for the standard development case.

ANNEX 14: COMMISSION'S INFORMATION SYSTEM HOSTING GUIDELINES



EUROPEAN COMMISSION – DIGIT
IS Hosting Services
Infrastructure Services Provision DIGIT Directorate
March 2012

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This document presents a high-level overview of the services offered by the Infrastructure Services Provision (ISP) Directorate –DIGIT.C – with regard to Information Systems (IS) Hosting.

INTRODUCTION

Document Rationale

This document describes the architecture elements and service attributes of typical hosting architectures that DIGIT provides and give information on how different IS hosting service elements are combined into IS hosting solutions which can address the customer's need.

In general terms, these are:

- *business data processing application* : the multi-tier enterprise application,
- *dynamic website* : the two-tier enterprise web application dynamic website,
- *static website* : the single-tier enterprise web application,
- *interfacing application* : the business application oriented to service other applications,
- *housing*.

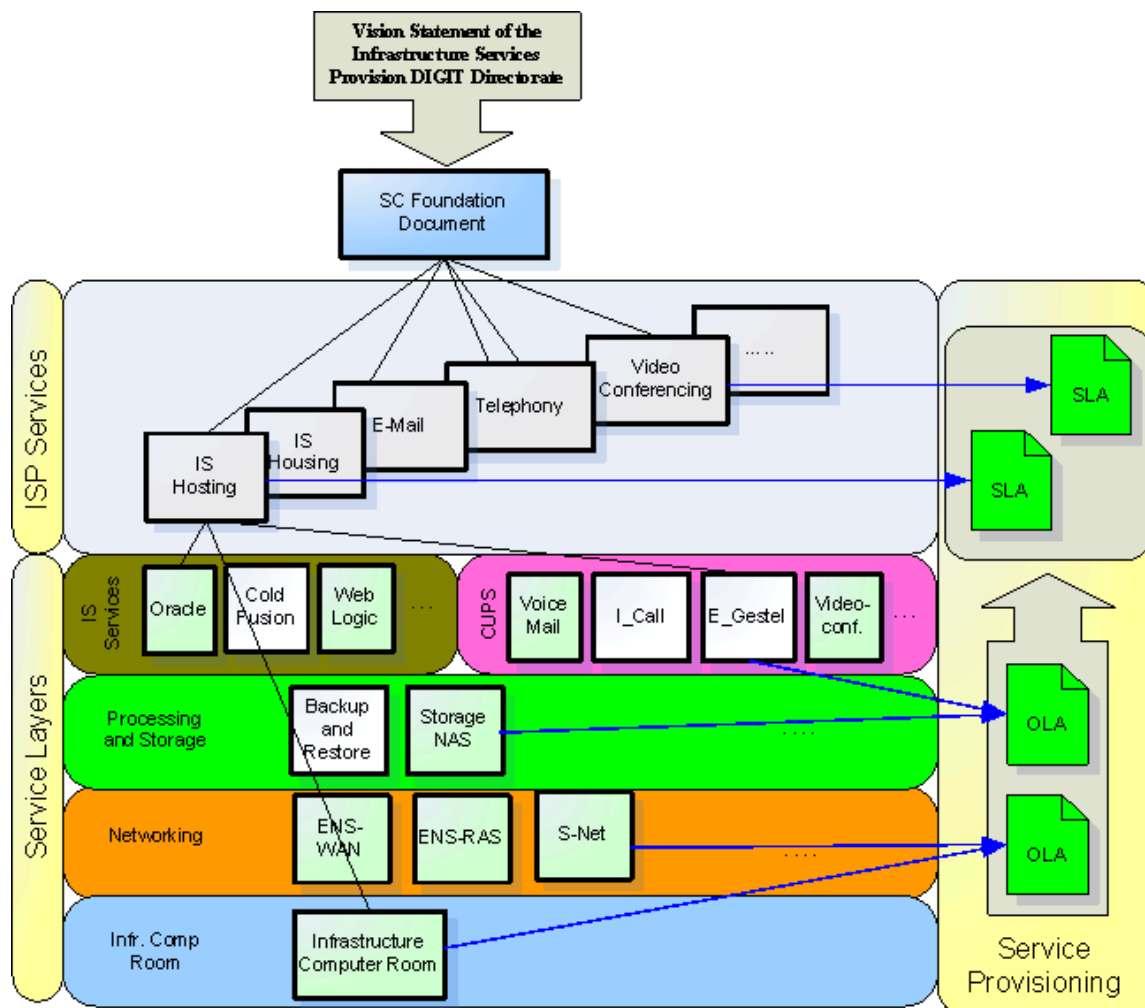


Figure 3 Position of this document related to other documentation on Infrastructure Services Provision

Document Audience

The intended audience of this document is any party who intends to use or currently uses the information systems hosting service, or has another interest in these services. The main target audience could therefore include the Information Resource Managers (IRM) and the business application owners.

The DIGIT hosting service is available to the various Directorates-general, offices and executive agencies of the European Commission as well as other European Institutions.

Approach

The starting point for DIGIT to provide information systems hosting services is a customer expressing a need for having an information system hosted (through an approved vision document describing the business application and alternative technical solution).

This potential customer can contact DIGIT.C / CRM (Customer Relationship Management) to inquire about the options available.

DIGIT.C will then provide the potential customer with advice on the hosting project and the definition of its information system architecture. This design process composes the required service architecture by combining several hosting service elements. In exceptional cases, when DIGIT.B is the developer of the requested information system, DIGIT.B will act as the interface between the customer and DIGIT.C.

The selected architecture will have specific attributes that have a direct influence on the way the hosting service is implemented. Throughout this process, several options are offered to the customer in order to select the ones best suited with regard to the specific hosting need.

The information systems hosting services are complemented and supported by services such as networking, storage and other DIGIT.C services.

Finally, customers may request the delivery of hosting services which is supported by a service level agreement (SLA). This service level agreement describes the terms and obligations agreed between the customer and the information systems hosting services provider, i.e. DIGIT.

It should be noted that the approach as detailed above and illustrated in *Figure 2* refers to hosting requests in support of policy related initiatives. The process for hosting requests related to administrative initiatives or corporate information systems (where no charging occurs) is slightly different and described further in this document.

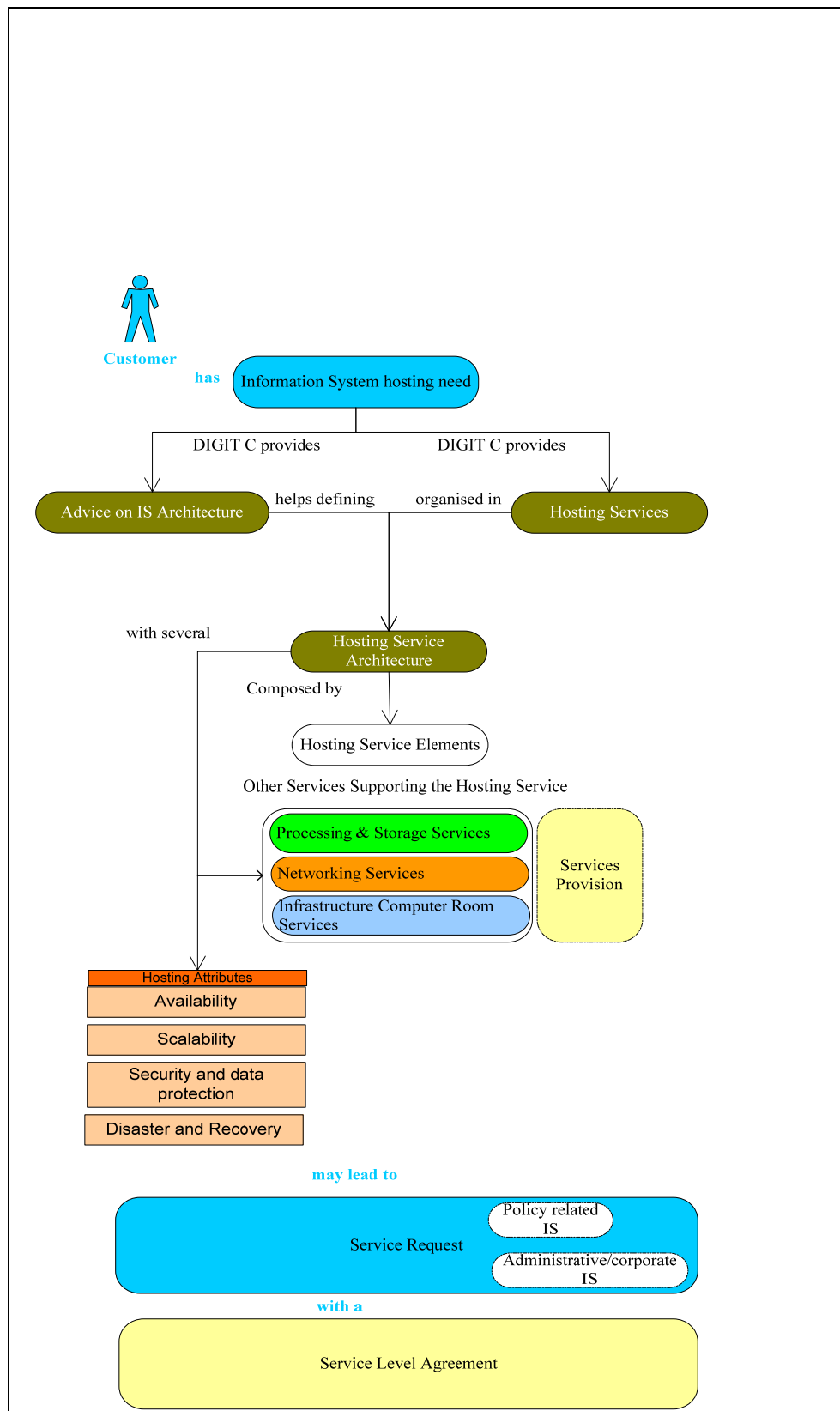


Figure 4: Document approach

BUSINESS NEEDS

Before deciding on the service elements and attributes of a hosted information system, one needs a good understanding of the hosting needs of the customer. This understanding is the point of departure for an IS Hosting Services request.

Below is a possible categorisation of the most common hosting needs, stated in simple terms, in which most service requests will fall:

- ***Business data processing application / Multi-tier enterprise application***

The customer wants to support one or more of its business processes via an enterprise application. This application could be an off-the-shelf package or developed in-house. These applications are accessed via a website having a client-server architecture including a core transaction processing/business logic tier.

The above need is the most usual. However, others may also be required and are listed below:

- ***Dynamic website / Two-tier enterprise web application***

The customer wants to convey and receive information through a website. The website is dynamic, meaning it allows not only to view information but also to interact with it by means of querying or entering data.

- ***Static Website / Single-tier enterprise web application***

The customer wants to convey information through a website. The website is named static, meaning it only allows to navigate through the different web pages and to display information. It can be compared to a newspaper or a book which only allows reading information.

- ***Interfacing application / Enterprise application oriented to service other applications***

The customer wants to send and receive electronic messages between its systems and other external systems.

Another common need is Housing. This is not part of the IS Hosting Services but is mentioned below for the sake of completeness:

- ***Housing***

The customer wants to use only some basic data centre functionality which includes physical facilities, server hardware and networking. All activities and software to operate these are the sole responsibility of the customer.

IS HOSTING SERVICES

ISP Directorate (DIGIT.C) provides Information Systems Hosting services, including:

- Support services and advice for defining the information system architecture;
- Information systems hosting services of several technologies in a multi-tier environment.
With regard to this service, the following sections will provide details on:
 - **IS Hosting Service Architectures (examples);**
 - **IS Hosting Service Elements;**
 - **Other Services Supporting the IS Hosting Services (Services Structure);**
 - **IS Hosting Service Attributes.**

IS Hosting Service Architectures (examples)

The IS hosting service architecture is a combination of several hosting service elements. This assembly caters for a specific information system hosting need and depends on the software architecture of the hosted information system. Typically, information systems, and especially, enterprise applications, can be decomposed in several abstract categories usually called tiers.

Tier	Description
Presentation tier	Groups the hosting service elements which provide features to clients, most likely via web technology.
Application tier	Groups the hosting service elements which implement the business logic of an application.
Database tier	Groups the hosting service elements responsible for saving, consulting and retrieving data.

The above grouping organises the different hosting service elements in a chain of providers and consumers, e.g. the application tier provides services to the presentation tier and consumes services from the database tier.

This part of the document presents several examples of typical hosting service architectures which combine the service elements listed in appendix. The actual realisation and complexity of these architectures will vary depending on the options taken within the specific service elements. This section operates at a high level of abstraction and does not aim at providing a

comprehensive list of hosting service architectures. The main goal is to demonstrate that the number of architectural tiers applied depends on the specific IS hosting need.

The starting point for the hosting service architectures is one of the four business needs described previously. For each of them, the envisaged hosting service architecture is depicted in the drawings presented in the next sections. The architectural tiers listed in the table above will be represented, instead of the hosting service elements. The drawings show the number of architectural tiers applied and the relationship between them.

DIGIT.C can provide support for defining the right IS hosting architecture. The customer's specific requirements will determine the configuration of the architecture and the subsequent detailed design phase.

Business data processing application / Multi-tier enterprise application

IS Hosting Need	<i>Business data processing application/ Multi-tier enterprise application</i>
Architecture Diagram	<pre> graph LR subgraph Client WB[Web Browser] DC[Desktop Client] end subgraph Hosted_IS [Hosted IS] PT[Presentation Tier (Application GUI)] AT[Application Tier (Typically with service elements like search, BODI (=ETL) etc.)] DT[Database Tier] PT <--> AT AT <--> DT end WB <--> PT DC <--> AT </pre>
Architecture Elements	<p>With Web Client (a.k.a. Dynamic Website with Business Logic):</p> <ul style="list-style-type: none"> • Web Browser displays the application's user interface

	<p>via HTTP requests;</p> <ul style="list-style-type: none">• The application tier is used for data processing according to the specific business logic;• The application tier uses the "create, retrieve, update and delete" services provided by the database tier where data is saved. <p>With Desktop Client (a.k.a. client /server architecture):</p> <ul style="list-style-type: none">• Desktop client connects directly to the application tier. The Desktop client may or may not have its own business logic;• The application tier uses the "create, retrieve, update and delete" service provided by the database tier where data is saved. <p>Web browser clients and desktop clients may co-exist.</p>
--	--

Dynamic Website / Two-tier enterprise web application

IS Hosting Need	<i>Dynamic Website / Two-tier enterprise web application</i>
Architecture Diagram	<pre> graph LR subgraph Client WB[Web Browser] end subgraph Hosted_IS [Hosted IS] PT[Presentation Tier (Scripting language)] DT[Database Tier] PT <--> DT end WB <--> PT </pre>
Architecture Elements	<ul style="list-style-type: none"> • The client's web browser requests and displays HTML pages via the HTTP protocol of communication; • The presentation tier provides the generated HTML page to the client, typically using a server-scripting environment; • The presentation tier uses the "create, retrieve, update and delete" service provided by the database tier where data is saved.

Static Website / Single-tier enterprise web application

IS Hosting Need	<i>(Static Website)/ Single-tier enterprise web application</i>
-----------------	---

Architecture Diagram	<pre> graph LR subgraph Client WB[Web Browser] end subgraph Hosted_IS [Hosted IS] PT[Presentation Tier (Static HTML)] end WB --> PT PT --> WB </pre> <p>The diagram illustrates a two-tier architecture. On the left, a box labeled 'Web Browser' is part of a larger 'Client' container. On the right, a box labeled 'Presentation Tier (Static HTML)' is enclosed within a dashed-line container labeled 'Hosted IS'. Two horizontal arrows connect the 'Web Browser' and the 'Presentation Tier', indicating bidirectional communication.</p>
Architecture Elements	<ul style="list-style-type: none"> • The client's web browser requests and displays HTML pages via the HTTP protocol of communication; • The presentation tier provides the static HTML page to the client.

***Interfacing application* / Enterprise application oriented to service other applications**

IS Hosting Need	<i>(Interfacing application)/</i> Enterprise application oriented to service other applications
Architecture Diagram	<pre> graph LR subgraph Hosted_IS [Hosted IS] direction TB AT[Application Tier (Exposes services to other internal or external IS)] DT[Database Tier] AT <--> DT end CS[Client Inf. System] <--> AT AS[Client Inf. System] <--> AT </pre> <p>The diagram illustrates the architecture of an interfacing application. It features a central 'Hosted IS' (Interfacing System) represented by a dashed box. Inside this box, there are two main components: an 'Application Tier' and a 'Database Tier'. The 'Application Tier' is described as 'Exposes services to other internal or external IS'. It is connected to the 'Database Tier' via a bidirectional arrow. Outside the 'Hosted IS' box, there are two 'Client Inf. System' boxes. Each client system is connected to the 'Application Tier' of the 'Hosted IS' via a bidirectional arrow, indicating that the application tier serves as an intermediary between the clients and the database.</p>
Architecture Elements	<ul style="list-style-type: none"> • The application tier exposes services to other internal or external information systems. It receives electronic requests, processes them and then passes the result to the requestor information system; • The application tier is used for data processing purposes such as messages validation, transformation, data enrichment, amongst other services; • The application tier uses the "create, retrieve, update and delete" service provided by the database tier where data is saved.

IS Hosting Service Elements

For each tier used within IS hosting service architecture, different service elements can be envisaged to perform the role of the specific tier.

Below is presented a list of the service elements currently supported, in each tier, by DIGIT.C:

- **Presentation Tier:** Webservers, WebLogic Server (web container);
- **Application Tier:** ColdFusion, IDOL Search, Business Objects Web Intelligence, WebLogic Server, Oracle Application Server, Business Objects Data Integrator, Geographic Information System, Windows hosting, Monitoring and Reporting, Open Source Service;
- **Database Tier:** Oracle, SQL Server.

The final choice of the service elements is fully dependent upon the specific requirements of the hosting need. More details upon the service elements can be found within appendix.

Other Services Supporting the IS Hosting Services (Services Structure)

While the hosting service elements are the core of an IS hosting solution, other supporting services are needed to reach a global IS hosting solution. These service elements will allow DIGIT.C to manage and operate the IS hosting services.

The following service layers can be distinguished:

- **Corporate User Proximity service elements**

These services enable a strong and direct relation with the end-users. Some examples are mobile telephony services, electronic message handling services, videoconference services, telephone answering services, etc.

- **Processing & Storage service elements**

The ability to store and process data of the hosted Information Systems. Some examples are provided: the usage of servers, operating systems, the backup and restore of data, etc.

- **Networking service elements**

The provisioning of a secure, reliable and high performance corporate networking for both internal and external communication. This allows users to connect with hosted Information Systems both internally (within the Commission's network) and externally (outside). Some examples are provided: wireless connectivity, direct internet access, etc.

- **Infrastructure Computer Room service elements**

The provisioning of the underlying information technology infrastructure to host Information Systems. Some examples are provided: facilities, power, cooling, building, etc.

Also essential for the global IS hosting solution is **the provisioning of processes and tools** to manage the information technology infrastructure, development, and operations. Some examples are provided: change management, incident management, configuration management, etc.³³

IS Hosting Service Attributes

The decision concerning which IS hosting architecture will fit most the business need of a customer is also dependent upon the requirements a customer has with regards to specific system attributes. These attributes influence the dimensioning and configuration of the different service elements within the hosting architecture.

If a customer has set high demands with regards to these attributes, it will be likely that the hosting architecture is more expensive and complex due to extra components or solid type of servers that will be needed.

The system attributes fall into five categories:

- **Availability**
- **Scalability**
- **Security**
- **Disaster recovery**
- **Data protection.**

Availability

Concept

The availability attribute ensures that the service elements can perform their function during the agreed timeframe. High availability implies that services are continuously available to customers, with little downtime and swift service recovery. Availability of a service depends on several elements which are mainly: the complexity of the IT infrastructure components, the reliability of the components and the ability to respond quickly to faults.

Description

The level of availability the customer requires depends upon three major elements. The first element is the period during which the information system will be used, e.g. only during the week or 24/7. The second element is the type of environment concerned. The third element is the planned downtime.

A customer may request different types of environments. Below is a non-exhaustive list of environments provided by DIGIT.C. Typically a customer will use a subset of these.

(1) Development

³³ DIGIT is implementing the Information Technology Infrastructure Library (ITIL) process framework.

(2) Test

(3) Maintenance

(4) Stress-test (testing the stability of a system through a virtual simulation of a heavily loaded production environment)

(5) Acceptance

(6) Training

(7) Production

The number of environments is usually linked to the in-house or external development of the information system. A minimum number of environments are usually required in both cases.

The standard levels of availability are defined in the IS Hosting SLA.

The type of environments and availability levels will have an impact upon the sizing and the architecture of the several service elements.

In order to reach the service level commitments or even to increase high availability and disaster recovery ability, the customer can choose three different technical solutions offered by DIGIT. These technical solutions are each related to a specific type of application:

- **Infrastructure (OS) Level Clustering** (a technique to ensure that if one server fails, another server is available to ensure continuity, this solution is standard for production and training environment);
- **Load Balancing** (a technique to spread workload between servers, processes, hard disks or other infrastructure resources, it allows a service to continue even in the face of server downtime due to server failure or server maintenance);
- **Application Level Clustering** (a method of connecting multiple application servers in such a way that they behave like a single system).

The availability of the hosted information system increases when using one, or several, of these solutions. It may therefore mean additional investments in infrastructure and the resources to maintain those.

Scalability

Concept

Scalability refers to how well an information system can adapt to increased demands of services. There are two classical strategies to achieve the scalability of an information system:

- (8) Vertical Scalability Strategy**, which means adding additional processing power to an exiting server system, i.e. swapping the configuration of the server.
- (9) Horizontal Scalability Strategy**, which means adding additional run-time server instances to host the information system. Another way of realizing horizontal scalability is via Load Balancing, which allows server systems to redirect a request to one of several servers based on a load balancing algorithm. The same can also be achieved via Application Level Clustering, which allows turning multiple application servers into a group of servers that acts like a single system. In order to benefit from this technique, applications must be “cluster able”.

Description

The need for a certain server configuration (amount of disks, memory and processing units used) is dependent upon the requirement the customer sets with regards to:

- (10) The time it takes to process a transaction;
- (11) The amount of users or instances that simultaneously can use the information system.

DIGIT is offering the hosting service on the basis of virtualised servers. Virtualisation means to create a virtual version of a device or resource (such as server, storage device, and network) where resources are divided into one or more execution environments. Devices, applications and human users are then able to interact with the virtual resource as if it were a physical/logical resource.

Virtualised servers allow more efficient usage of the infrastructure resources through, for example, consolidation of the workload and processing demands.

The virtualisation of the server environment enables DIGIT to easily adapt configurations to meet the potentially changing demands of customers.

Security and data protection

Concept

The fundamental goals of information system security are to ensure that:

- **Data and the available services are protected from unauthorised access**, i.e. confidentiality and are delivered without being compromised i.e. integrity;
- **User or remote identities are true** i.e. authentication, and have the right access to data and services, i.e. authorisation;
- **Actions cannot be denied** by the user or the system i.e. non-repudiation.

Data protection aims to prevent an individual's personal information from passing from an information system (where the information legitimately resides) to other systems without the consent of the individual.

Description

Commission Decision C(2006)3602 and its implementation rules provides the framework for IT security of the information systems used by the services of the European Commission.

On this basis, DIGIT has defined a "General Information Security Policy". Specific areas of information are addressed in "Topic-Specific Information Security Policies". Both DIGIT's General Information security policy as well as the structure of the Topic-Specific Information Security Policies has been approved.

The Regulation (EC) 45/2001 aims to protect personal data within European Union (EU) institutions and bodies. It defines rules to ensure a high level of protection for personal data processed by the Community institutions and bodies and to establish an independent supervisory body to monitor the application of the regulation.

Both of these regulations must be taken into account when designing and delivering the hosting solution.

The table below depicts the major roles of the customer and DIGIT with regards to security and data protection.

Party	Security	Data protection
Customer	<ul style="list-style-type: none"> • Act as local informatics security officer (LISO); • Responsible for the execution of the security policy for information systems that are under their responsibility; • Specify the security needs; • Manage the security plan; • Draw up, implement and develop the relevant measures for their information systems in accordance with their security requirements (one may delegate all or part of the implementation and management of the security plan to DIGIT, a SLA needs to be drawn between the customer and DIGIT). 	<ul style="list-style-type: none"> • Act as data controller; • Engage to fulfil all obligations which are foreseen in the reglementation (EC) 45/2001), in particular, to ensure the legitimacy of the processing and the quality of data; • Inform persons upon their rights to consult and to manipulate data which is at their disposal; • Provide clear instructions to DIGIT concerning the processing of data.
DIGIT	<ul style="list-style-type: none"> • Act as local informatics security officer (LISO); • Responsible for the security management of the resources they provide; • Set up and maintain an IT infrastructure, including a methodology and dedicated resources for the development of information systems, in accordance with the information systems security policy; • Put in place contingency and back-up plans for IT resources managed by them. 	<ul style="list-style-type: none"> • Act as data processor; • Implementing all technical and organisational means to put in place the needed security measurements in order to protect the personal data against accidental or intended destruction or loss of data, non-authorised access, etc

In this context, the reader should also consult the appendix for a more detailed overview of the parties involved and their roles. It contains a table with the identification of the different parties and their responsibilities for the security (cf. Commission decision C(2006)3602) and for data protection obligations (cf. EC 45/2001).

Disaster Recovery

Concept

Disaster recovery services will ensure a continuity of business operations in case part or the entire IT infrastructure is out of business due to a disaster.

Description

A customer may need its business and its supporting information systems to run continuously. However the level of continuity offered is not equal for every supporting information system. The European Commission has classified a number of information systems according to three categories:

- **Critical,**
- **Essential,**
- **Necessary.**

Information systems not classified fall into the unclassified category. In the Commission's communication SEC(2006)898 and 899 concerning business continuity management a definition of the three categories is presented.

The decision on the class of the information system is a corporate Commission decision, but the customer may suggest a class in the information system's vision document.

The Commission decision SEC(2006)898 and SEC(2006)899 define the following standard Recovery Time Objectives with regards to disaster recovery:

Recovery Time Objectives	Coverage window	Service Level Commitment
Return to Normal operations (RTO)	24x7	<ul style="list-style-type: none"> • ≤48 hours for critical IS • =1 week for essential IS • > 1 week for necessary IS <p>according to SEC (2006)899</p> <ul style="list-style-type: none"> • Best effort for unclassified IS
Data Loss (RPO) for Disasters without impact on the integrity of data (Loss of cooling, loss of	24x7	Maximum loss of a time span of 1 hour (applicable to critical, essential and necessary IS)

computer room, flood, hurricane, etc.)		
Data Loss (RPO) for Disasters impacting data integrity (data corruption, cyber attack, lightning strike)	24x7	Maximum loss of a time span of 1 day (applicable to critical, essential and necessary IS)

It is important for the customer to develop a fallback plan for the period when services are down.

IS HOSTING SERVICES REQUEST

In line with the IT governance structure within the Commission, DGs should include initial requests for hosting information systems in the Data Centre in their annual "*Schema Directeur*" exercise.

After having obtained an approved vision document which describes the business context, the business application and the envisaged technical solution, a subsequent detailed request for IS hosting is introduced under the form of an RFC³⁴.

In all cases the requests for IS hosting (new IS or modification of an already hosted IS) follow the change management process and lead as such to an implementation of IS hosting services.

In specific cases (e.g. when customer requirements are more complex in terms of service elements and/or system attributes required), a hosting proposal is developed by DIGIT.C.

This hosting proposal is always established according to Commission IS hosting standards. It contains the proposed technical hosting solution, the service level components and the estimated costs for the delivery of the required services (in particular for policy related initiatives).

In order to develop the hosting proposal, different departments within DIGIT.C are consulted, such as the administrative and financial coordination team, the customer relationship management team, and the architecture team.

In parallel with the hosting proposal, a draft service level agreement (SLA) is prepared. The content of the SLA is discussed in more detail further in this document. Both documents follow an iterative process of review and update by the customer and DIGIT.C.

When both parties have approved the two documents, DIGIT.R sets up the "Memorandum of Understanding" (MoU) which is signed by both parties involved. This is considered the final contract. The MoU contains the lifespan of the engagement, an overview of the budgetary resources and both the service level agreement (SLA) and the hosting proposal (HP) as appendices.

After signing the MoU, the financial contribution by the customer is needed in exchange of the requested service or set of services.

An RFC which will follow the change management process is created in order to implement the IS hosting service.

The process for hosting requests related to administrative initiatives or corporate information systems is simplified. The main difference with the previous flow is that no MoU is signed and no charging is carried out. A simplified version of the hosting proposal (HP) is created

³⁴ Request For Change

and the request will immediately follow the change management process. It should be noted that a Service Level Agreement (SLA) is still created on request.

SERVICE LEVEL AGREEMENT (SLA)

The Service Level Agreement (SLA) is a written agreement between DIGIT and the customer, defining the specific terms and conditions for operating a particular service, including: its scope, terms of service, management of agreement, service standards, performance metrics & KPIs and general issues such as warranties, liabilities and confidentiality.

The SLA is a tool servicing both DIGIT and the customer to agree on the quality of the service to be provided and how to manage any conflicts arising.

About 80% of the content of the service level components is possible to be guaranteed before the development stage, such as the services offered in case of a disaster and the availability of the infrastructure on which the application is hosted. The other 20% of the service level components are to be defined after implementation, stress testing and close monitoring, e.g. time taken to process a transaction within the application.

Therefore, once the information system infrastructure has been developed and is available in production and if the SLA specifies performance KPIs, a defined period of about two to three months is initiated with close end-to-end monitoring of the system. During this period final information is gathered on those missing service level components.

This allows for an updated version of the service level agreement.

It is important to notice that the SLA is a document which is not only created in liaison towards a specific hosting proposal. To all customers for which IS Hosting Services are provided, an SLA is applicable. If DIGIT provides the customer with other services besides hosting it may be advisable to create one SLA covering all services.

FINAL REMARKS

As IT technologies and information systems are subject to rapid change, one can only make a snapshot of the situation as it is today.

This document attempts to separate the rapidly evolving parameters of information system hosting, such as the hosting service elements, from the more stable components such as the service architecture diagrams and its attributes. However, it is important to understand that this document will evolve over time and should be updated frequently.

ANNEX 1 – APPENDIX

Hosting Service, service elements table

Service Elements	Description	Tier
Oracle	A service to provide support in hosting databases on the Oracle RDBMS (Relational Database Management System), used on Solaris platform.	Database Tier
ColdFusion	A service to provide support in hosting Information Systems based on the ColdFusion application server, allowing the creation of Internet applications, in particular dynamic Web sites.	Application Tier
IDOL Search	A service to provide support on the Search facility offered by the IDOL search engine used on Europa, Intracomm and in applications requiring search capabilities	Application Tier
Business Objects Web Intelligence (BOXI)	A service to provide support for the hosting of Information Systems using a Web-based query-and-analysis tool, providing an easy to use interface with powerful features built on the Business Objects Enterprise Business Intelligence platform.	Application Tier
Webservers (WEB)	A service to provide support for HTTP servers. This comprises the tools to upload web pages on a staging environment and to trigger their transfer into production.	Presentation Tier
WebLogic Server	A service to provide support in hosting Information Systems based on an application server infrastructure using Oracle WebLogic family products and middleware platform.	Presentation Tier and Application Tier
Oracle Application Server	A service to provide support in hosting Information Systems based on an application server infrastructure using Oracle AS family products and middleware platform..	Application Tier
Business Objects Data Integrator (BODI)	A service to provide support in hosting Information Systems requiring a scalable enterprise-level data integration platform for exploring, extracting, transforming, and delivering data.	Application Tier
Geographic Information System (GIS)	A service to provide support in hosting Information Systems based on a platform for integrating, storing, editing, analyzing, sharing and displaying geographically-referenced information.	Application Tier
SQL Server	A service to provide support in hosting databases on the SQL server RDBMS (Relational Database Management System), used on Windows platform.	Database Tier

Service Elements	Description	Tier
Windows Hosting	A service to provide support in hosting Information Systems based on Windows server products like BizTalk	Application Tier
Monitoring and Reporting	<p>A service offered to:</p> <ul style="list-style-type: none"> • Monitor the availability of Information Systems and to alert the relevant technical teams in case of failures. • Construct reports to be provided to the DIGIT customers regarding this availability. 	Application Tier
Open Source Service (OSS)	A service to provide support in hosting Information Systems based on an Open Source infrastructure stack (LAMP or LAMT)	Application Tier

Identification of the different parties for the security

(Commission Decision C(2006)3602) and for data protection obligations (EC45/2001)

The Commission decision C(2006)3602 defines specific roles and their responsibilities. The following table is to be filled in by the client and DIGIT.C to clearly identify the parties or persons that will fulfil these roles.

Role	Party	Name	Main tasks (see C(2006)3602 for details)
System owner	Customer		Specify security needs
Data owner	Customer		Ensure the consistency and validity of information; define security needs of the data. Inform the System owner.
System Security officer (SSO)	Customer		Report to the system owner on all security matters.
Project Leaders	Customer		Responsible for the installation and hand-over of information to the system owner.
System supplier	Customer		Construct and ensure the maintenance of the information

			system
System manager	Customer		Manage the information system
IT service providers	DIGIT.C		Provide and manage IT resources (communication network, equipment and software)
Local information resource manager (IRM)	Customer		Provide IT resources in his DG.
Security Directorate	HR/DS		Ensure that the security plan comply with the information system security policy.
Local informatics security officer (LISO)	Customer		Contribute and oversee the development of the information system security policy within his DG
Local informatics security officer (LISO)	DIGIT		Contribute and oversee the development of the informatics security policy within DIGIT
Data Controller	Customer		Write notification to DPO
Data processor	DIGIT.C		Process data for the system owner.

ANNEX 2 – GLOSSARY

Application:

A program designed to perform a specific function directly for the user or, in some cases, for another application program. An application can be generic (off-the-shelf) or more commonly in the Commission, a tailored system development program. It is typically aimed at and designed for the end-user. By contrast, Information Systems infrastructure includes systems software. These are lower-level programs that interact with the computer at a very basic level. This includes operating systems, file management tools, compilers, and utilities for managing computer resources.

Application deployment:

The process whereby software is installed into an operational environment.

Application server:

A basic application server contains the user's business logic while accessing and optimizing the performance of business applications providing resource utilization of external resources, such as Internet services and end-user applications.

Business continuity:

The process for anticipating incidents which may affect critical business functions and processes and ensuring that the organization is capable of responding to such incidents in a planned and rehearsed manner. A business continuity plan has been set up by DIGIT which states the critical systems within the European Commission and the operational procedures to follow in case of a sudden impact crisis or a predictable crisis.

Business Objects Data Integrator (BODI):

Process to explore, extract, transform, and deliver data in an ETL fashion.

Capacity management:

The process responsible for ensuring that the capacity of IT services and the IT Infrastructure is able to deliver agreed service level targets in a cost-effective and timely manner.

Change management:

The process responsible for controlling the lifecycle of all changes to applications, infrastructure or the broader IT environment

Common services:

These are the essential services that are necessary to effectively perform day-to-day operational activities and are classified as fixed operational costs. These are services that cannot be eliminated without adversely affecting the functioning of the organization. (e.g. mail, network)

Configuration management:

The process of planning for, identifying, controlling and verifying the Configurations Items (CIs) within a service, recording their status and, in support of Change Management, assessing the potential IT impact of changing those items.

Continuity management:

The business process responsible for managing risks that could seriously impact the continuity of business operations.

Incident:

An incident is any event which is not part of the standard operation of a service and which causes, or may cause an interruption to, or a reduction in the quality of that service.

Incident management:

The process responsible for management the lifecycle of all incidents.

Information system:

The set of materials, methods, procedures and people organised in order to accomplish the treatment of information. (As described in C(2006)3602).

Information system infrastructure:

An integrated set of components supporting the collection, storage, processing, and communication of information.

Infrastructure:

The basic facilities, services, and installations needed for the functioning of a service or division.

Key Performance Indicator (KPI):

Metrics used to define and measure progress towards an agreed goal.

Operating system (OS):

An operating system is the software component of an Information System that is responsible for the management and coordination of activities and the sharing of the resources of the infrastructure. Operating systems are necessary in order to run applications on a server.

Performance management:

The process responsible for day-to-day management activities related to the performance of the IT environment. This includes monitoring, threshold detection, performance analysis and tuning and implementing changes related to performance and capacity.

Problem management:

The process responsible for managing the lifecycle of all problems. The primary objectives of problem management are to prevent incidents from happening, and to minimise the impact of incidents that cannot be prevented.

Server:

A server can be defined as an individual computer on a LAN (Local Area Network), acting as a service or resource provider to client computers, by sharing the resources within the network infrastructure.

Service desk:

The single point of contact between the service provider and the users. A typical service desk manages incidents and service requests, and also handles communication with the users.

Service request:

A service request is a request from a user for support, delivery, information, advice or documentation which does not involve a failure in the IT infrastructure.

Specific services:

These are usually application-specific services that the client requires on an individual basis to support a particular business function they are responsible for. Such services are billed only to those customers who have subscribed to them.

Web server:

An application that provides services to access the Internet, intranet, or extranet. It hosts websites, provides support for HTTP and other protocols, and executes server-side programs (such as CGI scripts or servlets) that perform certain functions.

ANNEX 15: GENERAL TERMS AND CONDITIONS FOR INFORMATION TECHNOLOGIES CONTRACTS

The General Terms and Conditions for Information Technologies Contracts of the Commission are available at:

http://ec.europa.eu/dgs/informatics/procurement/useful_documents/doc/iii_gtc_v2_1_29_03_2006.pdf

ANNEX 16: ORDER FORMS FOR THE ILLUSTRATIVE ASSIGNMENTS


EUROPEAN
COMMISSION

ILLUSTRATIVE ASSIGNMENT 1 – REQUEST FORM 12

**(Quoted Time and Means – extra-muros)
Under Framework Contract N°
between the Commission and**

To	Contractor: XXX		Phone n°: yyy FAX n°: zzz e-mail: ...@....com
Order Form ID	No 12		
Designation of service requested	Linking EU ETS with XL ETS		
Specific Tasks:	See attached annex		
Estimated expertise requirement <i>(estimated types of profiles)</i>	Project Manager (PM) – key staff		
	Senior Analyst (SA) – key staff		
	User requirements analyst (URA)		
	Senior Architect (SAR) – key staff		
	Architect (AR)		
	User Interface Designer (UID)		
	Senior Analyst-Programmer (SAP) – key staff		
	Analyst-Programmer (AP) – key staff		
	Security Architect – Senior Forensic Expert (SAF)		
	Security Expert – Confirmed Forensic Expert (SEF)		
	Programmer (PR)		
	Technical Writer (TW)		
	Test Coordinator (TC) – key staff		
	Tester (TE)		
Required start date:	Upon signature of the Specific Contract		
Duration	182 days		
Place of work	Outside Commission premises (extra-muros)		
Place of delivery	Brussels		
		Y/N date: (dd/mm/yy)
		Offer date : (dd/mm/yy)
From	DG:CLIMA. B1	Phone n°:	
	Contact person:	e-mail:	
	Signature:	Date:	

This Order Form does not constitute any firm order until such time as a contractual document, signed by the Commission, has been received by the Contractor.

Man-days = 1 working day for 1 expert (remuneration must be payable to the Contractor only in respect of services actually rendered)

Thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (quote) in accordance with the provisions of the contract, before the date specified in the request.

**Annex: SPECIFIC TECHNICAL SPECIFICATIONS FOR ILLUSTRATIVE
ASSIGNMENT 1**

TO SPECIFIC CONTRACT ENV/CLIMA.B.1/xxx/2012/xxxx (Order Form 12)

1. CONTEXT AND GENERAL INFORMATION

The European Union and Xland (XL) announced their intentions to link their Emission Trading Schemes 6 months ago.

The relevant EU legislation was changed via amendments to the Registry Regulation last month. These amendments were adopted by the EU Member States in the Climate Change Committee. During a scrutiny period of three months that started after the adoption, the European Parliament and the Council (at the level of the respective ministers of the EU Member States) will have the possibility to change or block the adopted changes. However, given the fact that the amendments were accepted by unanimity in the Climate Change Committee, the Commission has very high expectations that the changes to the legislation will be enforced within a period of four months from today.

The relevant legislation of Xland is already adopted.

According to the new amendments to the Registry Regulation ETS of Xland (XL ETS) will be linked to the EU ETS. However, this does not mean that XL ETS would join the EU ETS and the Union Registry. This means that the Union Registry would continue operating with its 30 Member States. The XL ETS will be only connected to the ETS. The two systems are not the same but should be technically compatible.

From technical point of view the Union Registry should be able to exchange information online with the ETS Registry of Xland regarding the transactions carried out with allowances between the two registries. The EUTL and the Xland Transaction Log (XLTL) should also have a direct online connection in order to verify the correctness of the transaction data at any time.

The installation operators and all other entities that have opened accounts either in the Union Registry and or XL Registry should be able to initiate transactions between their accounts in either of the registries.

The EU allowances and the XL allowances according to the legislation are inter-exchangeable. They can be used to meet both EU ETS and XL ETS compliance requirements for surrendering against verified emissions.

No common auctioning would be allowed between EU ETS and XL ETS.

The key new functionalities of the software actor are:

- Linking the systems of the EU ETS and XL ETS, including the possibility of making transactions between the accounts in the two systems;
- Inter-exchangeability of the allowances under EU ETS and XL ETS.

- Linking the compliance data of the EU ETS and XL ETS in terms of allocation tables, verified emissions, surrendering;
- Ensuring the security of the EU ETS following the linking in line with state-of-art for the financial sector.

2. SUBJECT OF THE SERVICE

The Contractor must provide experts to make the analysis, design the architecture, develop the software application and perform the necessary tests for the key new software functionalities as follows:

- Linking the systems of the EU ETS and XL ETS, including the possibility of making transactions between the accounts in the two systems;
- Inter-exchangeability of the allowances under EU ETS and XL ETS.
- Linking the compliance data of the EU ETS and XL ETS in terms of allocation tables, verified emissions, surrendering;
- Ensuring the security of the EU ETS following the linking in line with state-of-art for the financial sector.

3. DESCRIPTION OF THE TASKS

The following main services must be provided by the Contractor under the Order for Quoted Time and Means (extra-muros experts):

1. Analysis of the user and functional requirements in view of the changed legislation, including new security measures.
2. Analysis and design of new or adaptations to existing functionalities and security measures in the Union Registry, and implementation of these requirements.
3. Analysis of the impact on the EUTL as a result of changes to or new features of the Union Registry. This includes adaptations of the EUTL so it is able to function within the structure of the United Nations International Transaction Log (ITL).
4. Drafting of technical specifications; elaboration of detailed architectural design of the new functionalities and definition of security measures in the Union Registry and EUTL;
5. Development of the functionality and implementation of security features of the Union Registry and the EUTL described above, including deployment of the software in the hosting environment.
6. Testing of the functionality and security features of the Union Registry and the EUTL including preparation of the corresponding testing-plans, implementation of integration testing, and factory acceptance testing.

Note that in addition to the testing planned by the Contractor, the software must undertake two sessions of testing (performance and security) in the Commission's premises. Two weeks of contingency must be included in the plan between those two sessions. If a session is not successfully passed, the Contractor receives a testing report and must deliver a new version of the software responding to the reported issues. The new software version is then re-submitted to performance and security testing sessions.

4. ESTIMATED EXPERTISE REQUIREMENT

For the purpose of the illustrative assignment the Contractor must present its offer in accordance with the following estimations for the tasks under to be implemented by extra-muros experts:

- Analysis of the requirements (task 1 above) : 40 man-days
- Analysis & Design of the Union Registry and EUTL (task 2 & 3 above): 60 man-days (out of which 10 man-days for the gap analysis of the EUTL)
- Technical specifications of the functions (new or adaptations) (task 4 above) : 60 man-days (out of which 20 man-days for the EUTL)
- Implementation of the functions (new or adaptations) (task 5 above) : 120 man-days (out of which 45 man-days for the EUTL)
- Testing of the functionality and security features of the software (task 6 above) : 60 man-days (out of which 20 man-days for the EUTL)

5. MEETINGS AND REPORTING

The Contractor must start working immediately after the signature of this Specific Contract.

For the duration of this Specific Contract the Contractor must ensure that a stable service is maintained as required for the proper, quality implementation of the Specific Contracts.

Every month the Contractor must submit an activity report. Following this report, upon request from either the Commission or the Contractor a management meeting at the Commission's premises may be organised.

For this Specific Contract the Contractor must provide to the Commission an interim progress report documenting the formal submission of the new version of the software which should include all new functionalities as required by the Order Form from the Commission.

The Commission will have 45 calendar days from receipt to approve or reject the interim progress report, and the Contractor will have 30 calendar days in which to submit additional information or a new progress report.

At the end of the Specific Contract a final progress report must be presented from the Contractor to the Commission.

The Commission will have 45 calendar days from receipt to approve or reject the final progress report, and the Contractor will have 30 days in which to submit additional information or a new final progress report. The approval of the final report by the Commission will be considered as provisional acceptance.

The Commission shall issue its final acceptance for a specific contract within 90 calendar days from the day following the day it issued its provisional acceptance.

The final acceptance shall be issued when the Commission is able to confirm that all deliverables are of the requisite quality and conform fully to the requirements of the specific contract and the Framework Contract.

In case the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract, the provisions of the Framework Contract will apply. See Part 2, point 5.1 of the Tender Specifications.

All reports must be written in clear, good quality English. All reports must be provided in electronic form with MS-WORD within the deadline stated in each Specific Contract. The Contractor will use the version of MS-Office available at the Commission at the time of the delivery (presently, the Commission is using MS-Office 2003 but intends to use MS-Office 2010 soon) or compatible software.

Reports must be concise, focusing on main messages and avoiding long sentences, redundant text, and repetition. Reports must use effective lay-out and style to enable the easy absorption of information. The quality should be suitable for publication.

6. TIME SCHEDULE AND CONTRACT DURATION

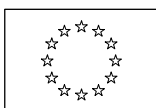
The overall duration of the specific contract is 182 calendar days from the date of the signature of the last party.

7. BUDGET

This is a Specific Contract for Quoted Time and Means for the experts working outside the Commission premises (extra-muros). The individual prices of the proposed experts for each category of staff for this Specific Contract are the same as the price indicated in the Financial Offer of the Contractor for the Framework Contract for extra-muros experts.

8. PLACE

Outside the Commission premises.



EUROPEAN
COMMISSION

ILLUSTRATIVE ASSIGNMENT 2 – REQUEST FORM 13

(Time and Means – intra-muros)
Under Framework Contract N°
between the Commission and

To	Contractor: XXX		Phone n°: yyy FAX n°: zzz e-mail: ...@....com
Order Form ID	No 13		
Designation of service requested	Linking EU ETS with XL ETS – testing		
Specific Tasks:	See attached annex		
Estimated expertise requirement <i>(estimated number of experts and estimated number of man-days. Per expert)</i>	Tester (TE) – 30 man-days		
Required start date:	5 working days after notification from the Commission		
Duration	50 calendar days		
Place of work	Inside Commission premises (intra-muros)		
Place of delivery	Brussels		
		Y/N date: (dd/mm/yy)
		Offer date : (dd/mm/yy)
From	DG:CLIMA. B1	Phone n°:	
	Contact person:	e-mail:	
	Signature:	Date:	

This Order Form does not constitute any firm order until such time as a contractual document, signed by the Commission, has been received by the Contractor.

Man-days = 1 working day for 1 expert (remuneration must be payable to the Contractor only in respect of services actually rendered and upon presentation of time sheets for each expert)

Thank you in advance for responding rapidly to this request by submitting at your earliest convenience a proposal (quote) in accordance with the provisions of the contract, before the date specified in the request.

Annex: Specific Technical Specifications

**Annex: SPECIFIC TECHNICAL SPECIFICATIONS FOR ILLUSTRATIVE
ASSIGNMENT 2**

TO SPECIFIC CONTRACT ENV/CLIMA.B.1/xxx/2012/xxxx (Order Form 13)

1. CONTEXT AND GENERAL INFORMATION

The European Union and Xland (XL) announced their intentions to link their Emission Trading Schemes 6 months ago.

The relevant EU legislation was changed via amendments to the Registry Regulation last month. These amendments were adopted by the EU Member States in the Climate Change Committee. During a scrutiny period of three months that started after the adoption, the European Parliament and the Council (at the level of the respective ministers of the EU Member States) will have the possibility to change or block the adopted changes. However, given the fact that the amendments were accepted by unanimity in the Climate Change Committee, the Commission has very high expectations that the changes to the legislation will be enforced within a period of four months from today.

The relevant legislation of Xland is already adopted.

According to the new amendments to the Registry Regulation ETS of Xland (XL ETS) will be linked to the EU ETS. However, this does not mean that XL ETS would join the EU ETS and the Union Registry. This means that the Union Registry would continue operating with its 30 Member States. The XL ETS will be only connected to the ETS. The two systems are not the same but should be technically compatible.

From technical point of view the Union Registry should be able to exchange information online with the ETS Registry of Xland regarding the transactions carried out with allowances between the two registries. The EUTL and the Xland Transaction Log (XLTL) should also have a direct online connection in order to verify the correctness of the transaction data at any time.

The installation operators and all other entities that have opened accounts either in the Union Registry and or XL Registry should be able to initiate transactions between their accounts in either of the registries.

The EU allowances and the XL allowances according to the legislation are inter-exchangeable. They can be used to meet both EU ETS and XL ETS compliance requirements for surrendering against verified emissions.

No common auctioning would be allowed between EU ETS and XL ETS.

The key new functionalities of the software are:

- Linking the systems of the EU ETS and XL ETS, including the possibility of making transactions between the accounts in the two systems;

- Linking the compliance data of the EU ETS and XL ETS in terms of allocation tables, verified emissions, surrendering;
- Ensuring the security of the EU ETS following the linking in line with state-of-art for the financial sector.
- Inter-exchangeability of the allowances under EU ETS and XL ETS.

2. SUBJECT OF THE SERVICE

The Contractor must provide expert(s) to work in the premises of the Commission to carry out the testing of the functionality and security features of the Union Registry and the EUTL including witnessed site acceptance testing together with the staff of the Commission in the Premises of the Commission.

3. DESCRIPTION OF THE TASKS

Under this Order for Time and Means (intra-muros expert) the following main services must be provided by the Contractor:

Testing of the functionality and security of the Union Registry and the EUTL including witnessed site acceptance testing together with the staff of the Commission in the Premises of the Commission.

4. ESTIMATED EXPERTISE REQUIREMENT

Under this Order Form for Time and Means (intra-muros experts) the Contractor must present its offer in accordance with the following estimations for the tasks:

- Testing of the functionality and security features of the software: 30 man-days in the premises of the Commission in Brussels.

5. MEETINGS AND REPORTING

The Contractor must provide the requested expert(s) 5 working days after the notification from the Commission which may happen only after the signature of this Specific Contract and it shall be performed in connection to the Specific Contract under Order Form No12.

For the duration of this Specific Contract the Contractor must ensure that a stable service is maintained as required for the proper, quality implementation of the Specific Contracts.

Upon the end of the assignment under this Specific Contract, the Contractor must submit to the Commission final progress report with the time sheets of the expert(s) that worked for the accomplishment of the assignment within the Commission premises.

The Commission will have 45 calendar days from receipt to approve or reject the final progress report, and the Contractor will have 30 days in which to submit additional information or a new final progress report. The approval of the final report by the Commission will be considered as provisional acceptance.

The Commission shall issue its final acceptance for a specific contract within 90 calendar days from the day following the day it issued its provisional acceptance.

The final acceptance shall be issued when the Commission is able to confirm that all deliverables are of the requisite quality and conform fully to the requirements of the specific contract and the Framework Contract.

In case the deliverables are not of the requisite quality and do not conform fully to the requirements of the specific contract and the Framework Contract, the provisions of the Framework Contract will apply. See Part 2, point 5.1 of the Tender Specifications.

All reports must be written in clear, good quality English. All reports must be provided in electronic form with MS-WORD within the deadline stated in each Specific Contract. The Contractor will use the version of MS-Office available at the Commission at the time of the delivery (presently, the Commission is using MS-Office 2003 but intends to use MS-Office 2010 soon) or compatible software.

Reports must be concise, focusing on main messages and avoiding long sentences, redundant text, and repetition. Reports must use effective lay-out and style to enable the easy absorption of information. Quality should be suitable for publication.

6. TIME SCHEDULE AND CONTRACT DURATION

The overall duration of the specific contract is 50 calendar days, which will start 5 working days after an explicit notification by the Commission.

7. BUDGET

This is a Specific Contract for Time and Means for expert(s) working within the Commission premises (intra-muros). The individual prices of the proposed experts for each category of staff for this Specific Contract are the same as the price indicated in the Financial Offer of the Contractor for the Framework Contract for the intra-muros experts.

8. PLACE

Inside the Commission premises.

ANNEX 17: CHECK LIST

CHECK LIST

	Document / information	Page(s) in offer
1	Administrative information form filled in	
2	Financial offer duly signed	
3	Legal entity and financial identification forms completed and signed	
4	Declaration of the candidate's eligibility regarding exclusion criteria, completed, signed and dated (and supporting evidence, if relevant)	
5	Questionnaire for joint bids and sub-Contracting	
6	Acknowledgement form with candidate's address	
7	Technical bid	
8	Possible annexes	
9	Tenders addressed and labelled correctly (Invitation to tender pages 1-2)	