

Open Call for Tender

for Project Leaders for the establishment of standardized methods and the elaboration of European Standards within the scope of Working Group CEN/TC 275/WG 13 “Process and environmental contaminants” supporting Regulation (EU) 2017/625

Starting date: 2026-10-19

Deadline for tenders: 2026-12-19

I Introduction

I.1 General

4 projects of CEN/TC 275/WG 13 “Process and environmental contaminants” are subject to this call for tender. A detailed overview of the projects is presented in Annex B. These projects require the development and validation of standardized test methods. These methods will form the basis for the drafting of European Standards (EN).

For these projects, project leaders will be contracted to develop, test and validate the method, including an inter-laboratory study and drafting the European Standard.

I.2 Context

The establishment of standardised methods of analysis is of utmost importance to guarantee a uniform application and control of the European legislation in all Member States and to guarantee a high degree of food safety. The primary objective of this project is to establish standardised methods of analysis for process and environmental contaminants. This initiative will ensure a uniform application and control of European legislation across all Member States, guaranteeing a high degree of food safety. This application falls within the framework of Regulation (EU) 2017/625 of the European Parliament and of the Council of 15 March 2017 on official controls and other official activities performed to ensure the application of food and feed law, rules on animal health and welfare, plant health and plant protection products, (Official Controls Regulation) This Regulation provides that sampling and analysis methods used in the context of official controls shall comply with relevant European Union rules or if no such rules exist, with internationally recognised rules or protocols, for example those that the European Committee for Standardisation (CEN) has accepted.

II Objectives

The objective of CEN/TC 275 “Food analysis – Horizontal methods” is the elaboration of standardized methods of analysis for the detection and/or determination of

- additives, residues, biotoxins and contaminants in food,
- nutrients in food and food supplements,
- irradiated foodstuffs,
- food allergens and food substances causing intolerances,
- genetically modified foodstuffs,

The secretariat is held by the German Institute for Standardization (DIN). Currently, 121 European Standards, 15 Technical Specifications and 7 CEN-Technical Reports are adopted by CEN/TC 275.

The elaboration of the elements requested in topic 13 of the call SMP-STAND-2025-ESOS-03-IBA will be realized within CEN/TC 275 and CEN/TC 275/WG 13 (secretariat held by DIN, Germany).

According to SMP-STAND-2025-ESOS-03-IBA, the resulting work program for CEN/TC 275 includes the development of four European Standards.

These standardization deliverables will cover foodstuff under the Regulation (EU) 2017/625.

The projects subject to this call (see Annex B) are allocated to CEN/TC 275/WG 13 “Process and environmental contaminants”.

III Execution

III.1 General tasks of project leaders

The project leader will be responsible for the execution of the project including the development and validation of the test method, which involves the following tasks:

- selection of suitable methods according to the mandated technique, which should be in-house validated. All reagents used in these methods shall be applicable in all Member states with regard to occupational safety and other health and environmental aspects;
- preparation of draft European Standards based on the test methods in cooperation with CEN/TC 275/WG 13 to which the project is allocated to (the draft must be approved by the responsible CEN/TC and WG);
- discussion of the draft standard within CEN/TC 275/WG 13;
- monitoring and coordination of the test method development;
- selection of participants and organization of the inter-laboratory test with approximately 10-16 laboratories, since validated data of at least 8 laboratories is required;
- evaluation and discussion of the results of the inter-laboratory study and final adaptation and full validation of the method;
- presentation and discussion of the results of the test method validation within CEN/TC 275/WG 13 and/or task group;
- evaluation of technical comments given during meetings of responsible CEN/TC 275/WG 13, task group and/or CEN/TC 275 and during the enquiry stage of the draft;
- provide information on the progress to CEN/TC secretariat for the interim and final reports, which will be submitted to the European Commission.

Each inter-laboratory test is foreseen to take 3-6 months, in which 10-16 laboratories are expected to join. The goal of the tests is to obtain results of at least 8 laboratories that show the validity of the test methods elucidated in the standards. In order to do so, the laboratories are provided with samples and asked to run the protocols described in the working drafts.

Such work consists of preparing samples (checked for homogeneity and stability) and the distribution of those within the laboratories for the respective applicability checks, collection of the lab results, statistical analysis and reporting to the WG and at the WG meetings.

III.2 Timeframe

The service contract shall enter into force on the date on which it is signed by the last contracting party. The timeframe for the inter-laboratory study is embedded in the general timeframe for the project, which is in the responsibility of CEN/TC 275/WG 13. The below target dates and timeframe apply.

The European Standards corresponding to the projects subject to this call for tender shall be finalized by 1 September 2030 at the latest. Maximum target dates for the projects are as follows:

For all Projects specified in Annex B:

Step 1: Approval of New Work Item by CEN/TC 275	1 September 2027
Step 2: Circulation of 1st Working Draft (stage 20.60)	1 March 2028
Step 3: Start of validation (inter-laboratory study)	1 April 2028
Step 4: Report on results of validation + interim report on the project	1 September 2028
Step 5: prEN Enquiry Draft (stage code 30.99)	1 March 2029
Step 6: Interim report on the project	1. September 2029
Step 7: FprEN Formal Vote Draft (stage code 45.99)	1 March 2030
Step 8: Final report	1 September 2030

The project leader shall respect the deadlines of the deliverables. If deadlines are not kept, EC is entitled to withhold payment. If documents pass through one or more stages earlier than indicated, the Secretariat of CEN/TC 275 aims to implement subsequent target dates earlier as well. This will involve consultation with the project leader, the project leader is obliged to start the work accordingly earlier. The minimum intervals between target dates will be respected. After activation of the respective deliverable, the target dates specified in the CEN/CENELEC Internal Regulations must also be respected by the project leader (see <https://boss.cen.eu/developingdeliverables/pages/en/pages/>).

IV Financial support

The European Commission and EFTA have decided to provide financial support to the test method development, the test method validation and the standardization work. The financial support from the European Commission and EFTA is based on the SMP 'Single Market Programme Regulation' (including its Financing Decision) and the MGA (Multi or mono beneficiary(ies) Grant Agreement). Unless specified otherwise, costs of external subcontractors are generally funded at 100%, with approx. 95% being borne by EC and 5% by EFTA. Costs have to qualify as eligible as defined in the MGA 101323660 — HARMONY-FOUR-CONT — SMP-STAND-2025-ESOS-03-IBA and also in compliance with EC Financial Regulation, and be justified. The payment is usually divided into several instalments after completion of defined milestones and approval of the interim/final reports and the justification of costs. The subcontractors shall fulfil the conditions of the MGA 101323660 — HARMONY-FOUR-CONT — SMP-STAND-2025-ESOS-03-IBA, including those relating to liability, ownership of results, confidentiality, conflict of interests, publicity, evaluation, assignment, checks and audits.

The subcontractors' costs shall be justified with copies of the relevant invoices. All relevant evidence shall be kept in view of future payments (reports, work, drafts and deliverables, contracts & invoices, time sheets, tickets, boarding cards, hotel invoices, attendance lists with signatures, meeting agendas & reports, invoices for any consumables, purchase orders, etc...).

V Selection criteria

The applicants shall comply with the following requirements:

1. Financial and economic capacity to execute the project
 - Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.
 - Sufficient financial capacity to cover all pre-financing foreseen under the contract.
2. Technical and professional capacity
 - access to a laboratory (preferably ISO/IEC 17025 accredited) including the necessary equipment to effectively carry out the project in the field of chemical analysis of the relevant product group, i.e. analysis of process and environmental contaminants in food;
 - at least 3 years of experience in performing analyses of process and environmental contaminants in food;
 - experience with comparable projects in the development and validation of test methods;
 - sound educational qualifications, and further qualifications / significant experience in the area of analytical techniques for process and environmental contaminants in food (of the relevant personnel involved);
 - experience in European and/or International standardization of the relevant personnel involved;
 - experience in the planning and organization of inter-laboratory tests involving participants from different countries;
 - ability to collate data and results and write comprehensive reports with conclusions and recommendations as required;
 - knowledge of relevant European legislation;
 - communication skills and proficiency in English.

VI Award criteria

The selection of the most suitable candidate will be made on the basis of the following criteria.

- a) Documented experience (maximum **40 points**):
 - experience with comparable projects on the development and validation of test methods;
 - experience in the organisation of inter-laboratory studies;
 - experience in European and/or International standardization work (including validation aspects);
 - experience as project leader for projects in standardization;
 - adequate industrial and academic background;
 - general project management and communication skills including proficiency in English.
- b) Organisation (demonstration of the ability to carry out the project, maximum **30 points**):
 - planning/organisation of the development and validation of test methods;
 - infrastructure (access to a laboratory, equipment, etc.);
 - established analytical quality system;

- ability to submit agreed deliverables at or before specified dates;
- ability to submit detailed cost estimations.

c) Price (maximum **30 points**)

The candidate who will reach the highest scores according to the below formula will be considered as the best value for money offer and hence should be selected to perform the expected activities (unless force majeure).

Score for tender X = (points awarded for documented experience) + (points for organisation) + $30 \left(\frac{\text{cheapest price}}{\text{price of tender X}} \right)$

Scores from 0 to x are possible. Tenders scoring less than 65 % of the overall total points or less than 50 % of the points awarded for a single criterion (criterion a) and b), respectively) will be excluded from the remaining assessment procedure.

VII Eligibility criteria

The following candidates will be excluded:

- Candidates who were the subject of a non-likely judgment of recourse for a professional infringement
- Candidates who are in an irregular tax situation or in an irregular special taxation situation
- Candidates who provide incomplete or erroneous information.
- Candidates who submit their application after the submission deadline.
- Candidates with any conflict of interest.

VIII Tenders

Tenders shall be submitted at the latest by 2026-12-19 exclusively to CfT-HARMONY@din.de.

The tender shall be in English and contain:

- Application form in Annex C;
- Curriculum Vitae of each relevant person participating in the project, demonstrating the necessary expertise for the position as project leader;
- Any required accreditation certificates;
- A schedule and a description of the execution of the tasks which will be carried out in the project as such;
- A table in the format given in Annex A with detailed information on the costs;
- Appropriate documentation to prove the economic and financial capacities;
- Any further documents to prove the qualification required in the above Clauses on Selection and Award criteria;
- A signed declaration (see Annex C), by which the candidate(s) certifies not to be subject to one of the exclusion criteria as described in Clause "Eligibility criteria" and the veracity of the adjoining documents.
- Standard operating procedure of the method intended for the preparation of the draft including (if available) the validation status and an evaluation of the necessary reagents with regard to occupational safety and environmental issues and, therefore applicability in the Member states.

Please note that, to ensure equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. Therefore, incompleteness in this section can only result in negative impact for the evaluation of award criteria. Please note also that proposals deviating from the technical specifications may be rejected for non-conformity.

Candidates may apply for more than one role. In case of multiple applications candidates shall state their priorities.

Tenders should be sent by legal representative, i.e. to be considered, any possible association has to be formalized according to the local legislation before submitting the tender. Working teams, partnerships and other groups of people, particularly under the aegis of an institute qualify as contractors for the service contracts awarded in the course of this CfT (Call for Tender). Partnerships or joint ventures and other legally binding co-operations regardless of their organizational form qualify as well, provided they are recognized entities under the applicable national laws. Potential candidates may come from the public

sector as well as from the private industry. It is essential however that the qualifications and experience of the individual fulfilling the tasks are properly described.

It is possible to apply for a work package as a consortium. If a consortium is formed, one institute needs to be identified as the leader of the consortium and the division of labour between the consortium members should be clearly described and justified. In this case, only the leader of the consortium would sign the contract with the contractor and ensure that all tasks are fulfilled and is responsible for the justifications and expenses of the consortium members. It is essential however that all members of the consortium are properly identified within the offer.

Regarding question concerning the information provided in this call for tender or in case of need for clarification or additional information please contact Haider Klenz (for contact details please see below).

If due to queries or other reasons supplementary information to this call for tender is required, this will be published on the website of DIN: <https://www.din.de/de/mitwirken/ausschreibungen> and <https://www.din.de/en/getting-involved/calls-for-tender>, respectively.

Your application shall be sent exclusively to CFT-HARMONY@din.de by 2026-12-19 at the latest. Offers sent to a different address (even in addition to this address) will not be considered.

Only for questions, please use the following address:

E-Mail: Haider.Klenz@din.de

Annex A

Table with detailed information on the costs

The following table shall be used in the tender to give detailed information on the costs regarding the work of 'Advertised position'. In case of multiple applications, candidates shall submit a separate table on detailed information on the costs for each project.

Table 1: Detailed costs for project No [please add project number]

Organisation / Staff level	Daily rate in €	Number of person-days	Total in €	Others (such as supplies, consumables – to be specified in the tender) in €	Total cost in €
	0,00	0	0,00	0,00	0,00
	0,00	0	0,00	0,00	0,00
	0,00	0	0,00	0,00	0,00

Table 2: Detailed costs for project No [please add project number]

Organisation / Staff level	Daily rate in €	Number of person-days	Total in €	Others (such as supplies, consumables – to be specified in the tender) in €	Total cost in €
	0,00	0	0,00	0,00	0,00
	0,00	0	0,00	0,00	0,00
	0,00	0	0,00	0,00	0,00

This annex is also provided as separate WORD file to be used by the applicant to provide the necessary information.

Annex B

Further details of the projects (as of 10-2026)

1.	<i>Foodstuffs - Determination of acrylamide in food for infants and young children</i>
	Scope: This document specifies a method for the determination of acrylamide with a low LOQ (< 10 µg/kg) in food for infants and young children, i. e. infant formula and follow-on formula, ready-to-eat baby food, bakery products and cereals particularly for infants and young children.
2.	<i>Foodstuffs - Determination of mineral oil hydrocarbons (MOSH & MOAH) in selected food groups by online-LC-GC-FID</i>
	Scope: This document specifies a method for the determination of mineral oil hydrocarbons (MOSH & MOAH) in selected food groups, including infant formula, ready-to-eat baby food and ideally sugar, cocoa, cocoa products, pulses, cereals, sausages and vegetarian/vegan alternatives by online-LC-GC-FID. The LOQ has been determined in an interlaboratory study to be ...
	The method should have an LOQ of 0,5 mg/kg for foods with < 4 % fat/oil content, of 1,0 mg/kg for foods with ≥ 4% and ≤ 50% fat/oil content and of 2,0 mg/kg for foods with > 50% fat/oil content. This will enable users to ensure the application of food and feed law for the new expected maximum levels that will be set.
3.	<i>Foodstuffs - Determination of certain perfluoroalkyl substances (PFAS) in food of animal origin</i>
	Scope: This document specifies a method for the determination of certain perfluoroalkyl substances (PFAS) in food of animal origin, i.e. meat, milk, eggs and fish. It covers perfluoro sulfonic acid (PFOS), perfluorooctanoic acid (PFOA), perfluorononaic acid (PFNA) and perfluorohexane sulfonic acid (PFHxS) and compounds which are similar to PFOS, PFOA, PFNA and PFHxS.
4.	<i>Foodstuffs - Semi-quantitative screening method for certain polychlorinated alkanes (C10-17) by GC-EI-MS/MS</i>
	Scope: This document specifies a semi-quantitative screening method for certain polychlorinated alkanes (ΣPCAs-C10-17) by GC-EI-MS/MS. It is applicable for the following foodstuffs: Fats, oils, fish, meat, eggs and milk.

Annex C

Application to a Call for Tender process in compliance with SMP Single Market Programme Regulation (and its financing decision) & MGA (Mono or Multi beneficiary(ies) Grant Agreement)

This annex is also provided as separate WORD file to be used by the applicant to provide the necessary information.

A- Contact details of the Expert

Name:
Position:
Phone:
Email address:
Personal website (if any)

B- Information about the organisation/s the expert is working (name, website, contact person, phone, email)

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C- Curriculum Vitae (maximum 4 A4 pages)

D- Please specify for which position you are applying:

(please mark the relevant projects in the table)

Project No (see Annex B)	Method (see Annex B)	Application yes or no
1	Foodstuffs - Determination of acrylamide in food for infants and young Children	
2	Foodstuffs - Determination of mineral oil hydrocarbons (MOSH & MOAH) in selected food groups by online-LC-GC-FID	
3	Foodstuffs - Determination of certain perfluoroalkyl substances (PFAS) in food of animal origin	
4	Foodstuffs - Semi-quantitative screening method for certain polychlorinated alkanes (C10-17) by GC-EI-MS/MS	

E- Please describe and show evidence of the required skills and expertise for the role you are applying for

Yes	No	Skills and expertise	Short description of the evidence of the required skills and expertise for the role you are applying for
1. Financial and economic capacity to execute the project			
		Sufficient economic and financial capacity to guarantee continuous and satisfactory performance throughout the envisaged lifetime of the contract.	
		Sufficient financial capacity to cover all pre-financing foreseen under the contract.	
2. Technical and professional capacity			
		access to a laboratory (preferably ISO/IEC 17025 accredited) including the necessary equipment to effectively carry out the project in the field of chemical analysis of the relevant product group, i.e. analysis of process and environmental contaminants in food;	
		at least 3 years of experience in performing analyses of process and environmental contaminants in food;	
		experience with comparable projects in the development and validation of test methods;	
		sound educational qualifications, and further qualifications / significant experience in the area of analytical techniques for process and environmental contaminants in food (of the relevant personnel involved);	
		experience in European and/or International standardization of the relevant personnel involved;	
		experience in the planning and organization of inter-laboratory tests involving participants from different countries;	
		ability to collate data and results and write comprehensive reports with conclusions and recommendations as required;	

		knowledge of relevant European legislation;	
		communication skills and proficiency in English.	

F- Information on the costs of the experts in €

- Daily rates in €:
- Number of person-days:
- Cost for travels in €:
- Other costs (**please specify**): in € _____

Total costs in €:

G- Description of the offer (answer to the call for tender)

I certify that all documents provided are veracious and in conformity with reality and certify not to be in any situation described below:

- a) subject of a non-likely judgment of recourse for a professional infringement
- b) to be in an irregular tax situation or in an irregular special taxation situation
- c) to provide with incomplete or erroneous information

I also certify that I had no conflict of interest by submitting the present offer.

Signed:

On behalf of :(print name here)

Date:

Annex D

Draft Service Contract

Draft Service contract

Between

DIN Deutsches Institut für Normung e. V.
Am DIN-Platz
Burggrafenstraße 6
10787 Berlin
Germany
hereinafter referred to as "DIN"

and

<<Subcontractor>>

<<Address>>

.....

hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund project 101323660 — HARMONY-FOUR-CONT — SMP-STAND-2025-ESOS-03-IBA. This project is dealt with by CEN/TC 275 and CEN/TC 275/WG 13 "Process and environmental contaminants", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 275 and CEN/TC 275/WG 13.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as a project leader for a cumulative amount of <<xx person-days starting from 20xx-xx-xx and finishing by 20xx-xx-xx in the Project Team of CEN/TC 275/WG 13 >> which is tasked to produce the following deliverable:

Project No 1: Foodstuffs - Determination of acrylamide in food for infants and young Children

and/or

Project No 2: Foodstuffs - Determination of mineral oil hydrocarbons (MOSH & MOAH) in selected food groups by online-LC-GC-FID

and/or

Project No 3: Foodstuffs - Determination of certain perfluoroalkyl substances (PFAS) in food of animal origin

and/or

Project No 4: Foodstuffs - Semi-quantitative screening method for certain polychlorinated alkanes (C10-17) by GC-EI-MS/MS

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

1. selection of suitable methods according to the mandated technique, which should be in-house validated. All reagents used in these methods shall be applicable in all Member states with regard to occupational safety and other health and environmental aspects;
2. preparation of draft European Standards based on the test methods in cooperation with CEN/TC 275/WG 13 to which the project is allocated to (the draft must be approved by the responsible CEN/TC and WG);
3. discussion of the draft standard within CEN/TC 275/WG 13;
4. monitoring and coordination of the test method development;
5. selection of participants and organization of the inter-laboratory test with approximately 10-16 laboratories, since validated data of at least 8 laboratories is required;
6. evaluation and discussion of the results of the inter-laboratory study and final adaptation and full validation of the method;
7. presentation and discussion of the results of the test method validation within CEN/TC 275/WG 13 and/or task group;
8. evaluation of technical comments given during meetings of responsible CEN/TC 275/WG 13, task group and/or CEN/TC 275 and during the enquiry stage of the draft;
9. provide information on the progress to CEN/TC secretariat for the interim and final reports, which will be submitted to the European Commission.

The CONTRACTOR undertakes to perform its duties with reasonable care and skill applying recognized practices. The CONTRACTOR is not entitled to subcontract any rights and obligations of this Service contract without the prior written consent of DIN.

The selection procedure documented in the open call for tender, sections V, VI and VII selected the CONTRACTOR on the basis of its personal qualification and experience. All man days under this Service contract must therefore be performed by the CONTRACTOR in person. Any deviations from this must be justified in writing and authorized by the European Commission before any related funds can be disbursed. In particular, the following target dates for each step shall be adhered to. In case of non-adherence to the target dates, the Commission/EFTA is entitled to cancel the funding.

For all Project specified in Annex B:

Step 1: Approval of New Work Item by CEN/TC 275	1 September 2027
Step 2: Circulation of 1st Working Draft (stage 20.60)	1 March 2028
Step 3: Start of validation (inter-laboratory study)	1 April 2028
Step 4: Report on results of validation + interim report on the project	1 September 2028
Step 5: prEN Enquiry Draft (stage code 30.99)	1 March 2029
Step 6: Interim report on the project	1. September 2029
Step 7: FprEN Formal Vote Draft (stage code 45.99)	1 March 2030
Step 8: Final report	1 September 2030

The project leader shall respect the deadlines of the deliverables. If deadlines are not kept, EC is entitled to withhold payment. If documents pass through one or more stages earlier than indicated, the Secretariat of CEN/TC 260 aims to implement subsequent

target dates earlier as well, the project leader is obliged to start the work accordingly earlier. This will involve consultation with the project leader. The minimum intervals between target dates will be respected. After activation of the respective deliverable, the target dates specified in the CEN/CENELEC Internal Regulations must also be respected by the project leader (see <https://boss.cen.eu/developingdeliverables/pages/en/pages/>).

The CONTRACTOR has to record the expenses for material and human resources (including exact date and hours). These records have to be kept for 10 years for possible inspection by DIN or a charged legal institution. Upon request, DIN or a charged legal institution shall have unhindered access to the accounts and documents which may be required for auditing purposes.

<<in case the CONTRACTOR is from a non-EEA country, the following paragraph will be included: DIN and the CONTRACTOR aim to fulfil their duties in a way that takes into account their social and environmental responsibilities, including the delivery of sustainable livelihoods and development opportunities to people. The CONTRACTOR undertakes to meet the relevant social and environmental standards. In particular, the CONTRACTOR commits itself not to use child labour and adheres to the UN Convention on the Rights of the Child, and national / local law on the employment of children. The CONTRACTOR ensures that there is no forced labour in its workforce. The CONTRACTOR provides a safe and healthy working environment for employees. It complies, at a minimum, with national and local laws and ILO conventions on health and safety. Working hours and conditions for employees comply with conditions established by national and local laws and ILO conventions. If the CONTRACTOR is engaged in production, it undertakes to maximize the use of raw materials from sustainably managed sources in their ranges, buying locally when possible. It uses production technologies that seek to reduce energy consumption and where possible use renewable energy technologies that minimize greenhouse gas emissions. It seeks to minimize the impact of its waste stream on the environment.>>

3. Obligations of DIN

DIN will send the CONTRACTOR on its request the final report of the project the CONTRACTOR participated in.

4. Invoicing and Payment

In consideration of the work carried out according to this Service contract, the CONTRACTOR shall invoice to DIN <<a maximum daily rate of XXX € per person-day up to a maximum of xx person-days and other costs (to be specified) totalling a maximum sum of XX € >>. Invoicing shall be done as follows:

Step A: upon signature of this service contract: 15 % of above sum;

Step B: provision of interim report provided acceptance by the Commission of the interim report: up to 25 % of above sum;

Step C: provision of final report provided acceptance by the Commission of the final report: the remaining balance of above sum.

The information is subject to changes in the Grant Agreement.

The invoice shall state the following VAT numbers:

DIN: UST-ID-Nr: DE 136 622 143

DIN: UST-Nr: 27/640/50470

CONTRACTOR VAT identification number:

The aforesaid sum shall be understood to cover all expenditure incurred by the CONTRACTOR in the performance of this contract.

The payments are due only if the CONTRACTOR has fulfilled the tasks within the given time schedule, DIN has approved the results and the CONTRACTOR has sent a detailed invoice (material, cost for staff, travel etc.) that fulfils the requirements described below. All items shall be based on real costs as actually incurred. Estimated costs shall not be invoiced.

DIN has the right to demand invoices and documentation of work done before paying.

Payments will be made to the CONTRACTOR with the following Bank details:

[Name of the Bank]

[Full address of Bank]

IBAN (International Bank Account Number): ...

BIC or SWIFT CODE (Business Identifier Code): ...

Each invoice shall comply with the requirements listed in the annexed document from EC, and be accompanied by a declaration of the real costs incurred, clearly stating the number of days worked and the period within which the days were worked.

The declaration:

- must be signed;
- must specify that 'working days' means 'full working days'
- must specify the period within which the tasks were performed.

The signed declaration shall be in the following format:

"I the undersigned declare that I worked the following number of days (full working days) within the framework of my Service contract with DIN [reference of this Service contract]:

- in the reporting period [fromto] [number] days."

The total amount that the CONTRACTOR will in fact receive depends on whether the defined tasks of the CONTRACTOR have been completed (the number of days actually spent by the CONTRACTOR in the context of this service contract, or the extent of tasks fulfilled if the number of man days was not specified).

Payment by DIN does not constitute acceptance of performance and is subject to the complete and due performance of the contract.

5. Provisions relating to fiscal charges

The CONTRACTOR will remain responsible for all taxes imposed on it and other related obligations that arise as a result of this Service contract.

6. Responsibility and Liability

DIN shall in no case, and under no circumstances, be held responsible for claims arising out of the present Service contract and relating to damages caused by the CONTRACTOR, its employees or a third party. No request of indemnity or re-instatement relating to such claims may be addressed to DIN.

The CONTRACTOR shall, in respect of the staff designated for the performance of this Service contract, observe all regulations of labour law, in particular the regulations of social security and fiscal law.

7. Confidentiality

The CONTRACTOR undertakes to maintain confidentiality as regards all actions necessary to fulfil the contracted duties. Both parties commit themselves to mutual loyalty.

8. Copyright

The CONTRACTOR undertakes to assign to DIN (or as DIN may direct) its patrimonial rights of exploitation and all and any intellectual property rights in the works developed by it under the scope of this Service contract.

Such assigned rights include reproduction rights including the publication, distribution, adjustment, translation, renting, loan, the remuneration rights for duplication and loan, as well as the rights of communication to the public of the works, in total or in part, in summary or with comments, and including the right to transfer all exploitation licences and to authorise all sub-licences.

The transfer of rights covers all languages and covers all forms of exploitation known at present and non-restrictively; publication by all means and via all graphical support systems, by print, press, photocopy, microfilms and via all magnetic, computerised and numerical support systems, memory cards, CD-ROMs, films, photographs, slides, teledistribution, cable, satellite, disks and online document servers.

For all and each of the assigned exploitation modes, the transfer is granted free of charge, for all countries and for the total duration of the intellectual property rights.

9. Termination

Regardless of other claims, in the case of serious disrespect of the terms of the Service contract by the CONTRACTOR (inter alia where the work is not provided in accordance with the terms of this Service contract, or not completed within the time limits according to this Service contract), DIN may cancel the contract at any time without notice.

Should the performance of the project as a whole be obstructed or jeopardized by circumstances beyond the control of the parties, DIN may cancel the Service contract giving six weeks' notice.

10. Withdrawal

DIN is entitled to withdraw from this Service contract if the European Commission/EFTA does not pay the funds to DIN or retroactively reclaims funds

already paid to DIN under the Specific Grant Agreement, as any such payment is dependent on EC's acceptance of the interim and final reports defined in the Specific Grant Agreement.

11. Administrative provisions

With the exception of invoices, all correspondence with DIN concerning the performance of this Service contract shall be addressed as follows:

Haider Klenz, Secretary CEN/TC 275, Phone: +49 30 2601-2355
email: haider.klenz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
Burggrafenstraße 6
10787 Berlin
Germany

All correspondence with the CONTRACTOR shall be addressed as follows:

<<Mr/Ms NN Phone: , email>>

12. Assignment

The CONTRACTOR shall not assign, transfer, subcontract or in any other manner make over to any third party the benefit and/or burden of this Service contract without the prior written consent of DIN.

13. Alterations to the Service contract

Subsidiary agreements and modifications to this Service contract are only legally binding when in written form and signed by both parties. This applies also to any agreement by which such written form requirement is to be contracted out.

14. Validity

If any of the provisions of this Service contract shall become or be held invalid or unenforceable, this shall not affect any part of the remaining contract.

15. Place of jurisdiction

Place of jurisdiction for all disputes arising out of or in connection with this Service contract shall be Berlin.

16. Applicable Law

This Service contract shall be governed by and interpreted in accordance with German Law.

For DIN Deutsches Institut für Normung e. V.

For the CONTRACTOR

.....
Christoph Winterhalter
Chairman of the Executive Board

.....
<<Name, Position>>

.....
i. V. Matthias Kritzler-Picht
Head of G Food, Packaging, Plastics

Annex 1

EC Mandatory Content of an Invoice

Supplier information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
Full name of the supplier	
Full address of the supplier	
The VAT identification number of the supplier in accordance with ISO Standard under which he supplied the goods and services (for all member states except Bulgaria)	For Bulgaria, Cyprus, Germany, Greece, Romania, Slovakia: Tax reference number of the supplier, in other cases, where your country refrains from allocating a VAT identification number in accordance with ISO Standard for certain cases
	For Belgium, Cyprus, Denmark, Estonia, France, Germany, Greece, Hungary, Italy, Latvia, Lithuania, Netherlands, Poland Portugal, Romania, Slovenia: • Full name of tax representative (if any) of the supplier where the person liable to pay VAT is the tax representative, • Full address of the tax representative (if any) of the supplier where the person liable to pay VAT is the tax representative, • VAT identification number of the fiscal representative in accordance with ISO Standard (if any) of the supplier where the person liable to pay the VAT is the tax representative.

Customer information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
Full name of the customer	
Full address of the customer	
The VAT identification number of the customer in accordance with ISO Standard where the customer is liable to pay the VAT or in case of intra-Community supplies (except for Bulgaria)	For Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Germany, Greece, Latvia, Lithuania, Malta, Poland, Portugal, Romania, Slovak Republic, Spain: The VAT identification number of the customer in other cases than general rule.
	For Belgium, Cyprus, Estonia, Greece, Hungary, Italy, Latvia, Lithuania, Netherlands, Poland, Portugal, Romania, Slovenia: • Full name of the tax representative (if any) of the customer where the person liable to pay VAT is the tax representative • Full address of the tax representative (if any) of the customer where the person liable to pay VAT is the tax representative • VAT identification number of the fiscal representative (if any) the customer where the person liable to pay the VAT is the tax representative

 Content information

Compulsory information for an invoice for all or majority of member states	Compulsory information for an invoice for certain member states only
• Sequential number based on one or more series, which uniquely identifies the invoice • Date of issue of the invoice • Date on which the supply of goods or services was made or completed or the date on which the payment on account was made before any supply, insofar as that a date can be determined and differs from the date of issue of the invoice (except for Bulgaria) • Description/nature of the goods or services • Quantity of the goods supplied or the extent and nature of the services rendered • Price per unit (excluding VAT) (except for Germany) • Any discounts or rebates, not included in the unit price (except for Austria) • Taxable amount per VAT rate or exemption • VAT rate(s) applied • Total VAT amount	Where an exemption is involved or where the customer is liable to pay the tax further information should be given accordingly : • Reference to the appropriate provision of the Sixth directive for: Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France Germany, Ireland Lithuania Luxembourg, Netherlands, Poland, Portugal, Sweden, Spain, UK OR • Reference to the corresponding national provision for: Czech Republic, Greece, Hungary, Italy, Latvia, Malta, Slovak Republic, Slovenia, Austria, Belgium, Cyprus, Denmark, Estonia, Finland, France Germany, Ireland Lithuania Luxembourg, Netherlands, Poland, Portugal, Sweden, Spain, UK OR • Any indication that the supply is exempt or subject to the reverse charge procedure for: Austria, Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Finland, France Germany, Greece, Hungary, Ireland, Luxembourg, Malta, Portugal, Romania, Netherlands, Poland, Sweden, Spain, UK
	For Belgium, Bulgaria, Cyprus, Czech Republic, Denmark, Estonia, Finland, France Greece, Hungary, Ireland, Italy, Malta, Netherlands, Latvia, Lithuania, Luxembourg, Poland, Portugal, Romania, Slovak Republic, Slovenia, Sweden, Spain, UK: Obligation to mention the amounts on the invoice in the local currency
	For Bulgaria, Greece, Hungary, Lithuania, Poland, Romania, UK: Obligation to issue the invoice in one of the official languages

WARNING: *the issuer of the invoice should follow the VAT legislation in force at the time the invoice is issued*