

2nd Call for Tender

for

1 Lead Laboratories for the development and validation of test methods for a standard on phenol,

2 Peer Review Laboratories to support the development and validation of test methods for certain standards,

and for

5 Reference Material Suppliers to provide the reference materials for the test method development and validation

Launch: 2019-09-03

Offer period/Deadline for tenders: 2019-10-17

Tender validity period: 2020-04-17

I Introduction

I.1 General

The following subprojects require the development and validation of standardized test methods and are subject to this call for tender:

1. Elaboration of a new standard EN 71-aa "Safety of toys – Part aa: Formamide in foamed toy materials"
2. Elaboration of a new standard EN 71-bb "Safety of toys – Part bb: TCEP and alternative flame retardants"
3. Elaboration of a new standard EN 71-cc "Safety of toys – Part cc: Isothiazolinones in aqueous (toy) materials"
4. Elaboration of a new standard EN 71-dd "Safety of toys – Part dd: Phenol"
5. Elaboration of a new standard EN 71-ee "Safety of toys – Part ee: Bisphenol A"

For each of those subprojects, a Lead Laboratory and a Peer Review Laboratory will be contracted which will cooperate in the development and validation of the required test method(s). In addition, for each subproject a Reference Material Supplier will be selected who will provide the reference materials required for the test method development and validation. **Please note that the Lead Laboratories for projects 1 ("Formamide"), 2 ("TCEP and alternative flame retardants"), 3 ("Isothiazolinones in aqueous (toy) materials") and 5 ("Bisphenol A") as well as the Peer Review Laboratories for projects 1 ("Formamide"), 3 ("Isothiazolinones in aqueous (toy) materials") and 5 ("Bisphenol A") have already been determined in a 1st Call for Tender and a Consultation.**

Furthermore, a Statistician will support the validation of test methods of all of these five subprojects. Finally, a Task Group Convenor (Technical Project Leader) will be responsible for the coordination of the overall project. **Both, Statistician and Technical Project Leader have already been determined in a 1st Call for Tender.**

These new test method(s) will form the basis for the drafting of the new standards, with participation of the Task Group Convenor (Technical Project Leader).

I.2 Context

In July 2009 Directive 2009/48/EC on the safety of toys entered into force. With mandate M/445 of July 2009 the European Commission (EC) asked the European Committee for Standardization (CEN) to make the necessary adjustments to European standards taking into account Directive 2009/48/EC which revised Directive 88/378/EEC and to elaborate new standards if necessary.

The European Committee for Standardization (CEN) is a business facilitator in Europe, removing trade barriers for European industry and consumers. Its mission is to foster the European economy in global trading, the welfare of European citizens and the environment. Through its services, it provides a platform for the development of European Standards and other technical specifications. CEN's National Members are the National Standardization Bodies (NSBs) of the 28 European Union countries, the Republic of North Macedonia, Serbia and Turkey as well as three countries of the European Free Trade Association (Iceland, Norway and Switzerland), which work together to develop voluntary European Standards (ENs), together with the CEN CENELEC Management Centre (CCMC).

In Resolution BT C066/2009, the CEN Technical Board (BT) accepted mandate M/445 under certain conditions and allocated the work to the Technical Committee CEN/TC 52 "Safety of toys". In the meantime, the relevant European Standards have been revised and additional new standards have been elaborated in order to fulfil the mandate.

In the last couple of years several European Directives have been adopted which introduced new limit values in Directive 2009/48/EC, Annex II, Appendix C (see Annex E for an overview of the Directives and limit values relevant for this project).

The limit values specified in Appendix C apply to toys intended for use by children under 36 months or in other toys intended to be placed in the mouth. These limit values are not yet addressed by harmonized European standards. For certain limit values, the Commission directives refer to EN 71-10:2005 and EN 71-11:2005. These standards have not been cited in the Official Journal of the European Union (OJEU) and the procedures specified in these standards were not developed and validated for the stricter limit values specified in the Commission Directives.

EN 71-9:2005, EN 71-10:2005 and EN 71-11:2005, which cover several substances of the project, have been heavily criticised by the Commission's Scientific Committee on Health and Environmental Risks (SCHER) in 2007¹ and 2010², including with regard to the migration solution and the temperature used for migration. The 2010 opinion recommends a saliva solution and 37 °C for migration (see section 3.4.1, points 4 and 5 of the opinion). There are, however, no scientific studies/literature on the suitability of migration liquid and conditions.

Therefore, it is necessary to determine which migration liquid (water, saliva solution or a 10 % alcoholic solution) and which temperature (20 °C or 37 °C) provide results which best reflect the conditions of the real use of toys in the frame of this project (see Annex F for a draft schedule for the migration study).

¹ Scientific Committee on Health and Environmental Risks (SCHER) Opinion on CEN's response to the opinion of the CSTEE on the assessment of CEN report on the risk assessment of organic chemicals in toys. Adopted on 29 May 2007

² Scientific Committee on Health and Environmental Risks (SCHER) Opinion on Risk from organic CMR substances in toys. Adopted on 18 May 2010.

II Objectives

The objectives of this project are:

- development and validation of test methods for the following substances recently added to Directive 2009/48/EC, Annex II, Appendix C:
 - Formamide [cut-off limit based on content] (introduced by Commission Directive (EU) 2015/2115);
 - Tris(2-chlorethyl)phosphate (TCEP), Tris[2-chlor-1-(chlormethyl)ethyl]phosphate (TDCP) and Tris-(2-chlor-1- methylethyl)phosphate (TCPP) [content limits] (introduced by Commission Directive 2014/81/EU);
 - 5-Chloro-2-methylisothiazolin-3(2H)-one (CMI) and 2-Methylisothiazolin-3(2H)-one (MI) in a ratio of 3:1, CMI and MI [in aqueous toy materials, content limits] (limit values were introduced by Commission Directive (EU) 2015/2117) and 1,2-Benzisothiazol-3(2H)-one (BIT) [in aqueous toy materials, content limit] (introduced by Commission Directive (EU) 2015/2116);
 - Phenol [as a preservative (content limit) and in polymeric materials (migration limit)] (introduced by Commission Directive (EU) 2017/774);
 - Bisphenol A [migration limit] (introduced by Commission Directive (EU) 2017/898).
- elaboration of five harmonized European standards based on the validated test methods in order to provide a tool of assessing compliance with the law.

III Execution

III.1 General

The project consists of five subprojects:

- Formamide (test method development/validation and elaboration of a standard based on the validated test method);
- TCEP and alternative flame retardants (test method development/validation and elaboration of a standard based on the validated test method);
- Isothiazolinones (test method development/validation and elaboration of a standard based on the validated test method);
- Phenol (test method development/validation and elaboration of a standard based on the validated test methods);
- Bisphenol A (test method development/validation and elaboration of a standard based on the validated test method);

For each of the five subprojects a Lead Laboratory, a Peer Review Laboratory and a Reference Material Supplier will be appointed for technical work. Furthermore, a Task Group Convenor and a Statistician will be involved in the overall project, i.e. all subprojects. DIN will carry out the procedural work and sign the contracts with the selected subcontractors following the approval of the selection by EC.

The general tasks and procedures will be the same for all of these five subprojects. For each subproject an overview of relevant test methods, which could serve as a basis for the test method development, will be elaborated by the respective Lead Laboratory

After the method development and a first validation in a peer review process, the test methods will be validated in a round robin test. Reference materials which are needed for the method development/validation will be elaborated. Five standards will be elaborated based on the validated test methods.

More detailed information on the tasks related to the respective projects is given in Annex B.

III.2 Time frame

The service contract shall enter into force on the date on which it is signed by the last contracting party. The contracts with the selected Task Group Convenor (Technical Project Leader), Lead Laboratories, Peer Review Laboratories, Reference Material Suppliers and Statistician will be signed following the signature of the contract between CEN and EC/EFTA and the approval of the selection by EC and once all relevant subcontractors for the specific subproject have been selected.

The execution of the tasks may not start before the contract has been signed.

The subprojects shall be finalized within 50 months from the signing of the contract between CEN and EC/EFTA. Detailed time frames for the respective projects are given in Annex B.

The Task Group Convenor (Technical Project Leader), Lead Laboratories, Peer Review Laboratories, Reference Material Suppliers and Statistician shall respect the deadlines of the deliverables. If deadlines are not kept, EC is entitled to withhold payment.

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 Framework Partnership Agreement (FPA) 2014. Unless specified otherwise, and on condition of approval by EC and EFTA, costs of external subcontractors such as laboratories 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 FPA 2014, be justified and accepted by EC/EFTA. 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 FPA 2014, including those relating to liability, ownership of results, confidentiality, conflict of interests, publicity, evaluation, assignment, checks and audits.

The Task Group Convenor's (Technical Project Leader's), Lead Laboratories', Peer Review laboratories', Reference Material Suppliers' and Statistician's 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.).

All work to be done under the service contract is based on a pre-financing basis by the applicant.

Payments shall be made in accordance with article 4 of the draft service contract (Annex G).

Costs incurred before the Specific Grant Agreement is signed and the selection procedure is finalized and approved by EC will not be covered by financial support.

V 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.

VI Selection criteria

VI.1 Selection criteria for Lead Laboratories

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 in relation to the pre-financing foreseen under the contract.
2. Technical and professional capacity
 - national accreditation in the field of chemical testing of toys or similar products/materials;
 - established analytical quality system;
 - established statistical routine;
 - at least 3 years experience in performing content measurements on toys or related products (except Lead Laboratory 5);
 - at least 3 years experience in performing migration measurements on toys or related products (only Lead Laboratories 4 and 5);
 - experience in the development and validation of test methods;
 - experience with comparable projects on the development and validation of test methods;
 - experience in statistical evaluation of content measurement data (except Lead Laboratory 5);
 - experience in statistical evaluation of migration measurement data (only Lead Laboratories 4 and 5);
 - experience with the measurement of the relevant substance(s);
 - infrastructure (equipment, description of the monitoring site, etc.) required for the project;
 - suitable educational background and significant knowledge of analytical chemistry techniques demonstrated through a combination of industry and academic performance (of the relevant personnel involved).

VI.2 Selection criteria for Peer Review Laboratories

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 in relation to the pre-financing foreseen under the contract.
2. Technical and professional capacity
 - national accreditation in the field of chemical testing of toys or similar products/materials;
 - established analytical quality system;
 - established statistical routine;
 - at least 3 years experience in performing content measurements on toys or related products (except Peer Review Laboratory 5);
 - at least 3 years experience in performing migration measurements on toys or related products (only Peer Review Laboratories 4 and 5);
 - experience in the development and validation of test methods;
 - experience with comparable projects on the development and validation of test methods;
 - experience with the measurement of the relevant substance(s);
 - infrastructure (equipment, description of the monitoring site, etc.) required for the project;
 - suitable educational background and significant knowledge of analytical chemistry techniques demonstrated through a combination of industry and academic performance (of the relevant personnel involved).

VI.3 Selection criteria for Reference Material Suppliers

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 in relation to the pre-financing foreseen under the contract.
2. Technical and professional capacity
 - at least 1 year experience in the provision of reference material or at least 1 year experience in manufacturing material (or products of this material) which is proposed as reference material;
 - established quality system;
 - system for ensuring of homogeneity and stability of reference materials (e.g. ISO 13528);
 - infrastructure (equipment, description of the monitoring site, etc.) required for the project;
 - suitable industrial and academic background of the relevant personnel involved.

VII Award criteria

VII.1 Award criteria for Lead Laboratories

The selection of the Lead Laboratories will be made on the basis of the following criteria:

1. Price award criterion
 - Price (30 %)
2. Qualitative award criteria
 - Quality of the proposed methodology (40 %)
 - Organization of the work and allocation of resources (15 %)
 - Quality control measures (10 %)

- Ability to submit agreed deliverables at specified dates and detailed cost estimations (5 %)

Tenders scoring less than 70 % of the overall total points of the qualitative award criteria or less than 50 % of the points awarded for a single criterion of the qualitative award criteria will be excluded from the remaining assessment procedure.

3. Assessment procedure

The selection panel shall select the candidate with the highest score. In the case of two or more candidates of equal qualification, the tender providing the best value for money shall be taken into consideration by the selection panel.

VII.2 Award criteria for Peer Review Laboratories

The selection of the Peer Review Laboratories will be made on the basis of the following criteria:

1. Price award criterion

- Price (30 %)

2. Qualitative award criteria

- Quality of the proposed methodology (40 %)
- Organization of the work and allocation of resources (15 %)
- Quality control measures (10 %)
- Ability to submit agreed deliverables at specified dates and detailed cost estimations (5 %)

Tenders scoring less than 70 % of the overall total points of the qualitative award criteria or less than 50 % of the points awarded for a single criterion of the qualitative award criteria will be excluded from the remaining assessment procedure.

3. Assessment procedure

The selection panel shall select the candidate with the highest score. In the case of two or more candidates of equal qualification, the tender providing the best value for money shall be taken into consideration by the selection panel.

VII.3 Award criteria for Reference Material Suppliers

The selection of the Reference Material Suppliers will be made on the basis of the following criteria:

1. Price award criterion

- Price (30 %)

2. Qualitative award criteria

- Quality of the proposed methodology (20 %)
- Organization of the work and allocation of resources (15 %)
- Quality control measures (25 %)
- Ability to submit agreed deliverables at specified dates and detailed cost estimations (10 %)

Tenders scoring less than 70 % of the overall total points of the qualitative award criteria or less than 50 % of the points awarded for a single criterion of the qualitative award criteria will be excluded from the remaining assessment procedure.

3. Assessment procedure

The selection panel shall select the candidate with the highest score. In the case of two or more candidates of equal qualification, the tender providing the best value for money shall be taken into consideration by the selection panel.

VIII Tenders

VIII.1 Form of the tender

Tenders shall be sent by postal mail to the secretary of CEN/TC 52/WG 5 "Safety of toys - Chemical properties", Mr Sebastian Lentz, as soon as possible, to be received at the latest by 2019-10-17 (offer period).

Tenderers must place each bid for each role inside a sealed envelope clearly marked CONFIDENTIAL, placing the sealed envelope(s) in another envelope which is posted to the address indicated.

Late delivery will lead to the non-admissibility of the tender and its exclusion from the award procedure for this contract. Offers sent by email or by fax will also be non-admissible. Envelopes found open at the opening session will also lead to non-admissibility of the tender.

Tenders must be signed by the tenderer or his duly authorised representative.

Submission of a tender implies acceptance of the terms and conditions set out in this call for tender and its annexes. It is binding on the tenderer to whom the contract is awarded for the duration of the contract.

VIII.2 Content of the tender

The tender shall be in English and contain:

- Information about the organisation/s of the tenderer (name, website, contact person, phone, email).
- Contact details of the expert/contact person (name, position, phone, email). Tenders for the position of the Lead Laboratories shall indicate the person who will be in charge of the standardization related tasks (provision of draft texts for the test method to be incorporated into a future European standard). Tenders for the Technical Project Leader shall indicate the person who will be the task group convenor.
- Curriculum Vitae of each relevant person participating in the project, demonstrating the necessary expertise.
- Appropriate documentation to prove the economic and financial capacities.
- Accreditation certificate according to ISO/IEC 17025 or equivalent certificate demonstrating the competence on the subject (only applicable for Lead Laboratories and Peer Review Laboratories).
- A time schedule and a detailed description of the execution of the tasks that will be carried out in the project such as the provision of reference materials, the test method development, the peer review process, the test method validation, the organisation of/participation in the round robin test, the organisation of Task Group meetings etc. (some of these examples are only applicable to certain project roles).
- Any further documents to prove the qualification required in the above clauses on Selection and Award criteria (e.g. scientific publications, documentation proving participation in round robin tests of the relevant substances);
- A table in the format given in **Annex A** with detailed information on the costs of the provision of reference materials, the development and the validation of the test methods, the organisation of / participation in the round robin test, the organisation of Task Group meetings including man days for the convenor, travel expenses etc. (some of these examples are only applicable to certain project roles).
- A signed declaration of veracity conforming to **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.
- A declaration of complete documentation containing all information about the documents necessary to be submitted with a tender in the format given in **Annex D**.

Candidates shall indicate for which of the projects (1: Formamide; 2: TCEP and alternative flame retardants; 3: Isothiazolinones; 4: Phenol; 5: Bisphenol A) and which role (Lead Laboratory, Peer Review Laboratory, Reference Material Supplier) they intend to apply for.

Candidates may apply for more than one project/role, however, a candidate will not be chosen for the Lead Laboratory and the Peer Review Laboratory of the same project. In case of multiple applications, candidates shall state their priorities.

Variants are not allowed.

Please note that, to grant equal treatment of all tenders, it is not possible to modify offers after their submission in relation to the technical and financial proposals. Please note also, that proposals deviating from the technical specifications may be rejected for non-conformity.

VIII.3 Period of validity of the tender

The offer must remain valid for a period of 6 months following the final date for submitting tenders (tender validity period).

VIII.4 Contact between the contracting authority and the tenderer

Contacts between the contracting authority and tenderers are prohibited throughout the procedure save in exceptional circumstances and under the following conditions only:

- Before the final date for submission of tenders:
 - At the request of the tenderer, the contracting authority may provide additional information solely for the purpose of clarifying the nature of the contract.
 - The contracting authority may, on its own initiative, inform interested parties of any error, inaccuracy, omission or other clerical error in the text of the call for tenders.

- After opening of tenders:
 - If clarification is requested or if obvious clerical errors in the tender need to be corrected, the contracting authority may contact the tenderer provided the terms of the tender are not modified as a result.

The requests for additional information may be made to the address below by email:

Ms Jeanine Woischnik (jeanine.woischnik@din.de) from the CEN/TC 52/WG 5 secretariat support team.

If due to requests or other reasons supplementary information to this call for tender is required, this will be published on the website of the DIN standardization committee Safety Design Principles (NASG, <http://www.din.de/go/nasg>).

VIII.5 Assessment and award of contract

The selection and appointment of the Lead Laboratories, Peer Review Laboratories and Reference Material Suppliers will be conducted by a selection panel composed of the chairman and the secretary of CEN/TC 52, the convenor and the secretary of CEN/TC 52/WG 5, HAS consultant(s) for Toy Safety and a representative of CEN/CCMC.

The contracts with the selected Task Group Convenor (Technical Project Leader), Lead Laboratories, Peer Review Laboratories, Reference Material Suppliers and Statistician will be signed following the signature of the contract between CEN and EC/EFTA and the approval of the selection by EC.

Please send your application to

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Annex A

The following table shall be used in the tender to give detailed information on the costs.

Organisation / Staff level	Daily rate	Number of man-days	Total	Travel budget	Others (Supplies, Consumables)	Total cost
	0,00	0	0,00	0,00	0,00	0,00
	0,00	0	0,00	0,00	0,00	0,00
	0,00	0	0,00	0,00	0,00	0,00

Annex B

Description of tasks

B.1 Tasks of the Task Group Convenor (Technical Project Leader)

For information only as the Task Group Convenor (Technical Project Leader) has already been selected in previous consultations/calls for tender.

B.1.1 Tasks

The Task Group Convenor (Technical Project Leader) will be responsible for the coordination of the test method development and will be responsible for the following tasks:

- provision of the convenor of the task group;
- organize and conduct meetings of the task group in Europe;
- provision of (draft) minutes/reports of the task group meetings;
- reporting about the progress of the work of the task group and in particular about the test method development and validation (including migration study, if relevant) at CEN/TC 52/WG 5 meetings
- monitoring and coordination of the test method development carried out by the various Lead Laboratories and Peer Review Laboratories and of the migration studies carried out by Lead Laboratory 4 and Lead Laboratory 5 (including provision of reference materials by Reference Material Suppliers;
- in cooperation with the Lead Laboratories, selection of participants of the round robin tests;
- in cooperation with the Lead Laboratories and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- support the Lead Laboratories in the organization of the round robin tests;
- in cooperation with the Lead Laboratories, development of a template/format in which the Lead Laboratories shall provide their test method description (to be approved by CEN/TC 52/WG 5);
- in cooperation with the Statistician and the Lead Laboratories, final validation of the test methods based on the results of all validation data (peer review process and round robin test);
- preparation of five draft European Standards based on the test methods provided by the Lead Laboratories in cooperation with CEN/TC 52/WG 5 and the task group (the draft must be approved by CEN/TC 52/WG 5 and CEN/TC 52 whereupon the formal CEN-procedure starts);
- discussion of the draft standards with the task group and CEN/TC 52/WG 5;
- evaluation of technical comments given during meetings of CEN/TC 52/WG 5, the task group and/or CEN/TC 52 and during the enquiry stage of the drafts;
- preparation of progress reports of the project with regard to the method development including an Interim Report and a Final Report.

B.1.2 Time frame

The following timeframes apply to the 5 different subprojects:

I Formamide

I.a Development and validation of test method (Formamide)

I.a.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
I.a.2	Method validation in Peer Review Process	2021-02-01
I.a.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
I.a.4	Round robin test	2021-06-01
I.a.5	Final report on statistical evaluation	2021-07-01

I.b Standardization (Formamide)

I.b.1	WI 00052XXX stage code 20.60 (1st Working Draft)	2021-03-01
I.b.2	WI 00052XXX stage code 30.99 (doc. for enquiry)	2021-09-01
I.b.3	WI 00052XXX stage code 45.00 (doc. for formal vote)	2022-08-01

II	TCEP and alternative flame retardants	
II.a	Development and validation of test method (TCEP and alternative flame retardants)	
II.a.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
II.a.2	Method validation in Peer Review Process	2021-02-01
II.a.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
II.a.4	Round robin test	2021-06-01
II.a.5	Final report on statistical evaluation	2021-07-01
II.b	Standardization (TCEP and alternative flame retardants)	
II.b.1	WI 00052XXX stage code 20.60 (1st Working Draft)	2021-03-01
II.b.2	WI 00052XXX stage code 30.99 (doc. for enquiry)	2021-09-01
II.b.3	WI 00052XXX stage code 45.00 (doc. for formal vote)	2022-08-15
III	Isothiazolinones	
III.a	Development and validation of test method (Isothiazolinones)	
III.a.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
III.a.2	Method validation in Peer Review Process	2021-02-01
III.a.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
III.a.4	Round robin test	2021-06-01
III.a.5	Final report on statistical evaluation	2021-07-01
II.b	Standardization (Isothiazolinones)	
II.b.1	WI 00052XXX stage code 20.60 (1st Working Draft)	2021-03-01
II.b.2	WI 00052XXX stage code 30.99 (doc. for enquiry)	2021-09-01
II.b.3	WI 00052XXX stage code 45.00 (doc. for formal vote)	2022-08-15
IV	Phenol	
IV.a	Development and validation of test methods (Phenol)	
IV.a.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
IV.a.2	Study on migration conditions	2020-11-01
IV.a.3	Method validation in Peer Review Process	2021-03-01
IV.a.4	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
IV.a.5	Round robin test	2021-07-01
IV.a.6	Final report on statistical evaluation	2021-07-15
IV.b	Standardization (Phenol)	
IV.b.1	WI 00052XXX stage code 20.60 (1st Working Draft)	2021-04-01
IV.b.2	WI 00052XXX stage code 30.99 (doc. for enquiry)	2021-09-01
IV.b.3	WI 00052XXX stage code 45.00 (doc. for formal vote)	2022-08-15
V	Bisphenol A	
V.a	Development and validation of test method (Bisphenol A)	
V.a.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
V.a.2	Study on migration conditions	2020-11-01
V.a.3	Method validation in Peer Review Process	2021-03-01
V.a.4	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
V.a.5	Round robin test	2021-07-01
V.a.6	Final report on statistical evaluation	2021-07-15
V.b	Standardization (Formamide)	
V.b.1	WI 00052XXX stage code 20.60 (1st Working Draft)	2021-04-01
V.b.2	WI 00052XXX stage code 30.99 (doc. for enquiry)	2021-09-01
V.b.3	WI 00052XXX stage code 45.00 (doc. for formal vote)	2022-08-15
VI	Reporting for overall project	
VI.1	Interim Report	2021-02-01
II.a.2	Final Report	2021-08-15

B.2 Tasks of Lead Laboratory 1 (Formamide)

For information only as Lead Laboratory 1 has already been selected in previous consultations/calls for tender.

B.2.1 Tasks

Lead Laboratory 1 will be responsible for developing and validating the test method for Formamide (cut-off limit), which in particular includes:

- provision of an overview of (world-wide) available test methods on Formamide which might be used as a basis for the method development;
- in cooperation with Peer Review Laboratory 1, development of test method(s) for the limit value of Formamide (cut-off limit based on content specified in Commission Directive (EU) 2015/2115);
- application of the test method(s) to reference materials provided by Reference Material Supplier 1 and confirmed by CEN/TC 52/WG 5;
- evaluation of the test method(s) in cooperation with Peer Review Laboratory 1 at levels suitable for checking the compliance with the limit value specified in Commission Directive (EU) 2015/2115;
- in cooperation with the Technical Project Leader and the Statistician, validation of the test method(s) based on the results of Lead Laboratory 1 and Peer Review Laboratory 1 (using cross validation or related procedures);
- in cooperation with the Technical Project Leader, selection of participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, organization of the round robin test for the test method on Formamide (cut-off limit): Around 15 laboratories (validated data of at least 10 laboratories is required) shall apply the new test method(s) on Formamide to reference materials;
- in cooperation with the Technical Project Leader and the Statistician, evaluation and discussion of the results of the round robin test and final adaptation and full validation of the method on Formamide;
- in cooperation with the Technical Project Leader and the Statistician, final validation of the test method(s) for a future European standard based on the results of the Lead Laboratory and the Peer Review Laboratory and/or the round robin test including statistical evaluation;
- participation at meetings of the CEN/TC 52/WG 5 task group;
- presentation and discussion of the results of the validation of the test method on Formamide within the responsible CEN/TC 52/WG 5 task group;
- in cooperation with the Technical Project Leader provision of draft texts for the test method to be incorporated into a future European standard on Formamide (based on a template elaborated in cooperation with the Technical Project Leader and the other Lead Laboratories and approved by CEN/TC 52/WG 5);
- elaboration of up to 5 progress reports on the project with regard to test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.2.2 Time frame

The following time frame applies:

Provision of draft test method in format agreed with Technical Project Leader	2020-12-01
Interim report on test method development	2020-12-01
Method Development with Peer Review Process	2021-02-01
Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
Final report on test method development and validation for EC	2021-05-01
Round robin test	2021-06-01

B.3 Tasks of Peer Review Laboratory 1 (Formamide)

For information only as Peer Review Laboratory 1 has already been selected in previous consultations/calls for tender.

B.3.1 Tasks

Peer Review Laboratory 1 will support Lead Laboratory 1 in the development and validation of test method(s) for Formamide (cut-off limit), which in particular includes:

- support of Lead Laboratory 1 in the development of test method(s) for the limit value of Formamide (cut-off limit based on content specified in Commission Directive (EU) 2015/2115);
- application of the test method(s) to reference materials provided by Reference Material Supplier 1 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test method(s) on Formamide in cooperation with Lead Laboratory 1 at levels suitable for checking the compliance with the limit values specified in Commission Directive (EU) 2015/2115;
- support of Lead Laboratory 1 in the validation of the test method(s) on Formamide using cross validation or related procedures;
- participation in a round robin test on the validation of the test method(s) on Formamide which is organized by Lead Laboratory 1;
- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 1 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.3.2 Time frame

The following time frame applies:

Interim report on test method development	2020-11-01
Method Development with Peer Review Process	2021-02-01
Final report on test method development and validation for EC	2021-04-01
Round robin test	2021-06-01

B.4 Tasks of Reference Material Supplier 1 (Formamide)

B.4.1 Tasks

Reference Material Supplier 1 will be responsible for the following tasks:

- evaluation and provision of reference materials for the test method development on Formamide including the peer review process and the round robin test;
 - the reference material shall be suitable for the validation at the limit value (cut-off limit based on content) specified in Commission Directive (EU) 2015/2115;
 - at least 2 reference materials (presumably foamed plastic (toy) materials) with different concentrations of formamide shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 2 and Peer Review Laboratory 2 to apply and check them during test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Formamide during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably foamed plastic (toy) materials etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 1 and Peer Review Laboratory 1 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

B.4.2 Time frame

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

Note In agreement with the Technical Project Leader and Lead Laboratory 1 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

B.5 Tasks of Lead Laboratory 2 (TCEP and alternative flame retardants)

For information only as Lead Laboratory 2 has already been selected in previous consultations/calls for tender.

B.5.1 Tasks

Lead Laboratory 2 will be responsible for developing and validating the test method for TCEP, TDCP and TCPP, which in particular includes:

- provision of an overview of (world-wide) available test methods on TCEP, TDCP and TCPP which might be used as a basis for the method development;
- in cooperation with Peer Review Laboratory 2, development of test method(s) for the limit values of Tris(2-chlorethyl)phosphate (TCEP), Tris[2-chlor-1- (chlormethyl)ethyl]phosphate (TDCP) and Tris-(2-chlor-1- methylethyl)phosphate (TCPP) (content limits specified in Commission Directive 2014/81/EU);
- application of the test method(s) to reference materials provided by Reference Material Supplier 2 and confirmed by CEN/TC 52/WG 5;
- evaluation of the test method(s) in cooperation with Peer Review Laboratory 2 at levels suitable for checking the compliance with the limit values specified in Commission Directive 2014/81/EU;
- in cooperation with the Technical Project Leader and the Statistician, validation of the test method(s) based on the results of Lead Laboratory 2 and Peer Review Laboratory 2 (using cross validation or related procedures);
- in cooperation with the Technical Project Leader, selection of participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, organization of the round robin test for the test method on TCEP, TDCP and TCPP: Around 20 laboratories (validated data of at least 10 laboratories for each substance is required) shall apply the new test method(s) on TCEP, TDCP and TCPP to reference materials;
- in cooperation with the Technical Project Leader and the Statistician, evaluation and discussion of the results of the round robin test and final adaptation and full validation of the method(s) on TCEP, TDCP and TCPP;
- in cooperation with the Technical Project Leader and the Statistician, final validation of the test method(s) for a future European standard based on the results of the Lead Laboratory and the Peer Review Laboratory and/or the round robin test including statistical evaluation;
- participation at meetings of the CEN/TC 52/WG 5 task group;
- presentation and discussion of the results of the validation of the test method(s) within the responsible CEN/TC 52/WG 5 task group;
- in cooperation with the Technical Project Leader provision of draft texts for the test method to be incorporated into a future European standard on TCEP, TDCP and TCPP (based on a template elaborated in cooperation with the Technical Project Leader and the other Lead Laboratories and approved by CEN/TC 52/WG 5);
- elaboration of up to 5 progress reports on the project with regard to test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.5.2 Time frame

The following time frame applies:

Provision of draft test method in format agreed with Technical Project Leader	2020-12-01
Interim report on test method development	2020-12-01
Method Development with Peer Review Process	2021-02-01
Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
Final report on test method development and validation for EC	2021-05-01
Round robin test	2021-06-01

B.6 Tasks of Peer Review Laboratory 2 (TCEP and alternative flame retardants)

B.6.1 Tasks

Peer Review Laboratory 2 will support Lead Laboratory 2 in the development and validation of test method(s) for TCEP, TDCP and TCPP, which in particular includes:

- support of Lead Laboratory 2 in the development of test method(s) for the limit values of TCEP, TDCP and TCPP (content limits specified in Commission Directive 2014/81/EU);
- application of the test method(s) to reference materials provided by Reference Material Supplier 2 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test method(s) on TCEP and alternative flame retardants in cooperation with Lead Laboratory 2 at levels suitable for checking the compliance with the limit values specified in Commission Directive 2014/81/EU;
- support of Lead Laboratory 2 in the validation of the test method(s) on TCEP and alternative flame retardants using cross validation or related procedures;
- participation in a round robin test on the validation of the test method(s) on TCEP and alternative flame retardants which is organized by Lead Laboratory 2;
- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 2 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.6.2 Time frame

The following time frame applies:

Interim report on test method development	2020-11-01
Method Development with Peer Review Process	2021-02-01
Final report on test method development and validation for EC	2021-04-01
Round robin test	2021-06-01

B.7 Tasks of Reference Material Supplier 2 (TCEP and alternative flame retardants)

B.7.1 Tasks

Reference Material Supplier 2 will be responsible for the following tasks:

- evaluation and provision of reference materials for the test method development on TCEP, TDCP and TCPP including the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit values specified in Commission Directive 2014/81/EU;
 - at least 2 reference materials (presumably polymeric (toy) materials) with different concentrations of TCEP, TCPP and TDCP shall be provided; draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 2 and Peer Review Laboratory 2 to apply and check them during test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on TCEP, TDCP and TCPP during peer review validation and round robin test);

- the concept of reference materials (type of material (presumably polymeric (toy) materials etc.) shall be confirmed by CEN/TC 52/WG 5;
- the (draft) reference materials shall be submitted to Lead Laboratory 2 and Peer Review Laboratory 2 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

B.7.2 Time frame

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

Note In agreement with the Technical Project Leader and Lead Laboratory 2 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

B.8 Tasks of Lead Laboratory 3 (Isothiazolinones)

For information only as Lead Laboratory 3 has already been selected in previous consultations/calls for tender.

B.8.1 Tasks

Lead Laboratory 3 will be responsible for developing and validating the test method for CMI and MI in a ratio of 3:1, the single substances and BIT, which in particular includes:

- provision of an overview of (world-wide) available test methods (e.g. EN 71-10:2005, EN 71-11:2005) on Isothiazolinones which might be used as a basis for the method development;
- in cooperation with Peer Review Laboratory 3, development of test method(s) for the limit values of CMI and MI in a ratio of 3:1, the single substances (content limits in aqueous toy materials specified in Commission Directive (EU) 2015/2117) and BIT (content limit in aqueous toy materials specified in Commission Directive (EU) 2015/2116);
- application of the test method(s) to reference materials provided by Reference Material Supplier 3 and confirmed by CEN/TC 52/WG 5;
- evaluation of the test method(s) in cooperation with Peer Review Laboratory 3 at levels suitable for checking the compliance with the limit values specified in Commission Directives (EU) 2015/2116 and 2015/2117, respectively;
- in cooperation with the Technical Project Leader and the Statistician, validation of the test method(s) based on the results of Lead Laboratory 3 and Peer Review Laboratory 3 (using cross validation or related procedures);
- in cooperation with the Technical Project Leader, selection of participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, organization of the round robin test for the test method on Isothiazolinones: Around 20 laboratories (validated data of at least 10 laboratories for each substance is required) shall apply the new test method(s) on Isothiazolinones to reference materials;
- in cooperation with the Technical Project Leader and the Statistician, evaluation and discussion of the results of the round robin test and final adaptation and full validation of the method;
- in cooperation with the Technical Project Leader and the Statistician, final validation of the test method(s) for a future European standard based on the results of the Lead Laboratory and the Peer Review Laboratory and/or the round robin test including statistical evaluation;
- participation at meetings of the CEN/TC 52/WG 5 task group;

- presentation and discussion of the results of the validation of the test method(s) on Isothiazolinones within the responsible CEN/TC 52/WG 5 task group;
- in cooperation with the Technical Project Leader provision of draft texts for the test method to be incorporated into a future European standard on Isothiazolinones (based on a template elaborated in cooperation with the Technical Project Leader and the other Lead Laboratories and approved by CEN/TC 52/WG 5);
- elaboration of up to 5 progress reports on the project with regard to test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.8.2 Time frame

The following time frame applies:

Provision of draft test method in format agreed with Technical Project Leader	2020-12-01
Interim report on test method development	2020-12-01
Method Development with Peer Review Process	2021-02-01
Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
Final report on test method development and validation for EC	2021-05-01
Round robin test	2021-06-01

B.9 Tasks of Peer Review Laboratory 3 (Isothiazolinones)

For information only as Peer Review Laboratory 3 has already been selected in previous consultations/calls for tender.

B.9.1 Tasks

Peer Review Laboratory 3 will support Lead Laboratory 3 in the development and validation of test method(s) for CMI and MI in a ratio of 3:1, the single substances and BIT, which in particular includes:

- support of Lead Laboratory 3 in the development of test method(s) for the limit values of CMI and MI in a ratio of 3:1, the single substances and BIT (content limits in aqueous toy materials specified in Commission Directives (EU) 2015/2116 and 2015/2117, respectively);
- application of the test method(s) to reference materials provided by Reference Material Supplier 3 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test method(s) on Isothiazolinones in cooperation with Lead Laboratory 3 at levels suitable for checking the compliance with the limit values specified in Commission Directives (EU) 2015/2116 and 2015/2117, respectively;
- support of Lead Laboratory 3 in the validation of the test method(s) on Isothiazolinones using cross validation or related procedures;
- participation in a round robin test on the validation of the test method(s) on Isothiazolinones which is organized by Lead Laboratory 3;
- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 3 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.9.2 Time frame

The following time frame applies:

Interim report on test method development	2020-11-01
Method Development with Peer Review Process	2021-02-01
Final report on test method development and validation for EC	2021-04-01
Round robin test	2021-06-01

B.10 Tasks of Reference Material Supplier 3 (Isothiazolinones)

B.10.1 Tasks

Reference Material Supplier 3 will be responsible for the following tasks:

- evaluation and provision of reference materials for the test method development on CMI and MI in a ratio of 3:1, the single substances and BIT including the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit values specified in Commission Directive (EU) 2015/2116 and 2015/2117, respectively;
 - at least 2 reference materials (presumably aqueous (toy) materials) with different concentrations of MI, CMI and BIT shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 3 and Peer Review Laboratory 3 to apply and check them during test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Isothiazolinones during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably aqueous (toy) materials etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 3 and Peer Review Laboratory 3 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

B.10.2 Time frame

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

Note In agreement with the Technical Project Leader and Lead Laboratory 3 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

B.11 Tasks of Lead Laboratory 4 (Phenol)

B.11.1 Tasks

Lead Laboratory 4 will be responsible for developing and validating the test methods for Phenol, which in particular includes:

- provision of an overview of (world-wide) available test methods on Phenol which might be used as a basis for the method development;
- investigation of migration conditions in particular with regard to the migration liquid and temperature using draft reference materials (exact scheme for investigation (applicable for Phenol and Bisphenol A) to be elaborated in consultation with Technical Project Leader and Lead Laboratory 5 and agreed on by CEN/TC 52/WG 5 based on scheme in Annex F);
- in cooperation with Peer Review Laboratory 4, development of test methods for the limit values of Phenol (in polymeric materials (migration limit) and as a preservative (content limit) specified in Commission Directive (EU) 2017/774);
- application of the test methods to reference materials provided by Reference Material Supplier 4 and confirmed by CEN/TC 52/WG 5;
- evaluation of the test method(s) on Phenol in cooperation with Peer Review Laboratory 4 at levels suitable for checking the compliance with the limit values specified in Commission Directive (EU) 2017/774;

- in cooperation with the Technical Project Leader and the Statistician, validation of the test methods based on the results of Lead Laboratory 4 and Peer Review Laboratory 4 (using cross validation or related procedures);
- in cooperation with the Technical Project Leader, selection of participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, organization of the round robin test for the test methods on Phenol (migration and content): Around 20 laboratories (validated data of at least 10 laboratories for each test method is required) shall apply the new test methods to reference materials;
- in cooperation with the Technical Project Leader and the Statistician, evaluation and discussion of the results of the round robin test and final adaptation and full validation of the method;
- in cooperation with the Technical Project Leader and the Statistician, final validation of the test method(s) for a future European standard based on the results of the Lead Laboratory and the Peer Review Laboratory and/or the round robin test including statistical evaluation;
- participation at meetings of the CEN/TC 52/WG 5 task group;
- presentation and discussion of the results of the validation of the test methods on Phenol within the responsible CEN/TC 52/WG 5 task group;
- in cooperation with the Technical Project Leader provision of draft texts for the test methods to be incorporated into a future European standard on Phenol (based on a template elaborated in cooperation with the Technical Project Leader and the other Lead Laboratories and approved by CEN/TC 52/WG 5);
- elaboration of up to 5 progress reports on the project with regard to test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.11.2 Time frame

The following time frame applies:

Study on migration conditions	2020-11-01
Report on study on migration conditions	2020-11-15
Provision of draft test method in format agreed with Technical Project Leader	2021-01-01
Interim report on test method development	2021-01-01
Method Development with Peer Review Process	2021-03-01
Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
Final report on test method development and validation for EC	2021-06-01
Round robin test	2021-07-01

B.12 Tasks of Peer Review Laboratory 4 (Phenol)

B.12.1 Tasks

Peer Review Laboratory 4 will support Lead Laboratory 4 in the development and validation of test methods for Phenol, which in particular includes:

- support of Lead Laboratory 4 in the development of test methods for the limit value of Phenol (in polymeric materials (migration limit) and as a preservative (content limit) specified in Commission Directive (EU) 2017/774);
- application of the test methods to reference materials provided by Reference Material Supplier 4 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test methods on Phenol in cooperation with Lead Laboratory 4 at levels suitable for checking the compliance with the limit values specified in Commission Directive (EU) 2017/774;
- support of Lead Laboratory 4 in the validation of the test methods on Phenol using cross validation or related procedures;
- participation in a round robin test on the validation of the test methods on Phenol which is organized by Lead Laboratory 4;

- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 4 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.12.2 Time frame

The following time frame applies:

Interim report on test method development	2020-12-01
Method Development with Peer Review Process	2021-03-01
Final report on test method development and validation for EC	2021-05-01
Round robin test	2021-07-01

B.13 Tasks of Reference Material Supplier 4 (Phenol)

B.13.1 Tasks

Reference Material Supplier 4 will be responsible for the following tasks:

- evaluation and provision of reference materials for the test method development on Phenol including the investigation on migration conditions, the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit values (content and migration) specified in Commission Directive (EU) 2017/774;
 - at least 5 reference materials (presumably 2 water-based (toy) materials (content method) and 3 polymeric (toy) materials (2 x plastic, 1 x paper/paper board) (method: migration)) with different concentrations of Phenol shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 4 and Peer Review Laboratory 4 to apply and check them during study of migration conditions and test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Phenol (migration and content) during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably 2 water-based (toy) materials (content method) and 3 polymeric (toy) materials (2 x plastic, 1 x paper/paper board) (method: migration) etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 4 and Peer Review Laboratory 4 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

B.13.2 Time frame

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

Note In agreement with the Technical Project Leader and Lead Laboratory 4 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

B.14 Tasks of Lead Laboratory 5 (Bisphenol A)

For information only as Lead Laboratory 5 has already been selected in previous consultations/calls for tender.

B.14.1 Tasks

Lead Laboratory 5 will be responsible for developing and validating the test method for Bisphenol A, which in particular includes:

- provision of an overview of (world-wide) available test methods on Bisphenol A which might be used as a basis for the method development;
- investigation of migration conditions in particular with regard to the migration liquid and temperature using draft reference materials (exact scheme for investigation (applicable for Phenol and Bisphenol A) to be elaborated in consultation with Technical Project Leader and Lead Laboratory 4 and agreed on by CEN/TC 52/WG 5 based on scheme in Annex F);
- in cooperation with Peer Review Laboratory 5, development of a test method for the limit value of Bisphenol A (migration limit specified in Commission Directive (EU) 2017/898);
- application of the test method to reference materials provided by Reference Material Supplier 5 and confirmed by CEN/TC 52/WG 5;
- evaluation of the test method on Bisphenol A in cooperation with Peer Review Laboratory 5 at levels suitable for checking the compliance with the limit value specified in Commission Directive (EU) 2017/898;
- in cooperation with the Technical Project Leader and the Statistician, validation of the test method based on the results of Lead Laboratory 5 and Peer Review Laboratory 5 (using cross validation or related procedures);
- in cooperation with the Technical Project Leader, selection of participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, organization of the round robin test for the test method on Bisphenol A: Around 15 laboratories (validated data of at least 10 laboratories is required) shall apply the new test method on Bisphenol A to reference materials;
- in cooperation with the Technical Project Leader and the Statistician, evaluation and discussion of the results of the round robin test and final adaptation and full validation of the method on Bisphenol A;
- in cooperation with the Technical Project Leader and the Statistician, final validation of the test method for a future European standard based on the results of the Lead Laboratory and the Peer Review Laboratory and/or the round robin test including statistical evaluation;
- participation at meetings of the CEN/TC 52/WG 5 task group;
- presentation and discussion of the results of the validation of the test method on Bisphenol A within the responsible CEN/TC 52/WG 5 task group;
- in cooperation with the Technical Project Leader provision of draft texts for the test method to be incorporated into a future European standard on Bisphenol A (based on a template elaborated in cooperation with the Technical Project Leader and the other Lead Laboratories and approved by CEN/TC 52/WG 5);
- elaboration of up to 5 progress reports on the project with regard to test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.14.2 Time frame

The following time frame applies:

Study on migration conditions	2020-11-01
Report on study on migration conditions	2020-11-15
Provision of draft test method in format agreed with Technical Project Leader	2021-01-01
Interim report on test method development	2021-01-01
Method Development with Peer Review Process	2021-03-01
Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
Final report on test method development and validation for EC	2021-06-01
Round robin test	2021-07-01

B.15 Tasks of Peer Review Laboratory 5 (Bisphenol A)

For information only as Peer Review Laboratory 5 has already been selected in previous consultations/calls for tender.

B.15.1 Tasks

Peer Review Laboratory 5 will support Lead Laboratory 5 in the development and validation of the test method for Bisphenol A, which in particular includes:

- support of Lead Laboratory 5 in the development of a test method for the limit value of Bisphenol A (migration limit specified in Commission Directive (EU) 2017/898);
- application of the test method to reference materials provided by Reference Material Supplier 5 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test method on Bisphenol A in cooperation with Lead Laboratory 5 at levels suitable for checking the compliance with the limit values specified in Commission Directive (EU) 2017/898;
- support of Lead Laboratory 5 in the validation of the test method on Bisphenol A using cross validation or related procedures;
- participation in a round robin test on the validation of the test method on Bisphenol A which is organized by Lead Laboratory 5;
- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 5 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

B.15.2 Time frame

The following time frame applies:

Interim report on test method development	2020-12-01
Method Development with Peer Review Process	2021-03-01
Final report on test method development and validation for EC	2021-05-01
Round robin test	2021-07-01

B.16 Tasks of Reference Material Supplier 5 (Bisphenol A)

B.16.1 Tasks

Reference Material Supplier 5 will be responsible for the following tasks:

- evaluation and provision of reference materials for the test method development on Bisphenol A including the investigation on migration conditions, the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit value specified in Commission Directive (EU) 2017/898;
 - at least 3 reference materials (presumably polymeric (toy) materials (2 x plastic, 1 x paper/paper board, method: migration)) with different concentrations of Bisphenol A shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 5 and Peer Review Laboratory 5 to apply and check them during study of migration conditions and test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Bisphenol A (migration) during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably polymeric (toy) materials (2 x plastic, 1 x paper/paper board, method: migration)) etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 5 and Peer Review Laboratory 5 (coordination by Technical Project Leader);

- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

B.16.2 Time frame

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

Note In agreement with the Technical Project Leader and Lead Laboratory 5 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

B.17 Tasks of Statistician

For information only as the Statistician has already been selected in previous consultations/calls for tender.

B.17.1 Tasks

The Statistician participates in the method development and validation and will, in particular, carry out the following tasks:

- in cooperation with the Task Group Convenor (Technical Project Leader) and the Lead Laboratories, validation of the test method(s) based on the results of the Lead Laboratories and the Peer Review Laboratories (using cross validation or related procedures);
- assist the Technical Project Leader and Lead Laboratories in the planning of the round robin tests for the test methods for the five standards;
- attend preparatory meetings of the responsible CEN/TC 52/WG 5 task group related to the round robin tests on the various test methods;
- in cooperation with the Technical Project Leader and the Lead Laboratories, preparation of a questionnaires for the participants of the round robin tests;
- in cooperation with the Technical Project Leader and the Lead Laboratories, organization of the round robin tests: For each round robin test around 15 – 20 laboratories (validated data of at least 10 laboratories for each substance/test method is required) shall apply the new test method(s) to reference materials;
- in cooperation with Technical Project Leader and the Lead Laboratories, statistical evaluation of the round robin tests on the test methods for the five standards;
- statistical support, especially for the validation of data on repeatability and reproducibility of the methods for all substances and for providing advice to the Lead Laboratories and the Technical Project Leader in conducting any work which may require statistical advice as well as providing advice in the evaluation of reference materials;
- discussion of the results of the statistical evaluation of the round robin test within CEN/TC 52/WG 5 and/or the responsible CEN/TC 52/WG 5 task group and final adaptation and validation of the method;
- in cooperation with the Technical Project Leader and the Lead Laboratories, final validation of the respective test methods based on the results of all validation data (peer review processes and round robin tests);
- preparation of reports on the statistical evaluation of the round robin tests addressed to Technical Project Leader, the respective Lead Laboratory and CEN/TC 52/WG 5.

B.17.2 Time frame

The following timeframes apply to the 5 different subprojects:

I Validation of test methods in round robin test (Formamide)

I.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
-----	--	------------

I.2	Method validation in Peer Review Process	2021-02-01
I.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
I.4	Round robin test	2021-06-01
I.5	Final report on statistical evaluation	2021-07-01
II	Validation of test methods in round robin test (TCEP and alternative flame retardants)	
II.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
II.2	Method validation in Peer Review Process	2021-02-01
II.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
II.4	Round robin test	2021-06-01
II.5	Final report on statistical evaluation	2021-07-01
III	Validation of test methods in round robin test (Isothiazolinones)	
III.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
III.2	Method validation in Peer Review Process	2021-02-01
III.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
III.4	Round robin test	2021-06-01
III.5	Final report on statistical evaluation	2021-07-01
IV	Validation of test methods in round robin test (Phenol)	
IV.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
IV.2	Method validation in Peer Review Process	2021-03-01
IV.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
IV.4	Round robin test	2021-07-01
IV.5	Final report on statistical evaluation	2021-07-15
V	Validation of test methods in round robin test (Bisphenol A)	
V.1	Approval of procedure for statistical evaluation by CEN/TC 52/WG 5	2020-11-01
V.2	Method validation in Peer Review Process	2021-03-01
V.3	Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
V.4	Round robin test	2021-07-01
V.5	Final report on statistical evaluation	2021-07-15

Annex C

Declaration of Veracity

I, the undersigned, acting as duly authorized representative of

<<*name of the Organisation*>>

hereby declare that none of the exclusion criteria as stated under section V of the Call for Tender apply.

In particular, I certify that

<<*name of the Organisation*>>

is

- not the subject of a non-likely judgement of recourse for a professional infringement,
- not in an irregular tax situation or in an irregular special taxation situation.

On behalf of

<<*name of the Organisation*>>

I certify that any and all information provided in the tender documents submitted is complete and correct.

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

(Date, Signature of authorized representative)

Annex D

Declaration of Complete Documentation

The following documents were submitted with the tender:

- Curriculum Vitae of each relevant person participating in the project, demonstrating the necessary expertise
- A time schedule and a detailed description of the execution of the tasks which will be carried out in the project
- A table in the format given in **Annex A** with detailed information on the costs of e.g. travel expenses etc.
- 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 of Veracity in the form of **Annex C**
- This present Declaration of Complete Documentation enumerating all documents necessary to be submitted with a tender

(Date, Signature of authorized representative)

Annex E

Overview on European Directives relevant for this project

Directive	Substance	CAS No	Limit value specified in the relevant Directive
Commission Directive 2014/79/EU	Tris(2-chlorethyl)phosphate (TCEP)	115-96-8	5 mg/kg (content limit)
	Tris-(2-chlor-1-methylethyl)phosphate (TCPP)	13674-84-5	5 mg/kg (content limit)
	Tris[2-chlor-1-(chlormethyl)ethyl]phosphate (TDCP)	13674-87-8	5 mg/kg (content limit)
Commission Directive (EU) 2015/2115	Formamide	75-12-7	20 µg/m ³ (emission limit) after a maximum of 28 days from commencement of the emission testing of foam toy materials containing more than 200 mg/kg (cut-off limit based on content) ³
Commission Directive (EU) 2015/2116	1,2-benzisothiazol-3(2H)-one	2634-33-5	5 mg/kg (content limit) in aqueous toy materials, in accordance with the methods laid down in EN 71-10:2005 and EN 71-11:2005
Commission Directive (EU) 2015/2117	reaction mass of: 5-chloro-2- methyl-4-isothiazolin- 3-one [EC no. 247-500-7] and 2-methyl-2H -isothiazol-3-one [EC no. 220-239-6] (3:1)	55965-84-9	1 mg/kg (content limit) in aqueous toy materials
	5-Chloro-2-methyl-isothiazolin-3(2H)-one	26172-55-4	0,75 mg/kg (content limit) in aqueous toy materials
	2-methylisothiazolin-3(2H)-one	2682-20-4	0,25 mg/kg (content limit) in aqueous toy materials'
Commission Directive (EU) 2017/774	Phenol	108-95-2	5 mg/l (migration limit) in polymeric materials in accordance with the methods laid down in EN 71-10:2005 and EN 71-11:2005 10 mg/kg (content limit) as a preservative in accordance with the methods laid down in EN 71-10:2005 and EN 71-11:2005
Commission Directive (EU) 2017/898	Bisphenol A	80-05-7	0,04 mg/l (migration limit) in accordance with the methods laid down in EN 71-10:2005 and EN 71-11:2005

³ Only the cut-off limit based on content is relevant for this project.

Annex F

Draft schedule for study of migration conditions for Phenol and Bisphenol A

This draft schedule for the study of migration conditions for Phenol and Bisphenol A will be modified/confirmed by the Technical Project Leader and Lead Laboratories 4 and 5. Afterwards the final schedule has to be approved by CEN/TC 52/WG 5.

Table : Draft for test of different migration liquids (ML) and conditions on the migration of Phenol and Bisphenol A from 2 types of toy materials (plastic and paper), (further condition: horizontal shaking)

		Migration liquid				
		ML1: saliva acc. DIN 55160-1 (pH 6,8)	ML2a: 10 % alcohol in water, starting pH 5	ML2b: 10% alcohol in water, starting pH 8	ML3a: water, pH 5	ML3b: water, pH 8
Temperature & interfering additives	Pure liquid, T= 20 °C					
	Pure liquid, T= 37 °C					
	Liquid with 0,1 m /l Ca-Ion, T= 20 °C					
	Liquid with 0,1 m/l Al-Ion, T=20 °C					

Annex G

Draft Service Contract

G.1 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as Reference Material Supplier 1 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Report on elaboration of reference materials;*
- *Reference materials for the development and validation of the test method for WI WI 00052128 EN 71-aa, Safety of toys – Part aa: Formamide in foamed toy materials.*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- evaluation and provision of reference materials for the test method development on Formamide including the peer review process and the round robin test;
 - the reference material shall be suitable for the validation at the limit value (cut-off limit based on content) specified in Commission Directive (EU) 2015/2115;
 - at least 2 reference materials (presumably foamed plastic (toy) materials) with different concentrations of formamide) shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 2 and Peer Review Laboratory 2 to apply and check them during test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Formamide during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably foamed plastic (toy) materials etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 1 and Peer Review Laboratory 1 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

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.

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.

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

In agreement with the Technical Project Leader and Lead Laboratory 1 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Confirmation of concept on reference materials	up to 15 % of above sum;
Step 2: Provision of draft reference materials (working materials)	up to 20 % of above sum;
Step 3: Provision of reference materials	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

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]

€ (EUR) Account No ...

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 work performed clearly stating the extent to which the tasks have been fulfilled.

The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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 reinstatement 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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.2 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as Peer Review Laboratory 2 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Interim and final report on test method development and validation.*

The CONTRACTOR is also tasked to support the Lead Laboratory 2 in the development and validation of the test method for TCEP, TDCEP and TCPEP.

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- support of Lead Laboratory 2 in the development of test method(s) for the limit values of TCEP, TDCP and TCPP (content limits specified in Commission Directive 2014/81/EU);
- application of the test method(s) to reference materials provided by Reference Material Supplier 2 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test method(s) on TCEP and alternative flame retardants in cooperation with Lead Laboratory 2 at levels suitable for checking the compliance with the limit values specified in Commission Directive 2014/81/EU;
- support of Lead Laboratory 2 in the validation of the test method(s) on TCEP and alternative flame retardants using cross validation or related procedures;
- participation in a round robin test on the validation of the test method(s) on TCEP and alternative flame retardants which is organized by Lead Laboratory 2;
- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 2 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

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.

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.

The following time frame applies:

Interim report on test method development	2020-11-01
Method Development with Peer Review Process	2021-02-01
Final report on test method development and validation for EC	2021-04-01
Round robin test	2021-05-01

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Interim report on test method development	up to 15 % of above sum;
Step 2: Method validation in Peer Review Process	up to 20 % of above sum;
Step 3: Final Report on test method development	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

In case that certain reference materials are not available, e.g. if the Reference Material Supplier fails in providing (parts of) the reference materials, and, consequently, the Peer Review Laboratory cannot carry out the related tasks completely, the budget specified in this contract for method development and validation will be reduced by 10 %.

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]

€ (EUR) Account No ...

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 work performed clearly stating the extent to which the tasks have been fulfilled.

The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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 reinstatement 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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.3 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as a Reference Material Supplier 2 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Report on elaboration of reference materials;*
- *Reference materials for the development and validation of the test method for WI 00052133 EN 71-bb Safety of toys – Part bb: TCEP and alternative flame retardants.*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- evaluation and provision of reference materials for the test method development on TCEP, TDCP and TCPP including the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit values specified in Commission Directive 2014/81/EU;
 - at least 2 reference materials (presumably polymeric (toy) materials) with different concentrations of TCEP, TCPP and TDCP) shall be provided; draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 2 and Peer Review Laboratory 2 to apply and check them during test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on TCEP, TDCP and TCPP during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably polymeric (toy) materials etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 2 and Peer Review Laboratory 2 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

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.

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.

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

In agreement with the Technical Project Leader and Lead Laboratory 2 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Confirmation of concept on reference materials	up to 15 % of above sum;
Step 2: Provision of draft reference materials (working materials)	up to 20 % of above sum;
Step 3: Provision of reference materials	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

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]

€ (EUR) Account No ...

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 a declaration of the work performed clearly stating the extent to which the tasks have been fulfilled.

The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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 reinstatement 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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.4 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as a Reference Material Supplier 3 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Report on elaboration of reference materials;*
- *Reference materials for the development and validation of the test method for WI 00052134 EN 71-cc Safety of toys – Part cc: Isothiazolinones in aqueous (toy) materials.*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- evaluation and provision of reference materials for the test method development on CMI and MI in a ratio of 3:1, the single substances and BIT including the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit values specified in Commission Directive (EU) 2015/2116 and 2015/2117, respectively;
 - at least 2 reference materials (presumably aqueous (toy) materials) with different concentrations of MI, CMI and BIT) shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 3 and Peer Review Laboratory 3 to apply and check them during test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Isothiazolinones during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably aqueous (toy) materials etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 3 and Peer Review Laboratory 3 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

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.

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.

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

In agreement with the Technical Project Leader and Lead Laboratory 3 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Confirmation of concept on reference materials	up to 15 % of above sum;
Step 2: Provision of draft reference materials (working materials)	up to 20 % of above sum;
Step 3: Provision of reference materials	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

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.

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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

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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

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8. Copyright

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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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.5 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as a Lead Laboratory 4 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01. It is tasked to produce the following deliverable:

- *Validated test methods for the following future standard*
 - *WI 00052135 EN 71-dd Safety of toys – Part dd: Phenol*
- *Interim and final report on test method development and validation.*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- provision of an overview of (world-wide) available test methods on Phenol which might be used as a basis for the method development;
- investigation of migration conditions in particular with regard to the migration liquid and temperature using draft reference materials (exact scheme for investigation (applicable for Phenol and Bisphenol A) to be elaborated in consultation with Technical Project Leader and Lead Laboratory 5 and agreed on by CEN/TC 52/WG 5 based on scheme in Annex 2);
- in cooperation with Peer Review Laboratory 4, development of test methods for the limit values of Phenol (in polymeric materials (migration limit) and as a preservative (content limit) specified in Commission Directive (EU) 2017/774);
- application of the test methods to reference materials provided by Reference Material Supplier 4 and confirmed by CEN/TC 52/WG 5;
- evaluation of the test method(s) on Phenol in cooperation with Peer Review Laboratory 4 at levels suitable for checking the compliance with the limit values specified in Commission Directive (EU) 2017/774;
- in cooperation with the Technical Project Leader and the Statistician, validation of the test methods based on the results of Lead Laboratory 4 and Peer Review Laboratory 4 (using cross validation or related procedures);
- in cooperation with the Technical Project Leader, selection of participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, preparation of a questionnaire for the participants of the round robin test;
- in cooperation with the Technical Project Leader and the Statistician, organization of the round robin test for the test methods on Phenol (migration and content): Around 20 laboratories (validated data of at least 10 laboratories for each test method is required) shall apply the new test methods to reference materials;
- in cooperation with the Technical Project Leader and the Statistician, evaluation and discussion of the results of the round robin test and final adaptation and full validation of the method;
- in cooperation with the Technical Project Leader and the Statistician, final validation of the test method(s) for a future European standard based on the results of the Lead Laboratory and the Peer Review Laboratory and/or the round robin test including statistical evaluation;
- participation at meetings of the CEN/TC 52/WG 5 task group;
- presentation and discussion of the results of the validation of the test methods on Phenol within the responsible CEN/TC 52/WG 5 task group;
- in cooperation with the Technical Project Leader provision of draft texts for the test methods to be incorporated into a future European standard on Phenol (based on a template elaborated in cooperation with the Technical Project Leader and the other Lead Laboratories and approved by CEN/TC 52/WG 5);
- elaboration of up to 5 progress reports on the project with regard to test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

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.

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.

The following time frame applies:

Study on migration conditions	2020-11-01
Report on study on migration conditions	2020-11-15
Provision of draft test method in format agreed with Technical Project Leader	2021-01-01
Interim report on test method development	2021-01-01
Method Development with Peer Review Process	2021-03-01
Confirmation of questionnaire by CEN/TC 52/WG 5	2021-03-01
Final report on test method development and validation for EC	2021-06-01
Round robin test	2021-07-01

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.

<< The following paragraph applies only to subcontractors not established in the EEA >>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Interim report on test method development	up to 15 % of above sum;
Step 2: Method validation in Peer Review Process	up to 20 % of above sum;
Step 3: Final Report on test method development	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

In case that certain reference materials are not available, e.g. if the Reference Material Supplier fails in providing (parts of) the reference materials, and, consequently, the Lead Laboratory cannot carry out the related tasks completely, the budget specified in this contract for method development and validation will be reduced as follows:

- 10 % if only parts of the reference materials have been provided;
- 20 % if no reference materials have been provided.

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]

€ (EUR) Account No ...

IBAN (International Bank Account Number): ...

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

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The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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 reinstatement 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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.6 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as Peer Review Laboratory 4 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Interim and final report on test method development and validation.*

The CONTRACTOR is also tasked to support the Lead Laboratory 4 in the development and validation of the test method for Phenol.

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- support of Lead Laboratory 4 in the development of test methods for the limit value of Phenol (in polymeric materials (migration limit) and as a preservative (content limit) specified in Commission Directive (EU) 2017/774);
- application of the test methods to reference materials provided by Reference Material Supplier 4 and confirmed by CEN/TC 52/WG 5;
- evaluation and improvement of the test methods on Phenol in cooperation with Lead Laboratory 4 at levels suitable for checking the compliance with the limit values specified in Commission Directive (EU) 2017/774;
- support of Lead Laboratory 4 in the validation of the test methods on Phenol using cross validation or related procedures;
- participation in a round robin test on the validation of the test methods on Phenol which is organized by Lead Laboratory 4;
- delivery of the required test data on all actions to Technical Project Leader, Lead Laboratory 4 and Statistician;
- elaboration of up to 5 progress reports on the test method development and validation addressed to the Technical Project Leader and CEN/TC 52/WG 5 including an interim and a final report.

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.

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.

The following time frame applies:

Interim report on test method development	2020-12-01
Method Development with Peer Review Process	2021-03-01
Final report on test method development and validation for EC	2021-05-01
Round robin test	2021-07-01

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Interim report on test method development	up to 15 % of above sum;
Step 2: Method validation in Peer Review Process	up to 20 % of above sum;
Step 3: Final Report on test method development	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

In case that certain reference materials are not available, e.g. if the Reference Material Supplier fails in providing (parts of) the reference materials, and, consequently, the Peer Review Laboratory cannot carry out the related tasks completely, the budget specified in this contract for method development and validation will be reduced by 10 %.

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]

€ (EUR) Account No ...

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 work performed clearly stating the extent to which the tasks have been fulfilled.

The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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 reinstatement 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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.7 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as a Reference Material Supplier 4 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Report on elaboration of reference materials;*
- *Reference materials for the development and validation of the test method for WI 00052135 EN 71-dd Safety of toys – Part dd: Phenol.*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- evaluation and provision of reference materials for the test method development on Phenol including the investigation on migration conditions, the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit values (content and migration) specified in Commission Directive (EU) 2017/774;
 - at least 5 reference materials (presumably 2 water-based (toy) materials (content method) and 3 polymeric (toy) materials (2 x plastic, 1 x paper/paper board) (method: migration)) with different concentrations of Phenol shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 4 and Peer Review Laboratory 4 to apply and check them during study of migration conditions and test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Phenol (migration and content) during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably 2 water-based (toy) materials (content method) and 3 polymeric (toy) materials (2 x plastic, 1 x paper/paper board) (method: migration) etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 4 and Peer Review Laboratory 4 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

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.

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.

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

In agreement with the Technical Project Leader and Lead Laboratory 4 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Confirmation of concept on reference materials	up to 15 % of above sum;
Step 2: Provision of draft reference materials (working materials)	up to 20 % of above sum;
Step 3: Provision of reference materials	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

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]

€ (EUR) Account No ...

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 work performed clearly stating the extent to which the tasks have been fulfilled.

The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

G.8 DRAFT Service contract

Between

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

and

Details of selected subcontractor
hereinafter referred to as the "CONTRACTOR"

Introduction

The European Commission/EFTA has decided to fund SA/CEN/2018-06 "Safety of toys". This project is dealt with by CEN/TC 52/WG 5 "Safety of toys – Chemical Properties", the secretariat of which is held by DIN. DIN assures the organizational coordination work on behalf of CEN/TC 52/WG 5.

1. Object of the Service contract

The CONTRACTOR agrees that it will participate as Reference Material Supplier 5 for the duration of the project starting from the conclusion of this service contract and finishing by 2022-08-01 It is tasked to produce the following deliverable:

- *Report on elaboration of reference materials;*
- *Reference materials for the development and validation of the test method for WI 00052136 EN 71-ee Safety of toys – Part ee: Bisphenol A.*

2. Duties of the CONTRACTOR

The CONTRACTOR's duties will include:

- evaluation and provision of reference materials for the test method development on Bisphenol A including the investigation on migration conditions, the peer review process and the round robin test:
 - the reference materials shall be suitable for the validation at the limit value specified in Commission Directive (EU) 2017/898;
 - at least 3 reference materials (presumably polymeric (toy) materials (2 x plastic, 1 x paper/paper board, method: migration)) with different concentrations of Bisphenol A shall be provided; additionally, draft reference materials (working materials) shall be provided at an earlier stage to allow Lead Laboratory 5 and Peer Review Laboratory 5 to apply and check them during study of migration conditions and test method development;
 - the reference materials shall be sufficiently homogenous and stable for the purpose of the project (development and validation of test methods on Bisphenol A (migration) during peer review validation and round robin test);
 - the concept of reference materials (type of material (presumably polymeric (toy) materials (2 x plastic, 1 x paper/paper board, method: migration)) etc.) shall be confirmed by CEN/TC 52/WG 5;
 - the (draft) reference materials shall be submitted to Lead Laboratory 5 and Peer Review Laboratory 5 (coordination by Technical Project Leader);
- provision of information on the reference materials which are relevant for the test method development/validation including in particular homogeneity and stability data (progress reports during the project, e.g. for task group meetings, and a final report after delivery of reference materials).

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.

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.

The following time frame applies:

Confirmation of concept on reference materials	2020-04-01
Provision of draft reference materials (working materials)	2020-08-01
Provision of reference materials	2020-11-01

In agreement with the Technical Project Leader and Lead Laboratory 5 the date for delivery of the reference materials for the round robin test may be adapted e.g. in order to avoid long term stability problems.

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.

<< The following paragraph applies only to subcontractors not established in the EEA:>>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 sum of xxx €. Invoicing shall be done as follows:

Step 1: Confirmation of concept on reference materials	up to 15 % of above sum;
Step 2: Provision of draft reference materials (working materials)	up to 20 % of above sum;
Step 3: Provision of reference materials	up to 40 % of above sum;
Step 4: Acceptance of draft standard in Formal Vote	the remaining balance.

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]

€ (EUR) Account No ...

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 work performed clearly stating the extent to which the tasks have been fulfilled.

The declaration:

- must be signed;
- must specify the period within which the tasks were performed.

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 reinstatement 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:

Mr Sebastian Lentz, Secretary of CEN/TC 52/WG 5, Phone: +49 30 2601-2715
email: sebastian.lentz@din.de

All invoices to DIN shall be addressed as follows:

DIN Deutsches Institut für Normung e. V.
Buchhaltung
Am DIN-Platz
10772 Berlin

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. If DIN gives such written consent, the CONTRACTOR shall ensure that any such subcontractor is aware of its duties and adheres to all requirements of this Service contract.

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
(Stamp)

.....
<<Name, Position>>
(Stamp)

(Date)

(Date)

.....
i. V. Reiner Hager
Head of Technical Group 1.4

(Date)

Annex 1 EC Mandatory Content of an Invoice

Content of an invoice – 2016-03-14 – EC DG GROW

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: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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 	<p>Where an exemption is involved or where the customer is liable to pay the tax further information should be given accordingly :</p> <ul style="list-style-type: none"> • 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 <p>OR</p> <ul style="list-style-type: none"> • 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 <p>OR</p> <ul style="list-style-type: none"> • 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
	<p>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:</p> <p>Obligation to mention the amounts on the invoice in the local currency</p>
	<p>For Bulgaria, Greece, Hungary, Lithuania, Poland, Romania, UK:</p> <p>Obligation to issue the invoice in one of the official languages</p>

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

Annex 2

Draft schedule for study of migration conditions for Phenol and Bisphenol A

This draft schedule for the study of migration conditions for Phenol and Bisphenol A will be modified/confirmed by the Technical Project Leader and Lead Laboratories 4 and 5. Afterwards the final schedule has to be approved by CEN/TC 52/WG 5.

Table: Draft for test of different migration liquids (ML) and conditions on the migration of Phenol and Bisphenol A from 2 types of toy materials (plastic and paper), (further condition: horizontal shaking)

		Migration liquid				
		ML1: saliva acc. DIN 55160-1 (pH 6,8)	ML2a: 10 % alcohol in water, starting pH 5	ML2b: 10% alcohol in water, starting pH 8	ML3a: water, pH 5	ML3b: water, pH 8
Temperature & interfering additives	Pure liquid, T= 20 °C					
	Pure liquid, T= 37 °C					
	Liquid with 0,1 m /l Ca-Ion, T= 20 °C					
	Liquid with 0,1 m/l Al-Ion, T=20 °C					