



Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma  
MEM-TP

***FINANCIAL & ADMINISTRATIVE  
FINAL REPORT  
Deliverable 10***

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# 1 Administrative and legal subjects

## 1.1 Introduction and inner workings

The legal basis of the agreement was the Service Contract Lumber 2013 62 09 signed between The Executive Agency for Health and Consumers (EAHC), from the Commission of the European Union, and the members of the Consortium: Escuela Andaluza de Salud Pública (EASP) as leader, Faculty of Health and Medical Sciences, University of Copenhagen, Azienda Unitá Sanitaria Locale Reggio Emilia and Academisch Medisch Centrum bij Universiteit van Amsterdam.

Some of the tasks were assigned to the following outsourced institutions: International Organization for Migration (IOM), National Institute for Public Health de Romania, European Public Health Alliance (EPHA), Jagiellonian University-Institute of Public Health in Poland and Trnava University-Faculty of Health Care and Social Work.

The inner workings of the consortium made up of 4 members, was coordinated through a Consortium Agreement (annex 1) regulating the following aspects:

- 1) Responsibilities of parties.
- 2) Governance structure of the consortium.
- 3) Financial provisions.
- 4) Rules about Exploitation of results, ownership, intellectual property rights and non-disclosure of information.
- 5) Terms of Reference for each of the four consortium members,
- 6) Manual on Rules and Procedures,

Relations with the project's outsourced institutions were coordinated through individual contracts with each institution (annex 2), including:

- 1) Contract work, developed in the terms of reference included as annex.
- 2) Duration.
- 3) Financial subjects.
- 4) Responsibility and confidentiality. Exploitation of results, ownership and intellectual property rights.
- 5) Trademarks.
- 6) Applicable law.

Only an addendum to one of these contracts had to be signed to change assigned tasks and financing (attached as annex 3).

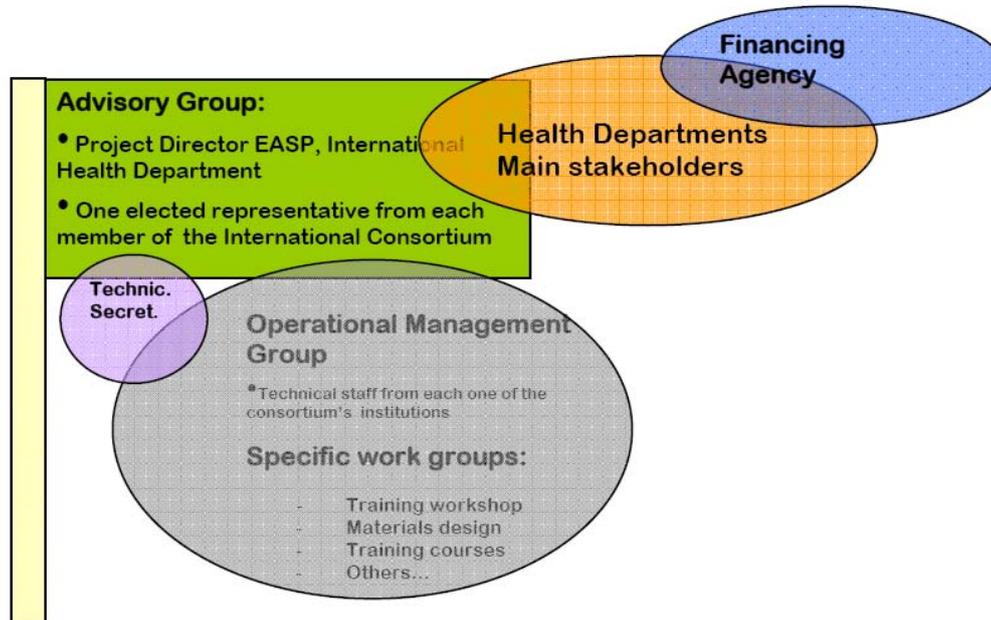
## 1.2 Manual on rules and procedures

The above mentioned Rules and Procedures Manual is the basic tool for the functioning of the group in terms of organizational aspects. It is complemented by the Terms of Reference, specific to each of the participating institutions, and including, in each case, technical instructions of the project.

This manual is made up of the following sections: .

- 1) Introduction: It details overall goal and specific objectives for the project.

2) Organisational structure. The following chart was designed for the internal organisation of all participating institutions:



Advisory Group, consultive body and scientific committee, made up of one member from each of the institutions from the Consortium.

Operational Management Group, set up to assist the Director and the entire project. Project Director who manages the consortium and the relationship with EAHC.

Technical Secretariat

Representative of each Consortium Member

Representative of each Subcontracted Institution

3) Rules about Income and expense procedures

4) Rules about reports, audit and visibility

### 1.3 Administrative operations assessment

Nothing to highlight during the term of the Service Contract. The project has progressed without major administrative issues, and the relations between partners and outsourced institutions developed uneventfully.

## 2 Financial subjects

### 2.1 Distribution of funds among project partners and institutions

The Consortium agreement establishes the distribution of funds among project partners and outsourced institutions, as well as payment terms for each of them. A subsequent addendum to the subcontract between Escuela Andaluza de Salud Pública and IOM establishes an increase of 3.000 Euros in favour of this institution.

Likewise, EPHA accepted a reduction in their allocation because we had to reallocate budget items of this partner and participants of the project in order to increase the number of participants at the dissemination workshop to be held on October 2015, as suggested by the EC. Thus, we reduced their budget by a total of 1.632 Euros.

The difference between the increase to IOM and the reduction to EPHA will be born by the leader of the Consortium, the EASP.

This way the total distribution among partners and institutions, as well as payment terms, will be as follows:

Expenditure	Remarks/info	FINAL		EASP		F Med U Cop		AUSL RE		Amsterd MC		IOM		EPAH		NIPH Rom		Jag U	Poland	Trnava U Slov	
		No of days	Total	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros
		1.024	595.528	334	195112	151	82072	132	79904	132	35904	117	52024	32	14504	38	45336	38	45336	38	45336
Articulo I.4	<b>Payments</b>																				
Prefinancing	15% abr-14	89329,2	29329			12000	12000	12000	12000			12000		3000		3000		3000	Página 2	3000	
Interim payme	40% ene-15	238211,2	33211			12000	12000	9000				9000		2000		2000		2000		2000	
			37000			20000	20000					15000		3000		20000		20000		20000	
			70211			32000	32000	9000				24000		5000		22000		22000		22000	
Final balance	45% 2016	267987,6	95572			38072	35904	14904				16024		6504		20336		20336		20336	
Total		595528	195112			82072	79904	35904				52024		14504		45336		45336		45336	

Dates for reception and distribution of funds are as follows:

Prefinancing payment: 89.329,20 Euros. Received 04/04/14

Distribution:

Academisch Medisch Centrum: 12.000 Euros Paid 12/06/14

Faculty of Health-Copenhagen 12.000 Euros Paid 12/06/14

Azienda Unitá Sanitaria 12.000 Euros Paid 12/06/14

Institutul National de Sanatate Publica 3.000. Euros Paid 12/06/14

Trnava University 3.000 Euros Paid 20/05/14

Jagiellonian University 3.000 Euros Paid 12/06/14

IOM International Organization for Migrations 12.000 Euros Paid 12/06/14

European Public Health Allian 3.000 Euros Paid 12/06/14

Interim payment: 238.211,20 Euros. Paid 27/03/15

Distribution:

Academisch Medisch Centrum: 9.000 Euros Paid 15/04/15

Faculty of Health-Copenhagen 13.000 Euros Paid 15/04/15

Azienda Unitá Sanitaria 32.000 Euros Paid 15/04/15

Institutul National de Sanatate Publica 22.000 Euros Paid 28/04/15

Trnava University 22.000,00 Euros Paid 28/04/15

Jagiellonian University 22.000 Euros Paid 28/04/15

IOM International Organization for Migrations 24.000, Euros Paid 28/04/15

European Public Health Alliance 5.000 Euros Paid 28/04/15

Final Balance payment: 267.987,60 Euros. Pending reception

Expected distribution:

Academisch Medisch Centrum: 14.904 Euros

Faculty of Health-Copenhagen 57.072 Euros

Azienda Unitá Sanitaria 35.904 Euros

Institutul National de Sanatate Publica 20.336 Euros

Trnava University 20.336 Euros

Jagiellonian University 20.336 Euros

IOM International Organization for 16.024 Euros

European Public Health Alliance 6.504 Euros

## 2.2 Reimbursement of expenses

The Service Contract provides for a maximum of 4.222,00 Euros for reimbursements of travel, subsistence and accommodation expenses.

So far, only one invoice of reimbursable expenses has been issued: Invoice No.14AA0436, issued on 03/12/2014 for reimbursement expenses generated by the Kick-off meeting, for a total amount of 1.993 Euros. The invoice for the remaining amount will be issued once the Final Report and the Final Administrative Report have been approved.

### **3 Annexes**

**Annex 1: Consortium Agreement (with its own annexes)**

## Consortium Agreement

**PROJECT TITLE: TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE ACCESS  
AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND ETHNIC MINORITIES, INCLUDING  
THE ROMA – MEM-TP**

## Consortium Agreement MEM-TP

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## **Consortium Agreement MEM-TP**

### **CONSORTIUM AGREEMENT**

THIS CONSORTIUM AGREEMENT is based upon Service Contract Nr. 2013 62 09, signed between the European Agency for Health and Consumers – EAHC and the Escuela Andaluza de Salud Pública – EASP whose subject matter is the project “TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND ETHNIC MINORITIES, INCLUDING THE ROMA” (MEM-TP).

#### **BETWEEN:**

**ESCUELA ANDALUZA DE SALUD PUBLICA (EASP)**  
**Registration number: ES A-18049635**  
**Cuesta del Observatorio 4, Campus Universitario Cartuja**  
**Granada, SPAIN**  
**VAT registration number: ESA 18049635**  
(hereinafter referred to as 'the consortium leader'),

And

- 2) Faculty of Health and Medical Sciences, University of Copenhagen (Denmark)**  
**Registration number: 29979812**
- 3) Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy)**  
**Registration number: 01598570354**
- 4) Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands)**  
**Registration number: NL-004627672B01**

- hereinafter, jointly or individually, referred to as “Consortium members” -

#### **WHEREAS:**

- A) The Executive Agency for Health and Consumers (EAHC) (hereinafter referred to as "the contracting authority" or "Executive Agency"), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), and represented for the purposes of the signature of this contract by Mr. Luc BRIOL, Director, has concluded the service contract n° 2013 62 09 (hereinafter called “Service Contract”) on December, the 23rd 2013 with the consortium leader for the purpose of conducting project concerning 'Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma', hereinafter called the " Project".
- B) The parties wish to specify or supplement binding commitments among themselves in addition to the provisions of the EC Service Contract.

## **Consortium Agreement MEM-TP**

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

### **Section 1: Definitions**

“Consortium Plan”

Consortium Plan means the description of the work and the related agreed Consortium Budget, including the payment schedule.

“Consortium Budget”

Consortium Budget means the allocation of all the resources in cash or in kind for the activities foreseen.

“Defaulting Party”

Defaulting Party means a Party which the Operational Management Group (OMG) has identified to be in breach of this Consortium Agreement and/or the Service Contract as specified in Article 4.2 of this Consortium Agreement.

### **Section 2: Purpose**

The purpose of this Consortium Agreement is to specify with respect to the project the relationship among the parties, in particular concerning the organisation of the work between the parties, the management of the project and the rights and obligations of the parties concerning inter alia liability, exploitation of results and dispute resolution.

### **Section 3: Entry into force, duration and termination**

#### **3.1 Entry into force**

An entity becomes a party to this Consortium Agreement upon signature of this Consortium Agreement by a duly authorised representative.

This Consortium Agreement shall have effect from the effective date identified at the beginning of this Consortium Agreement.

#### **3.2 Duration and termination**

This Consortium Agreement shall continue in full force and effect until complete fulfilment of all obligations undertaken by the parties under the EC Service Contract and under this Consortium Agreement.

However, this Consortium Agreement or the participation of one or more parties to it may be terminated in accordance with the terms of this Consortium Agreement and the service contract (articles 1.9 of the special conditions).

## **Consortium Agreement MEM-TP**

### **3.3 Survival of rights and obligations**

The provisions relating to confidentiality, for the time period mentioned therein, as well as for liability, exploitation of results, applicable law and settlement of disputes shall survive the expiration or termination of this Consortium Agreement.

Termination shall not affect any rights or obligations of a party leaving the Consortium incurred prior to the date of termination, unless otherwise agreed between the Operational Management Group and the leaving party. This includes the obligation to provide all input, deliverables and documents for the period of its participation.

## **Section 4: Responsibilities of Parties**

### **4.1 General principles**

Each party undertakes to take part in the efficient implementation of the project, and to cooperate, perform and fulfil, promptly and on time, all of its obligations under the EC Service Contract and this Consortium Agreement as may be reasonably required from it and in a manner of good faith as prescribed by Spanish law.

Each party undertakes to notify promptly, in accordance with the governance structure of the project, any significant information, fact, problem or delay likely to affect the project.

Each party shall promptly provide all information reasonably required by a consortium body or by the coordinator to carry out its tasks.

Each party shall take reasonable measures to ensure the accuracy of any information or materials it supplies to the other parties.

### **4.2 Detailed tasks to be undertaken by each party**

The detailed tasks to be undertaken by each party are included in annex III, terms of reference.

### **4.3 Breach**

In the event a responsible consortium body identifies a breach by a party of its obligations under this Consortium Agreement or the EC Service Contract (e.g.: a member producing poor quality work), the coordinator or the party appointed by the OMG if the Coordinator is in breach of its obligations under this Consortium Agreement or the EC Service Contract will give written notice to such party requiring that such breach be remedied within 30 calendar days.

If such breach is substantial and is not remedied within that period or is not capable of remedy, the OMG may decide to declare the party to be a defaulting party and to decide on the consequences thereof which may include termination of its participation.

### **4.4 Involvement of third parties**

A party that enters into a subcontract or otherwise involves third parties (including but not limited to affiliated entities) in the project remains solely responsible for carrying out its relevant part of the project and for such third party's compliance with the provisions of this Consortium Agreement and of the EC Service Contract. It

## Consortium Agreement MEM-TP

has to ensure that the involvement of third parties does not affect the rights and obligations of the other parties under this Consortium Agreement and the EC-Service Contract.

### Section 5: Liability towards each other

#### 5.1 No warranties

In respect of any information or materials supplied by one party to another under the project, no warranty or representation of any kind is made, given or implied as to the sufficiency or fitness for purpose nor as to the absence of any infringement of any proprietary rights of third parties.

Therefore, the recipient party shall in all cases be entirely and solely liable for the use to which it puts such information and materials.

#### 5.2 Limitations of contractual liability

No party shall be responsible to any other party for any indirect or consequential loss or similar damage such as, but not limited to, loss of profit, loss of revenue or loss of contracts, provided such damage was not caused by a wilful act or by a breach of confidentiality.

A party's aggregate liability towards the other parties collectively shall be limited the party's share of the total costs of the project as identified in the General Conditions for Service Contracts provided such damage was not caused by a wilful act or gross negligence.

The terms of this Consortium Agreement shall not be construed to amend or limit any party's statutory liability.

#### 5.3 Damage caused to third parties

Each party shall be solely liable for any loss, damage or injury to third parties resulting from the performance of the said party's obligations by it or on its behalf under this Consortium Agreement.

#### 5.4 Force Majeure

Definition, causes, procedures and responsibility for events involving *force majeure* will be regulated by the terms contained in Article II.11 of the General Conditions for Service Contracts).

### Section 6: Governance structure

#### 6.1 General structure

The organisational structure of the consortium shall comprise the following consortium bodies:

**The Advisory Group (AG)** functions as a body for guidance and information-sharing on the project.

**Operational Management Group (OMG)** as the executive body for this project.

**The Coordinator** is the legal entity acting as the intermediary between the parties and the Commission. The Coordinator shall, in addition to its responsibilities as a party, perform the tasks assigned to it as described in the EC Service Contract and this Consortium Agreement.

## **Consortium Agreement MEM-TP**

### **6.2 General operational procedures for all Consortium Bodies**

#### **6.2.1 Representation in meetings**

Any consortium member should be present or represented at any meeting of such consortium body, may appoint a substitute or a proxy to attend and vote at any meeting and shall participate in a cooperative manner in the meetings.

#### **6.2.2 Preparation and organisation of meetings**

##### 6.2.2.1 Convening meetings

The chairperson of a consortium body shall convene meetings of that consortium body.

The AG will meet every six (6) months (in person or using video conference techniques).

The OMG will meet every two (3) months (in person or using video conference techniques).

##### 6.2.2.2 Notice of a meeting

The chairperson of a consortium body shall give notice in writing of a meeting to each member of that consortium body as soon as possible and no later than 15 days preceding the meeting.

##### 6.2.2.3 Sending the agenda:

The chairperson of a consortium body shall prepare and send each member of that consortium body a written agenda no later than 7 days preceding the meeting.

6.2.2.4 Any decision may also be taken without a meeting if the coordinator circulates to all members of the consortium body a written document which is then signed by the defined majority (see Article 6.2.3.) of all members of the consortium body.

6.2.2.5 Meetings of each consortium body may also be held by teleconference or other telecommunication means.

6.2.2.6 Decisions will only be binding once the relevant part of the minutes has been accepted according to Article 6.2.4.

#### **6.2.3 Voting rules and quorum**

6.2.3.1 Each consortium body shall not deliberate and decide validly unless two-thirds (2/3) of its members are present or represented (quorum).

6.2.3.2 Each member of a consortium body present or represented in the meeting shall have one vote. Although decisions at the meetings will be made by consensus, should there be a division of opinion regarding decisions affecting the project's development and contractual obligations, the project director will cast the deciding vote.

## **Consortium Agreement MEM-TP**

### **6.2.4 Minutes of meetings**

6.2.5.1 The chairperson of a consortium body shall produce written minutes of each meeting which shall be the formal record of all decisions taken. He shall send the draft minutes to all Members within 10 calendar days of the meeting.

6.2.5.2 The minutes shall be considered as accepted if, within 15 calendar days from sending, no member has objected in writing to the chairperson with respect to the accuracy of the draft of the minutes.

6.2.5.3 The chairperson shall send the accepted minutes to all the members of the consortium body and to the coordinator, who shall safeguard them.

### **6.3 Specific operational procedures for the consortium bodies**

The specific operational procedures for the consortium bodies are stated in the manual on rules and procedures.

## **Section 7: Financial provisions**

### **7.1 General Principles**

#### **7.1.1 Distribution of Financial**

The financial amount of the Commission to the project shall be distributed by the coordinator according to:

- The consortium budget as included in the Manual on rules and procedures.
- The approval of reports by the Commission, and
- The provisions of payment in Article 7.3.

A Party shall be funded only for its tasks carried out in accordance with the consortium plan.

#### **7.1.2 Justifying Costs**

In accordance with its own usual accounting and management principles and practices, each party shall be solely responsible for justifying its costs with respect to the project towards the Commission. Neither the coordinator nor any of the other parties shall be in any way liable or responsible for such justification of costs towards the Commission.

#### **7.1.3 Financial consequences of the termination of the participation of a party**

A party leaving the consortium shall refund all payments it has received. Furthermore a defaulting party shall, within the limits specified in Article 5.2 of this Consortium Agreement, bear any reasonable and justifiable additional costs occurring to the other parties in order to perform its and their tasks. Any additional costs which are not covered by the defaulting party shall in principle be apportioned to the remaining parties pro rata to their share in the total costs of the project as identified in the consortium budget.

### **7.2 Budgeting**

The consortium budget shall be valued in accordance with the usual accounting and management principles and practices of the respective parties.

#### **7.2.1 Budgeted costs eligible for 100% reimbursement**

## **Consortium Agreement MEM-TP**

Reimbursable costs are those stated in the Service Contract, Article I.3.3 and related.

### **7.3 Payments**

Payments to parties are the exclusive tasks of the coordinator. Information about breakdown and payment conditions are stated in the terms of reference.

### **Section 8: Exploitation of results, ownership and intellectual property rights**

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

### **Section 9: Non-disclosure of information**

- 9.1** All information in whatever form or mode of transmission, which is disclosed by a party (the "disclosing party") to any other party (the "recipient") in connection with the project during its implementation and which has been explicitly marked as "confidential", or when disclosed orally, has been identified as confidential at the time of disclosure and has been confirmed and designated in writing within 15 days from oral disclosure at the latest as confidential information by the disclosing party, is "confidential information".
- 9.2** The recipients hereby undertake in addition and without prejudice to any commitment of non-disclosure under the General Conditions of Service Contract, article II.5 for a period of 5 years after the end of the Project:
- Not to use confidential information otherwise than for the purpose for which it was disclosed;
  - Not to disclose confidential information to any third party without the prior written consent by the disclosing party;
  - To ensure that internal distribution of confidential information by a recipient shall take place on a strict need-to-know basis; and
  - To return to the disclosing party on demand all confidential information which has been supplied to or acquired by the recipients including all copies thereof and to delete all information stored in a machine readable form. If needed for the recording of ongoing obligations, the recipients may however request to keep a copy for archival purposes only.
- 9.3** The recipients shall be responsible for the fulfilment of the above obligations on the part of their employees and shall ensure that their employees remain so obliged, as far as legally possible, during and after the end of the project and/or after the termination of employment.
- 9.4** The confidentiality obligations under this Consortium Agreement and the General Conditions of the Service Contract, article II.5, shall not prevent the communication of confidential information to the Commission.

### **Section 10: Miscellaneous**

#### **10.1 Attachments, inconsistencies and severability**

## **Consortium Agreement MEM-TP**

This Consortium Agreement consists of this core text and

### **Annexes**

I – EAHC Service Contract n° 2013 62 09 and General Conditions for Service Contracts. The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Consortium Agreement as annex I

II – Manual on rules and procedures.

III – Terms of reference of consortium members.

IV – Partners' contact details

In case the terms of this Consortium Agreement are in conflict with the terms of the EC Service Contract, the terms of the latter shall prevail. In case of conflicts between the attachments and the core text of this Consortium Agreement, the latter shall prevail.

Should any provision of this Consortium Agreement become invalid, illegal or unenforceable, it shall not affect the validity of the remaining provisions of this Consortium Agreement. In such a case, the parties concerned shall be entitled to request that a valid and practicable provision be negotiated which fulfils the purpose of the original provision.

### **10.2 No representation, partnership or agency**

The parties shall not be entitled to act or to make legally binding declarations on behalf of any other party. Nothing in this Consortium Agreement shall be deemed to constitute a joint venture, agency, partnership, interest grouping or any other kind of formal business grouping or entity between the parties.

### **10.3 Notices and other communication**

Any notice to be given under this Consortium Agreement shall be in writing to the addresses and recipients as listed in the most current address list kept by the coordinator.

The normal form of communication among members of the consortium will be by email or teleconference. Only official notifications will be sent by ordinary post by the consortium leader.

Any change of persons or contact details shall be notified immediately by the respective party to the Coordinator. The address list shall be accessible to all concerned.

### **10.4 Assignment and amendments**

No rights or obligations of the parties arising from this Consortium Agreement may be assigned or transferred, in whole or in part, to any third party without the other parties' prior formal approval.

### **10.5 Mandatory national law**

Nothing in this Consortium Agreement shall be deemed to require a party to breach any mandatory statutory law under which the party is operating.

### **10.6 Language**



**Consortium Agreement MEM-TP**

**ANNEX I**

**EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts**

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Consortium Agreement as annex I

**Consortium Agreement MEM-TP**

**ANNEX II**

**Manual on Rules and Procedures**

**TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA**

Project financed by the European Agency for Health and Consumers – EAHC

**CONTRACT N° 2013 62 09**

**MANUAL ON RULES AND PROCEDURES**

## 1.- INTRODUCTION

The project, “TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND ETHNIC MINORITIES, INCLUDING THE ROMA” is being developed under contract Number **2013 62 09**, which was signed between the European Commission (represented by the European Agency for Health and Consumers) and the Andalusian School of Public Health (hereinafter, EASP) on behalf of a consortium formed by the following institutions: Faculty of Health and Medical Sciences, University of Copenhagen (Denmark); Azienda Unitá Sanitaria Locale Reggio Emilia (hereinafter AUSL) (Italy); and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands). Other entities, participating in the project as subcontractors, include the International Organization for Migration (hereinafter IOM); the National Institute for Public Health of Bucharest (Romania), the European Public Health Alliance (hereinafter EPHA); the Institute of Public Health of Jagiellonian University in Krakow (Poland); and the Faculty of Health Care and Social Work at Trnava University (Slovakia).

The total amount of this contract is 595.528 € and it must cover all expenses derived from the actions laid out in the approved technical proposal, Annex 1. It allows for a total of 4.222 € in reimbursable expenses. The project's start-up date was December 23, 2013 and it will last 27 months.

This manual on rules and procedures consists of this core text and Annex 1 (technical proposal), Annex 2 (tender specifications) and Annex 3 (distribution of budget allocation).

The goals of the project are:

### **Overall Goal**

To facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

### **Specific Objectives**

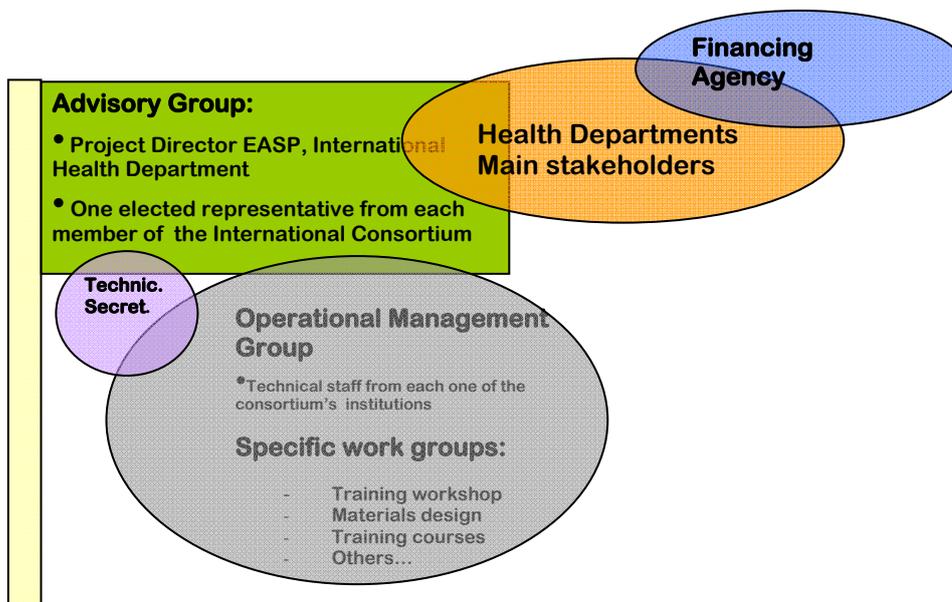
- 1.-: Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
- 2.-: Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
- 3.-: Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership

of their training programme through active adaptation of the materials to their local situation and needs.

As explained in the technical proposal, the project's organizational management structure will generate an ongoing flow of information that will facilitate coordination among the main actors involved in its development. Collaboration with other EU agencies, relevant national Ministries, and organizations or associations working in this sector will be encouraged in accordance with the needs detected as the activities are developed and in areas that would be enriched by their participation.

## 2.- ORGANIZATIONAL STRUCTURE

Following is an illustration and detailed explanation of the project's organizational structure:



### 2.1.- ADVISORY GROUP

The Advisory Group (AG) is constituted of:

- The EASP professional designated to act as the project's director, or the person so delegated by that director.
- One person to be designated by each one of the consortium members.
- One person designated by each of the subcontracted institutions named previously.

## Functions

- ❖ Provide a venue for information exchange between partners.
- ❖ Update partners on the progress of the project.
- ❖ Provide relevant advice and guidance to WP leaders based on local and institutional experience.
- ❖ Promote dissemination of project results.
- ❖ Carry out the functions of a scientific committee, as reflected in proposal that forms an integral part of the Service Contract Nr. **2013 62 09**.

## Meetings

The AG will meet two times a year. The meetings will be via teleconference. If possible one of these meetings will be in person.

The place and time of AG meetings will be announced by the project's director, as will the virtual meetings using alternative communications technologies.

The AG will have the necessary technical and administrative support resources to adequately fulfil the project's ends and these supports will be provided by the EASP.

## **2.2.- OPERATIONAL MANAGEMENT GROUP**

The Operational Management Group (OMG) will be set up to assist the Director and the entire project. It will be led by the EASP and consist of:

- The project director or person delegated by her.
- The person designated by the Faculty of Health and Medical Sciences, University of Copenhagen (Denmark).
- The person designated by Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy).
- The person designated by Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

The OMG will count on joint support from the technical and administrative units of each partner of the Consortium and will be responsible for the following:

- ❖ Undertake planning for Consortium activities.
- ❖ Participate in monitoring the effective and efficient implementation of the project (including activities to be undertaken by the subcontractors).
- ❖ Ensure the quality of the project's expected products.
- ❖ Support the Director on financial and management control.
- ❖ Manage overall legal and ethical issues.

- ❖ Ensure the appropriate and timely reporting by the respective organizations.
- ❖ Support the Director in preparing meetings with the European Commission and in preparing related data and deliverables.
- ❖ Coordinate knowledge management activities (protection, transfer, dissemination, exploitation, etc. of knowledge).
- ❖ Prepare the content and timing of press releases and joint publications by the Consortium or proposed by the European Commission, if necessary.

### **Meetings**

The OMG will meet once a year in person (if possible), every three months virtually, and at any time upon written request of any member of the OMG.

The place and time of the OMG's meetings will be announced by the project's director. This includes virtual meetings based on alternative communication technologies that do not require participants' physical presence.

The OMG's decisions will be based on consensus. Should a tie occur on decisions affecting the project's development and contractual obligations, the project director will cast the deciding vote.

The OMG will regularly review the intermediate results; a content management tool will be installed to continuously assist the quality assurance.

## **2.3.- PROJECT DIRECTOR**

### **Functions**

- ❖ Manage the Consortium and its planning, assuring the good execution of the Project in accordance with the Contract.
  - Undertake constant monitoring and communication.
  - Continually assess and resolve any problems within the project.
  - Monitor the compliance by project members and subcontractors.
  - Monitor and supervise the payments to the consortium partners and subcontractors respecting all (national and / or EC as appropriate) procedures.
  - Represent the project in all official acts as necessary, and in all external aspects.
- ❖ Manage the relationship with the EC to ensure the fulfilment of contractual obligations.
  - Provide the detailed data requested by the EC for the purposes of the proper management of the project.
  - Assure appropriate and timely reporting.
  - Ensure that project products respond to specifications in the Contract.

- ❖ Act as link between the Advisory Group, the Organisational Management Group, the Technical Secretariat and the Consortium partners and subcontractors.
  - Be part of the decision-making and supervisory bodies of the project.
  - Chair and organise the Advisory Group (AG) and Operational Management Group (OMG) meetings and prepare the agenda and minutes.
  - Coordinate and supervise the communication plan without prejudice to the functions that the corresponding Work Package 5 gives to consortium members.

The project director will be provided with the technical and administrative resources necessary to support the functions assumed by Technical Secretariat. The Secretariat is formed by EASP professionals acting under the supervision of the person responsible for the EASP's Area of Global Health.

## 2.4.- TECHNICAL SECRETARIAT

The Technical Secretariat (TS) is formed by the project director and EASP staff who will provide technical and administrative support. The TS will provide support to the project's director as well as to its AG and OMG in the following specific tasks:

- ❖ Prepare reports as required by the financing agency.
- ❖ Announce the AG and OMG meetings and prepare their corresponding minutes.
- ❖ Handle logistics related to the organization of scheduled seminars, workshops or courses.
- ❖ Content management of the <http://www.mem-tp.org/> to facilitate intranet -restricted communication among the Consortium partners and open communication with interested scientific and civil parties.

Each member will use its institution's own resources to provide administrative support to the project and will be responsible for:

- ❖ Providing support to the work teams by organizing all aspects related to the project's administrative issues.
- ❖ Setting up a file system for the project's outgoing and incoming correspondence, as well as for controlling other key documents related to its activities.
- ❖ Providing support in organizing events, workshops, or seminars as needed.
- ❖ Assisting in maintaining and updating a content management system which will be developed as part of the project.

## 2.5.- REPRESENTATIVES OF EACH CONSORTIUM MEMBER

### Functions

- ❖ Organize and supervise all activities related to the development of the project within their organization and ensure, in accordance with the Contract, the successful implementation of the project.
  - Participate in the preparation of periodical operational plans and budgets.
  - Participate in regular meetings with other members of the consortium to coordinate and monitor the activities, and especially those related to the AG and OMG.
  - Assist in the development and implementation of the Communication Plan.
  
- ❖ Be responsible for the coordination and execution of its work package as stated in the work package description, with the support of the other members of the Consortium involved. Specific functions include:
  - Review technical aspects of the tasks in their respective work packages.
  - Propose and implement actions and technical solutions to be taken.
  - Exchange information with partners.
  
- ❖ Assist in the development of other WPs according to the distribution agreed upon and included in the technical proposal.

## 2.6.- REPRESENTATIVES OF EACH SUBCONTRACTED INSTITUTION

### Functions

- ❖ Organise and supervise all activities related to project development within their organisation and ensure, in accordance with the contract, the successful implementation of the project.
  - Participate in regular meetings with other members of the consortium to coordinate and monitor activities, and follow-up on the activities developed, particularly those related to the OMG.
  - Assist in the development and implementation of the Communication Plan.
  
- ❖ Be responsible for the coordination and execution of its work package as stated in the work package description, with the support of the other members of the Consortium involved. Specific functions include:
  - Review technical aspects of the tasks in their respective work packages.
  - Propose and implement actions and technical solutions to be taken.
  - Exchange information with partners.
  
- ❖ Assist in the development of other WPs according to the distribution agreed upon and included in the technical proposal.

## 2.7.- SPECIFIC WORK GROUPS

Specific work groups with functional status will be created to ensure the correct execution of the project's components/WPs. OMG members can rely on the expertise of the AG members. These experts will play the role of an "external scientific advisory committee" and have an advocacy function as well – transferring the project's results to relevant international fora.

## 3.- INCOME AND EXPENSE PROCEDURES

As specified under the contract, a pre-financing payment will be made that consists of 15% of the total budget (89,329.20 €). At the very latest, this payment will become effective 30 days following the receipt of a corresponding invoice and approval of the inception report (D0). The contract also contemplates an intermediate payment consisting of 40% of the budget's total (238,211.20 €).

At the very latest this will become effective 60 days following the receipt of a corresponding invoice and approval of an interim report (D6). The intermediate payment will include payment for reimbursable expenses that have been correctly presented.

The remaining amount will be paid, at the very latest, 60 days following the reception of a final invoice and the submission and approval of the project's final report (D9), including its final administrative report (D10). This final payment will include payment for reimbursable expenses that have been correctly presented.

Annex 3 c contains a table that specifies how funds will be distributed among members and the estimated date for bank transfers.

Prior receipt of funds from the project's financing agency is an essential pre-condition for making these payments.

### 3.1.- EXPENDITURES

Expenditures will be made in accordance with norms established by the EAHC, as reflected or mentioned in the Service Contract.

As the project's coordinating entity, the EASP is responsible for maintaining and managing the financial accounting records and its reporting mechanisms, balancing expenditures to budget estimates.

The financial and economic control, as well as the supervision and guarantee of the monitoring of the standards and procedures established for the management of these actions, will be

carried out by the Management and Administration Unit of the EASP under the supervision of the Director of the project. The latter will report systematically to both the OMG and the financing entity.

### 3.2.- ACCOUNTING

#### Accounting Activities

Accounting will be done in euros. The software used should ensure that accounting records are organized in accordance with the budget's main headings and specific expenditure items.

Expenditure	Euro
Project direction and management	29920
Marketing, sustainability-ownership strategy	11424
External audit	3000
Peer-review 10000	
Advisory Group meetings	3000
Staff 237	184
Translations, material, report editions, etc.	33000
Workshop ToT all costs included	35000
6 training pilots, all costs included	210000
Dissemination meeting, all costs included	23000
<b>Subtotal service cost</b>	<b>595528</b>
<b>Subtotal reimbursement of expenses</b>	<b>4222</b>
<b>TOTAL</b>	<b>599750</b>

Spending will be executed as established in the expenditure budget.

#### Specific procedures applicable to reimbursable expenses

- Reimbursable expenses should be correctly documented, based on procedures that credit the expenses themselves and justify why they were incurred. When reimbursable travel expenses are involved, documents must be submitted to prove that the travel expense being claimed actually took place.
- All payments must be made by check or bank transfer.
- Under no circumstances should a check be issued to "The Bearer" or "For Cash".
- Prior to approving payment, all expenditures should be backed up with the adequate documentation.
- The principle of subsidiarity will apply to the norms specified in Article I.3.3 ("Reimbursement") of Service Contract Nr. **2013 62 09**.

As the consortium's coordinating entity, the EASP will be responsible for managing all administrative and economic management issues related to the project under close coordination with the OMG. It is accountable to the OMG and the financing agency as established under the terms of the contract.

Expenditures will be handled by the EASP's Management and Administration Unit in accordance with its institutional norms. The unit will provide support to the project Director and to the OMG in all aspects related to project's administration and financial management, particularly:

- ❖ Establish the relevant administrative and accounting procedures for the project's execution in accordance with EAHC norms.
- ❖ Design and implement a computerized double-entry accounting system that incorporates the control of expenditures and the internal verification of accounts to facilitate follow-up of the project's diverse components.
- ❖ Handle the administrative and financial follow-up of the project.
- ❖ Prepare service contracts contained in the project in accordance with the financing entity's norms.
- ❖ Prepare the final administrative report (D10).
- ❖ Report on and make recommendations regarding possible problems encountered in the project in activities that fall within its area of competence.

#### 4.- REPORTS AND AUDIT

The Technical Secretariat will compile the required reports established under the contract and accompany them with the corresponding invoice and, if necessary, with a request for payment of reimbursable expenses. These will be presented to the OMG and forwarded to the financing entity.

Beyond the external audit established, the contracting authority and the European Anti-Fraud Office (OLAF) may check or have an audit on the performance of the contract.

To this end, the following original documents, among others, should be saved in the offices of the project:

- ❖ Original accounting documents of general project accounting.
- ❖ Original documents relating to the bank account (inputs, outputs and balances).
- ❖ Original documents relating to contracts.
- ❖ Invoices - flight / train or other means of transport.
- ❖ Proof of payment of reimbursable expenses.

When any member of the consortium or subcontractor makes a trip to participate in meetings, workshops or for any other purpose in this project, it shall submit to the Technical Secretariat the following documentation:

- ❖ Flight / train tickets or other means of transport as well as corresponding boarding passes, in case of flights.
- ❖ Signed receipt for receipt of per diems.
- ❖ Product obtained, purpose of travel undertaken.

Consortium members shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, **for a period of five years** which starts running from the date of payment of the balance (article II.18.2 of the General Conditions for Service Contracts).

The principle of subsidiarity will apply to the norms specified in article **II.18- CHECKS AND AUDITS** of the Service Contract Nr. 2013 62 09.

## 5.- VISIBILITY

As specified under the General Conditions for Service Contracts, article II.10.9, “when making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority’s official position”.

**ANNEX 1**

**Technical Proposal**

**The parties declare that know of the Technical Proposal which is an integral part of this Consortium Agreement.**

**ANNEX 2**

**Tender specifications**

**The parties declare that know of the Tender specifications which is an integral part of this Consortium Agreement.**

### **ANNEX 3**

#### **Distribution of budget allocation**

Expenditure	Remarks /info	MODIFICADO 8 abril 2014		EASP		F Med U Cop		AUSL RE		Amsterd MC		IOM		EPHA		NIPH Rom		Jag U Poland		Trnava U Slov	
		No of days	Total	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros	No of days	euros
Project direct	HR WP-0	110	29.920	110	29920																
Marketing, su	HR WP-0	42	11.424	20	5440							22	5984								
External audi	OC-WP-0		3.000																		
Peer Review	OC-WP-0		10.000																		
Steering Com	OC-WP-0		3.000																		
Staff	HR WP-1	132	35.904			56	15232	19	5168	38	10336	19	5168								
translations,	OC WP-1		6.000				6000														
Staff	HR-WP-2	188	51.136	19	5168	38	10336	56	15232	56	15232	19	5168								
translations,	OC-WP-2		9000				9000														
Staff	HR-WP-3	229	62288	134	36448	19	5168	19	5168	19	5168	19	5168	19	5168						
translations, material, report edi			9000		9000																
Staff	HR-WP-4	133	36.176	38	10336	19	5168	19	5168							19	5168	19	5168	19	5168
Workshop To	OC-WP-4		35.000		35000																
6 Training p	OC-WP-4		210.000		35000		35000		35000								35000		35000		35000
Staff	HR-WP-5	190	51.680	19	5168	19	5168	19	5168	19	5168	38	10336	19	5168	19	5168	19	5168	19	5168
translations,	OC-WP-5		9.000		9000																
Disseminatio	OC-WP5		23.000										17200		5800						
		1.024	595.528	340	180480	151	82072	132	79904	132	35904	117	49024	38	16136	38	45336	38	45336	38	45336
Articulo I.4	<b>Pág 4 Payment Arrangements</b>																				
Prefinancing	15% abr-14		89329,2		29329		12000		12000		12000		12000		3000		3000		3000		3000
Interim paym	40% ene-15		238211,2		33211		12000		12000		9000		9000		2000		2000		2000		2000
					37000		20000		20000				15000		3000		20000		20000		20000
					70211		32000		32000		9000		24000		5000		22000		22000		22000
Final balance	hasta 45% 2016		251987,6		80940		38072		35904		14904		13024		8136		20336		20336		20336
	Total		579528		180480		82072		79904		35904		49024		16136		45336		45336		45336
	OC-WP-0 Others		16000																		

**Consortium Agreement MEM-TP**

**ANNEX III**

**Terms of Reference of consortium members**

**Terms of Reference for Professional Services to be provided by:  
ESCUELA ANDALUZA DE SALUD PÚBLICA – EASP (SPAIN)  
As part of the development of the project  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## **1. Framework**

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unità Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### ***Overall Goal***

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### ***Specific Objectives***

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## **2. Context**

Following is a transcription of relevant information included in the document, “Specifications” related to the Call for tender n°EAHC/2013/Health/03.”

The Commission Communication "Solidarity in Health: Reducing Health Inequalities in the European Union"<sup>1</sup> identified the need for EU level actions to: *"develop actions and tools on professional training to address health inequalities using the health programme, ESF and other mechanisms"* and to *"launch initiatives to raise awareness and promote actions to improve access and appropriateness of health services, health promotion and preventive care for migrants and ethnic minorities"*.

The 2013 Annual Growth Survey<sup>2</sup> recognises the need to improve the cost-effectiveness and sustainability of health systems while maintaining access to high-quality healthcare. In the context of achieving the objectives of Europe 2020 for inclusive growth<sup>3</sup>, the Commission's Communication on "Social investment for growth and cohesion"<sup>4</sup> and the accompanying document on "Investing in Health"<sup>5</sup> highlight the need to invest in sustainable health systems which can improve cohesion and boost economic growth by reducing health inequalities and enabling people to remain active longer and in better health. The Commission Communication on the National Roma Integration Strategies up to 2020<sup>6</sup> also includes the objective to improve access to health care and reduce the gap in health status between Roma and the rest of the population.

Under the Treaty on the Functioning of the European Union, the Member States are responsible for the organisation and delivery of health services and medical care. EU law prohibits all forms of discrimination on the grounds of ethnicity. EU law also requires Member States to ensure access to health care on the same basis as nationals for most categories of legal migrants. For illegal migrants there are no harmonised EU standards for provision of health care; however the Charter of Fundamental Rights specifies that "everyone has the right of access to preventive health care and the right to benefit from medical treatment under the conditions established by national laws and practice"<sup>7</sup>.

In practice there are wide variations between Member States in access to health care for illegal migrants. Furthermore, there have been many reports of inequalities in access to health care for some ethnic groups, particularly the Roma. In addition, it is widely recognised that migrants may have different linguistic, cultural and health needs which are not always adequately met in the national health system and which may contribute to health inequalities.

Vulnerable migrants and some ethnic minorities are more affected by ill-health. Risk factors are often related to the legal status, which determines the access to health and social services. Other risk factors include poverty, social exclusion, discrimination, language barriers, administrative and cultural barriers, lack of information about health and the health system functioning, the epidemiologic profile of the country of origin of the migrants and the conditions of the migration. Some migrant groups, such as refugees and undocumented migrants, are particularly vulnerable and may be more likely to suffer from specific diseases or mental disorders.

The practical barriers to the access to healthcare for the Roma might include a lack of familiarity with the healthcare system, administrative and cultural barriers, discrimination by health professionals, lack of documentation and registration, unaffordable medical treatment, geographic barriers to access hospitals and health clinics and other factors. Specifically for disadvantaged ethnic minorities, including the Roma, the low vaccination coverage raises many concerns for the minority populations, as well as for the society at large.

Health professionals, including managers and administrators of health systems as well as doctors, nurses and paramedical professionals, play a key role in shaping the health system and delivering care. It is therefore essential that health professionals are aware of the various cultural, medical, administrative, logistical factors impeding or limiting the access to healthcare in order to adequately address them and ensure access and quality of health care delivery for ethnic minorities, including Roma and EU residents with migrant backgrounds.

Training is an important strategy for developing the competencies and skills of health professionals to address patients' needs and support change in health service delivery. Such training needs to cover amongst other things: the special needs of migrants and ethnic minorities; health professional cultural competencies; managerial and administrative

competencies; knowledge and competencies of medical conditions prevalent in migrant and ethnic minority populations; knowledge and competences about other relevant conditions, such as female genital mutilation.

The importance of training activities in this regard has been recognised by the Council. The Council in its conclusions on health and migration invited the Commission to include in the implementation of the new Health Strategy activities aimed at improving knowledge of migrant health and developing health promotion, prevention and migrants' access to care. In the Council Conclusions "Equity and Health in All Policies: Solidarity in Health"<sup>8</sup> adopted in May 2010, Member States and the Commission were invited to develop actions to *"enhance public health capacities and promote training on the equity in health approach across different political sectors"*<sup>9</sup>.

Some EU Member States have adopted specific initiatives on migrant's health, which include training programmes to develop the awareness and skills of health professionals. However, there is considerable variation in these policies and activities and few examples of evaluation carried out. There is clearly a potential for EU added value in analysing the experience to date in such training initiatives and in developing and testing appropriate training packages. This is the topic of this call for tender.

1 Commission Communication - Solidarity in Health: Reducing Health Inequalities in the EU, [http://ec.europa.eu/health/social\\_determinants/policy/commission\\_communication/index\\_en.htm](http://ec.europa.eu/health/social_determinants/policy/commission_communication/index_en.htm) (COM 2009 567)

2 COM(2012) 75, **Annual Growth Survey 2013** [http://ec.europa.eu/europe2020/pdf/ags2013\\_en.pdf](http://ec.europa.eu/europe2020/pdf/ags2013_en.pdf)

3 COM (2010) Europe 2020, A European strategy for smart, sustainable and inclusive growth, <http://ec.europa.eu/eu2020/pdf/COMPLETE%20EN%20BARROSO%20%20%20007%20-%20Europe%202020%20-%20EN%20version.pdf>

4 COM(2013)83, [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/137545.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/137545.pdf)

5 Investing in Health, SWD(2013)43, [http://ec.europa.eu/health/strategy/docs/swd\\_investing\\_in\\_health.pdf](http://ec.europa.eu/health/strategy/docs/swd_investing_in_health.pdf)

6 COM(2011) 173, An EU Framework for National Roma Integration Strategies up to 2020, <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0173:FIN:EN:PDF>

7 Charter of Fundamental Rights of the European Union (2000/C 364/01), Article 35 on health care. OJ C364, 18/12/2000, [http://www.europarl.europa.eu/charter/pdf/text\\_en.pdf](http://www.europarl.europa.eu/charter/pdf/text_en.pdf)

8 [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/114994.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/114994.pdf)

9 What is meant here is enhancing public health capacities and promoting training on the equity in health Approach across different policy sectors.

### 3. Goals of the Terms of Reference

The objective of these terms of reference (TOR) is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

As established in the tender specifications, the work should build on the results of relevant EU funded projects, which have studied the access to health care, delivery of quality of health care, and developed training tools and social mediator models. These projects were co-funded by the EU Health Programmes, the EU Framework Programme s for Research and other EU activities in the field of migration and social inclusion. Furthermore, other initiatives of EU Agencies addressing the needs of migrants and ethnic minorities, such as the European Union Agency for Fundamental Rights (FRA), the European Centre for Disease Prevention and Control (ECDC) and the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA) should also be reviewed.

The consultant is also expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures attached to the consortium agreement of which these TOR are integral part.

## 4. Expected Results

### 4.1 WP0 Coordination and Management

- Activities related to the start of the work.
- Coordination, management and supervision of the project.
- Creation of webpage.
- Elaboration of communication plan.

### 4.2 WP2 Training materials development: review of existing training materials.

The specific products to be developed as part of support activities related to WP2 will be established in the respective plans/work methodologies elaborated by the institution responsible for WP2.

### 4.3 WP3 The content of new training materials, production of the training package

- Review the main challenges to access and quality on the basis of the WP1 report.
- Assess the current quality and availability of relevant training using the WP2 report.
- Define priorities for new training content or content needing revision, focused on strategies to improve access and quality of health care for migrants.
- Develop the training package, consisting of a model training programme and supporting material.

The training package will consist of a common core with a set of additional modules that focus on issues specific to particular migrant or ethnic minority groups and/or health concerns.

### 4.4 WP4 Training of trainers, pilot training programmes and evaluation

- Development and organization of the ToT workshop, which will be organised in English in Granada (Spain) with simultaneous translation to the national languages of the participating six Member States (Spanish, Polish, Danish, Italian, Slovak and Romanian). The ToT workshop is tentatively scheduled for November (exact dates will be determined later and partners informed in a timely manner).
- Participation in ToT: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached annex 1).
- Planning, organising and evaluating a pilot training programme in Spain (annex 2 attached provides more detailed information regarding the organization and development of that training programme).

- 4.5 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results
- Prepare final version of the materials with feedback from IOM, EPHA, and the countries that have undertaken the pilot training programmes.
  - Present project results in Luxembourg.
  - Collaboration in organizing the dissemination workshop for interdisciplinary government experts, organized by IOM.

## 5. Expected Outcomes

### 5.1 WP0 Coordination and Management

- ❖ Deliverable D0 – Inception report

The report will be in English and delivered in a hard copy version and an electronic version.

- ❖ Manual on Rules and Procedures.
- ❖ Web page.
- ❖ Communication Plan.

### 5.2 WP2 Training materials development: review of existing training materials

- ❖ In accordance with the work plan elaborated by the institution(s) responsible for this WP.

### 5.3 WP3 Content of new training materials, production of the training package

- ❖ Deliverable D3 – Training programme for health professionals and health care providers to improve access and quality of health care services (including the training programme content and planning).

The report will be in English and delivered in a hard copy version and an electronic version.

### 5.4 WP4 Training of trainers, Pilot training programmes and evaluation

- ❖ Deliverable D4 - Training workshop programme and content.
- ❖ Final selection of trainers and participation in ToT workshop.
- ❖ Pilot training programme, adapted to the special circumstances of Spain.
- ❖ Evaluation report of the pilot training programme.
- ❖ Deliverable D5 – Evaluation report for piloting the training programme.
- ❖ Deliverable (D6) – Interim report

- 5.5 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results
- ❖ Review the final dissemination report (D8)
  - ❖ Deliverable D9 Final Report (including the final training package, training materials in English and the 6 other EU languages, training programme evaluation, including an executive summary, and a PowerPoint presentation).
  - ❖ Deliverable D10 – Final Administrative Report (describing financial and administrative matters relating to the contract implementation)

## 6. Timeline for the Work and Delivery of Products

- ❖ Deliverable (D0): Inception report  
Delivery 15 days after the kick-off meeting.
- ❖ Manual on Rules and Procedures  
One month after signature of the consortium agreement.
- ❖ Webpage  
Fully functional one month after signature of the consortium agreement.
- ❖ Communication plan  
One month after signature of consortium agreement.
- ❖ Deliverable (D3): Training programme for health professionals and health care providers.  
Presentation of a work plan no later than **15 days** following the consortium agreement's signature (including an explanation of the tasks to be completed by all involved).  
Draft outline of the training package, identifying the topics that should be included in the common core and those that should be addressed in additional modules: to be sent to EC by August 15, 2014.  
Final (D3): December 2014.
- ❖ Deliverable (D4): Training workshop programme and content
- ❖ Prepare final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The pilot-training programme will be developed within a **two-month period following** completion of the ToT workshop.
- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

- ❖ Deliverable (D5): Evaluation report of piloting the training programme: April 2015
- ❖ Deliverable (D6): Interim report: June 2015.
- ❖ Deliverable (D9): Final Report, including the final training package, training materials in English and the 6 other EU languages, training programme evaluation, including an executive summary, and a Power Point presentation: January 2016
- ❖ Deliverable (D10): Final Administrative Report: March 2016

## **7. Total price, breakdown and payment conditions**

The maximum total amount available for services to be performed is 180.480 €.



## **Annex 1**

### **Criteria for selection of trainers**

### **Criteria for selection of trainers**

- Priority will be given to professionals with a demonstrated interest in improving health care for migrants and ethnic minorities,
- English language knowledge and skills in order for the trainees to be able to interact with other trainers,
- Can make him/herself available for the times required both to develop and implement the training activities in the country of origin,
- Recognised career trajectory in health care / clinical practice,
- Ability to understand and explain the content of the training courses,
- Demonstrated familiarity with the principles of adult and professional education and ability to adapt and apply these effectively with different groups of people,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way. Skilled in group work, team work, negotiation and leadership,
- Ability to design learning activities to develop skills required in the work context,
- Can use the internet, e-mail and word processing software (basic use).
- To be selected in collaboration with national authorities.

## **Annex 2**

### **Additional information about national pilot training programme**

## National pilot training programme

### Objectives

- Review, adapt and translated educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

### Activities

The institution's selected trainers will be responsible for the following functions and tasks:

#### 1. Review and adaptation of educational materials and guidance for students

##### a. **Training package** composed by

- Curriculum model,
- Training needs assessment tool (questionnaire to evaluate the trainee's needs and to support the adaptation of the training materials to the local situation),
- Trainers' and trainee manuals or guides, and
- Training materials for tutorial and practical sessions.

##### b. **Manual or guide** for students, of approximately 50-100 pages each, including:

- Learning objectives,
- Background information (reference guide),
- Copies of slides – 6 per page,
- Recommended reading, including scientific articles,
- Practical exercises focusing on training material content, and
- Suggestions for further learning, including links to relevant initiatives.

#### 2. Translation of the educational materials and student guide to the official language of the country.

3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to health care, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training.

#### **Expected outputs**

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

#### **Evaluation of the training programme**

The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.

**Terms of Reference for Professional Services to be provided by:  
THE FACULTY OF HEALTH AND MEDICAL SCIENCES, UNIVERSITY OF  
COPENHAGEN (DENMARK)  
As part of the development of the project,  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## **1. Framework**

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### ***Overall Goal***

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, while reducing observed inequities.

#### ***Specific Objectives***

1. Present an overview of the situation of MEM in Europe regarding migrants' and ethnic minorities' access to and use of health services, including the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching/learning materials for all health care providers aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of the training programme by actively adapting the materials to their local situation and needs.

## **2. Context**

Following is a transcription of relevant information included in the document, “Specifications” related to the Call for tender n°EAHC/2013/Health/03.”

The Commission Communication, "Solidarity in Health: Reducing Health Inequalities in the European Union,"<sup>1</sup> identified the need for EU level actions to: *"develop actions and tools on professional training to address health inequalities using the health programme, ESF and other mechanisms"* and to *"launch initiatives to raise awareness and promote actions to improve access and appropriateness of health services, health promotion and preventive care for migrants and ethnic minorities"*.

The 2013 Annual Growth Survey<sup>2</sup> recognises the need to improve the cost-effectiveness and sustainability of health systems while maintaining access to high-quality healthcare. In the context of achieving the objectives of Europe 2020 for inclusive growth<sup>3</sup>, the Commission's Communication on "Social Investment for growth and cohesion"<sup>4</sup> and the accompanying document on "Investing in Health"<sup>5</sup> highlight the need to invest in sustainable health systems which can improve cohesion and boost economic growth by reducing health inequalities and enabling people to remain active longer and in better health. The Commission Communication on the National Roma Integration Strategies up to 2020<sup>6</sup> also includes the objective to improve access to health care and reduce the gap in health status between Roma and the rest of the population.

Under the Treaty on the Functioning of the European Union, the Member States are responsible for the organisation and delivery of health services and medical care. EU law prohibits all forms of discrimination on the grounds of ethnicity. EU law also requires Member States to ensure access to health care on the same basis as nationals for most categories of legal migrants. For illegal migrants there are no harmonised EU standards for provision of health care; however the Charter of Fundamental Rights specifies that "everyone has the right of access to preventive health care and the right to benefit from medical treatment under the conditions established by national laws and practice"<sup>7</sup>.

In practice there are wide variations between Member States in access to health care for illegal migrants. Furthermore, there have been many reports of inequalities in access to health care for some ethnic groups, particularly the Roma. In addition, it is widely recognised that migrants may have different linguistic, cultural and health needs which are not always adequately met in the national health system and which may contribute to health inequalities.

Vulnerable migrants and some ethnic minorities are more affected by ill-health. Risk factors are often related to the legal status, which determines the access to health and social services. Other risk factors include poverty, social exclusion, discrimination, language barriers, administrative and cultural barriers, lack of information about health and the health system functioning, the epidemiologic profile of the country of origin of the migrants and the conditions of the migration. Some migrant groups, such as refugees and undocumented migrants, are particularly vulnerable and may be more likely to suffer from specific diseases or mental disorders.

The practical barriers to the access to healthcare for the Roma might include a lack of familiarity with the healthcare system, administrative and cultural barriers, discrimination by health professionals, lack of documentation and registration, unaffordable medical treatment, geographic barriers to access hospitals and health clinics and other factors. Specifically for disadvantaged ethnic minorities, including the Roma, the low vaccination coverage raises many concerns for the minority populations, as well as for the society at large.

Health professionals, including managers and administrators of health systems as well as doctors, nurses and paramedical professionals, play a key role in shaping the health system and delivering care. It is therefore essential that health professionals are aware of the various cultural, medical, administrative, logistical factors impeding or limiting the access to healthcare in order to adequately address them and ensure access and quality of health care delivery for ethnic minorities, including Roma and EU residents with migrant backgrounds.

Training is an important strategy for developing the competencies and skills of health professionals to address patients' needs and support change in health service delivery. Such training needs to cover amongst other things: the special needs of migrants and ethnic

minorities; health professional cultural competencies; managerial and administrative competencies; knowledge and competencies of medical conditions prevalent in migrant and ethnic minority populations; knowledge and competences about other relevant conditions, such as female genital mutilation.

The importance of training activities in this regard has been recognised by the Council. The Council in its conclusions on health and migration invited the Commission to include in the implementation of the new Health Strategy activities aimed at improving knowledge of migrant health and developing health promotion, prevention and migrants' access to care. In the Council Conclusions "Equity and Health in All Policies: Solidarity in Health"<sup>8</sup> adopted in May 2010, Member States and the Commission were invited to develop actions to "enhance public health capacities and promote training on the equity in health approach across different political sectors"<sup>9</sup>.

Some EU Member States have adopted specific initiatives on migrant's health, which include training programmes to develop the awareness and skills of health professionals. However, there is considerable variation in these policies and activities and few examples of evaluation carried out. There is clearly a potential for EU added value in analysing the experience to date in such training initiatives and in developing and testing appropriate training packages. This is the topic of this call for tender.

1 Commission Communication - Solidarity in Health: Reducing Health Inequalities in the EU, [http://ec.europa.eu/health/social\\_determinants/policy/commission\\_communication/index\\_en.htm](http://ec.europa.eu/health/social_determinants/policy/commission_communication/index_en.htm) (COM 2009 567)

2 COM(2012) 75, **Annual Growth Survey 2013** [http://ec.europa.eu/europe2020/pdf/ags2013\\_en.pdf](http://ec.europa.eu/europe2020/pdf/ags2013_en.pdf)

3 COM (2010) Europe 2020, A European strategy for smart, sustainable and inclusive growth, <http://ec.europa.eu/eu2020/pdf/COMPLETE%20EN%20BARROSO%20%20%20007%20-%20Europe%202020%20-%20EN%20version.pdf>

4 COM(2013)83, [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/137545.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/137545.pdf)

5 Investing in Health, SWD(2013)43, [http://ec.europa.eu/health/strategy/docs/swd\\_investing\\_in\\_health.pdf](http://ec.europa.eu/health/strategy/docs/swd_investing_in_health.pdf)

6 COM(2011) 173, An EU Framework for National Roma Integration Strategies up to 2020, <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0173:FIN:EN:PDF>

7 Charter of Fundamental Rights of the European Union (2000/C 364/01), Article 35 on health care. OJ C364, 18/12/2000, [http://www.europarl.europa.eu/charter/pdf/text\\_en.pdf](http://www.europarl.europa.eu/charter/pdf/text_en.pdf)

8 [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/114994.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/114994.pdf)

9 What is meant here is enhancing public health capacities and promoting training on the equity in health Approach across different policy sectors.

### 3. Goals of the Terms of Reference

The objective of the set terms of reference (TOR) is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

As established in the tender specifications, the work should build on the results of relevant EU funded projects, which have studied the access to health care, delivery of quality health care, developed training tools and social mediator models, and were co-funded by the EU Health Programmes, the EU Framework Programmes for Research, and other EU activities in the field of migration and social inclusion. Furthermore, the work should also review other initiatives of EU Agencies addressing the needs of migrants and ethnic minorities, such as the European Union Agency for Fundamental Rights (FRA), the European Centre for Disease Prevention and Control (ECDC) and the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA).

The consultant is also expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures attached to the consortium agreement of which these TOR are integral part.

## 4. Expected Results

4.1 WP1 Review of migrants' and ethnic minorities' situation in the EU and the identification of common challenges and best practices that can feed into the training programmes (annex 1 provides more detailed information regarding this WP).

- Review of migrants' and ethnic minorities' situation in the EU.
- Identification of potential countries where health professionals' training could be particularly useful.
- Preparation of a framework proposal for the EU to foster collaboration on training and exchange to address migrant and ethnic minorities' health needs.

The consultant is expected to coordinate the work to be conducted in this WP with all other institutions involved in it.

4.2 WP2 Training materials development: review of existing training materials.

4.3 WP3 Content of new training materials, production of the training package.

The specific products to be developed as part of support activities related to WP2 and WP3 will be established in the respective plans/work methodologies elaborated by those institutions responsible for each of the WP.

4.4 WP4 Training of trainers, pilot training programmes and evaluation

- Participation in the Training of Trainers (ToT) workshop: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached annex 2).
- Planning, organising and evaluating a pilot training programme in Denmark (annex 3 attached provides more detailed information regarding the organization and development of that training programme).

4.5 WP5 Final versions of the materials, an evaluation report summarising the challenges and opportunities detected during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for WP5.

## 5. Expected Outcomes

5.1 WP1 Review of migrants' and ethnic minorities' situation in the EU and identification of common challenges and best practices that can feed into the training programmes.

- ❖ Deliverable (D1) – Migrant and ethnic minorities' review report, including a framework for European collaboration on migrant and ethnic minorities' health.

The review report will be in English and should be delivered in both a hard copy version and an electronic version, including as well a PowerPoint presentation summarising the report and its conclusions.

- 5.2 WP2 Training material development: review of existing training materials.
- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.
- 5.3 WP3 Content of new training materials, production of the training package.
- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.
- 5.4 WP4 Training of trainers, pilot training programmes and evaluation
- ❖ Final selection of trainers and participation in ToT workshop.
  - ❖ Pilot training programme, adapted to the special circumstances of Denmark.
  - ❖ Evaluation report of the pilot training programme.
- 5.5 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.
- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

## 6. Timeline for the Work and Delivery of Products

- ❖ Deliverable (D1): Migrants' and ethnic minorities' review report, including a framework for European collaboration on migrant and ethnic minorities' health  
Presentation of a plan/work methodology no later than **15 days** following the contract's signature (including an explanation of the tasks to be completed by all involved).  
Draft deliverable (D1): **August 2013**.  
Final deliverable (D1): **September 2013**.
- ❖ Send a final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The training programme will be developed within a **two-month period following** completion of the ToT workshop.
- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

## 7. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 82.072 €.

Payments will be made as follows:

- Pre-financing: 12.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 32.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, January-February 2015).
- Final balance: 38.072 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.

**Annex 1**

**Additional information WP1**

(Extracted from Minutes of the kick-off meeting for MEM-TP, held in Luxembourg, 26.2.2014)

- Work plan must include a search strategy/protocol that defines how the review will be conducted, sources used (e.g. which EU documents, scientific journals, ministry of health web sites, etc.), criteria applied to select information, etc.
- All DGSANCO projects must be included in this review. EC will provide a list of health in equality actions and the contractor is invited to consult the project database at: <http://ec.europa.eu/eahc/projects/database.html>.
- All EU member states must be contacted through the contact points, identified in the technical proposal.
- EC is especially interested in identifying the countries with good experience (“best practice”) in patient centred care. It is also keen to obtain up-to-date information on the particular needs of those countries that are struggling with recent waves of migrants.
- EC expects to receive a directory of publications, which lists the health needs of targeted migrant or ethnic minority groups and topics covered by the content.

## **Annex 2**

### **Criteria for selection of trainers**

### **Criteria for selection of trainers**

- Priority will be given to professionals with a demonstrated interest in improving health care for migrants and ethnic minorities,
- English language knowledge and skills in order for the trainees to be able to interact with other trainers,
- Can make him/herself available for the times required both to develop and implement the training activities in the country of origin,
- Recognised career trajectory in health care / clinical practice,
- Ability to understand and explain the content of the training courses,
- Demonstrated familiarity with the principles of adult and professional education and ability to adapt and apply these effectively with different groups of people,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way. Skilled in group work, team work, negotiation and leadership,
- Ability to design learning activities to develop skills required in the work context,
- Can use the internet, e-mail and word processing software (basic use).
- To be selected in collaboration with national authorities.

### **Annex 3**

#### **Additional information about national pilot training programme**

## National pilot training programme

### Objectives

- Review, adapt and translate educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

### Activities

The institution's selected trainers will be responsible for the following functions and tasks:

#### 1. Review and adaptation of educational materials and guidance for students

##### a. **Training package** composed by

- Curriculum model,
- Training needs assessment tool (questionnaire to evaluate the trainees' needs and to support the adaptation of the training materials to the local situation),
- Trainers' and trainee manuals or guides, and
- Training materials for tutorial and practical sessions.

##### b. **Manual or guide** for students, of approximately 50-100 pages each, including:

- Learning objectives,
- Background information (reference guide),
- Copies of slides – 6 per page,
- Recommended reading, including scientific articles,
- Practical exercises focusing on training material content, and
- Suggestions for further learning, including links to relevant initiatives.

#### 2. Translation of the educational materials and student guide to the official language of the country.

3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to healthcare, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training.

#### **Expected outputs**

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

#### **Evaluation of the training programme**

The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.

**Terms of Reference for Professional Services to be provided by:  
AUSL DI REGIO EMILIA (ITALY)  
As part of the development of the project,  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## **1. Framework**

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EA SP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### ***Overall Goal***

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### ***Specific Objectives***

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## **2. Context**

Following is a transcription of relevant information included in the document, “Specifications” related to the Call for tender n°EAHC/2013/Health/03.”

The Commission Communication "Solidarity in Health: Reducing Health Inequalities in the European Union"<sup>1</sup> identified the need for EU level actions to: *"develop actions and tools on professional training to address health inequalities using the health programme, ESF and other mechanisms"* and to *"launch initiatives to raise awareness and promote actions to improve access and appropriateness of health services, health promotion and preventive care for migrants and ethnic minorities"*.

The 2013 Annual Growth Survey<sup>2</sup> recognises the need to improve the cost-effectiveness and sustainability of health systems while maintaining access to high-quality healthcare. In the context of achieving the objectives of Europe 2020 for inclusive growth<sup>3</sup>, the Commission's Communication on "Social Investment for growth and cohesion"<sup>4</sup> and the accompanying document on "Investing in Health"<sup>5</sup> highlight the need to invest in sustainable health systems which can improve cohesion and boost economic growth by reducing health inequalities and enabling people to remain active longer and in better health. The Commission Communication on the National Roma Integration Strategies up to 2020<sup>6</sup> also includes the objective to improve access to health care and reduce the gap in health status between Roma and the rest of the population.

Under the Treaty on the Functioning of the European Union, the Member States are responsible for the organisation and delivery of health services and medical care. EU law prohibits all forms of discrimination on the grounds of ethnicity. EU law also requires Member States to ensure access to health care on the same basis as nationals for most categories of legal migrants. For illegal migrants there are no harmonised EU standards for provision of health care; however the Charter of Fundamental Rights specifies that "everyone has the right of access to preventive health care and the right to benefit from medical treatment under the conditions established by national laws and practice"<sup>7</sup>.

In practice there are wide variations between Member States in access to health care for illegal migrants. Furthermore, there have been many reports of inequalities in access to health care for some ethnic groups, particularly the Roma. In addition, it is widely recognised that migrants may have different linguistic, cultural and health needs which are not always adequately met in the national health system and which may contribute to health inequalities.

Vulnerable migrants and some ethnic minorities are more affected by ill-health. Risk factors are often related to the legal status, which determines the access to health and social services. Other risk factors include poverty, social exclusion, discrimination, language barriers, administrative and cultural barriers, lack of information about health and the health system functioning, the epidemiologic profile of the country of origin of the migrants and the conditions of the migration. Some migrant groups, such as refugees and undocumented migrants, are particularly vulnerable and may be more likely to suffer from specific diseases or mental disorders.

The practical barriers to the access to healthcare for the Roma might include a lack of familiarity with the healthcare system, administrative and cultural barriers, discrimination by health professionals, lack of documentation and registration, unaffordable medical treatment, geographic barriers to access hospitals and health clinics and other factors. Specifically for disadvantaged ethnic minorities, including the Roma, the low vaccination coverage raises many concerns for the minority populations, as well as for the society at large.

Health professionals, including managers and administrators of health systems as well as doctors, nurses and paramedical professionals, play a key role in shaping the health system and delivering care. It is therefore essential that health professionals are aware of the various cultural, medical, administrative, logistical factors impeding or limiting the access to healthcare in order to adequately address them and ensure access and quality of health care delivery for ethnic minorities, including Roma and EU residents with migrant backgrounds.

Training is an important strategy for developing the competencies and skills of health professionals to address patients' needs and support change in health service delivery. Such training needs to cover amongst other things: the special needs of migrants and ethnic

minorities; health professional cultural competencies; managerial and administrative competencies; knowledge and competencies of medical conditions prevalent in migrant and ethnic minority populations; knowledge and competences about other relevant conditions, such as female genital mutilation.

The importance of training activities in this regard has been recognised by the Council. The Council in its conclusions on health and migration invited the Commission to include in the implementation of the new Health Strategy activities aimed at improving knowledge of migrant health and developing health promotion, prevention and migrants' access to care. In the Council Conclusions "Equity and Health in All Policies: Solidarity in Health"<sup>8</sup> adopted in May 2010, Member States and the Commission were invited to develop actions to "enhance public health capacities and promote training on the equity in health approach across different political sectors"<sup>9</sup>.

Some EU Member States have adopted specific initiatives on migrant's health, which include training programmes to develop the awareness and skills of health professionals. However, there is considerable variation in these policies and activities and few examples of evaluation carried out. There is clearly a potential for EU added value in analysing the experience to date in such training initiatives and in developing and testing appropriate training packages. This is the topic of this call for tender.

1 Commission Communication - Solidarity in Health: Reducing Health Inequalities in the EU, [http://ec.europa.eu/health/social\\_determinants/policy/commission\\_communication/index\\_en.htm](http://ec.europa.eu/health/social_determinants/policy/commission_communication/index_en.htm) (COM 2009 567)

2 COM(2012) 75, **Annual Growth Survey 2013** [http://ec.europa.eu/europe2020/pdf/ags2013\\_en.pdf](http://ec.europa.eu/europe2020/pdf/ags2013_en.pdf)

3 COM (2010) Europe 2020, A European strategy for smart, sustainable and inclusive growth, <http://ec.europa.eu/eu2020/pdf/COMPLETE%20EN%20BARROSO%20%20%20007%20-%20Europe%202020%20-%20EN%20version.pdf>

4 COM(2013)83, [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/137545.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/137545.pdf)

5 Investing in Health, SWD(2013)43, [http://ec.europa.eu/health/strategy/docs/swd\\_investing\\_in\\_health.pdf](http://ec.europa.eu/health/strategy/docs/swd_investing_in_health.pdf)

6 COM(2011) 173, An EU Framework for National Roma Integration Strategies up to 2020, <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0173:FIN:EN:PDF>

7 Charter of Fundamental Rights of the European Union (2000/C 364/01), Article 35 on health care. OJ C364, 18/12/2000, [http://www.europarl.europa.eu/charter/pdf/text\\_en.pdf](http://www.europarl.europa.eu/charter/pdf/text_en.pdf)

8 [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/114994.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/114994.pdf)

9 What is meant here is enhancing public health capacities and promoting training on the equity in health Approach across different policy sectors.

### 3. Goals of the Terms of Reference

The objective of these terms of reference (TOR) is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

As established in the tender specifications, the work should build on the results of relevant EU funded projects, which have studied the access to health care, delivery of quality health care, developed training tools and social mediator models, and were co-funded by the EU Health Programmes, the EU Framework Programmes for Research, and other EU activities in the field of migration and social inclusion. Furthermore, the work should also review other initiatives of EU Agencies addressing the needs of migrants and ethnic minorities, such as the European Union Agency for Fundamental Rights (FRA), the European Centre for Disease Prevention and Control (ECDC) and the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA).

The consultant is also expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures attached to the consortium agreement of which these TOR are integral part.

## 4. Expected Results

- 4.1 WP1 Review of migrants' and ethnic minorities' situation in the EU and the identification of common challenges and best practices that can feed into the training programmes.

The specific products to be developed as part of support activities related to WP1 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

- 4.2 WP2 Training materials development: review of existing training materials. Co-leader together with Amsterdam Medical Centre, University of Amsterdam (Netherlands) (annex 1 provides more detailed information regarding this WP).

- Descriptive analysis of the training materials, collecting the information using a standardized template to be filled out by national health authorities and academic institutions.
- In-depth content analysis: Review training materials, using a conceptual framework that was developed for a Cochrane systematic review "Cultural competence education for health professionals" by Lidia Horvat (Task Force on Migrant-Friendly Hospitals led by AUSL of Reggio Emilia). This framework establishes criteria to analyse and potentially assess the training materials.
- Preparation of a review report.

The institution will coordinate activities with the other co-leader of this WP, Amsterdam Medical Centre, University of Amsterdam (Netherlands).

- 4.3 WP3 Content of new training materials, production of the training package.

The specific products to be developed as part of support activities related to WP3 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

- 4.4 WP4 Training of trainers, pilot training programmes and evaluation

- Participation in the Training of Trainers (ToT) workshop: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached Annex 2).
- Planning, organising and evaluating a pilot training programme in Italy (annex 3 attached provides more detailed information regarding the organization and development of that training programme).

4.5 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

## 5. Expected Outcomes

5.1 WP2 Training materials development: review of existing training materials. (Jointly responsible with the other co-leader, Amsterdam Medical Centre, University of Amsterdam, Netherlands).

- ❖ Deliverable (D2) - Training review report  
The training review report will be in English, delivered in a hard copy version and an electronic version.

5.2 WP3 Content of new training materials, production of the training package.

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

5.3 WP4 Training of trainers, pilot training programmes and evaluation

- ❖ Final selection of trainers and participation in ToT workshop.
- ❖ Pilot training programme, adapted to the special circumstances of Italy.
- ❖ Evaluation report of the pilot training programme.

5.4 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

## 6. Timeline for the Work and Delivery of Products

- ❖ Deliverable (D2) – Training review report  
Presentation of a plan/work methodology no later than **15 days** following the contract's signature (including an explanation of the tasks to be completed by all involved).  
Draft deliverable (D2): **August 2013**.  
Final deliverable (D2): **September 2013**.
- ❖ Send a final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The training programme will be developed within a **two-month period** following completion of the ToT workshop.

- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

## **7. Total price, breakdown and payment conditions**

The maximum total amount available for services to be performed is 79.904 €.

Payments will be made as follows:

- Pre-financing: 12.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 32.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, January-February 2015).
- Final balance: 35.904 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.

**Annex 1**

**Additional information WP2**

(Extracted from Minutes of the kick-off meeting for MEM-TP, held in Luxembourg, 26.2.2014)

- Work plan must include a search strategy/protocol that defines how the review will be conducted, sources used, criteria applied to select information, variables used to assess the quality of the training material, etc.
- All EU member states must be contacted for information through the contact points identified in the technical proposal,
- EC wants an overview of what good quality material exists in EU countries. While the aim is not to undertake an in-depth analysis of every country, to the review must ensure that all good quality material has been identified and considered. This inventory should be carried, in different available languages. This will become like a repository of good practices, which can be used as a reference for further reading.
- The review should cover the training material developed for training health professionals (including health mediators for the Roma or migrants). It should not include material that has been developed specifically for information or education of migrants or ethnic minorities themselves (with the exception of the Roma health mediators), as the focus is on delivery of health care, and not on individual behaviour.
- EC expects to receive a directory of quality training materials, which lists the following information for each component:
  - Topic or topics covered by the content,
  - Targeted migrant or ethnic minority groups,
  - Training resources (tools, websites, etc.) developed,
  - Where the material was used and for which group of health professionals
  - Whether the material has been evaluated,
  - Language of the material,
  - Availability, e.g. on the web,
  - Contact person, etc.

## **Annex 2**

### **Criteria for selection of trainers**

### **Criteria for selection of trainers**

- Priority will be given to professionals with a demonstrated interest in improving health care for migrants and ethnic minorities,
- English language knowledge and skills in order for the trainees to be able to interact with other trainers,
- Can make him/herself available for the times required both to develop and implement the training activities in the country of origin,
- Recognised career trajectory in health care / clinical practice,
- Ability to understand and explain the content of the training courses,
- Demonstrated familiarity with the principles of adult and professional education and ability to adapt and apply these effectively with different groups of people,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way. Skilled in group work, team work, negotiation and leadership,
- Ability to design learning activities to develop skills required in the work context,
- Can use the internet, e-mail and word processing software (basic use).
- To be selected in collaboration with national authorities.

### **Annex 3**

#### **Additional information about national pilot training programme**

## National pilot training programme

### Objectives

- Review, adapt and translated educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

### Activities

The institution's selected trainers will be responsible for the following functions and tasks:

#### 1. Review and adaptation of educational materials and guidance for students

##### a. **Training package** composed by

- Curriculum model,
- Training needs assessment tool (questionnaire to evaluate the trainee's needs and to support the adaptation of the training materials to the local situation),
- Trainers' and trainee manuals or guides, and
- Training materials for tutorial and practical sessions.

##### b. **Manual or guide** for students, of approximately 50-100 pages each, including:

- Learning objectives,
- Background information (reference guide),
- Copies of slides – 6 per page,
- Recommended reading, including scientific articles,
- Practical exercises focusing on training material content, and
- Suggestions for further learning, including links to relevant initiatives.

#### 2. Translation of the educational materials and student guide to the official language of the country.

3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to health care, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training.

#### **Expected outputs**

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

#### **Evaluation of the training programme**

The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.

**Terms of Reference for Professional Services to be provided by:  
AMSTERDAM MEDICAL CENTRE, UNIVERSITY OF AMSTERDAM  
(NETHERLANDS)**

**As part of the development of the project,  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## **1. Framework**

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EA SP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### ***Overall Goal***

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### ***Specific Objectives***

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## **2. Context**

Following is a transcription of relevant information included in the document, “Specifications” related to the Call for tender n°EAHC/2013/Health/03.”

The Commission Communication "Solidarity in Health: Reducing Health Inequalities in the European Union"<sup>1</sup> identified the need for EU level actions to: *"develop actions and tools on professional training to address health inequalities using the health programme, ESF and other mechanisms"* and to *"launch initiatives to raise awareness and promote actions to improve access and appropriateness of health services, health promotion and preventive care for migrants and ethnic minorities"*.

The 2013 Annual Growth Survey<sup>2</sup> recognises the need to improve the cost-effectiveness and sustainability of health systems while maintaining access to high-quality healthcare. In the context of achieving the objectives of Europe 2020 for inclusive growth<sup>3</sup>, the Commission's Communication on "Social investment for growth and cohesion"<sup>4</sup> and the accompanying document on "Investing in Health"<sup>5</sup> highlight the need to invest in sustainable health systems which can improve cohesion and boost economic growth by reducing health inequalities and enabling people to remain active longer and in better health. The Commission Communication on the National Roma Integration Strategies up to 2020<sup>6</sup> also includes the objective to improve access to health care and reduce the gap in health status between Roma and the rest of the population.

Under the Treaty on the Functioning of the European Union, the Member States are responsible for the organisation and delivery of health services and medical care. EU law prohibits all forms of discrimination on the grounds of ethnicity. EU law also requires Member States to ensure access to health care on the same basis as nationals for most categories of legal migrants. For illegal migrants there are no harmonised EU standards for provision of health care; however the Charter of Fundamental Rights specifies that "everyone has the right of access to preventive health care and the right to benefit from medical treatment under the conditions established by national laws and practice"<sup>7</sup>.

In practice there are wide variations between Member States in access to health care for illegal migrants. Furthermore, there have been many reports of inequalities in access to health care for some ethnic groups, particularly the Roma. In addition, it is widely recognised that migrants may have different linguistic, cultural and health needs which are not always adequately met in the national health system and which may contribute to health inequalities.

Vulnerable migrants and some ethnic minorities are more affected by ill-health. Risk factors are often related to the legal status, which determines the access to health and social services. Other risk factors include poverty, social exclusion, discrimination, language barriers, administrative and cultural barriers, lack of information about health and the health system functioning, the epidemiologic profile of the country of origin of the migrants and the conditions of the migration. Some migrant groups, such as refugees and undocumented migrants, are particularly vulnerable and may be more likely to suffer from specific diseases or mental disorders.

The practical barriers to the access to healthcare for the Roma might include a lack of familiarity with the healthcare system, administrative and cultural barriers, discrimination by health professionals, lack of documentation and registration, unaffordable medical treatment, geographic barriers to access hospitals and health clinics and other factors. Specifically for disadvantaged ethnic minorities, including the Roma, the low vaccination coverage raises many concerns for the minority populations, as well as for the society at large.

Health professionals, including managers and administrators of health systems as well as doctors, nurses and paramedical professionals, play a key role in shaping the health system and delivering care. It is therefore essential that health professionals are aware of the various cultural, medical, administrative, logistical factors impeding or limiting the access to healthcare in order to adequately address them and ensure access and quality of health care delivery for ethnic minorities, including Roma and EU residents with migrant backgrounds.

Training is an important strategy for developing the competencies and skills of health professionals to address patients' needs and support change in health service delivery. Such training needs to cover amongst other things: the special needs of migrants and ethnic minorities; health professional cultural competencies; managerial and administrative

competencies; knowledge and competencies of medical conditions prevalent in migrant and ethnic minority populations; knowledge and competences about other relevant conditions, such as female genital mutilation.

The importance of training activities in this regard has been recognised by the Council. The Council in its conclusions on health and migration invited the Commission to include in the implementation of the new Health Strategy activities aimed at improving knowledge of migrant health and developing health promotion, prevention and migrants' access to care. In the Council Conclusions "Equity and Health in All Policies: Solidarity in Health"<sup>8</sup> adopted in May 2010, Member States and the Commission were invited to develop actions to *"enhance public health capacities and promote training on the equity in health approach across different political sectors"*<sup>9</sup>.

Some EU Member States have adopted specific initiatives on migrant's health, which include training programmes to develop the awareness and skills of health professionals. However, there is considerable variation in these policies and activities and few examples of evaluation carried out. There is clearly a potential for EU added value in analysing the experience to date in such training initiatives and in developing and testing appropriate training packages. This is the topic of this call for tender.

1 Commission Communication - Solidarity in Health: Reducing Health Inequalities in the EU, [http://ec.europa.eu/health/social\\_determinants/policy/commission\\_communication/index\\_en.htm](http://ec.europa.eu/health/social_determinants/policy/commission_communication/index_en.htm) (COM 2009 567)

2 COM(2012) 75, **Annual Growth Survey 2013** [http://ec.europa.eu/europe2020/pdf/ags2013\\_en.pdf](http://ec.europa.eu/europe2020/pdf/ags2013_en.pdf)

3 COM (2010) Europe 2020, A European strategy for smart, sustainable and inclusive growth, <http://ec.europa.eu/eu2020/pdf/COMPLETE%20EN%20BARROSO%20%20%20007%20-%20Europe%202020%20-%20EN%20version.pdf>

4 COM(2013)83, [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/137545.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/137545.pdf)

5 Investing in Health, SWD(2013)43, [http://ec.europa.eu/health/strategy/docs/swd\\_investing\\_in\\_health.pdf](http://ec.europa.eu/health/strategy/docs/swd_investing_in_health.pdf)

6 COM(2011) 173, An EU Framework for National Roma Integration Strategies up to 2020, <http://eurlex.europa.eu/LexUriServ/LexUriServ.do?uri=COM:2011:0173:FIN:EN:PDF>

7 Charter of Fundamental Rights of the European Union (2000/C 364/01), Article 35 on health care. OJ C364, 18/12/2000, [http://www.europarl.europa.eu/charter/pdf/text\\_en.pdf](http://www.europarl.europa.eu/charter/pdf/text_en.pdf)

8 [http://www.consilium.europa.eu/uedocs/cms\\_data/docs/pressdata/en/lsa/114994.pdf](http://www.consilium.europa.eu/uedocs/cms_data/docs/pressdata/en/lsa/114994.pdf)

9 What is meant here is enhancing public health capacities and promoting training on the equity in health Approach across different policy sectors.

### 3. Goals of the Terms of Reference

The objective of these terms of reference (TOR) is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

As established in the tender specifications, the work should build on the results of relevant EU funded projects, which have studied the access to health care, delivery of quality health care, developed training tools and social mediator models, and were co-funded by the EU Health Programmes, the EU Framework Programmes for Research, and other EU activities in the field of migration and social inclusion. Furthermore, the work should also review other initiatives of EU Agencies addressing the needs of migrants and ethnic minorities, such as the European Union Agency for Fundamental Rights (FRA), the European Centre for Disease Prevention and Control (ECDC) and the European Monitoring Centre for Drugs and Drug Addiction (EMCDDA).

The consultant is also expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures attached to the consortium agreement of which these TOR are integral part.

## 4. Expected Results

- 4.1 WP1 Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes

The specific products to be developed as part of support activities related to WP1 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

- 4.2 WP2 Training materials development: review of existing training materials. Co-leader with AUSL di Reggio Emilia (Italy). (Annex 1 provides more detailed information regarding this WP).

- Descriptive analysis of the training materials, collecting the information using a standardized template to be filled out by national health authorities and academic institutions.
- In-depth content analysis: Review training materials, using a conceptual framework that was developed for a Cochrane systematic review "Cultural competence education for health professionals" by Lidia Horvat (Task Force on Migrant-Friendly Hospitals led by AUSL of Reggio Emilia). This framework establishes criteria to analyse and potentially assess the training materials.
- Preparation of a review report

The institution will coordinate activities with the other co-leader of this WP, AUSL di Reggio Emilia (Italy).

- 4.3 WP3 Content of new training materials, production of the training package.

The specific products to be developed as part of support activities related to WP3 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

- 4.4 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

## 5. Expected Outcomes

- 5.1 WP1 Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

- 5.2 WP2 Training materials development: review of existing training materials (jointly responsible with the other co-leader, AUSL di Reggio Emilia, Italy).
- ❖ Deliverable (D2) - Training review report
- The training review report will be in English, delivered in a hard copy version and an electronic version.
- 5.3 WP3 Content of new training materials, production of the training package
- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.
- 5.4 WP 5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.
- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

## 6. Timeline for the Work and Delivery of Products

- ❖ Deliverable (D2) – Training review report  
Presentation of a plan/work methodology no later than **15 days** following the contract's signature (including an explanation of the tasks to be completed by all involved).  
Draft deliverable (D2): **August 2013**.  
Final deliverable (D2): **September 2013**.

## 7. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 35.904 €.

Payments will be made as follows:

- Pre-financing: 12.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 9.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, January-February 2015).
- Final balance: 14.904 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.

**Annex 1**

**Additional information WP2**

(Extracted from Minutes of the kick-off meeting for MEM-TP, held in Luxembourg, 26.2.2014)

- Work plan must include a search strategy/protocol that defines how the review will be conducted, sources used, criteria applied to select information, variables used to assess the quality of the training material, etc.
- All EU member states must be contacted for information through the contact points identified in the technical proposal,
- EC wants an overview of what good quality material exists in EU countries. While the aim is not to undertake an in-depth analysis of every country, to the review must ensure that all good quality material has been identified and considered. This inventory should be carried, in different available languages. This will become like a repository of good practices, which can be used as reference for further reading.
- The review should cover the training material developed for training health professionals (including health mediators for the Roma or migrants). It should not include material that has been developed specifically for information or education of migrants or ethnic minorities themselves (with the exception of the Roma health mediators), as the focus is on delivery of health care, and not on individual behaviour.
- EC expects to receive a directory of quality training materials, which lists the following information for each component:
  - Topic or topics covered by the content,
  - Targeted migrant or ethnic minority groups,
  - Training resources (tools, websites, etc.) developed,
  - Where the material was used and for which group of health professionals
  - Whether the material has been evaluated,
  - Language of the material,
  - Availability, e.g. on the web,
  - Contact person, etc.

**Consortium Agreement MEM-TP**

**ANNEX IV**

**Partner's contact details**

## CONTACTOS SOCIOS PROYECTO ATENCIÓN MIGRANTES Y MINORÍAS ÉTNICAS ADDRESS LIST

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## **Annex 2: Subcontracts with outsourced institutions**

 Escuela Andaluza de Salud Pública CONSEJERÍA DE SALUD	<b>DIRECCION DE GESTION.          CONTRATACION.          SOLICITUD DE FIRMA DE          DOCUMENTO.</b>	Expediente 2014/00039
	Documento nº: 2014/DOC-00161	Fecha de Alta: 16/04/2014

## Subcontract to EAHC Contract Nr. 2013 62 09

<b>Tipo de documento</b>		
NATIONAL INSTITUTE FOR PUBLIC HEALTH		
<b>FECHA DEL DOC</b>	<b>Nº total de páginas</b>	<b>Importe</b>
16/04/2014	1	45.336
<b>Necesita Firma de EASP</b>		<b>Necesita Firma de Contraparte</b>
1		1
<b>Descripción</b>		
SUBCONTRATACIÓN DE SERVICIO		
<b>Observaciones contrato</b>		
Código del proyecto : 13-30772		
Observaciones Dirección de Gestión		

<b>Revisado por</b>	<b>Registrado por</b>
Manuel García Olalla	Juan Ignacio Alguacil Sánchez
<b>Firma</b>	<b>Firma</b>
<b>Fecha</b>	<b>Fecha</b>
16/04/2014	

VºBº Alfredo Segura

**SERVICE CONTRACT****(Subcontract to EAHC Contract Nr. 2013 62 09)**

MINISTERUL SĂNĂTĂȚII	
Institutul Național de Sănătate Publică București	
INTRARE Nr.	4645
IEȘIRE	
Ziua 12	Luna 04 2014

**BETWEEN**

ESCUELA ANDALUZA DE SALUD PÚBLICA (EASP)  
 Registration number: ES A-18049635  
 Cuesta del Observatorio 4, Campus Universitario Cartuja  
 Granada, SPAIN  
 VAT registration number: ESA 18049635  
 (hereinafter referred to as 'the consortium leader'), represented for the purpose of the signature of this contract by Mr. Carlos M. Artundo Purroy, Chief Executive Officer

**AND**

NATIONAL INSTITUTE FOR PUBLIC HEALTH  
 Registration number: --- 26347241  
 1-3, Dr. Leonte Anastasievici  
 Bucharest, RUMANIA  
 [hereinafter referred to as 'the subcontractor'], represented for the purpose of the signature of this contract by Ms. Adriana Pistol, General Director

**WHEREAS**

- A. The Executive Agency for Health and Consumers (EAHC), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), has concluded the Service Contract Nr. 2013 62 09 (hereinafter referred to as "the EAHC Contract", annex I) on December, the 23rd 2013, with the consortium leader for the purpose of conducting the project concerning "Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma", hereinafter called the " project".
- B. It is the intention that part of the project should be carried out on behalf of the consortium leader by the subcontractor under the terms and conditions required by the EAHC Contract in respect of subcontracted services and set out in these documents, notably Article II.7 of the General Conditions for Service Contracts of the EAHC Contract. If this subcontract conflicts with the abovementioned EAHC Contract, the latter shall prevail.
- C. The subcontractor accepts that, in undertaking services under subcontract to the consortium leader in respect of EAHC Contract n° 2013 62 09, it is bound by the terms and conditions of the said contract, in so far as they relate to the requirements set out in this subcontract. The subcontractor recognises that the consortium leader has certain obligations to the Commission in respect with the administration and reporting of technical progress on the project and will maintain and provide such necessary documentation as is required by the EAHC Contract.



- D. The subcontractor will take any actions necessary to ensure that the confidentiality of the work is maintained.

**IT IS THEREFORE AGREED THAT:**

**1. THE CONTRACT WORK**

The subcontractor will carry out the work set out in the terms of reference (annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing.

**2. FINANCIAL MODALITIES**

2.1 The maximum amount of the price of the subcontracted work will be EUR 45.336.

2.2 Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions are stated in the terms of reference. Invoices will be submitted to allow the consortium leader to comply with *the Commission* reporting as referred to in Article I.4 of the EAHC Contract.

**3. CONDUCT OF THE PROJECT WORK**

Subcontractor is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable, if appropriate, or as may otherwise be mutually agreed in writing.

**4. CONFIDENTIALITY**

Subcontractor will take all necessary steps to ensure that the requirements of the Commission Contract Service in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the services performed are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the project.

**5. EXPLOITATION OF RESULTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS**

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

**6. AMENDMENTS**

Any amendment to the subcontract in respect of notably objectives, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the consortium leader.

**7. DURATION**



- 7.1 This agreement takes effect upon signature by the duly authorised representatives.
- 7.2 This agreement will remain in force throughout the life of EAHC Contract, terminating on March 2016.

**8. COMMUNICATION**

A copy of this subcontract could be sent to the Commission in accordance to Final Administrative Report requirements.

**9. APPLICABLE LAW AND COMPETENT COURT**

- 9.1 This contract will be subject to the Law of Spain.
- 9.2 Any dispute between the parties arising from the interpretation or application of the provisions of this contract which can not be settled amicably shall be brought before the court of Granada.

**10. LIABILITY**

The subcontractor shall have sole responsibility for complying with any legal obligations incumbent on him and in accordance with the conditions laid down in the EAHC Contract.

**11. ANNEXES**

The Annexes forming an integral part of this contract are:

Annex I: EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts.

Annex II: Terms of reference.

In Granada 16 April, 2014

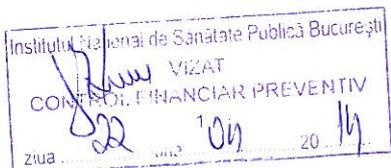
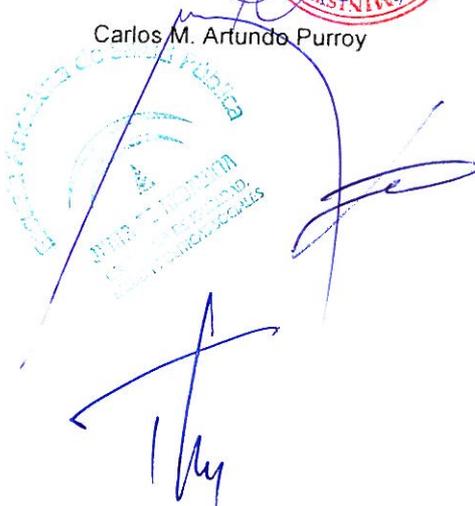
Signed on behalf of  
SUBCONTRACTOR

Adriana Pistol



Signed on behalf of  
CONSORTIUM LEADER

Carlos M. Artundo Purroy



**ANNEX I**

**EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts**

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Contract as annex I



**Terms of Reference for Professional Services to be provided by:  
NATIONAL INSTITUTE FOR PUBLIC HEALTH (ROMANIA)  
As part of the development of the project  
"TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA"**

## **1. Framework**

This project is regulated under the terms of contract number 2013 62 09, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### **Overall Goal**

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### **Specific Objectives**

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## **2. Background**

The project is divided into five (5) Work Packages (WP). WP4 includes the training of trainers, organisation and design of national training programmes to pilot the training material developed under WP3, and the evaluation of these programmes.

The Training of Trainers (ToT) workshop, which will be organised as part of the project, has two aims. The first is to undertake the first piloting of the training materials. The second is to train

national trainers, who in turn will support the second, national piloting of the materials and their evaluation. WP5 includes the final versions of the materials and the dissemination of the results.

### 3. Goals of the Terms of Reference

The objective of these terms of reference is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

The consultant will carry out activities in the framework of the following work packages:

- WP4 – Training of trainers, pilot training programmes and evaluation.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The consultant is expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures related to this project.

### 4. Expected Results

4.1 WP4 Training of trainers, pilot training programmes and evaluation

- Participation in the Training of Trainers (ToT) workshop: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached Annex 1).
- Planning, organising and evaluating a pilot training programme in Rumania (annex 2 attached provides more detailed information regarding the organization and development of that training programme).

4.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

### 5. Expected Outcomes

5.1 WP4 Training of trainers, pilot training programmes and evaluation

- ❖ Final selection of trainers and participation in ToT workshop.
- ❖ Pilot training programme, adapted to the special circumstances of Rumania.
- ❖ Evaluation report of the pilot training programme.



5.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

## 6. Timeline for the Work and Delivery of Products

- ❖ Send a final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The training programme will be developed within a **two-month period following** completion of the ToT workshop.
- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

## 7. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 45.336 €.

Payments will be made as follows:

- Pre-financing: 3.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 22.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, October-December 2014).
- Final balance: 20.336 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.



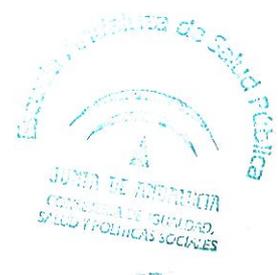
**Annex 1**

**Criteria for selection of trainers**



#### Criteria for selection of trainers

- Priority will be given to professionals with a demonstrated interest in improving health care for migrants and ethnic minorities,
- English language knowledge and skills in order for the trainees to be able to interact with other trainers,
- Can make him/herself available for the times required both to develop and implement the training activities in the country of origin,
- Recognised career trajectory in health care / clinical practice,
- Ability to understand and explain the content of the training courses,
- Demonstrated familiarity with the principles of adult and professional education and ability to adapt and apply these effectively with different groups of people,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way. Skilled in group work, team work, negotiation and leadership,
- Ability to design learning activities to develop skills required in the work context,
- Can use the internet, e-mail and word processing software (basic use).
- To be selected in collaboration with national authorities.



## National pilot training programme

### Objectives

- Review, adapt and translate educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

### Activities

The institution's selected trainers will be responsible for the following functions and tasks:

1. Review and adaptation of educational materials and guidance for students
  - a. **Training package** composed by
    - Curriculum model,
    - Training needs assessment tool (questionnaire to evaluate the trainees' needs and to support the adaptation of the training materials to the local situation),
    - Trainers' and trainee manuals or guides, and
    - Training materials for tutorial and practical sessions.
  - b. **Manual or guide** for students, of approximately 50-100 pages each, including:
    - Learning objectives,
    - Background information (reference guide),
    - Copies of slides – 6 per page,
    - Recommended reading, including scientific articles,
    - Practical exercises focusing on training material content, and
    - Suggestions for further learning, including links to relevant initiatives.
2. Translation of the educational materials and student guide to the official language of the country.

3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to healthcare, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training (see report template in annex 3).

#### **Expected outputs**

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

#### **Evaluation of the training programme**

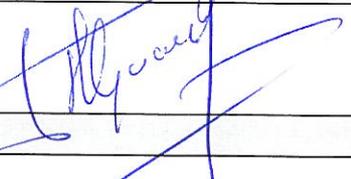
The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.

 Escuela Andaluza de Salud Pública CONSEJERÍA DE SALUD	<b>DIRECCION DE GESTION.          CONTRATACION.          SOLICITUD DE FIRMA DE          DOCUMENTO.</b>	Expediente 2014/00039
	Documento nº: 2014/DOC-00162	Fecha de Alta: 21/05/2014

## Subcontract to EAHC Contract Nr. 2013 62 09

<b>Tipo de documento</b>		
NATIONAL INSTITUTE FOR PUBLIC HEALTH POLAND		
<b>FECHA DEL DOC</b>	<b>Nº total de páginas</b>	<b>Importe</b>
16/04/2014	1	45.336
<b>Necesita Firma de EASP</b>		<b>Necesita Firma de Contraparte</b>
1		1
<b>Descripción</b>		
SUBCONTRATACIÓN DE SERVICIO		
<b>Observaciones contrato</b>		
Código del proyecto : 13-30772		
Observaciones Dirección de Gestión		

<b>Revisado por</b>	<b>Registrado por</b>
Manuel García Olalla	Juan Ignacio Alguacil Sánchez
Firma 	Firma 
Fecha	Fecha
21/05/2014	

VºBº Alfredo Segura



## SERVICE CONTRACT

(Subcontract to EAHC Contract Nr. 2013 62 09)

### BETWEEN

ESCUELA ANDALUZA DE SALUD PÚBLICA (EASP)

Registration number: ES A-18049635

Cuesta del Observatorio 4, Campus Universitario Cartuja  
Granada, SPAIN

VAT registration number: ESA 18049635

(Hereinafter referred to as 'the consortium leader'), represented for the purpose of the signature of this contract by Mr. Carlos M. Artundo Purroy, Chief Executive Officer.

### AND

JAGIELLONIAN UNIVERSITY MEDICAL COLLEGE

Registration number: 000001270-00040

ul. sw. Anny, 12

31-008 Krakow, POLAND

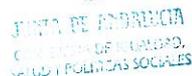
VAT registration number: PL 6750002236

[hereinafter referred to as 'the subcontractor'], represented for the purpose of the signature of this contract by Prof. Maciej Małecki, MD, PhD, Representative of the Rector of the Jagiellonian University for Research and Development at the Medical College, countersigned by Marcin Jędrychowski, MA, Jagiellonian University Deputy Bursar for Medical College.

### WHEREAS

- A. The Executive Agency for Health and Consumers (EAHC), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), has concluded the Service Contract Nr. 2013 62 09 (hereinafter referred to as "the EAHC Contract", annex I) on December, the 23rd 2013, with the consortium leader for the purpose of conducting the project concerning 'Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma', hereinafter called the " project".
- B. It is the intention that part of the project should be carried out on behalf of the consortium leader by the subcontractor under the terms and conditions required by the EAHC Contract in respect of subcontracted services and set out in these documents, notably Article II.7 of the General Conditions for Service Contracts of the EAHC Contract. If this subcontract conflicts with the abovementioned EAHC Contract, the latter shall prevail.
- C. The subcontractor accepts that, in undertaking services under subcontract to the consortium leader in respect of EAHC Contract n° 2013 62 09, it is bound by the terms and conditions of the said contract, in so far as they relate to the requirements set out in this subcontract. The subcontractor recognises that the consortium leader has certain obligations to *the Commission* in respect with the administration and reporting of technical progress on the project and will maintain and provide such necessary documentation as is required by the EAHC Contract.

1



Rej. nr DZM/SAN/CM/11-266/2014

z dnia 21.05.2014r.

- D. The subcontractor will take any actions necessary to ensure that the confidentiality of the work is maintained.

## IT IS THEREFORE AGREED THAT:

### 1. THE CONTRACT WORK

The subcontractor will carry out the work set out in the terms of reference (annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing.

### 2. FINANCIAL MODALITIES

- 2.1 The maximum amount of the price of the subcontracted work will be EUR 45.336.
- 2.2 Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions are stated in the terms of reference. Invoices will be submitted to allow the consortium leader to comply with *the Commission* reporting as referred to in Article I.4 of the EAHC Contract.

### 3. CONDUCT OF THE PROJECT WORK

Subcontractor is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable, if appropriate, or as may otherwise be mutually agreed in writing.

### 4. CONFIDENTIALITY

Subcontractor will take all necessary steps to ensure that the requirements of the Commission Contract Service in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the services performed are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the project.

### 5. EXPLOITATION OF RESULTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

### 6. AMENDMENTS

Any amendment to the subcontract in respect of notably objectives, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the consortium leader.



## **7. DURATION**

- 7.1 This agreement takes effect upon signature by the duly authorised representatives.
- 7.2 This agreement will remain in force throughout the life of EAHC Contract, terminating on March 2016.

## **8. TRANSFER OF DOCUMENTS**

A copy of this subcontract could be sent to the Commission in accordance to Final Administrative Report requirements.

## **9. APPLICABLE LAW AND COMPETENT COURT**

- 9.1 This contract will be subject to the Law of Spain.
- 9.2 Any dispute between the parties arising from the interpretation or application of the provisions of this contract which can not be settled amicably shall be brought before the court of Granada.

## **10. LIABILITY**

The subcontractor shall have sole responsibility for complying with any legal obligations incumbent on him in accordance with the Service Contract. Furthermore, the subcontractor will comply with the conditions specified in the EAHC Contract, which are analogous to the Service Contract.

## **11. TRADEMARKS**

12.1. The JUMC in Krakow gives its consent to the consortium leader to use its trademark "the coat of arms of the Jagiellonian University" – certificate of registration no. Z\_345995 and its trademark "JAGIELLONIAN UNIVERSITY", certificate of registration no. Z-358257, protected throughout the territory of the Republic of Poland hereinafter referred to as "trademarks".

12.2. Consortium members have the right to use the above mentioned trademarks only in relation to the existence and functioning of this Consortium.

12.3. Consortium members are required to use the trademark in accordance with the principles set out in this Agreement and with the requirements of the Jagiellonian University, particularly in a manner which:

- 1) is in accordance to the law, maintains public order, is in accordance with accepted standards of morality, abides by the rules of social coexistence and insures that the good name and image of the University is not tarnished;
- 2) is not misleading as to the nature, purpose, origin, quality and characteristics of the goods or services bearing the trademark;
- 3) will prevent the abuse of property rights of third parties;

The JU reserves the right to immediately revoke permission to use the trademark by the remaining Consortium members if its good name or the reputation of the trademark is at a risk of being tarnished or is tarnished.



**12. ANNEXES**

The Annexes forming an integral part of this contract are:

Annex I: EAHC Service Contract Nr. **2013 62 09** and General Conditions for Service Contracts.

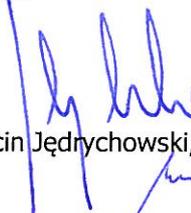
Annex II: Terms of reference.

In Granada ..... May, 2014

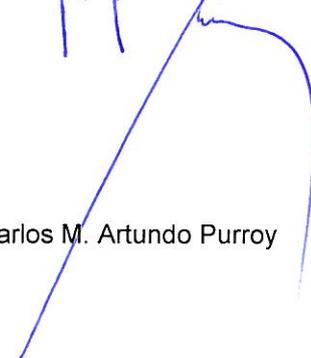
Signed on behalf of  
SUBCONTRACTOR

  
Prof. Maciej Małecki, MD, PhD

19 MAJ 2014

  
Marcin Jędrychowski, MA

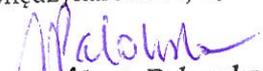
Signed on behalf of  
CONSORTIUM LEADER

  
Carlos M. Artundo Purroy

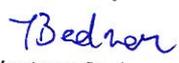
13.06.2014



Dział Nauki i Współpracy  
Międzynarodowej UJ CM

  
mgr Paloma  
p.o. Kierownika

Dział Nauki i Współpracy  
Międzynarodowej UJ CM

  
mgr Justyna Bednarz  
Samodzielny Referent

**ANNEX I**

**EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts**

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Contract as annex I



**Terms of Reference for Professional Services to be provided by:  
JAGIELLONIAN UNIVERSITY (POLAND)  
As part of the development of the project  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## **1. Framework**

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### ***Overall Goal***

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### ***Specific Objectives***

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## **2. Background**

The project is divided into five (5) Work Packages (WP). WP4 includes the training of trainers, organisation and design of national training programmes to pilot the training material developed under WP3, and the evaluation of these programmes.

The Training of Trainers (ToT) workshop, which will be organised as part of the project, has two aims. The first is to undertake the first piloting of the training materials. The second is to train

national trainers, who in turn will support the second, national piloting of the materials and their evaluation. WP5 includes the final versions of the materials and the dissemination of the results.

### 3. Goals of the Terms of Reference

The objective of these terms of reference is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

The consultant will carry out activities in the framework of the following work packages:

- WP4 – Training of trainers, pilot training programmes and evaluation.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The consultant is expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures related to this project.

### 4. Expected Results

#### 4.1 WP4 Training of trainers, pilot training programmes and evaluation

- Participation in the Training of Trainers (ToT) workshop: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached Annex 1).
- Planning, organising and evaluating a pilot training programme in Poland (annex 2 attached provides more detailed information regarding the organization and development of that training programme).

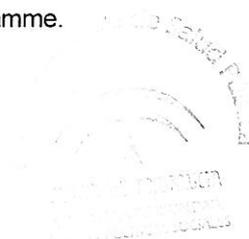
#### 4.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

### 5. Expected Outcomes

#### 5.1 WP4 Training of trainers, pilot training programmes and evaluation

- ❖ Final selection of trainers and participation in ToT workshop.
- ❖ Pilot training programme, adapted to the special circumstances of Poland.
- ❖ Evaluation report of the pilot training programme.



5.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

## 6. Timeline for the Work and Delivery of Products

- ❖ Send a final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The training programme will be developed within a **two-month period following** completion of the ToT workshop.
- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

## 7. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 45.336 €.

Payments will be made as follows:

- Pre-financing: 3.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 22.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, January-February, 2015).
- Final balance: 20.336 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.



**Annex 1**

**Criteria for selection of trainers**



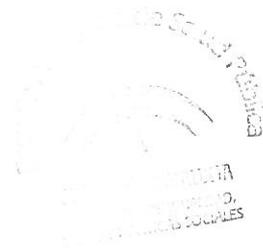
Criteria for selection of trainers

- Priority will be given to professionals with a demonstrated interest in improving health care for migrants and ethnic minorities,
- English language knowledge and skills in order for the trainees to be able to interact with other trainers,
- Can make him/herself available for the times required both to develop and implement the training activities in the country of origin,
- Recognised career trajectory in health care / clinical practice,
- Ability to understand and explain the content of the training courses,
- Demonstrated familiarity with the principles of adult and professional education and ability to adapt and apply these effectively with different groups of people,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way. Skilled in group work, team work, negotiation and leadership,
- Ability to design learning activities to develop skills required in the work context,
- Can use the internet, e-mail and word processing software (basic use).
- To be selected in collaboration with national authorities.



**Annex 2**

**Additional information about national pilot training programme**



## National pilot training programme

### Objectives

- Review, adapt and translate educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

### Activities

The institution's selected trainers will be responsible for the following functions and tasks:

#### 1. Review and adaptation of educational materials and guidance for students

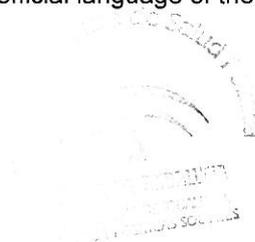
##### a. **Training package** composed by

- Curriculum model,
- Training needs assessment tool (questionnaire to evaluate the trainees' needs and to support the adaptation of the training materials to the local situation),
- Trainers' and trainee manuals or guides, and
- Training materials for tutorial and practical sessions.

##### b. **Manual or guide** for students, of approximately 50-100 pages each, including:

- Learning objectives,
- Background information (reference guide),
- Copies of slides – 6 per page,
- Recommended reading, including scientific articles,
- Practical exercises focusing on training material content, and
- Suggestions for further learning, including links to relevant initiatives.

#### 2. Translation of the educational materials and student guide to the official language of the country.



3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to healthcare, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training (see report template in annex 3).

#### **Expected outputs**

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

#### **Evaluation of the training programme**

The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

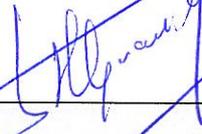
- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.



 Escuela Andaluza de Salud Pública CONSEJERÍA DE SALUD	<b>DIRECCION DE GESTION.          CONTRATACION.          SOLICITUD DE FIRMA DE          DOCUMENTO.</b>	Expediente 2014/00039
	Documento nº: 2014/DOC-00165	Fecha de Alta: 16/04/2014

## Subcontract to EAHC Contract Nr. 2013 62 09 IOM

<b>Tipo de documento</b>		
NATIONAL INSTITUTE FOR PUBLIC HEALTH IOM		
<b>FECHA DEL DOC</b>	<b>Nº total de páginas</b>	<b>Importe</b>
16/04/2014	1	49.024
<b>Necesita Firma de EASP</b>		<b>Necesita Firma de Contraparte</b>
1		1
<b>Descripción</b>		
SUBCONTRATACIÓN DE SERVICIO		
<b>Observaciones contrato</b>		
Código del proyecto : 13-30772		
Observaciones Dirección de Gestión		

<b>Revisado por</b>	<b>Registrado por</b>
Manuel García Olalla	Juan Ignacio Alguacil Sánchez
Firma 	Firma 
Fecha	Fecha
16/04/2014	

VºBº Alfredo Segura



## SERVICE CONTRACT

### (Subcontract to EAHC Contract Nr. 2013 62 09)

LEG APPROVAL CODE: BEL/FUND/AL0069/2014

#### BETWEEN

ESCUELA ANDALUZA DE SALUD PÚBLICA (EASP)  
 Registration number: ES A-18049635  
 Cuesta del Observatorio 4, Campus Universitario Cartuja  
 Granada, SPAIN  
 VAT registration number: ESA 18049635  
 (hereinafter referred to as 'the consortium leader'), represented for the purpose of the signature of this contract by Mr. Carlos M. Artundo Purroy, Chief Executive Officer

#### AND

INTERNATIONAL ORGANIZATION FOR MIGRATION - IOM  
 Registration number: 6000055563  
 Rue Montoyer, 40  
 Brussels, BELGIUM  
 (hereinafter referred to as 'the subcontractor'), represented for the purpose of the signature of this contract by Mr. Bernd Hemingway, Regional Director of RO Brussels

#### WHEREAS

- A. The Executive Agency for Health and Consumers (EAHC), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), has concluded the Service Contract Nr. 2013 62 09 (hereinafter referred to as "the EAHC Contract", annex I) on December, the 23rd 2013, with the consortium leader for the purpose of conducting the project concerning 'Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma', hereinafter called the "project".
- B. It is the intention that part of the project should be carried out on behalf of the consortium leader by the subcontractor under the terms and conditions required by the EAHC Contract in respect of subcontracted services and set out in these documents, notably Article II.7 of the General Conditions for Service Contracts of the EAHC Contract. If this subcontract conflicts with the abovementioned EAHC Contract, the latter shall prevail.
- C. The subcontractor accepts that, in undertaking services under subcontract to the consortium leader in respect of EAHC Contract n° **2013 62 09**, it is bound by the terms and conditions of the said contract, in so far as they relate to the requirements set out in this subcontract. The subcontractor recognises that the consortium leader has certain obligations to *the Commission* in respect with the administration and reporting of technical progress on the project and will maintain and provide such necessary documentation as is required by the EAHC Contract.

- D. The subcontractor will take any actions necessary to ensure that the confidentiality of the work is maintained.

## IT IS THEREFORE AGREED THAT:

### 1. THE CONTRACT WORK

The subcontractor will carry out the work set out in the terms of reference (annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing.

### 2. FINANCIAL MODALITIES

2.1 The maximum amount of the price of the subcontracted work will be EUR 49.024.

2.2 Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions is stated in the terms of reference. Invoices will be submitted to allow the consortium leader to comply with *the Commission* reporting as referred to in Article I.4 of the EAHC Contract.

### 3. CONDUCT OF THE PROJECT WORK

Subcontractor is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable, if appropriate, or as may otherwise be mutually agreed in writing.

### 4. CONFIDENTIALITY

Subcontractor will take all necessary steps to ensure that the requirements of the Commission Contract Service in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the services performed are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the project.

### 5. EXPLOITATION OF RESULTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

### 6. AMENDMENTS

Any amendment to the subcontract in respect of notably objectives, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the consortium leader. This contract can be terminated by either party subject to a period of notice given that is not less than three months from the date of written notice of such termination. In case of termination, the Subcontractor shall be duly paid for all commitments and costs incurred before the date of notice of such termination.

The Annexes forming an integral part of this contract are:

Annex I: EAHC Service Contract Nr. **2013 62 09** and General Conditions for Service Contracts.

Annex II: Terms of reference.

In Granada, 2014

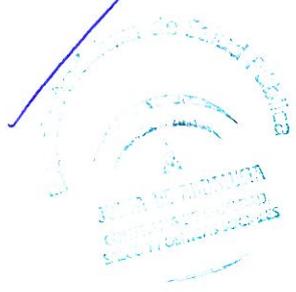
Signed on behalf of  
SUBCONTRACTOR

Signed on behalf of  
the CONSORTIUM LEADER

In Brussels, 2014

Bernd Hemingway

Carlos M. Artundo Purroy



13.06.2014

**7. DURATION**

7.1 This agreement takes effect upon signature by the duly authorized representatives.

7.2 This agreement will remain in force throughout the life of EAHC Contract, terminating in March 2016.

**8. COMMUNICATION**

A copy of this subcontract could be sent to the Commission in accordance to Final Administrative Report requirements.

**9. DISPUTE RESOLUTION AND STATUS OF THE SUBCONTRACTOR**

9.1 Any dispute, controversy or claim arising out of or in relation to this contract, or the breach, termination or invalidity thereof, shall be settled amicably by negotiation between the Parties. In the event that such negotiation is unsuccessful, either Party may submit the dispute to arbitration. The arbitration will be carried out in accordance with the UNCITRAL arbitration rules. The arbitral award will be final and binding.

9.2 Nothing in this contract affects the privileges and immunities enjoyed by the Subcontractor as an intergovernmental organization.

**10. LIABILITY**

The subcontractor shall have sole responsibility for complying with any legal obligations incumbent on him and in accordance with the conditions laid down in the EAHC Contract.

The Subcontractor shall not be liable for any delay in performing or failure to perform any of its obligations under this contract if such delay or failure is caused by force majeure, such as civil disorder, military action, natural disaster and other circumstances which are beyond the control of the Subcontractor. In such event, the Subcontractor will give immediate notice in writing to the consortium leader of the existence of such cause or event and of the likelihood of delay.

**11. EXCLUSIONS**

The following exclusions to the General Conditions for Service Contracts are agreed to by the Parties in respect of this contract:

- Article II.6
- Article II.12
- Third paragraph of Article II.15.2
- Article II.15.5
- Article II.16.3
- Article II.16.4
- Article II.16.5
- Article II.16.6
- Article II.18

**12. ANNEXES**

**ANNEX I**

**EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts**

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Contract as annex I



AG



## II – GENERAL CONDITIONS FOR SERVICE CONTRACTS

### ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

- II.1.1 The contractor shall perform the contract to the highest professional standards.
- II.1.2 The contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the contract under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- II.1.3 Without prejudice to Article II.4 any reference made to the contractor's personnel in the contract shall relate exclusively to individuals involved in the performance of the contract.
- II.1.4 The contractor must ensure that the personnel performing the contract possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5 The contractor shall neither represent the contracting authority nor behave in any way that would give such an impression. The contractor shall inform third parties that it does not belong to the European public service.
- II.1.6 The contractor shall be solely responsible for the personnel who executes the tasks assigned to the contractor.

The contractor shall stipulate the following employment or service relationships with its personnel:

- (a) personnel executing the tasks assigned to the contractor may not be given orders directly by the contracting authority;
- (b) the contracting authority may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against the contracting authority any right arising from the contractual relationship between the contracting authority and the contractor.
- II.1.7 In the event of disruption resulting from the action of one of the contractor's personnel working on the contracting authority's premises or in the event that the expertise of a member of the contractor's personnel fails to correspond to the profile required by the contract, the contractor shall replace him without delay. The contracting authority shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the contract under the same contractual conditions. The contractor shall be responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.
- II.1.8 Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the contractor shall immediately and on its own initiative record it and report it to the contracting

authority. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the contractor to ensure full compliance with its obligations under this contract. In such an event the contractor shall give priority to solving the problem rather than determining liability.

- II.1.9 Should the contractor fail to perform its obligations under the contract, the contracting authority may - without prejudice to its right to terminate the contract - reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, the contracting authority may claim compensation or impose liquidated damages in accordance with Article II.12.

## ARTICLE II.2 – MEANS OF COMMUNICATION

- II.2.1 Any communication relating to the contract or to its performance shall be made in writing and shall bear the contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this contract.

- II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of that communication provided it is sent to the addressees listed in Article I.6. Without prejudice to the preceding, if the sending party receives a message of non-delivery to or of absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without unjustified delay.

- II.2.3 Mail sent using the postal services is deemed to have been received by the contracting authority on the date on which it is registered by the department responsible referred to in Article I.6.

Any formal notification shall be made by registered mail with return receipt or equivalent, or by equivalent electronic means.

## ARTICLE II.3 – LIABILITY

- II.3.1 The contractor shall be solely responsible for complying with any legal obligations incumbent on it.

- II.3.2 The contracting authority shall not be held liable for any damage caused or sustained by the contractor, including any damage caused by the contractor to third parties during or as a consequence of performance of the contract, except in the event of wilful misconduct or gross negligence on the part of the contracting authority.

- II.3.3 The contractor shall be held liable for any loss or damage sustained by the contracting authority in performance of the contract, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the contract. Nevertheless, if the damage

or loss is caused by the gross negligence or wilful misconduct of the contractor or of its personnel or subcontractors, the contractor shall have unlimited liability for the amount of the damage or loss.

- II.3.4 The contractor shall indemnify and hold the Union harmless for all damages and costs incurred due to any claim. The contractor shall provide compensation in the event of any action, claim or proceeding brought against the contracting authority by a third party as a result of damage caused by the contractor during the performance of the contract. In the event of any action brought by a third party against the contracting authority in connection with the performance of the contract, including any alleged breach of intellectual property rights, the contractor shall assist the contracting authority. Such expenditure incurred by the contractor may be borne by the contracting authority.
- II.3.5 The contractor shall take out an insurance policy against risks and damage relating to the performance of the contract, if required by the relevant applicable legislation. It shall take out supplementary insurance as reasonably required by standard practice in the industry. A copy of all the relevant insurance contracts shall be sent to the contracting authority should it so request.

#### ARTICLE II.4 - CONFLICT OF INTEREST

- II.4.1 The contractor shall take all the necessary measures to prevent any situation of conflict of interest. Such situation arises where the impartial and objective performance of the contract is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2 Any situation constituting or likely to lead to a conflict of interest during the performance of the contract shall be notified to the contracting authority in writing without delay. The contractor shall immediately take all the necessary steps to rectify the situation. The contracting authority reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3 The contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the contract.
- II.4.4 The contractor shall pass on all the relevant obligations in writing to its personnel and to any natural person with the power to represent it or take decisions on its behalf and ensure that it is not placed in a situation which could give rise to conflicts of interest. The contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the contract including subcontractors.

## ARTICLE II.5 – CONFIDENTIALITY

II.5.1 The contracting authority and the contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally in relation to the performance of the contract and identified in writing as confidential.

The contractor shall:

- (a) not use confidential information and documents for any purpose other than fulfilling its obligations under the contract without prior written agreement of the contracting authority;
- (b) ensure the protection of such confidential information and documents with the same level of protection it uses to protect its own confidential information, but in no case any less than reasonable care;
- (c) not disclose directly or indirectly confidential information and documents to third parties without prior written agreement of the contracting authority.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on the contracting authority and the contractor during the performance of the contract and for five years starting from the date of the payment of the balance unless:

- (a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- (b) the confidential information becomes public through other means than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- (c) the disclosure of the confidential information is required by law.

II.5.3 The contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the contract, an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

## ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Any personal data included in the contract shall be processed pursuant to Regulation (EC) 45/2001 of the European Parliament and of the Council of 18 December 2000 on the protection of individuals with regard to the processing of personal data by the Community institutions and bodies and on the free movement of such data. Such data shall be processed by the data controller solely for the purposes of the performance, management and monitoring of the contract without prejudice to its possible transmission to the bodies charged with monitoring or inspection tasks in application of Union law.

II.6.2 The contractor shall have the right to access its personal data and the right to rectify any such data. The contractor should address any queries concerning the processing of its personal data to the data controller.

II.6.3 The contractor shall have right of recourse at any time to the European Data Protection Supervisor.

- II.6.4 Where the contract requires the processing of personal data by the contractor, the contractor may act only under the supervision of the data controller, in particular with regard to the purposes of the processing, the categories of data which may be processed, the recipients of the data and the means by which the data subject may exercise his rights.
- II.6.5 The contractor shall grant its personnel access to the data to the extent strictly necessary for the performance, management and monitoring of the contract.
- II.6.6 The contractor undertakes to adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned in order to:
- (a) prevent any unauthorised person from gaining access to computer systems processing personal data, and especially:
    - (i) unauthorised reading, copying, alteration or removal of storage media;
    - (ii) unauthorised data input, as well as any unauthorised disclosure, alteration or erasure of stored personal data;
    - (iii) unauthorised use of data-processing systems by means of data transmission facilities;
  - (b) ensure that authorised users of a data-processing system can access only the personal data to which their access right refers;
  - (c) record which personal data have been communicated, when and to whom;
  - (d) ensure that personal data being processed on behalf of third parties can be processed only in the manner prescribed by the contracting authority;
  - (e) ensure that, during communication of personal data and transport of storage media, the data cannot be read, copied or erased without authorisation;
  - (f) design its organisational structure in such a way that it meets data protection requirements.

#### ARTICLE II.7 – SUBCONTRACTING

- II.7.1 The contractor shall not subcontract without prior written authorisation from the contracting authority nor cause the contract to be de facto performed by third parties.
- II.7.2 Even where the contracting authority authorises the contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this contract.
- II.7.3 The contractor shall make sure that the subcontract does not affect rights and guarantees granted to the contracting authority by virtue of this contract, notably by Article II.18.

**ARTICLE II.8 – AMENDMENTS**

II.8.1 Any amendment to the contract shall be made in writing before fulfilment of any new contractual obligations and in any case before the date of payment of the balance.

II.8.2 The amendment may not have the purpose or the effect of making changes to the contract which might call into question the decision awarding the contract or result in unequal treatment of tenderers.

**ARTICLE II.9 – ASSIGNMENT**

II.9.1 The contractor shall not assign the rights, including claims for payments, and obligations arising from the contract, in whole or in part, without prior written authorisation from the contracting authority.

II.9.2 In the absence of such authorisation, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the contractor shall not be enforceable against the contracting authority and shall have no effect on it.

**ARTICLE II.10 – OWNERSHIP OF THE RESULTS - INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS****II.10.1 Definitions**

In this contract the following definitions apply:

(1) 'results' means any intended outcome of the performance of the contract which is delivered and finally accepted by the contracting authority.

(2) 'creator' means any natural person who contributed to the production of the result and includes personnel of the contracting authority or a third party.

(3) 'pre-existing rights' means any industrial and intellectual property rights, including background technology, which exist prior to the contracting authority or the contractor ordering them for the purpose of the contract execution and include rights of ownership and use by the contractor, the creator, the contracting authority and any third parties.

**II.10.2 Ownership of the results**

The ownership of the results shall be fully and irrevocably acquired by the Union under this contract including any rights in any of the results listed in this contract, including copyright and other intellectual or industrial property rights, and all technological solutions and information contained therein, produced in performance of the contract. The contracting authority may exploit them as stipulated in this contract. All the rights shall be acquired by the Union from the moment the results are delivered by the contractor and accepted by the contracting authority. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the contractor to the Union.

The payment of the price as set out in the order forms or specific contracts is deemed to include any fees payable to the contractor in relation to the acquisition of ownership of rights by the Union including all forms of use of the results.

The acquisition of ownership of rights by the Union under this contract covers all territories worldwide.

Any intermediary sub-result, raw data, intermediary analysis made available by the contractor cannot be used by the contracting authority without the written consent of the contractor, unless the contract explicitly provides for it to be treated as a self-contained result.

### **II.10.3 Licensing of pre-existing rights**

The Union shall not acquire ownership of the pre-existing rights.

The contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to the Union which may use the pre-existing right as foreseen in Article I.8.1 or in order forms or specific contracts. All the pre-existing rights shall be licensed to the Union from the moment the results were delivered and accepted by the contracting authority.

The licensing of pre-existing rights to the Union under this contract covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

### **II.10.4 Modes of exploitation**

The Union shall acquire ownership of each of the results produced as an outcome of this contract which may be used for any of the following purposes:

- (a) giving access upon individual requests without the right to reproduce or exploit, as provided for by Regulation 1049/2001 of the European Parliament and of the Council of 30 May 2001 regarding public access to European Parliament, Council and Commission documents;
- (b) storage of the original and copies made in accordance with this contract;
- (c) archiving in line with the document management rules applicable to the contracting authority.

### **II.10.5 Identification and evidence of granting of pre-existing rights and rights of third parties**

When delivering the results, the contractor shall warrant that they are free of rights or claims from creators and third parties including in relation to pre-existing rights, for any use envisaged by the contracting authority. This does not concern the moral rights of natural persons.

The contractor shall establish to that effect a list of all pre-existing rights and rights of creators and third parties on the results of this contract or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result the contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

Upon request by the contracting authority, the contractor shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties except for the rights owned by the Union.

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- (a) the name and version number of a software product;
- (b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- (c) a copy of the licence to use the product or of the agreement granting the relevant rights to the contractor or a reference to this licence;
- (d) a copy of the agreement or extract from the employment contract granting the relevant rights to the contractor where parts of the results were created by its personnel;
- (e) the text of the disclaimer notice if any.

Provision of evidence does not release the contractor from its responsibilities in case it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The contractor also warrants that it possesses the relevant rights or powers to execute the transfer and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

#### **II.10.6 Creators**

By delivering the results the contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be recalled on request in the manner communicated by the contractor to the contracting authority.

The contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

#### **II.10.7 Persons appearing in photographs or films**

If natural, recognisable persons appear in a result or their voice is recorded the contractor shall submit a statement of these persons (or of the persons exercising parental authority in case of minors) where they give their permission for the described use of their image or voice on request by the contracting authority. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

#### **II.10.8 Copyright for pre-existing rights**

When the contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1 with the following disclaimer: © - year – European Union. All rights reserved. Certain parts are licensed under conditions to the EU.

**II.10.9 Visibility of Union funding and disclaimer**

When making use of the results, the contractor shall declare that they have been produced within a contract with the Union and that the opinions expressed are those of the contractor only and do not represent the contracting authority's official position. The contracting authority may waive this obligation in writing.

**ARTICLE II.11 – FORCE MAJEURE**

**II.11.1** 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the contract, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.

**II.11.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.

**II.11.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.

**II.11.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

**ARTICLE II.12 – LIQUIDATED DAMAGES**

The contracting authority / Commission may impose liquidated damages should the contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the contractor fail to perform its contractual obligations within the time-limits set by the contract, then, without prejudice to the contractor's actual or potential liability or to the contracting authority's right to terminate the contract, the contracting authority / Commission may impose liquidated damages for each and every calendar day of delay according to the following formula:

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

$V$  is the amount specified in Article I.3.1;

$d$  is the duration specified in Article I.2.3 expressed in calendar days.

The contractor may submit arguments against this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by the contracting authority / Commission within 30 days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

## **ARTICLE II.13 – SUSPENSION OF THE PERFORMANCE OF THE CONTRACT**

### **II.13.1 Suspension by the contractor**

The contractor may suspend the performance of the contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The contractor shall inform the contracting authority about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the contract.

Once the circumstances allow resuming performance, the contractor shall inform the contracting authority immediately, unless the contracting authority has already terminated the contract.

### **II.13.2 Suspension by the contracting authority**

The contracting authority may suspend the performance of the contract or any part thereof:

- (a) if the contract award procedure or the performance of the contract prove to have been subject to substantial errors, irregularities or fraud;
- (b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the contractor receives formal notification, or at a later date provided in the notification. The contracting authority shall give notice as soon as possible to the contractor to resume the service suspended or inform the contractor that it is proceeding with the termination of the contract. The contractor shall not be entitled to claim compensation on account of suspension of the contract or of part thereof.

## **ARTICLE II.14 – TERMINATION OF THE CONTRACT**

### **II.14.1 Grounds for termination**

The contracting authority may terminate the contract in the following circumstances:

- (a) if a change to the contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the contract substantially or calls into question the decision to award the contract;
- (b) if execution of the tasks has not actually commenced within three months of the date foreseen, and the new date proposed, if any, is considered unacceptable by the contracting authority, taking into account Article II.8.2;
- (c) if the contractor does not perform the contract as established in the tender specifications or fails to fulfil another substantial contractual obligation;
- (d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the contract has been suspended by the contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming

performance is impossible or the modifications to the contract might call into question the decision awarding the contract or result in unequal treatment of tenderers;

- (e) if the contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- (f) if the contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- (g) if the contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established or with those of the country of the applicable law of this contract or those of the country where the contract is to be performed;
- (h) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the Union's financial interests;
- (i) if the contracting authority has evidence that the contractor or natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the contract, including in the event of submission of false information;
- (j) if the contractor is unable, through its own fault, to obtain any permit or licence required for performance of the contract.

#### II.14.2 Procedure for termination

When the contracting authority intends to terminate the contract it shall formally notify the contractor of its intention specifying the grounds thereof. The contracting authority shall invite the contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform the contracting authority about the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If the contracting authority does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination the contracting authority shall formally notify the contractor about its decision to terminate the contract. In the cases referred to in points (a), (b), (c), (e), (g) and (j) of Article II.14.1 the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1 the termination shall take effect on the day following the date on which notification of termination is received by the contractor.

#### II.14.3 Effects of termination

In the event of termination, the contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the

notification of termination, the contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The contractor shall have 60 days from the date of termination to draw up the documents required by the special conditions for the tasks already executed on the date of termination and produce an invoice if necessary. The contracting authority may recover any amounts paid under the contract.

The contracting authority may claim compensation for any damage suffered in the event of termination.

On termination the contracting authority may engage any other contractor to execute or complete the services. The contracting authority shall be entitled to claim from the contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the contract.

## **ARTICLE II.15 – REPORTING AND PAYMENTS**

### **II.15.1 Date of payment**

Payments shall be deemed to be effected on the date when they are debited to the contracting authority's account.

### **II.15.2 Currency**

The contract shall be in euros.

Payments shall be executed in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the *Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by the contracting authority.

### **II.15.3 Costs of transfer**

The costs of the transfer shall be borne in the following way:

- (a) costs of dispatch charged by the bank of the contracting authority shall be borne by the contracting authority,
- (b) cost of receipt charged by the bank of the contractor shall be borne by the contractor,
- (c) costs for repeated transfer caused by one of the parties shall be borne by the party causing repetition of the transfer.

### **II.15.4 Invoices and Value Added Tax**

Invoices shall contain the contractor's identification, the amount, the currency and the date, as well as the contract reference.

Invoices shall indicate the place of taxation of the contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

The contracting authority is, as a rule, exempt from all taxes and duties, including VAT, pursuant to the provisions of Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union.

The contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the contract are exempt from taxes and duties, including VAT exemption.

#### **II.15.5 Pre-financing and performance guarantees**

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the contractor. The contracting authority shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the tender specifications until its final acceptance by the contracting authority. The amount of a performance guarantee shall not exceed the total price of the contract. The guarantee shall provide that it remains in force until final acceptance. The contracting authority shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfill the following conditions:

- (a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the contractor and agreement by the contracting authority, by a third party;
- (b) the guarantor stands as first-call guarantor and does not require the contracting authority to have recourse against the principal debtor (the contractor).

The cost of providing such guarantee shall be borne by the contractor.

#### **II.15.6 Interim payments and payment of the balance**

The contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications.

The contractor shall submit an invoice for payment of the balance within 60 days following the end of the period referred to in Article I.2.3, accompanied by a final progress report or any other documents provided for in for in Article I.4 or in the tender specifications.

Upon receipt, the contracting authority shall pay the amount due as interim or final payment within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of recovery.

### **II.15.7 Suspension of the time allowed for payment**

The contracting authority may suspend the payment periods specified in Article I.4 at any time by notifying the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the contract, or because the appropriate documents have not been produced.

The contracting authority shall inform the contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by the contracting authority. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the contractor may request the contracting authority to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, the contracting authority reserves the right to terminate the contract in accordance with Article II.14.1(c).

### **II.15.8. Interest on late payment**

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.15.7, the contractor is entitled to interest on late payment at the rate applied by the European Central Bank for its main refinancing operations in Euros (the reference rate), plus eight points. The reference rate shall be the rate in force on the first day of the month in which the payment period ends, as published in the C series of the *Official Journal of the European Union*.

The suspension of the payment periods in accordance with Article II.15.7 may not be considered as a late payment.

Interest on late payment shall cover the period running from the day following the due date for payment up to and including the date of actual payment as defined in Article II.15.1.

However, when the calculated interest is lower than or equal to EUR 200, it shall be paid to the contractor only upon request submitted within two months of receiving late payment.

## **ARTICLE II.16 - REIMBURSEMENTS**

**II.16.1** Where provided by the special conditions or by the tender specifications, the contracting authority shall reimburse the expenses which are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets, or failing that, on production of copies or scanned originals, or on the basis of flat rates.

**II.16.2** Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

**II.16.3** Travel expenses shall be reimbursed as follows:

- (a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- (b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- (c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

In addition, travel outside Union territory shall be reimbursed provided the contracting authority has given its prior written consent.

**II.16.4** Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- (a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;
- (b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
- (c) daily subsistence allowance shall take the form of a flat-rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
- (d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
- e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat-rate ceilings specified in Article I.3.

**II.16.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided the contracting authority has given prior written authorisation.

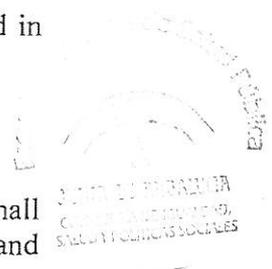
**II.16.6** Conversion between the euro and another currency shall be made as specified in Article II.5.2.

**ARTICLE II.17 – RECOVERY**

**II.17.1** If an amount is to be recovered under the terms of the contract, the contractor shall repay the contracting authority the amount in question according to the terms and by the date specified in the debit note.

**II.17.2** If the obligation to pay the amount due is not honoured by the date set by the contracting authority in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment, up to and including the date when the contracting authority receives full payment of the amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.



II.17.3 If payment has not been made by the due date, the contracting authority may, after informing the contractor in writing, recover the amounts due by offsetting them against any amounts owed to the contractor by the Union or by the European Atomic Energy Community or by calling in the financial guarantee, where provided for in Article I.4.

## ARTICLE II.18 – CHECKS AND AUDITS

II.18.1 The contracting authority and the European Anti-Fraud Office may check or have an audit on the performance of the contract. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the contract and during a period of five years which starts running from the date of the payment of the balance.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by the contracting authority. Audits shall be carried out on a confidential basis.

II.18.2 The contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of payment of the balance.

II.18.3 The contractor shall allow the contracting authority's staff and outside personnel authorised by the contracting authority the appropriate right of access to sites and premises where the contract is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.

II.18.4 On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the contractor, which shall have 30 days following the date of receipt to submit observations. The final report shall be sent to the contractor within 60 days following the expiry of that deadline.

On the basis of the final audit findings, the contracting authority may recover all or part of the payments made and may take any other measure which it considers necessary.

II.18.5 By virtue of Council Regulation (Euratom, EC) No 2185/96 of 11 November 1996 concerning on-the-spot checks and inspection carried out by the Commission in order to protect the European Communities' financial interests against fraud and other irregularities and Regulation (EC) No 1073/1999 of the European Parliament and the Council of 25 May 1999 concerning investigation conducted by the European Anti-Fraud Office (OLAF), the OLAF may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by the contracting authority.

**Terms of reference for professional services to be provided by the  
International Organization for Migration (IOM)  
to  
the Andalusian School of Public Health (EASP)  
as part of the EC tendered project  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

**Nature of contract**

Professional Services related to the implementation of the EC tendered project, led by EASP “Training Packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma”.

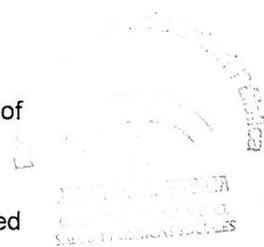
**Project background and purpose of contract**

The project “Training Packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma” is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and budget of the project to be implemented by consortium consisting of the Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

The overall goal of the project is to facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

**Specific Objectives**

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.



## Scope of work to be performed by IOM

The objective of the ToRs is to define the tasks and activities to be completed through the institution's participation as a subcontractor in its corresponding work package/s

The institution will provide technical support within the framework of the work packages (WP) 0-3, as well as carry out activities in WP5.

- WP0 – Coordination and Management.
- WP1 – Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes.
- WP2 – Training materials development: review of existing training materials.
- WP3 – The content of new training materials, production of the training package.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

### WP0 Coordination and Management

- IOM shall participate and contribute to the regular meetings of the Advisory Group (AG) within the project's lifespan.
- IOM shall provide support to the elaboration of the project's Communications Plan.
- IOM shall comment the final Communication Plan.

### WP1 Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes

- IOM shall support the development of the review report:
  - Provide references to previous and on-going EU projects and policy developments, incl. of reviews and reports of relevance to the topic.
  - Provide inputs to the questionnaire/survey template.
  - Suggest potential countries and settings where health professionals training could be particularly useful.
- IOM shall provide comments to the first draft of D1: Migrant and ethnic minorities review report, incl. a framework for European collaboration on migrant and ethnic minorities' health, reflecting on key aspects that would need further analysis in consecutive WPs.

### WP2 Training materials development: review of existing training materials

- IOM shall contribute to the development of criteria for and to the evaluation of existing training experiences directed to health professionals, developed at national and European level and focused on identifying best practices and success/failure factors.
- IOM shall provide comments to D2: Training review report.

### WP3 The content of new training materials, production of the training package.

- IOM shall contribute to the development of criteria for and to the review report.
- IOM shall provide comments in the preparation and revise the final D3: Training programme

WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results

- IOM shall provide comments for the finalization of the training package.
- IOM shall be responsible for the organisation of one-day *Dissemination workshop* for government experts. The workshop will be held in Brussels or Luxembourg for indicatively 50 people. The training programme will be presented at this workshop, incl. a discussion on the sustainability of project outcomes.
  - IOM will be responsible for the logistical and administrative organization of the event incl. for lunch and coffee breaks, as well as the organization of travel/accommodation of selected participants.
  - The workshop will be organized in close collaboration with the lead partner (EASP) and the Advisory Group.

## Deliverables/Outputs

### WP0 Coordination and Management

- Revision of draft Communication plan, including suggestions for the final version.

### WP1 Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes

- Inputs in the revision of D1: Migrant and ethnic minorities review report, incl. a framework for European collaboration on migrant and ethnic minorities' health.

### WP2 Training materials development: review of existing training materials.

- Inputs in the revision of D2: Training review report.

### WP3 The content of new training materials, production of the training package.

- Inputs in the revision of D3: Training programme.

### WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results

- Inputs in the final revision of the training package.
- Dissemination workshop organized.

## Timeline

- ❖ WP 0: Revision of communication plan to be submitted two weeks after receipt of respective document version.
- ❖ WP1, WP2 and WP3: Inputs in accordance with the work plan elaborated by the institutions responsible for these WP.



*Handwritten signature in blue ink.*

- ❖ WP 5:
  - Inputs for the development and final revision of the training package in accordance with the work plan elaborated by the institution responsible for this WP.
  - Organization of the dissemination workshop:
    - Elaboration of the programme: April 2015
    - The dissemination workshop will take place in September 2015

## Remuneration

The maximum total amount available for services to be performed is 49.024 €.

Payments will be made as follows:

- Pre-financing: 12.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 24.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, October-December 2014).
- Final balance: 13.024 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

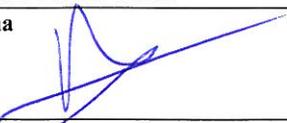
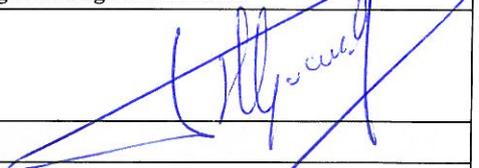
If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.

 Escuela Andaluza de Salud Pública CONSEJERÍA DE SALUD	<b>DIRECCION DE GESTION.          CONTRATACION.          SOLICITUD DE FIRMA DE          DOCUMENTO.</b>	Expediente 2014/00039
	Documento nº: 2014/DOC-00164	Fecha de Alta: 16/04/2014

Subcontract to EAHC Contract Nr. 2013 62 09,

## DUPLICADO DE CONTRATO

<b>Tipo de documento</b>		
EUROPEAN PUBLIC HEALTH ALLIANCE EPHA		
<b>FECHA DEL DOC</b>	<b>Nº total de páginas</b>	<b>Importe</b>
16/04/2014	1	16.136
<b>Necesita Firma de EASP</b>		<b>Necesita Firma de Contraparte</b>
1		1
<b>Descripción</b>		
SUBCONTRATACIÓN DE SERVICIO		
<b>Observaciones contrato</b>		
Código del proyecto : 13-30772		
Observaciones Dirección de Gestión		

<b>Revisado por</b>	<b>Registrado por</b>
Manuel García Olalla	Juan Ignacio Alguacil Sánchez
Firma 	Firma 
Fecha	Fecha
10/05/2014	

VºBº Alfredo Segura



## SERVICE CONTRACT

(Subcontract to EAHC Contract Nr. 2013 62 09)

### BETWEEN

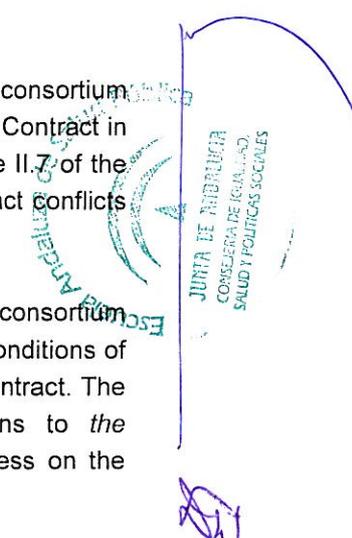
ESCUELA ANDALUZA DE SALUD PÚBLICA (EASP)  
 Registration number: ES A-18049635  
 Cuesta del Observatorio 4, Campus Universitario Cartuja  
 Granada, SPAIN  
 VAT registration number: ESA 18049635  
 (hereinafter referred to as 'the consortium leader'), represented for the purpose of the signature of this contract by Mr. Carlos M. Artundo Purroy, Chief Executive Officer

### AND

EUROPEAN PUBLIC HEALTH ALLIANCE – EPHA  
 Registration number: 556794  
 Rue de Trèves, 49-51  
 Brussels, BELGIUM  
 VAT Registration number: BE 0451133736  
 [hereinafter referred to as 'the subcontractor'], represented for the purpose of the signature of this contract by Ms. Emma Woodford, Interim Secretary General.

### WHEREAS

- A. The Executive Agency for Health and Consumers (EAHC), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), has concluded the Service Contract Nr. 2013 62 09 (hereinafter referred to as "the EAHC Contract", annex I) on December, the 23rd 2013, with the consortium leader for the purpose of conducting the project concerning 'Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma', hereinafter called the " project".
- B. It is the intention that part of the project should be carried out on behalf of the consortium leader by the subcontractor under the terms and conditions required by the EAHC Contract in respect of subcontracted services and set out in these documents, notably Article II.7 of the General Conditions for Service Contracts of the EAHC Contract. If this subcontract conflicts with the abovementioned EAHC Contract, the latter shall prevail.
- C. The subcontractor accepts that, in undertaking services under subcontract to the consortium leader in respect of EAHC Contract n° **2013 62 09**, it is bound by the terms and conditions of the said contract, in so far as they relate to the requirements set out in this subcontract. The subcontractor recognises that the consortium leader has certain obligations to *the Commission* in respect with the administration and reporting of technical progress on the



project and will maintain and provide such necessary documentation as is required by the EAHC Contract.

- D. The subcontractor will take any actions necessary to ensure that the confidentiality of the work is maintained.

## IT IS THEREFORE AGREED THAT:

### 1. THE CONTRACT WORK

The subcontractor will carry out the work set out in the terms of reference (annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing.

### 2. FINANCIAL MODALITIES

2.1 The maximum amount of the price of the subcontracted work will be EUR 16.136.

2.2 Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions are stated in the terms of reference. Invoices will be submitted to allow the consortium leader to comply with *the Commission* reporting as referred to in Article I.4 of the EAHC Contract.

### 3. CONDUCT OF THE PROJECT WORK

Subcontractor is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable, if appropriate, or as may otherwise be mutually agreed in writing.

### 4. CONFIDENTIALITY

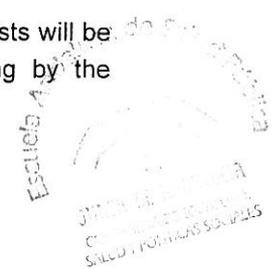
Subcontractor will take all necessary steps to ensure that the requirements of the Commission Contract Service in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the services performed are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the project.

### 5. EXPLOITATION OF RESULTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

### 6. AMENDMENTS

Any amendment to the subcontract in respect of notably objectives, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the consortium leader.



7. DURATION

7.1 This agreement takes effect upon signature by the duly authorised representatives.

7.2 This agreement will remain in force throughout the life of EAHC Contract, terminating on March 2016.

8. COMMUNICATION

A copy of this subcontract could be sent to the Commission in accordance to Final Administrative Report requirements.

9. APPLICABLE LAW AND COMPETENT COURT

9.1 This contract will be subject to the Law of Spain.

9.2 Any dispute between the parties arising from the interpretation or application of the provisions of this contract which can not be settled amicably shall be brought before the court of Granada.

10. LIABILITY

The subcontractor shall have sole responsibility for complying with any legal obligations incumbent on him and in accordance with the conditions laid down in the EAHC Contract.

11. ANNEXES

The Annexes forming an integral part of this contract are:

Annex I: EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts.

Annex II: Terms of reference.

In Granada 10 May 2014

Signed on behalf of

SUBCONTRACTOR

Ms Emma Woodford, Interim Secretary General.

Signed on behalf of  
CONSORTIUM LEADER

Carlos M. Artundo Purroy



Annex I : EAHC Service Contract Nr. 2013 62 09

**ANNEX I**

**EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts**

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Contract as annex I

**Terms of Reference for Professional Services to be provided by:  
EUROPEAN PUBLIC HEALTH ASSOCIATION (EPHA)  
As part of the development of the project  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## 1. Framework

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### The project's goals

#### *Overall Goal*

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### *Specific Objectives*

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## 2. Goals of the Terms of Reference

The objective of these terms of reference is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.



The consultant will carry out activities in the framework of the following work packages:

- WP3 – The content of new training materials, production of the training package.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

### 3. Expected Results

- 3.1 WP3            The content of new training materials, production of the training package.
- Inputs for the development of the review report  
The specific activities to be carried out will be established in the respective plan/work methodology elaborated by the institution responsible for the WP (EASP).
- 3.2 WP5            Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results
- Inputs for the final revision of the training package, as staff.
  - Support to IOM and EASP regarding planning, organizing and evaluating of the dissemination workshop (specially: conference logistics team and conference rapporteur)

### 4. Expected Outcomes

- 4.1 WP3            The content of new training materials, production of the training package.
- In accordance with the work plan elaborated by the institution responsible for this WP (EASP).
- 4.2 WP5            Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results
- Submission of inputs for the final revision of the training package.
  - Collaboration regarding the dissemination workshop in accordance with IOM and EASP (specially: conference logistics team and conference rapporteur)

### 5. Timeline for the Work and Delivery of Products

- ❖ Inputs related to WP3 and WP5 in accordance with the work plan elaborated by the institutions responsible for these WPs.

## 6. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 16.136 €.

Payments will be made as follows:

- Pre-financing: 3.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 5.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, January-February 2015).
- Final balance: 8.136 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.







Migrant and Ethnic Minorities Training Packages

**FINANCIAL IDENTIFICATION FORM**

**Account name:** European Public Health Alliance

**Address:** Rue de Trèves 49-51

**Town / city:** Brussels

**Postcode:** 1040

**Country:** Belgium

**Name or title under which the account has been opened:**

European Public Health Alliance

**Bank name:** ING

**Branch address:** Rond Point Schuman 9

**Town / city:** Brussels

**Postcode:** 1040

**Country:** Belgium

**Account number:** 310-0719992-47

**IBAN:** BE22310071999247

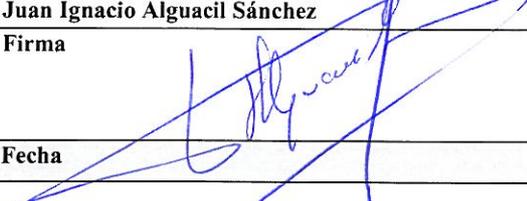




 Escuela Andaluza de Salud Pública CONSEJERÍA DE SALUD	<b>DIRECCION DE GESTION.          CONTRATACION.          SOLICITUD DE FIRMA DE          DOCUMENTO.</b>	Expediente 2014/00039
	Documento nº: 2014/DOC-00163	Fecha de Alta: 16/04/2014

## Subcontract to EAHC Contract Nr. 2013 62 09 SLOVAKIA

<b>Tipo de documento</b>		
NATIONAL INSTITUTE FOR PUBLIC HEALTH SLOVAKIA		
<b>FECHA DEL DOC</b>	<b>Nº total de páginas</b>	<b>Importe</b>
16/04/2014	1	45.336
<b>Necesita Firma de EASP</b>		<b>Necesita Firma de Contraparte</b>
1		1
<b>Descripción</b>		
SUBCONTRATACIÓN DE SERVICIO		
<b>Observaciones contrato</b>		
Código del proyecto : 13-30772		
<b>Observaciones Dirección de Gestión</b>		

<b>Revisado por</b>	<b>Registrado por</b>
Manuel García Olalla	Juan Ignacio Alguacil Sánchez
Firma 	Firma 
Fecha	Fecha
16/04/2014	

VºBº Alfredo Segura



## SERVICE CONTRACT

### (Subcontract to EAHC Contract Nr. 2013 62 09)

#### BETWEEN

ESCUELA ANDALUZA DE SALUD PÚBLICA (EASP)  
 Registration number: ES A-18049635  
 Cuesta del Observatorio 4, Campus Universitario Cartuja  
 Granada, SPAIN  
 VAT registration number: ESA 18049635  
 (hereinafter referred to as 'the consortium leader'), represented for the purpose of the signature of this contract by Mr. Carlos M. Artundo Purroy, Chief Executive Officer

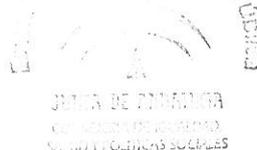
#### AND

TRNAVA UNIVERSITY – FACULTY OF HEALTH CARE AND SOCIAL WORK  
 Registration number: ---  
 Hornopotočná 23  
 Trnava, SLOVAKIA  
 VAT registration number: 31825249  
 [hereinafter referred to as 'the subcontractor'], represented for the purpose of the signature of this contract by Mr. Marek Smid, Rector

#### WHEREAS

- A. The Executive Agency for Health and Consumers (EAHC), acting under powers delegated by the Commission of the European Union (hereinafter referred to as "the Commission"), has concluded the Service Contract Nr. 2013 62 09 (hereinafter referred to as "the EAHC Contract", annex I) on December, the 23rd 2013, with the consortium leader for the purpose of conducting the project concerning 'Training packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma', hereinafter called the " project".
- B. It is the intention that part of the project should be carried out on behalf of the consortium leader by the subcontractor under the terms and conditions required by the EAHC Contract in respect of subcontracted services and set out in these documents, notably Article II.7 of the General Conditions for Service Contracts of the EAHC Contract. If this subcontract conflicts with the abovementioned EAHC Contract, the latter shall prevail.
- C. The subcontractor accepts that, in undertaking services under subcontract to the consortium leader in respect of EAHC Contract n° **2013 62 09**, it is bound by the terms and conditions of the said contract, in so far as they relate to the requirements set out in this subcontract. The subcontractor recognises that the consortium leader has certain obligations to *the Commission* in respect with the administration and reporting of technical progress on the project and will maintain and provide such necessary documentation as is required by the EAHC Contract.

1



- D. The subcontractor will take any actions necessary to ensure that the confidentiality of the work is maintained.

## IT IS THEREFORE AGREED THAT:

### 1. THE CONTRACT WORK

The subcontractor will carry out the work set out in the terms of reference (annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing.

### 2. FINANCIAL MODALITIES

2.1 The maximum amount of the price of the subcontracted work will be EUR 45.336.

2.2 Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions are stated in the terms of reference. Invoices will be submitted to allow the consortium leader to comply with *the Commission* reporting as referred to in Article I.4 of the EAHC Contract.

### 3. CONDUCT OF THE PROJECT WORK

Subcontractor is responsible for ensuring that the conduct of the work is to the required standards, is undertaken by the appropriate personnel and is carried out within the financial provisions and the timetable, if appropriate, or as may otherwise be mutually agreed in writing.

### 4. CONFIDENTIALITY

Subcontractor will take all necessary steps to ensure that the requirements of the Commission Contract Service in respect of the confidentiality and security of information, the protection of intellectual property and copyright arising from the services performed are observed by its staff, employees or any other person acting on its behalf who may have the opportunity of acquiring information relating to the project.

### 5. EXPLOITATION OF RESULTS, OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Article I.8 of the Service Contract as well as article II.10 of the General Conditions for Service Contracts shall apply.

### 6. AMENDMENTS

Any amendment to the subcontract in respect of notably objectives, timetable or costs will be determined by mutual agreement and will be subject to confirmation in writing by the consortium leader.

### 7. DURATION



7.1 This agreement takes effect upon signature by the duly authorised representatives.

7.2 This agreement will remain in force throughout the life of EAHC Contract, terminating on March 2016.

**8. COMMUNICATION**

A copy of this subcontract could be sent to the Commission in accordance to Final Administrative Report requirements.

**9. APPLICABLE LAW AND COMPETENT COURT**

9.1 This contract will be subject to the Law of Spain.

9.2 Any dispute between the parties arising from the interpretation or application of the provisions of this contract which can not be settled amicably shall be brought before the court of Granada.

**10. LIABILITY**

The subcontractor shall have sole responsibility for complying with any legal obligations incumbent on him and in accordance with the conditions laid down in the EAHC Contract.

**11. ANNEXES**

The Annexes forming an integral part of this contract are:

Annex I: EAHC Service Contract Nr. **2013 62 09** and General Conditions for Service Contracts.

Annex II: Terms of reference.

In Granada 16 April, 2014

Signed on behalf of  
SUBCONTRACTOR

Signed on behalf of  
CONSORTIUM LEADER

Marek Smid

Carlos M. Artundo Purroy

13. 06. 2014

**ANNEX I**

**EAHC Service Contract Nr. 2013 62 09 and General Conditions for Service Contracts**

The parties declare that know of this Service Contract with all its annexes and that it is an integral part of this Contract as annex I



**Terms of Reference for Professional Services to be provided by:  
TRNAVA UNIVERSITY (SLOVAKIA)  
As part of the development of the project  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

## **1. Framework**

This project is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and amount budgeted for the project's completion by the consortium to whom the contract was awarded: Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

### **The project's goals**

#### ***Overall Goal***

Facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

#### ***Specific Objectives***

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.

## **2. Background**

The project is divided into five (5) Work Packages (WP). WP4 includes the training of trainers, organisation and design of national training programmes to pilot the training material developed under WP3, and the evaluation of these programmes.

The Training of Trainers (ToT) workshop, which will be organised as part of the project, has two aims. The first is to undertake the first piloting of the training materials. The second is to train

national trainers, who in turn will support the second, national piloting of the materials and their evaluation. WP5 includes the final versions of the materials and the dissemination of the results.

### 3. Goals of the Terms of Reference

The objective of these terms of reference is to define the tasks and activities to be completed through the institution's participation in its corresponding work package/s, specifically those related to results, products, timeline and price.

The consultant will carry out activities in the framework of the following work packages:

- WP4 – Training of trainers, pilot training programmes and evaluation.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The consultant is expected to review the consortium's technical proposal and tender's specifications, included as Annex 1 and Annex 2 of the Manual on Rules and Procedures related to this project.

### 4. Expected Results

4.1 WP4 Training of trainers, pilot training programmes and evaluation

- Participation in the Training of Trainers (ToT) workshop: The institution will ensure the participation of the three previously selected trainers in the ToT workshop. Should the previously selected trainers need to be substituted, the institutions will select new trainers based on the criteria established in the technical proposal (see attached Annex 1).
- Planning, organising and evaluating a pilot training programme in Slovakia (annex 2 attached provides more detailed information regarding the organization and development of that training programme).

4.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

The specific products to be developed as part of support activities related to WP5 will be established in the respective plan/work methodology elaborated by the institution responsible for the WP.

### 5. Expected Outcomes

5.1 WP4 Training of trainers, pilot training programmes and evaluation

- ❖ Final selection of trainers and participation in ToT workshop.
- ❖ Pilot training programme, adapted to the special circumstances of Slovakia.
- ❖ Evaluation report of the pilot training programme.



5.2 WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot trainings, and dissemination of the results.

- ❖ In accordance with the work plan elaborated by the institution responsible for this WP.

## 6. Timeline for the Work and Delivery of Products

- ❖ Send a final list of participants in the ToT at least **15 days** prior to the event's celebration.
- ❖ The training programme will be developed within a **two-month period following** completion of the ToT workshop.
- ❖ The corresponding evaluation report will be submitted **20 days** following the training programme.

## 7. Total price, breakdown and payment conditions

The maximum total amount available for services to be performed is 45.336 €.

Payments will be made as follows:

- Pre-financing: 3.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 22.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, October-December 2014).
- Final balance: 20.336 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.



**Annex 1**

**Criteria for selection of trainers**





**Annex 2**

**Additional information about national pilot training programme**



## National pilot training programme

### Objectives

- Review, adapt and translate educational materials produced by the Consortium to support the development of the training programme.
- Organise and develop the training programme of a duration of three days for 30 professionals, in order to **test** the training materials.
- Prepare a report of the training programme, including materials used (reviewed and translated final versions), analysis of the lessons learned and a proposal for the sustainability of the program.

The institution should ensure that the national pilot training programme is done in collaboration with the national stakeholders, as well as health and education authorities responsible for the capability building of health professionals and service providers, health insurance organisations, and relevant national health professionals' associations and NGOs. The collaboration should aim to ensure the replication and sustainability of the training. The contact with the National Health authorities will be done by the contractor with the support of the EC and relevant consortium partners.

### Activities

The institution's selected trainers will be responsible for the following functions and tasks:

#### 1. Review and adaptation of educational materials and guidance for students

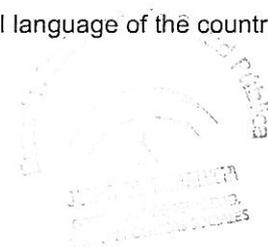
##### a. **Training package** composed by

- Curriculum model,
- Training needs assessment tool (questionnaire to evaluate the trainees' needs and to support the adaptation of the training materials to the local situation),
- Trainers' and trainee manuals or guides, and
- Training materials for tutorial and practical sessions.

##### b. **Manual or guide** for students, of approximately 50-100 pages each, including:

- Learning objectives,
- Background information (reference guide),
- Copies of slides – 6 per page,
- Recommended reading, including scientific articles,
- Practical exercises focusing on training material content, and
- Suggestions for further learning, including links to relevant initiatives.

#### 2. Translation of the educational materials and student guide to the official language of the country.



3. Development of a 3-day training programme for 30 participants, including technical support and full logistics coverage.

Proposed criteria for the selection of participants:

- Professionals with experience on health care,
- Demonstrated dedication to clinical practice,
- Ability to understand the content of the training courses,
- Demonstrated capacity to communicate and cooperate with other people in a collaborative way; skilled in group work, team work, negotiation and leadership, and
- Can use the internet, e-mail and word processing software (basic use).

The training programme will be previously adapted to the specific country, taking into consideration the migrant and ethnic minority entitlements to healthcare, health system characteristics and health professionals' training needs.

All (100%) of the sessions of the pilot training, as well as the materials, must be in the national language(s).

4. Elaboration of an evaluation report, describing the results achieved. It must describe how the materials were delivered and include the reviewed and translated student guide, lessons learnt from the training, relevant findings, obstacles, recommendations for the review of the training package and future training (see report template in annex 3).

#### **Expected outputs**

- Piloting of the program (duration: three-days),
- Translation of educational materials and student guide, and
- Preparation of the training programme report.

#### **Evaluation of the training programme**

The EASP will provide to the institution specific evaluation tools to allow the institution in question to:

- Evaluate the adaptation of the training materials to the local situation;
- Evaluate the training outcomes;
- Collect the trainers and trainees feedback for the training materials.



**Annex 3: Addendum to subcontract with IOM**

**Terms of reference for professional services to be provided by the  
International Organization for Migration (IOM)  
to  
the Andalusian School of Public Health (EASP)  
as part of the EC tendered project  
“TRAINING PACKAGES FOR HEALTH PROFESSIONALS TO IMPROVE  
ACCESS AND QUALITY OF HEALTH SERVICES FOR MIGRANTS AND  
ETHNIC MINORITIES, INCLUDING THE ROMA”**

**Nature of contract**

Professional Services related to the implementation of the EC tendered project, led by EASP “Training Packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma”.

**Project background and purpose of contract**

The project “Training Packages for health professionals to improve access and quality of health services for migrants and ethnic minorities, including the Roma” is regulated under the terms of contract number **2013 62 09**, signed between the European Commission (represented by the European Agency for Health and Consumers – EAHC) and the Andalusian School of Public Health – EASP. The contract specifies the terms and budget of the project to be implemented by consortium consisting of the Escuela Andaluza de Salud Pública - EASP (Spain), Faculty of Health and Medical Sciences, University of Copenhagen (Denmark), Azienda Unitá Sanitaria Locale Reggio Emilia - AUSL (Italy) and Academisch Medisch Centrum bij Universiteit van Amsterdam (Netherlands).

The overall goal of the project is to facilitate access to and improve the quality of health services for migrants and ethnic minorities (MEM) in the European Union, and reduce observed inequities.

**Specific Objectives**

1. Present an overview of the situation of MEM in Europe regarding their access to and use of health services and the extent to which services are adapted to their specific needs.
2. Building on previous experience, create a framework, a training programme and validated teaching-learning materials for all health care providers, aimed at improving the accessibility, quality and appropriateness of care provided to MEM in the EU.
3. Develop and apply a structured process that enables those with primary responsibility for the training and continuing education of health care providers in each country to take ownership of their training programme through active adaptation of the materials to their local situation and needs.



## Scope of work to be performed by IOM

The objective of the ToRs is to define the tasks and activities to be completed through the institution's participation as a subcontractor in its corresponding work package/s

The institution will provide technical support within the framework of the work packages (WP) 0-3, as well as carry out activities in WP5.

- WP0 – Coordination and Management.
- WP1 – Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes.
- WP2 – Training materials development: review of existing training materials.
- WP3 – The content of new training materials, production of the training package.
- WP5 – Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results.

### WP0 Coordination and Management

- IOM shall participate and contribute to the regular meetings of the Advisory Group (AG) within the project's lifespan.
- IOM shall provide support to the elaboration of the project's Communications Plan.
- IOM shall comment on the final Communication Plan.

### WP1 Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes

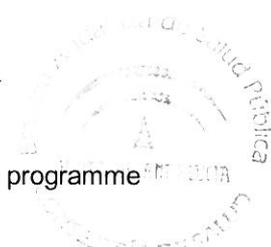
- IOM shall support the development of the review report:
  - Provide references to previous and on-going EU projects and policy developments, incl. of reviews and reports of relevance to the topic.
  - Provide inputs to the questionnaire/survey template.
  - Suggest potential countries and settings where health professionals training could be particularly useful.
- IOM shall provide comments to the first draft of D1: Migrant and ethnic minorities review report, incl. a framework for European collaboration on migrant and ethnic minorities' health, reflecting on key aspects that would need further analysis in consecutive WPs.

### WP2 Training materials development: review of existing training materials

- IOM shall contribute to the development of criteria for and to the evaluation of existing training experiences directed to health professionals, developed at national and European level and focused on identifying best practices and success/failure factors.
- IOM shall provide comments to D2: Training review report.

### WP3 The content of new training materials, production of the training package.

- IOM shall contribute to the development of criteria for and to the review report.
- IOM shall provide comments in the preparation and revise the final D3: Training programme



WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results

- IOM shall provide comments for the finalization of the training package.
- IOM shall be responsible for the organisation of one-day *Dissemination workshop* for government experts. The workshop will be held in Brussels or Luxembourg for indicatively 50 people. The training programme will be presented at this workshop, incl. a discussion on the sustainability of project outcomes.
  - IOM will be responsible for the logistical and administrative organization of the event incl. for lunch and coffee breaks, as well as the organization of travel/accommodation of selected participants.
  - The workshop will be organized in close collaboration with the lead partner (EASP) and the Advisory Group.

## Deliverables/Outputs

WP0 Coordination and Management

- Revision of draft Communication plan, including suggestions for the final version.

WP1 Review of the migrant and ethnic minorities' situation in the EU and identifying common challenges and best practices to feed into the training programmes

- Inputs in the revision of D1: Migrant and ethnic minorities review report, incl. a framework for European collaboration on migrant and ethnic minorities' health.

WP2 Training materials development: review of existing training materials.

- Inputs in the revision of D2: Training review report.

WP3 The content of new training materials, production of the training package.

- Inputs in the revision of D3: Training programme.

WP5 Final versions of the materials, the evaluation report summarising the challenges and opportunities during the pilot training, and dissemination of the results

- Inputs in the final revision of the training package.
- Dissemination workshop organized.

## Timeline

- ❖ WP 0: Revision of communication plan to be submitted two weeks after receipt of respective document version.
- ❖ WP1, WP2 and WP3: Inputs in accordance with the work plan elaborated by the institutions responsible for these WP.



## ❖ WP 5:

- Inputs for the development and final revision of the training package in accordance with the work plan elaborated by the institution responsible for this WP.
- Organization of the dissemination workshop:
  - o Elaboration of the programme: April 2015
  - o The dissemination workshop will take place in October 2015

**Remuneration**

The maximum total amount available for services to be performed is 52.024 €.

Payments will be made as follows:

- Pre-financing: 12.000 €. An initial payment will be made following the contract's signature and receipt of funds from EAHC.
- Interim payment: 24.000 €. A second payment will be made once the EASP has received funds from the financing authority corresponding to the interim payment (estimated date, October-December 2014).
- Final balance: 16.024 €. Final payment will be made effective once the EASP has received its corresponding final balance funds from EAHC (2016).

All payments are conditioned upon the submission and approval of required products/reports, as well as submission of the corresponding invoices. Payment of the final balance due will take all such conditions into account.

If work has not been completed under the terms agreed to by the responsible institution, a determination may be made to request a refund of the down payment made to that institution.



LEG Approval Code / Checklist Code	BEL/FUND/LA0274/2015 (Amendment)
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**Amendment to  
The Service Contract (Subcontract to EAHC Contract Nr. 2013 62 09)  
Between  
Escuela Andaluza De Salud Publica (EASP)  
And  
The International Organization For Migration (IOM)**

Preamble

The **Escuela Andaluza De Salud Publica ("EASP")** and the **International Organization For Migration ("IOM")** (also individually referred to as a **"Party"** and collectively as the **"Parties"**) have entered into a Service Contract on 16 May 2014 (hereinafter the **"Agreement"**).

The Parties now seek to amend the Agreement as follows:

1. Article 1 of the Agreement is deleted and replaced with the following:

**"1. THE CONTRACT WORK**

The subcontractor will carry out the work set out in the terms of reference revised in September 2015 (Revised Annex II) to this subcontract and in accordance with the timetable specified thereto, subject to such alterations as may be mutually agreed in writing."

2. Article 2 of the Agreement is deleted and replaced with the following:

**"2. FINANCIAL MODALITIES**

2.1. The maximum amount of the price of the subcontracted work will be EUR 52,024 (Fifty Two Thousand Twenty Four Euros only).

2.2. Subcontractor will ask for payment by submitting an invoice or invoices to the consortium leader at the address indicated above. Information about breakdown and payment conditions are stated in the terms of reference revised in September 2015 (Revised Annex II). Invoices will be submitted to allow the consortium leader to comply with the Commission reporting as referred to in Article I.4 of the EAHC Contract."

3. Article 12 of the Agreement is deleted and replaced with the following:

**"12. ANNEXES**

The Annexes forming an integral part of this Contract are:

Annex I: EAHC Service Contract No. 2013 62 09 and General Conditions for Service Contracts.

Revised Annex II: Terms of Reference revised in September 2015



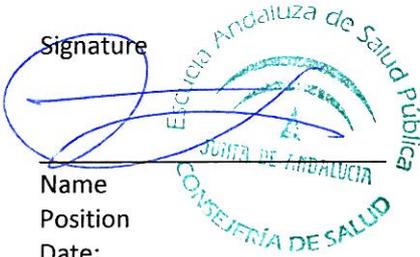
4. Annex II attached to the Agreement is hereby replaced with a new Terms of Reference revised in September 2015 ("Revised Annex II") valid from the date of revision and which forms an integral part of this Agreement.
5. All other terms and conditions of the Agreement remain in force.
6. Nothing in this Amendment and the Agreement affects the privileges and immunities enjoyed by IOM as an intergovernmental organization.
7. This Amendment enters into force on the date of the last signature of the Parties.

Signed in duplicate in English, on the date and at the places indicated below.

*For and on behalf of*  
The Escuela Andaluza De Salud Publica

*For and on behalf of*  
The International Organization  
for Migration

Signature



Name  
Position  
Date:  
Place:

Signature



Eugenio Ambrosi  
Regional Director  
Date:  
Place: Brussels