



Federale
Overheidsdienst
FINANCIEN

BEGROTING EN

BEHEERSCONTROLE

Erratum: p.29

**Public procedure for the appointment of the
economic operator with whom a licence
agreement can be concluded on behalf of the
Royal Mint of Belgium for the commercial
operating rights of commemorative coins,
collector coins and medals**

S&L/DA/2021/015

Contents

<i>I. Administrative provisions.....</i>	<i>4</i>
<i>I.1 Object and nature of the agreement to be concluded.....</i>	<i>5</i>
<i>I.2 Duration of the contract</i>	<i>6</i>
<i>I.3 Contracting authority – additional information</i>	<i>6</i>
<i>I.4 Contracting method</i>	<i>7</i>
<i>I.5 Regulations applicable to the licence agreement.....</i>	<i>7</i>
<i>I.5.1 Contract documents.....</i>	<i>8</i>
<i>I.6 Conflict of Interest - Incompatibilities.....</i>	<i>8</i>
<i>I.7 Statement of the remuneration price</i>	<i>9</i>
<i>I.8 Form and content of the tenders</i>	<i>9</i>
<i>I.9 Combination without legal personality.....</i>	<i>11</i>
<i>I.10 Period of the undertaking</i>	<i>11</i>
<i>I.11 Submitting and opening of the tenders</i>	<i>11</i>
<i>I.12 Opening of tenders.....</i>	<i>12</i>
<i>I.13 Right of access – Qualitative selection - Regularity of tenders.....</i>	<i>12</i>
<i>I.13.1 Right of access - Qualitative selection</i>	<i>12</i>
<i>I.13.1.1 Right of access.....</i>	<i>12</i>
<i>I.13.1.2 Grounds for exclusion.....</i>	<i>12</i>
<i>I.13.1.3 Qualitative selection in relation to the financial and economic capacities of the tenderer</i>	<i>16</i>
<i>I.13.1.4 Qualitative selection in relation to the technical capacity of the tenderer.....</i>	<i>16</i>
<i>I.14 Award criteria.....</i>	<i>18</i>
<i>I.14.1 The price (100 points), as specified below</i>	<i>18</i>
<i>I.14.2 Final score</i>	<i>20</i>
<i>I.14.3 Concluding a licence agreement</i>	<i>20</i>
<i>II. Contractual provisions</i>	<i>21</i>
<i>II.1 Leading service - Leading official</i>	<i>21</i>
<i>II.2 Liabilities of the licensee</i>	<i>21</i>
<i>II.2.1 Contractual liability.....</i>	<i>21</i>
<i>II.2.2 Insurance.....</i>	<i>22</i>
<i>II.3 Subcontractors- Outward processing.....</i>	<i>22</i>
<i>II.4 Monitoring the performed services.....</i>	<i>23</i>
<i>II.4.1 Monitoring the proper execution of the contract - technical inspections</i>	<i>23</i>
<i>II.5 Fees and price revision</i>	<i>24</i>
<i>II.5.1 Declaration and payment of fees payable for the operating rights</i>	<i>24</i>
<i>II.6 Intellectual property rights/management of the coin stamps.....</i>	<i>24</i>
<i>II.6.1 Intellectual property rights - Protection of personal data (General Data Protection Regulation).....</i>	<i>24</i>
<i>II.6.2 Management and protection of striking dies</i>	<i>26</i>
<i>II.7 Publicity - references - duty of discretion.....</i>	<i>27</i>
<i>II.8 The RMB’s own powers - Applicable law and jurisdiction</i>	<i>28</i>
<i>II. Technical provisions</i>	<i>29</i>
<i>III.1 General description.....</i>	<i>29</i>
<i>III.1.1 Definitions.....</i>	<i>29</i>

III.1.2	<i>Quantities and themes, procedure and implications for the commercial distribution</i>	30
III.1.2.1	<i>Two-euro commemorative coins</i>	30
III.1.2.2	<i>Collector coins</i>	30
III.1.2.3	<i>Medals</i>	31
III.2	<i>Design and specific features of commemorative and collector coins</i>	31
III.3	<i>Presentation/reception</i>	32
III.4	<i>Euro coins – commemorative coins for circulation – coin sets</i>	33
III.	<i>Recommendations for submitting a tender</i>	34
IV.	<i>List of annexes</i>	35
ANNEX 1:	<i>TENDER FORM</i>	36
ANNEX 2:	<i>European Single Procurement Document/Provisional evidence document</i>	39
ANNEX 3:	<i>Data protection</i>	41
ANNEX 4:	<i>Bank Statement Model</i>	48

SPECIFICATIONS S&L/DA/2021/015
Public procedure for the appointment of the economic operator with whom a licence agreement can be concluded on behalf of the Royal Mint of Belgium for the commercial operating rights of commemorative coins, collector coins and medals

I. Administrative provisions

Important note

This call is neither a procurement procedure for a public procurement contract¹ nor for a concession contract. The legal and regulatory provisions referred to are compulsory as the public authority wishes to include them in the contractual framework. By submitting a tender, the tenderer therefore agrees to the legal and regulatory provisions governing this procurement procedure on a contractual basis. If its tender is selected as the most economically advantageous, the tenderer will be offered to conclude a licence agreement. This agreement will refer to the current procurement procedure and, by concluding it, the provisions laid down in it will become enforceable on a contractual basis.

In addition, the following treaty provisions shall apply:
Articles 18, 34, 45, 49, 56 and 107 TFEU (Treaty on the Functioning of the European Union), namely the principles of equality and non-discrimination, competition and proportionality.

¹ Whilst the term 'contract' in these specifications refers to the licence agreement to be concluded, it is not a public procurement contract in the proper sense of the word.

I.1 Object and nature of the agreement to be concluded

These specifications constitute a 'sui generis' procedure. The commercialization of commemorative and collector coins and medals under the name of the Royal Mint of Belgium is the subject of a third agreement in a series of three to be concluded by the FPS Finance. The first of the three agreements is a traditional public procurement contract for the minting of euro coins. The second agreement covers a concession for money destruction. Both other specifications (SL/DA/2020/075 - minting and SL/DA/2020/088 money destruction) are published simultaneously via the e-procurement platform.

The purpose of these specifications is to appoint the candidate who has submitted the most economically advantageous offer and with whom the RMB, in the person of the Minister of Finance, can conclude a licence agreement. For this licence agreement, the public authority will act as licensor and the successful tenderer as licensee.

The present specifications cover the commercialization under the logo and name of the Royal Mint of Belgium of euro commemorative coins and special issues not intended for circulation, and euro collector coins of BU and Proof quality (or in precious metal) as well as medals.

The 2-euro commemorative and euro circulation coins of BU and Proof quality are produced by the contractor of the public procurement contract for the minting of euro coins (SL/DA/2020/075). Therefore, the licensee will be obliged to purchase these 2-euro commemorative coins, as well as the other euro circulation coins of BU and Proof quality, from the contractor of the 'Minting' contract, who will offer them at the price mentioned p.m. in its tender with regard to the minting of coins. Collector coins with a face value higher than 2 euro will remain subject to European regulations for euro coins. Medals are fully within the commercial freedom of the licensee, provided that the themes and the corresponding design have been approved by the Royal Mint of Belgium. Both collector coins (>2 euro) and medals must be produced by the licensee itself (possibly through subcontracting, see below).

Economic operators fulfilling the conditions are invited to submit a tender for the above-mentioned public procurement contract S&L/DA/2020/075 and concession S&L/DA/2020/088 as well.

I.2 Duration of the contract

The licence agreement will be concluded for a period beginning with its conclusion and ending on 31 December 2025.

The parties may terminate the agreement prematurely without any compensation of any kind following the expiry of an annual period which has begun in accordance with the above-mentioned provisions, provided that notice of termination is given to the licensor at least six months before the beginning of a new annual period if the notice emanates from the licensee, and at least three months before the beginning of a new annual period if the notice emanates from the licensor.

I.3 Contracting authority - additional information

The contracting authority is the Belgian State, represented by the Minister of Finance.

The Royal Mint of Belgium (RMB) is a service of the contracting authority. The licensor is the contracting authority. Where the RMB is mentioned in these specifications, it is to be understood that it is acting on behalf of the licensor.

Additional information with regard to the substantive aspects of the contract to be concluded may be requested from Mrs Ingrid Van Herzele, Mintmaster (e-mail: ingrid.vanherzele@minfin.fed.be) or from the Staff Department Budget and Management Control (e-mail: finprocurement@minfin.fed.be) with regard to administrative queries.

All the questions asked and all answers to those questions will be published in e-procurement (e-notification) no later than **September 17th**.

Substantive and administrative questions may be put forward until **September the 3rd at the latest**.

1.4 Contracting method

The licence agreement is concluded with the regular tenderer with the highest score on the single award criterion, the level of remuneration (fees)

Following the present procedure does not imply any obligation on the part of the public authority-licensor to conclude the licence agreement.

1.5 Regulations applicable to the licence agreement

- The provisions of the Law of 17 June 2016 on public procurement contracts referred to in these specifications
- The provisions of the Law of 17 June 2016 on on concession contracts referred to in these specifications
- The provisions of the Royal Decree of 25 June 2017 on the award and general rules of execution of concession contracts referred to in these specifications The provisions of the The Royal Decree of 18 April 2017 on the award of public procurement contracts in classic sectors referred to in these specifications
- Law of 17 July 2013 on protection against counterfeiting and maintaining the quality of currency circulation;
- Royal Decree of 1 June 2016 implementing the law of 17 July 2013 on the protection against counterfeiting and the maintenance of the quality of fiduciary circulation;
- Regulation (EU) No 651/2012 of the European Parliament and of the Council of 4 July 2012 on the issuance of euro coins;
- Council Regulation (EC) No 2182/2004 of 6 December 2004 concerning medals and tokens similar to euro coins;
- Council Regulation (EC) No 2183/2004 of 6 December 2004 extending to the non-participating Member States the application of Regulation (EC) No 2182/2004 concerning medals and tokens similar to euro coins
- Regulation (EU) No 1210/2010 of the European Parliament and of the Council of 15 December 2010 concerning authentication of euro coins and handling of euro coins unfit for circulation;
- The 'Quality Management System for Euro Coins'² (hereafter: 'QMSC') as stipulated in Issue n°7 of 13 May 2015 issued by the European Central Bank (ECB) and the Mint Directors Working Group (MDWG);
- All amendments to the provisions mentioned and referred to above, in effect on the date of publication of the notice in the Bulletin der Aanbestedingen/Bulletin des Adjudications (Procurements Bulletin).

² Freely translated: the quality assessment system for euro coins.

1.5.1 Contract documents

- The current **specifications S&L/DA/2021/015**;
- The concession notices and notices of amendment announced or published in the Bulletin der Aanbestedingen/Bulletin des Adjudications (Procurements Bulletin) and the Official Journal of the European Union form an integral part of the present specifications. Tenderers are deemed to have taken notice thereof as well as having taken them into consideration while preparing their tender.
- The clarifications made following the questions asked by the tenderer and the answers provided by the authority. These clarifications will be published in the same way as the specifications. Tenderers are deemed to have taken notice thereof as well as having taken them into consideration while preparing their tender;

1.6 Conflict of Interest - Incompatibilities

In the context of the fight against conflicts of interest, in particular to avoid the revolving doors mechanism, as defined in the Act of 8 May 2007 approving the United Nations Convention against Corruption, done in New York on 31 October 2003, the tenderer shall refrain from contacting one or more former employees (internal or external) of the FPS Finance, within two years of their resignation, retirement or any other type of departure from the FPS Finance, in any way, directly or indirectly, for the preparation and/or submission of their tender or any other intervention in the framework of the procurement procedure.

However, the above-mentioned provision shall apply only where there is a direct link between the previous activities performed for the contracting authority by the person(s) concerned and their activities under this contract.

1.7 Statement of the remuneration price

A contract aimed at appointing the tenderer with whom a licence agreement will be concluded, shall be considered to be a public procurement contract with a price list.

All prices mentioned in the tender form and the inventory must be stated in euro. Remuneration prices shall mean the fees payable by the licensee to the public authority-licensor after the conclusion of the licence agreement.

In its tender, the tenderer must indicate the remuneration prices of all parts of the tender. To this end, it must complete the inventory provided in the appendix to these specifications ('Inventory' Appendix).

1.8 Form and content of the tenders

The tenderer shall use the tender form in Appendix 1 as specified below. However, if other forms are used, the tenderer will be fully responsible for ensuring that the documents used fully comply with the tender form (Article 77 of the Royal Decree of 18 April 2017).

The tender and all the documents annexed to the tender shall be drawn up in Dutch or French, on the understanding that the tenderer must add to the tender translations into Dutch or French of any annexes that are not in Dutch or French, with the exception of annexes emanating from third parties (see point I.13 below).

By submitting a tender, the tenderer automatically waives its own general or specific conditions of sale upon concluding the licence agreement, even if these were included in any of the annexes to the tender.

Tenderers are held to explicitly commit to compliance with all the administrative and contractual provisions of the present specifications that will apply to the licence agreement. Any reservation or lack of commitment in relation to any of these provisions may lead to invalidity of the tender.

As regards the structure of the tender

The tender of the tenderer must be drawn up in accordance with the following schedule:

- A. Tender form, filled out and signed (attached as Appendix 1) with fully filled out, dated and signed price table for each lot to which the tenderer subscribes.

The tender must meet the following conditions:

- remuneration shall be expressed in euro;
- remunerations shall contain no more than two (2) decimals;

B. **Powers of attorney of the proxies** (see below: signing the tender).

C. Right of access - qualitative selection

The tenderer shall add the **European Single Procurement Document (Article 2.11° Royal Decree of 18 April 2017 and Articles 38 to 40)** to its tender.

For filling out the European Single Procurement Document (= provisional proof document (Concessions Act): please refer to Appendix 2.

The tenderer thus declares not to fall under any of the grounds for exclusion and to comply with the qualitative selection criteria required by these specifications.

The tenderer shall also attach the following documents to its tender:

- Documents related to the selection criteria which allow for investigating the financial carrying capacity of the tenderer;
- Documents related to the selection criteria which allow for investigating the technical competence of the tenderer;
- **Signing the tender**

IMPORTANT: non-Belgian tenderers shall include their company's VAT number instead of the number at the Crossroads Bank for Enterprises, or a similar registration number if they are located outside the EU VAT region.

Tenderers who use the electronic submission option shall provide a general signature on the accompanying submission report.

The submission report shall be signed using a qualified electronic signature.

In relation to the proxies

If a proxy signs the document, the principal or principals must be clearly stated. The proxy encloses the authentic or private document proving authorisation or a scan of the copy of its proxy.

If applicable, it refers to the number of the Belgian Official Journal in which the excerpt of the document was published, also stating the page(s) and or paragraph in question.

In view of future contracts, principals may deposit the power of attorney they provided to one or more proxies. Said power of attorney applies only to the contracts of the contracting authority to whom it has been deposited. The proxy shall refer to said deposition in every tender.

For submission reports electronically signed on behalf of a legal entity by means of a certificate in its name, whereby such entity thus undertakes a commitment in its own name and for its own account only, an additional power of attorney is not required.

1.9 Combination without legal personality

Submitting a tender on behalf of a combination without legal personality is permitted.

In that case the tender form (see the form attached to these specifications: 'appendix: tender form') shall be filled out and signed by the person(s) who is/are competent or authorised to bind the tenderer.

Each member of the combination without legal personality must meet the exclusion criteria described further down in the present document.

The evaluation of the economic, financial and technical standing shall be carried out for the combination as a whole, not for each separate member.

Each member of the combination without legal personality will be jointly and severally liable for all of the obligations ensuing from the present contract.

1.10 Period of the undertaking

Tenderers are bound by their tender for a period of **240 calendar days**, calculated from the day following the opening date of the tenders.

1.11 Submitting and opening of the tenders

Important note

The tenders shall be submitted in Dutch or French, on the understanding that the tenderer must attach to its tender translations into Dutch or French of any attachments that are not in Dutch or French and that are drawn up specifically for the tender. Existing documents not specifically drawn up for the tender, such as technical documentation of documents drawn up by third parties do not require translation if their contents are summarised in Dutch or French.

Right and manner of submission of tenders

Each tenderer may only submit one tender. Each participant in a combination of entrepreneurs without legal personality will be considered a tenderer.

If necessary, the certificates as requested in the contract documents shall be scanned in PDF format and attached to the tender. Certain documents to be attached, which cannot be produced using electronic means or only with extreme difficulty, may be submitted as a hard copy before the final reception date.

Further information is available on the website: <http://www.publicprocurement.be> or can be obtained via the helpdesk of the e-procurement service, phone no.: +32 (0)2 790 52 00.

IMPORTANT

1. The tenderer is advised to register no later than on the day before the opening of the tenders, so as to be able to contact the e-procurement helpdesk to resolve any problems while accessing the site <https://eten.publicprocurement.be/>.
2. Please note that the file submitted by electronic means may not exceed 350 MB.

1.12 Opening of tenders

The opening session will take place on **September 28th 2021 at 10:40 a.m.** at the following address:

FPS Finance
NORTH GALAXY, Koning Albert II-laan, 33
1030 Brussels

The opening is not public.

1.13 Right of access – Qualitative selection - Regularity of tenders

1.13.1 Right of access - Qualitative selection

Tenderers are subject to the right of access and the selection criteria set out below.

Only tenders from tenderers who satisfy the right of access and the selection criteria, are taken into consideration and included in the comparison of tenders based on the award criteria given in point 1.16 of these specifications, insofar as these submitted tenders are regular both formally and substantively.

1.13.1.1 Right of access

By submitting a European single procurement document, the tenderer certifies not to be in one of the exclusion categories listed below. The contracting authority will verify the accuracy of this implicit sworn declaration of the tenderer with the highest ranked tender. To this end, it shall request the tenderer in question by the swiftest means and within the period it determines, to provide the information and documents allowing its personal situation to be verified. The contracting authority will itself request the information or documents that it can obtain free of charge electronically from the Data Controller.

1.13.1.2 Grounds for exclusion *(Articles 67 up to and including 70 Law 17 June 2016)*

Grounds for mandatory exclusion

Art.50 Concessions Act (Art. 67. Law on public procurement) § 1. Except where the candidate or tenderer demonstrates, in accordance with Article 53 (Art. 70 Law on public procurement), that it has taken sufficient measures to prove its reliability, and except where there are overriding requirements in the general interest, the contracting authority shall, at any stage of the award procedure, exclude a candidate or tenderer from participating in the procedure where it has established or been otherwise informed that this candidate or tenderer has been convicted of one of the following offences by a judicial decision which has the force of res judicata:

- 1° participation in a criminal organisation;
- 2° corruption;
- 3° fraud;
- 4° terrorist offences, offences connected with terrorist activities or incitement, complicity or attempt to commit such an offence;
- 5° money laundering or terrorist financing
- 6° child labour and other forms of trafficking in human beings;
- 7° employment of illegally resident third-country nationals.

The King may specify the offences referred to in the first section.

By way of derogation from section 1, the contracting authority shall exclude candidates or tenderers who have employed illegally resident third-country nationals, even if they have not been convicted of an offence that has acquired the force of *res judicata*, as soon as the offence has been established by an administrative or judicial decision, including by written notification pursuant to Article 49/2 of the Social Penal Code. This derogation shall not preclude the possibility for the candidate or tenderer to invoke corrective measures where appropriate.

By way of derogation from the first section, the contracting authority may indicate that, by way of exception, a derogation from the compulsory exclusion may be authorised for overriding reasons of general interest.

The obligation to exclude the candidate or tenderer shall also apply where the person convicted by final judgement is a member of the administrative, management or supervisory body of the candidate or tenderer or has powers of representation, decision-making or control within it. In the event of an offence referred to in section 3 and in the absence of the above-mentioned final judgement, the same exclusion obligation shall apply where the person concerned is indicated in an administrative or judicial decision as being a person in respect of whom an offence has been established in relation to the employment of illegally resident third-country nationals, and who is a member of the administrative, management or supervisory body of this candidate or tenderer or holds a power of representation, decision-making or control within it.

However, by way of derogation from section 5, in the case of contracts whose estimated value is below the thresholds for European publication, the contracting authorities shall not be obliged to verify the absence of the grounds for exclusion referred to in this Article with respect to the persons referred to in the above-mentioned section.

§ 2. The exclusions mentioned in paragraph 1, section 1, shall apply only for a period of five years from the date of the judgement or, for the case mentioned in point 7, from the end of the infringement.

Where economic operators are in a compulsory exclusion situation on the day following the closing date for the submission of participation applications or for the submission of tenders, they may not participate in concessions (public procurement contract), except where they demonstrate that they have taken sufficient measures to prove their reliability despite the applicable ground for exclusion and except for the case referred to in paragraph 1, section 4.

Grounds for mandatory exclusion related to tax and social security obligations

Art.51 Concessions Act (Art. 68. Law on public procurement) § 1. Save where there are imperative requirements in the general interest and subject to the cases mentioned in paragraph 3, the contracting authority shall exclude, at any stage of the procurement procedure, a candidate or tenderer who does not fulfil its obligations relating to the payment of taxes or social security contributions, except:

- 1° when the amount outstanding does not exceed the amount to be fixed by the King; or
- 2° where the candidate or tenderer can demonstrate that it has one or more claims on a contracting authority or a public undertaking that are certain, due and free of any obligation to third parties. These claims are at least equal to the amount for which it is in arrears with its tax or social security debts. The latter amount will be reduced by the amount fixed by the King pursuant to the provision of 1°.

Where it finds that the tax and social security debts exceed the amount mentioned in section 1, 1°, the contracting authority shall ask the candidate or tenderer whether it is in the situation mentioned in section 1, 2°.

After having established for the first time that the candidate or tenderer has not fulfilled its tax and social security obligations, the contracting authority shall give any economic operator the opportunity to remedy this situation in the course of the procurement procedure. It shall notify the economic operator thereof. Following this notification, the contracting authority shall give the economic operator five working days to provide proof of regularisation. This regularisation can only be applied once. This period shall start on the day following the notification. In calculating that period, Regulation No 1182/71 of the Council of 3 June 1971 determining the rules applicable to periods, dates and time limits shall not apply.

§ 2. The King determines the tax and social security debts to be taken into account, as well as the applicable detailed rules.

§ 3. This Article shall no longer apply where the candidate or tenderer has fulfilled its obligations by paying or entering into a binding agreement to pay the taxes or social security contributions due, including, where appropriate, any overdue interest or fines, provided that such payment or binding agreement took place prior to the submission of a request to participate or, in public procedures, the deadline for the submission of tenders.

Grounds for optional exclusion

Art. 52 Concessions Act (Art. 69 Law on public procurement). Except where the candidate or tenderer demonstrates, in accordance with Article 53 of the Concessions Act (Art. 70 Law on public procurement), that it has taken sufficient measures to prove its reliability, the contractor may exclude a candidate or tenderer at any stage of the procurement procedure in the following cases:

- 1° where the contracting authority can demonstrate, by any appropriate means, that the candidate or tenderer has failed to comply with the obligations applicable in the fields of environmental, social and labour law referred to in Article 27 of the Concessions Act (Art. 7 Law on public procurement);
- 2° where the candidate or tenderer is bankrupt or in liquidation, has ceased trading, is having its affairs administered by the courts, has declared bankruptcy or is the subject of liquidation or judicial reorganisation proceedings, or is in any similar situation arising from a procedure of the same kind under other national legislation;
- 3° where the contracting authority can demonstrate, by any appropriate means, that the candidate or tenderer has been guilty of grave professional misconduct which calls into question its integrity;

- 4° where the contracting authority has sufficiently plausible evidence to conclude that the candidate or tenderer has committed acts, entered into agreements or colluded with a view to distorting competition, within the meaning of Article 25 of the Concessions Act (Art. 5, section 2 Law on public procurement);
- 5° where a conflict of interest within the meaning of Article 26 of the Concessions Act (Art. 6 Law on public procurement) cannot be remedied by other less intrusive measures;
- 6° when a distortion of competition resulting from the prior participation of candidates or tenderers in the preparation of the procurement procedure, as referred to in Article 40 of the Concessions Act (Art. 52 Law on public procurement), cannot be remedied by other less intrusive measures;
- 7° where significant or persistent failures on the part of the candidate or tenderer have been detected in the performance of an essential obligation incumbent on it under a previous public procurement contract, a previous contract with a contracting authority or a previous concession contract, where this has led to the imposition of ex officio measures, damages or other comparable sanctions;
- 8° where the candidate or tenderer has been guilty of misrepresentation in providing the information required to verify the absence of grounds for exclusion or the fulfilment of the selection conditions, has concealed such information or is unable to present the required supporting documents; or
- 9° where the candidate or tenderer has attempted to unduly influence the decision-making process of the contracting authority or obtain confidential information likely to give it an unfair advantage in the award procedure, or has negligently provided misleading information likely to have a decisive influence on the exclusion, selection or award decisions.

The exclusions from participation in public procurement contracts referred to in section 1 shall only apply for a period of three years from the date of the event in question or, in the case of a continuing offence, from the cessation of the offence.

Unless otherwise provided for in the contract documents, the contracting authority shall not be obliged to verify the absence of grounds for optional exclusion in respect of members of the administrative, management or supervisory body of the candidate or tenderer or of persons who have powers of representation, decision-making or control within it.

Corrective measures

Any candidate or tenderer in one of the above-mentioned situations may prove that the measures it has taken are sufficient to show its trustworthiness despite the existence of relevant grounds for exclusion. If the contracting authority considers this proof to be sufficient, the candidate or tenderer in question shall not be excluded from the public procurement procedure.

To this end, the candidate or tenderer shall prove under its own initiative that it has paid or agreed to pay compensation for any damage caused by the criminal offence or error, fully clarified the facts and circumstances by working actively with the authorities responsible for the enquiry and taken practical technical and organisational measures as well as measures relating to personnel to prevent new criminal offences or further errors.

The measures taken by the candidate or tenderer shall be assessed taking into account the seriousness of the criminal offence or misconduct and its particular circumstances. In all cases the decision to be taken by the contracting authority must be reasoned on both a material and a formal level. Where the measures are deemed insufficient, the economic operator shall be informed of the reasons thereof.

An economic operator who has been excluded from participation in public procurement or concession procedures by a judicial decision which has the force of res judicata, shall not be allowed to avail itself of the possibility provided for in this Article during the period of exclusion fixed by that decision in the Member States in which the judgement has effect.

I.13.1.3 Qualitative selection in relation to the financial and economic capacities of the tenderer³

To this end the tenderer is required to submit the following information/documents:

- at least three references from deliveries of collector coins, commemorative coins or medals performed in the past three years, under licence or not, stating their amounts and the institutions for which they were intended;
- a turnover statement of the last three available financial years, indicating the total turnover, showing that the average annual turnover of the tenderer amounts to at least three times the amount of the minimum annual remuneration offered in the tender; For the calculation of the amount to which the turnover will be compared, the tenderer must therefore add up the minimum annual fees for which he is submitting a tender. The result obtained times 3 must be smaller than the average annual turnover.
- A bank statement in accordance with **Appendix 4**, demonstrating a good credit score; If the tenderer provides good reasons for not being able to submit a bank statement, instead it may submit a certificate from the auditor appointed by the tenderer which demonstrates a good credit score.

I.13.1.4 Qualitative selection in relation to the technical capacity of the tenderer⁴

The tenderer shall demonstrate for each lot that it meets the following requirements:

- 1 All tenderers must have the Quality Management System for Euro Coins (QMSC) in place as described down in Issue No. 7 of 13/5/2015 issued by the European Central Bank (ECB) and the Mint Directors Working Group (MDWG) or equivalent quality management system of which they provide evidence. The tenderer shall attach the most recent ECB or National Central Bank audit report to its tender.
- 2 The tenderer must possess the ECB-imposed ISO 9001 certification.
The relevant certificate must already have been attached to the tender (see also quality requirements below, under III.3.3) or be readily available (in the latter case, the contracting authority may still request the certificate).
- 3 All tenderers must implement an Environmental Management System that demonstrates that the subject of the contract is carried out in accordance with an international Environmental Management System standard (ISO 14001: 2004/1996 or an equivalent standard).
The certificate must be attached to the tender.

³ Viz. footnote 4

⁴ Where a tenderer relies on the capacity of other entities and where that capacity determines its selection, it shall state the proportion of its capacity relied on and the other entities proposed. In that case, it must prove to the contracting authority that it will have those resources at its disposal for the execution of the contract by presenting an undertaking by those entities to place such resources at the disposal of the contractor. See also Appendix 2 for completion of the ESPD with regard to these subcontractors. If the tenderer intends to work with subcontractors, it must specify that part of the contract and the details of the subcontractors concerned.

Tenderers who do not have this certification (ISO 14001:2004/1996 or an equivalent standard), may be selected, provided that they can prove that they meet the requirements for such certification and that they can include proof of this in their tender;

- 4 a description of the means the tenderer will use to ensure production in accordance with the quality requirements; such description shall include at least:
 - a) a detailed description of the technical equipment of the tenderer and the measures taken to guarantee a high-quality performance of the contract;
 - b) a detailed description of the tools, materials and technical equipment available to the tenderer for the execution of the contract; a reasoned description of its compliance with the quality requirements of the contract;
 - c) a detailed list of the technicians or technical bodies that are part of the company of the tenderer, in particular those in charge of quality control, safety, environmental obligations, production and transportation;
 - 5 a description of the systems (e.g. supply chain and tracking systems) to be used by the tenderer to ensure traceability in all stages of the production process.
-

I.14 Award criteria

The first and only award criterion for this contract is:

I.14.1 The price (100 points), as specified below

The total remuneration amount for the entire contract period, which is the sum of the fees applied to the minimum quantities to be commercialised per year.

The rating (weighting) is as follows:

$$X1 = Z1/Y1$$

Where in each case, for the purpose of calculating the score X1

Z1 = total annual fee, with a minimum guaranteed volume (highest fee is Y1) of the weighted submission;

Y1= total annual fee of the highest submission

Important notes:
1. The licensee pays the operating fee based on a minimum quantity specified by it per denomination that will be commercialised. On the basis of this number, it determines the amount it is prepared to grant to the government per 1,000 units. An actual higher turnover will result in the payment of a balance the following year. A lower turnover shall not give rise to an adjustment of the minimum fee; this shall also apply <i>mutatis mutandis</i> , if the total issuance should be less than 1,000 units (e.g. gold...). For the licensee who is also the contractor for the euro circulation money, it is not the actual production but the actual purchase for commercial purposes in accordance with its licence agreement.
2. Tenderers are requested to specify their offer per year. To determine the highest score, the average of four years will be taken into account.
3. Tenderers should take into account that for commemorative and special-quality coins, which are commonly used as euro circulation coins, they cannot produce them themselves and are obliged to purchase them from the contractor of the minting of euro circulation coins. This price shall be determined in accordance with the price range of the approved offer of the 'minting' contractor per order placed by the licensee.
4. A tenderer who is itself a licensee for the contract to supply euro circulation money shall not owe the RMB any remuneration for the purchase from its own production other than the fees owed by it on the basis of its tender.

Price list: (operating right: remittances counting as fees)

Type of coin	Minimum purchase in 1,000 units	Remittance per 1,000 units	Minimum remittance per coin type
2 euro FDC	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025
2 euro proof-like	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025
FDC coin sets Proof-like sets	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025
Other coins, including medals ⁵	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025

Score

$$X2 = Z2/Y2$$

Where X2 is the score obtained, Y2 is the highest remittance and Z2 is the remittance weighted.

⁵ Here the tenderer gives a price **per type of coin or medal**; this means that the tenderer has to specify the different types of issue: Gold, silver, copper nickel, other metals, Because of the smaller quantities, **he can set the minimum remittance at less than 1,000 units**. The total minimum remittance is the sum of each specified type of coin or medal. In the case of quantities of less than 1,000 units, the remittance is also given for this minimum quantity. In the case of actual, larger commercialised quantities, the additional payment will be calculated entirely on a pro rata basis and not on the basis of a minimum remittance.

I.14.2 Final score

Unless the contracting authority decides not to enter into a licence agreement, it will be concluded with the tenderer who has obtained the highest final score.

I.14.3 Concluding a licence agreement

The conclusion of a licence agreement requires the signing of a separate executive agreement. This agreement will include the provisions of the current specifications with the exception of those provisions that are only relevant to the public procurement procedure. National and international provisions, including supranational European regulations, specifically relating to licence agreements are not part of these specifications. In accordance with contractual freedom, the party with whom the public authority wishes to conclude the contract may waive this by notifying the authority by registered letter within one month of the conclusion of the public procurement contract for minting, in which case the public authority may conclude the contract with another tenderer according to the ranking determined in accordance with these specifications. The proposed licensee who refrains from concluding the agreement cannot derive any right to compensation from it.

Practical example based on two fictitious tenders (purely fictitious figures!)

Example of a score for the operating rights section

For the following example, there is no specification by contract year; however, for the weighting, an average per type of coin for the four tender years will first be made.

The data of tenderer 1 are on the left side of the columns and those of tenderer 2 on the right side..

Type of coin	Minimum purchase in 1,000 units		Remittance per 1,000 units		Minimum remittance per coin type	
2 euro FDC	3000	2000	4	2	12000	4000
2 euro proof-like	3000	2000	4	2	12000	4000
FDC coin sets Proof-like sets	3000	4000	3	3	9000	12000
Other coins, including medals (please note that the offer must include a specification of each type of issue)	8000	6000	4	4	32000	24000
Total amount:					65000	44000

Score: Tenderer 1 achieves the maximum score of 100 and tenderer 2 achieves 67.69.

II. Contractual provisions

II.1 Leading service - Leading official

For the execution of the licence agreement to be concluded, the leading service is the Royal Mint of Belgium.

The leading official is the General Administrator of the General Administration of the Treasury or, as the case may be, an official of the contracting authority who will be specifically designated in the contract award notice. The limitations with regard to its authority will be mentioned in that document.

The leading official may delegate part of its powers.

II.2 Liabilities of the licensee

II.2.1 Contractual liability

The licensee shall be fully liable for errors and omissions in the performance provided.

In addition, the licensee shall indemnify the contracting authority against any damages the latter may be liable for towards third parties, due to a delay in performance, or failure on the part of the licensee.

Under no circumstances shall the licensor be liable for damage to persons or property directly or indirectly resulting from the activities necessary for the commercial operation. The licensee shall act as guarantor for the licensor in respect of all claims for damages and interest brought against it by third parties in this respect.

The licensee shall ensure operations under its licensing right, in accordance with the best professional standards, taking into account the periods provided for, and by sufficiently trained and competent personnel.

The licensee is responsible for the quality level of the performances carried out and for achieving the result.

The licensee shall have extra-contractual liability for any loss of reputation suffered by the RMB due to defective execution of the contracts entered into by the licensee on the basis of the licence granted to it.

II.2.2 Insurance

The licensee shall enter into one or more insurance policies with a known and reputable insurance company and shall ensure that adequate coverage is provided for all the risks incurred arising from the performance of its obligations under the contract, including death or personal injury, loss or damage to property or any other loss.

II.3 Subcontractors- Outward processing⁶

The following provisions concerning subcontractors must be observed by the licensees, even if these subcontractors are not called upon in terms of compliance with the selection criteria.

The licensee shall remain liable to the licensor if it entrusts the performance of all or part of its obligations to third parties. The licensor has no contractual relationship whatsoever with these third parties.

The licensee shall provide the licensor with the following information at the latest upon conclusion of the licensing agreement: name, contact details and legal representatives of all subcontractors, irrespective of their share or place in the chain of subcontracting, involved in the execution of the works or services, insofar as this information is known at that time. Throughout the duration of the licence, the licensee will be obliged to inform the licensor without delay of any changes to this information, as well as of the required information with regard to any new subcontractors.

The licensor shall check whether there are grounds for exclusion in respect of the direct subcontractor(s) of the licensee. The licensor may also check whether there are grounds for exclusion from a subcontractor further down the subcontracting chain. The licensor shall request that the licensee takes the necessary steps to provide for the replacement of the subcontractor about whom the investigation has revealed a ground for exclusion.

Subcontractors, at whatever stage of the subcontracting chain they operate and in proportion to the share of the contract which they perform for the licensee, must meet the minimum technical and professional requirements imposed by these specifications.

At no stage of the production process may the goods undergo outward processing outside the territory of the European Union in its pre-Brexit description, not even at production sites managed by the licensee.

A tenderer who is itself based outside the territory of the European Union in its pre-Brexit description must provide evidence that the entire production takes place within the territory of the European Union in its pre-Brexit description.

⁶ Under the customs regulation for outward processing, processing operations take place outside the EU and Community goods are then re-imported into the EU.

II.4 Monitoring the performed services

II.4.1 Monitoring the proper execution of the contract - technical inspections

Note for tenderers without in-house production

Tenderers without in-house production must attach a duly dated and signed declaration that the subcontractors they use will comply with the obligations on technical inspections by the RMB for the entire duration of the contract.

However, no contractual relationship shall be established between the subcontractors and the licensor; therefore, any failure of subcontractors shall be a contractual failure of the licensee.

Monitoring and technical inspections for the production of coins⁷

The licensee shall deliver the goods in accordance with the technical provisions described in chapter III.

The licensee shall submit samples to the RMB for prior approval, as set out below.

ECB and the KMB representatives are entitled to visit the premises of the licensee in order to inspect the records and to carry out technical inspections/audits of the coins produced and to check the production process. The RMB will at all times be granted access to the specific records of the licensee which allow monitoring of the quality and quantities of coins produced.

The licensee shall also allow 'a posteriori' checks/technical inspections of the produced goods. The checks/technical inspections may, where appropriate, be carried out in relation to the produced goods that are still on the production site. The obligations for double checking/technical inspection are limited to one piece before starting production and to one piece before being placed on the commercial market. These coins will be subjected to an inspection in the lab. Upon approval by the RMB of the samples received (lab tests can be carried out in the KMB lab within 3 working days following receipt), delivery can be made to the customers of the licensee. If the lab tests show that the planned delivery involves non-compliant coins, the delivery to the customers of the licensee cannot take place. Any delay in the execution of the contract and the additional cost of replacement with compliant coins shall lie solely with the licensee and cannot be recovered from the RMB in any way. The fact that the samples subjected to the technical inspection prior to the start of production were indeed considered compliant is a separate matter, as said compliance was but a condition to start production.

If deemed necessary, the RMB may request additional samples, not just of finished coins, but also of coin blanks. The licensee must comply with any such request within five working days by submitting - at its own cost - the requested additional samples to the RMB.

The costs of transmitting the samples shall be borne by the contractor. Samples will not be returned after (lab) inspection.

The licence agreement shall provide for contractual penalty clauses in cases where commercialisation has taken place before the final inspection.

⁷ These are the coins with a face value of more than EUR 2 that are authorised for circulation in Belgium; euro circulation coins with a face value of EUR 2 or less are the subject of the 'Minting' contract.

Based on the traceability from ingot to and including coin packaging as described in the selection criteria, the licensee must undergo checks of the production process.

The licensee will destroy the coins as decided by the RMB following the results of the inspection formalities, at the cost of the licensee and under supervision of the RMB.

II.5 Fees and price revision

II.5.1 Declaration and payment of fees payable for the operating rights

Concrete instructions will be given to the licensee. Remittances will be made per calendar year. An advance payment will be made on the basis of the minimum remittance and an additional payment based on the actual turnover in the following year.

The **specific dates** on which the payment of fees is to take place shall be part of the licence agreement to be concluded.

II.5.2 Influence of amended levies, unforeseen circumstances

The licensee is fully responsible for the commercial risk of its operation. No levies of any kind or changed circumstances shall give rise to a revision of the fees to be paid, without prejudice to the good faith that binds both parties in the execution of the licence agreement.

II.6 Intellectual property rights/management of the coin stamps

II.6.1 Intellectual property rights - Protection of personal data (General Data Protection Regulation)

The licence agreement covers the **Intellectual Property Rights** (see 'exclusive right' below) for the duration of the contract.

For the purposes of this contract, **Logo** is understood to be the logo of the RMB as shown below, or any corresponding symbol:



For the purposes of this contract, the **Customer Database** is understood to be the database of the RMB containing data of natural or legal persons ordering collector coins and the Intellectual Property Rights vested in them.

For the purposes of this contract, **Confidential Information** is understood to be the Customer Database, as well as all non-public business information, technical information and financial information, including but not limited to commercial, economic and trade matters and any other information and/or use thereof, which relates to the contract and is communicated directly or indirectly and in any way whatsoever. The RMB grants the licensee an **exclusive right** to use, at its own expense, all Intellectual Property Rights attached to the Logo, the name 'Koninklijke Munt van België' (Royal Mint of Belgium) and its translations, the RMB brands and the domain names, as well as the Confidential Information, insofar as the RMB is in possession of such elements, within the framework and for the duration of the contract, including but not limited to:

- The compulsory use of the domain names <http://www.monnaieroyale.be>, <http://www.koninklijkemunt.be> and <http://www.europemint.eu> for the purpose of forwarding them to the licensee's webshop; for the commercialization of RMB commemorative and collector coins the use of own domain names is not allowed;
- The publication of the magazine Muntinfo/Monnaieinfo, at least in a digital format, but preferably also on paper.

The licensee undertakes to keep the Confidential Information confidential both during and after the term of the contract and not to disclose it to any third party without the express and written consent of the RMB. The licensee guarantees that its employees and subcontractors, who would have access to Confidential Information in the framework of the execution of the contract, shall be bound by adequate obligations of confidentiality.

Any Intellectual Property Rights created by the RMB prior to awarding the contract, as well as the Confidential Information, are and remain the exclusive property of the RMB. The current user licence does not in any way entitle the licensee to use these Intellectual Property Rights and/or the Confidential Information for other purposes than the execution of the contract and/or after the termination of the contract, and does not in any way result in the transfer of any Intellectual Property Rights and/or Confidential Information.

All Intellectual Property Rights established in the framework of the execution of the contract and/or arising from or based on Confidential Information, or that are attached to the Logo, the name 'Koninklijke Munt van België' (Royal Mint of Belgium) and its translations, the brands of the RMB and the domain names <http://www.monnaieroyale.be>, <http://www.koninklijkemunt.be> and <http://www.europemint.eu/>, are the property of the RMB, including but not limited to designs, visuals, packaging designs, any data added to the Customer Database.

The licence agreement covers the existing intellectual rights and the future intellectual rights that arise during the execution of the licence agreement.

At the end of the contract, the licensee shall return to the RMB all updated documents, including the Customer Database, brochures, materials, electronic media, electronic files and documents, etc., as well as any copies or summaries thereof, that contain Confidential Information (hence including but not limited to the Customer Database).

The licensee shall ensure that no damage is caused to the reputation of the RMB, nor to the Intellectual Property Rights of the RMB, nor to the Customer Database. The RMB is entitled to recover from the licensee any damage caused by the licensee to the reputation of the RMB and/or its Intellectual Property Rights and/or the Customer Database.

Personal Data Protection

In the scope of the licence agreement the licensee will process personal data (specifically customer data contained in the Customer Database) on behalf of and on instructions from the RMB. The Data Processing Agreement to be concluded shall follow the conclusion of the licence agreement. The Data Processing Agreement shall be concluded in the framework of the licence agreement itself. The Data Processing Agreement template enclosed only serves to remind tenderers of this legal obligation.

II.6.2 Management and protection of striking dies

The licensee shall manufacture its own striking material. In doing so, it shall comply with all security rules imposed by European regulations (such as submitting to external audits, without prejudice to the audits carried out by the ECB).

The RMB shall at all times have access to the audit reports from the ECB and the external auditor. The RMB shall also have access, at all times, to the licensee's company premises where the coin dies are used or stored.

The RMB has the right, at all times, to view the database used to monitor the management of the striking dies and is entitled to carry out checks. Dies that are not put in the production machines, shall be stored in a secured safe. An exception to this rule is when the dies need to undergo some treatment (e.g. coating).

Master dies shall at all times be kept in a secured case, except when they are used for imprinting production dies.

The above are minimum requirements. In addition to its own production and security procedures, the licensee shall also comply with those imposed by the European authorities. The RMB is the owner of the dies, even if they are manufactured by the licensee.

On average 1.5 to 2 years after the production of a specific denomination, the transferee shall suggest the destruction or the transfer to the RMB of the available striking dies for that specific denomination. At the end of the contract, all the dies created shall either be destroyed in the presence of someone from the RMB or transferred to the RMB. The RMB decides which dies will be physically transferred and which will be destroyed in its presence.

If irregularities are found during inspections, the RMB will take the necessary steps to inform the MDWG and the ECB and/or the National Central Bank. In addition, the activities may be halted until the irregularities have been resolved⁸.

Any delays as a result of halting the production cannot be recovered from the RMB. In addition, the initial delivery deadlines remain in effect.

The use of dies: production

⁸ It is unacceptable under any circumstances that:

- the inventory of all striking material (especially the striking dies) does not correspond to reality;
- when a die has to be created and taken outside the premises, e.g. for coating, the two halves of the pair of dies shall never leave the transferee's building at the same time. So first one side can leave the building and the other side can only be taken out when the first side has returned;
- the transferee leaves any materials unattended. For instance, materials may not leave the premises by means of a third party, such as a courier service or a secured company. Personal transport in accordance with European regulations is required.

Production shall be 100% traceable. At any time during production, inspection authorities shall be given a clear view of which batch of blanks has been taken into production.

Remark for tenderers without own production:

Tenderers with no production of their own shall join a duly dated and signed declaration stating that the subcontractors they work with shall comply with the above-mentioned obligations in respect of the management and protection of striking dies, for the entire duration of the contract. However, no contractual relationship shall arise between the subcontractors and the licensor; any failure on the part of subcontractors is therefore a contractual fault of the licensee.

II.7 Publicity - references - duty of discretion

Neither the licensee nor its subcontractors shall publish any communications, press releases, informative inspection reports and/or similar public communications concerning the project without the prior written approval of the leading official or an official from the Federal Public Service Finance assigned by the leading official.

The licensee and its employees are bound by a duty of discretion with regard to information that comes to their knowledge in the course of operations. Under no circumstances shall the information be disclosed to third parties without the written consent of the Federal Public Service Finance.

Texts (with the exception of press releases, see below) shall be submitted at least five working days before the deadline for publication agreed between the licensee and its provider of services. The RMB has three days to notify any objections. If no objections are raised within this period, the publication can proceed unchanged. If the deadline is not met, the RMB can demand that the release of the texts and reports be postponed.

Newsletters shall contain no other information than publications of the RMB. The contractor shall not offer or promote any other goods in the webshop (website) where the RMB products are put on offer.

Press releases: the contractor shall ensure that the final version, including 'visuals', is approved by the RMB at least three days before the date of publication. If the deadline is not met, the RMB can demand that the release of the press release be postponed.

Publications and press releases refer to all forms, including digital distribution on social media.

The communication on the packaging shall also be submitted to the RMB for approval.

Before being allowed to communicate about this to the public, the licensee shall wait for the RMB's communication regarding the two-euro coins and the annual programme of collector coins.

II.8 The RMB's own powers - Applicable law and jurisdiction

The licence agreement does not cover the powers retained by the RMB (such as the international representation of Belgium) and the licensee cannot derive any residual powers from the contract.

The contract is governed by Belgian law and shall be interpreted accordingly. Any disputes arising between the Parties concerning the interpretation or application of the contract, for which no amicable settlement can be reached, shall be submitted to the courts of Brussels. The working language will be Dutch or French.

II. Technical provisions

III.1 General description

III.1.1 Definitions

1. 'circulation coins' means euro coins intended for circulation, consisting of eight denominations in the range from 1 cent to 2 euro, which shall meet the technical specifications set out in Annex I to Council Regulation (EU) No 729/2014 as well as the conditions of the Royal Decree of 30 March 2000 on the edge of the 2-euro coins forming part of the first series of euro coins; in section II.4.1 of these specifications this term also includes 'collector coins';
2. 'regular circulation coins' means eurocoins for circulation excluding commemorative coins;
3. 'commemorative coins' means 2-euro circulation coins which are intended to commemorate a specific subject;
4. 'collector coins' means euro coins intended to be collected, but that have not been issued with a view to their entry into circulation and are therefore to be distinguished from the collector coins referred to under 5 hereafter;
5. sets (UNC/BU/FDC/Proof) refers to sets including the 8 denominations of circulation coins intended for collectors. They can be available in different qualities, but they have to meet the conditions of regular coins since they can be put into circulation as soon as they are removed from their packaging.

As to the production for commercial distribution, the following principles shall apply:

Circulation coins: for the 8 standard denominations made in special quality and the 2-euro **commemorative coins** the licensee shall purchase the coins from the contractor of the minting of euro circulation coins .

For **collector coins**⁹ in the non-standard denominations which are only a theoretical means of payment in Belgium, the themes can be proposed by the contractor and are subject to approval by the RMB. The contractor shall pay a fee to the contracting authority for the quantities put on the market. **Special issues of 2-euro** commemorative coins can be produced for commercial distribution (with remittance of a fee) by the contractor of the 'minting' specifications at the request of the RMB. The licensee shall purchase these coins directly from the 'minting' contractor.

Medals are defined as coins (tokens) that are subject to commercial distribution, using the name and logo of the RMB, but without any face value. Here again, the themes are set by the licensee after approval by the RMB. A fee is paid for the quantities put on the market, which

⁹See Regulation (EU) No 651/2012 of the European Parliament and of the Council of 4 July 2012 on the issuance of euro coins, Article 5:

1. Collector coins shall have the status of legal tender only in the issuing Member State. The identity of the issuing Member State shall be clearly and easily recognisable on the coin.
2. In order to be easily differentiated from circulation coins, collector coins shall meet all of the following criteria:
 - (a) their face value must be different from the face values of circulation coins;
 - (b) their images must not be similar to the common sides of circulation coins, and if their images are similar to any national side of circulation coins, their overall appearance can still be easily differentiated;
 - (c) their colour, diameter and weight must differ significantly from circulation coins for at least two of these three characteristics; the difference shall be regarded as significant if the values including tolerances are outside the tolerance ranges fixed for circulation coins; and
 - (d) they must not have a shaped edge with fine scallops or a 'Spanish flower' shape.
3. Collector coins may be put on the market at or above face value.
4. The issuances of collector coins shall be accounted for on an aggregated basis in the volume of coin issuance to be approved by the European Central Bank.

are freely determined by the licensee. However, the RMB reserves the right to suggest any issuance of medals to the licensee, without any obligation for the latter to accept.

III.1.2 Quantities and themes, procedure and implications for the commercial distribution

Regular coins also include commemorative issues of the 2-euro coin (see below). If it wants to commercialize commemorative issues, the licensee is obliged to order these coins from the RMB. The licensee shall pay the RMB's purchase price and remit the nominal counter value to the National Bank of Belgium. The licensee can only produce coins itself if it is also the contractor for the public procurement contract with regard to 'minting'.

III.1.2.1 Two-euro commemorative coins

For the 2-euro commemorative coins that are of a higher quality (BU/FDC or Proof) and/or that are packaged with a view to their commercial distribution (blisters, coin cards), an aggregate maximum of 155,000 coins for each new issue of commemorative coins applies. A minimum production of at least 75,000 units is required for each new 2-euro commemorative coin of BU/FDC or Proof quality or on coin card if the commemorative coin will not be put into circulation. It is recalled that these coins are produced by the minting contractor and that the licensee purchases the required quantities from the minting contractor at the prices indicated by the latter as a p.m. in its tender with regard to the minting of coins.

III.1.2.2 Collector coins

These are coins which are deemed not to be put into circulation although they are legal tender for domestic use. The quantities and themes shall be submitted to the RMB in advance, as the RMB will be responsible for drawing up and publishing the necessary implementing decrees. The KMB and the licensee discuss the themes for new collector coins. The decision as to which coins may be produced as collector coins comes from the Minister of Finance (see below).

Issues of collector coins shall cover one of the following six themes:

- 1) Nature and environment
- 2) Well-known Belgians
- 3) Belgian institutions
- 4) Historical events
- 5) Belgian royal family
- 6) European-international

For each theme, only one coin design may be chosen each year. Consequently, the number of collector coins is limited to six coin designs per year.

The packaging for each theme shall be uniform, creating the effect of a series being released. The coins' denomination and metal construction shall be fixed for the entire period. For coins that are purchased in special versions (up to and including 2 euro), the licensee shall remit the face value to the NBB.

III.1.2.3 Medals

These coins are not a means of payment, not even for domestic use. No face value is indicated on them. The themes and quantities can be chosen freely, but the RMB may object to images or themes that are contrary to public order or morality. The design comes from the licensee, but needs to be approved by the RMB. The RMB can also suggest themes for the issuance of medals or cooperation projects with third parties.

III.2 Design and specific features of commemorative and collector coins

Two-euro commemorative coins

The decision on the theme and design lies with the RMB and the Minister of Finance.

Collector coins

The proposal with regard to the six theme groups mentioned above comes from the transferee and is jointly discussed by the licensee and the RMB. However, approval from the Minister of Finance is required.

The maximum is six themes per year and one subject per theme. The minimum is one gold, one silver and one copper-nickel. The decisions made for the year 2022 shall determine the further elaboration of the project throughout the duration of the contract. For instance, a theme that is worked out with a 50-euro gold coin in 2022, shall be followed by a 50-euro gold coin in 2023, 2024 and 2025, and the packaging of these coins shall be in the same line.

All costs for rights payable to third parties, including copyrights, portrait rights etc., shall be borne by the licensee, which shall take the necessary steps in this respect. Contracts with third parties in that matter shall be transferred to the RMB before production can begin.

Colouration is allowed for one theme per year.

The price is set freely by the licensee, but should preferably be based on the sales price of similar issues by the RMB in the last three years.

The mandatory specifications of collector coins regarding quality and dimensions are as follows:

Face value	Type	Diameter mm	Tolerance mm	Weight g	Tolerance g	Composition
2.5 euro	Brass	25.65	0.05	8.5	0.13	CuNiZn alloy Copper 63 % - Zinc 37 %
5 euro	Copper-nickel	30	0.1	12	0.18	Argentine Copper 75 % - Nickel 25 %
5 euro	Silver	30	0.1	14.6	0.22	Ag 925
10 euro	Silver	33	0.1	18.75	0.28	Ag 925
20 euro	Silver	37	0.1	22.85	0.34	Ag 925
12.5 euro	Gold	14	0.05	1.25	0.01	Au 999
25 euro	Gold	18	0.05	3.11	0.03	Au 999

50 euro	Gold	21	0.05	6.22	0.06	Au 999
100 euro	Gold	29	0.05	15.55	0.16	Au 999

Important notes on the commercial production of collector coins:

Since the licensee is not required to remit the counter value of the coins with a face value higher than 2 euro to the NBB immediately (unlike the case of commemorative coins and coin sets), but only if these coins are offered to the NBB for their face value, the licensee shall contractually be obliged to remit the counter value of collector coins offered to the NBB even after the termination of the contract.

Technical aspects of the design

The design is provided by the licensee, but the RMB has input as to its elaboration and gives the final approval. The RMB reserves the right to provide a 2D vectorial drawing (= line drawing) itself, in which case the licensee shall give preference to that drawing.

By mutual agreement a special striking technique can be applied. It is not possible to add jewellery or stones.

The mint master mark on the produced coins (national circulation coins, commemorative coins and collector coins) and medals shall be that of the Belgian Mint Master. For the intellectual rights to the design, see above.

The licensee shall not show its own features (mint house mark, mint master mark, designer mark, etc.) on Belgian collector coins up to and including 2 euro (= produced by the minting contractor).

The design of the reverse side of each series of collector coins shall either represent the European map or the Belgian King (to be defined in the licence agreement).

III.3 Presentation/reception

Following every issue of 2-euro commemorative coins, the licensee shall actively participate in the organisation of a presentation in Belgium, including a reception, on behalf of the contracting authority yet without charging any extra fee. Contacts with external parties shall be made through the RMB.

Coins (in coincards) shall be offered to the guests that are present. The conditions shall be laid down in the licence agreement.

The reception shall take place for some 100 to a maximum of 150 guests. All costs shall be borne by the licensee.

Speakers shall receive a *Proof* item (without payment).

In addition, for each issue of 2-euro commemorative coins, two items packed in capsules shall be donated to the RMB in order to update the coin collections of the European institutions.

The design of the coin shall not be disclosed until the presentation. However, it may be shared beforehand with wholesalers under embargo. But it is not possible to share it in advance on the website, on social media or in a newsletter.

The licensee can, at its own expense, have a stand at the World Money Fair (WMF) and work out a WMF set.

III.4 Euro coins – commemorative coins for circulation – coin sets

The licence agreement stipulates the terms and conditions applicable to the purchase by the licensee of 2-euro commemorative coins and the 8 denominations of coin sets from the RMB.

This purchase is made at cost price. The cost price is the price to be paid on the basis of the approved tender of the minting contractor, depending on the quantities mentioned in the p.m. price range. The face value shall be remitted immediately to the National Bank of Belgium by the licensee.

III. Recommendations for submitting a tender

- Check that you meet all of the selection criteria before preparing your tender.
- Consider the minimum quantities of commemorative and collectors coins to be produced.
- Consider the minimum required choice of collector coin types.
- Fill out your tender based on business data; do not enter any data based only on the expected award results.
- Consider the obligation to organize a presentation/reception in Belgium, at your expense, whenever new commemorative coins are issued.
- Your tender shall be unconditional and cannot depart from the provisions described in the specifications in any way.
- The European Single Procurement Document (= Provisional evidence document) constitutes an integral part of your tender and should be filled out with care.
- Pay attention to the period during which questions are taken about these specifications.
- Take into account that only the licensee will have to sign a Data Processing Agreement with the authorities, but that as a tenderer you already declare to agree to the draft of this agreement as attached.

IV. List of annexes

1. Tender form
2. European Single Procurement Document
3. Data Processing Agreement
4. Bank statement

Read and approved,

Vincent Van Peteghem
Deputy Prime Minister and Minister of Finance,
in charge of the Fight against Tax Fraud

ANNEX 1: TENDER FORM

**SPECIFICATIONS S&L/DA/2021/015
Public procedure for the appointment of the economic operator
with which a licence agreement can be concluded on behalf of the
Royal Mint of Belgium for the commercial exploitation rights of
commemorative coins, collector coins and medals**

The company:

	(full name)
--	-------------

Address:

	(street) (postal code and city) (country)
--	---

registered at the Crossroads Bank for
Enterprises with the following number:

--

and for which Mr/Mrs

	(name) (function)
--	----------------------

domiciled at the address:

	(street) (postal code and city) (country)
--	---

acts as tenderer or authorized representative and has signed below, undertakes to implement, in accordance with the terms and conditions of specifications No S&L/DA/2021/015, the remittances at the unity prices mentioned below according to price list/remittances, expressed in euro, of:

Price list (exploitation rights – fee remittances)

Type of coin	Minimum purchase in 1,000 units	Remittance per 1,000 units	Minimum remittance per coin type
2 euro FDC	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025
2 euro Proof-like	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025
FDC coin sets Proof-like sets	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025
Other coins, including medals (TO BE SPECIFIED!)	2022	2022	2022
	2023	2023	2023
	2024	2024	2024
	2025	2025	2025

I authorize the Administration to obtain all useful information – both of a financial and moral nature – about myself from other authorities or organisations or institutions.

The tenderer undertakes, upon simple request and within the shortest possible time, to submit documents and certificates the Administration might require pursuant to the specifications or pursuant to the rules on concluding agreements on behalf of the State.

Any confidential information and/or information about technical or commercial secrets is clearly indicated in the tender.

ie

utch/French

language has been chosen for the conclusion of licence agreement.

All correspondence relating to the execution of the contract shall be sent to the following address:

	(street)
	(postal code and city)
	() No and F No
	(e-mail address)

Drawn up:

The tenderer or the duly authorized representative:

	(name)
	(function)
	(signature)

APPROVED,

ANNEX 2: European Single Procurement Document/Provisional evidence document

SPECIFICATIONS No S&L/DA/2021/015

The European Single Procurement Document (ESPD) is an official declaration in which the economic operator states that it is not in one of the situations giving grounds for exclusion, that the relevant selection criteria have been met and that the economic operator will supply any relevant information requested by the contracting authority.

The ESPD is created electronically. The procedure to be followed for downloading and filling out the ESPD is enclosed.

Where groups of economic operators, including temporary associations, participate together in the procurement procedure, a separate ESPD setting out the information required under Parts II to V must be given for each of the participating economic operators.

An economic operator participating on its own but relying on the capacities of one or more other entities, must submit its own ESPD, as well as a separate ESPD setting out the relevant information for each of the entities it relies on.

The tenderers shall fill out the following parts of the ESPD:

- Part II, A, B, C and D.
- Part III, A, B and C.
- Part IV, α.
- Part VI.

HOW TO FILL OUT AND DOWNLOAD THE ESPD

There are two options for filling out the ESPD.

1. By means of the html file

1. Click on the following link: <https://uea.publicprocurement.be/>.
2. Choose your language.
3. Under 'Who are you?', select 'I am an economic operator'.
4. Under 'What would you like to do?', select 'Import an ESPD (request or response)'.
5. Upload the document 'espd.xml' in the section 'Document' of the publication of the contract on e-Notification (<https://enot.publicprocurement.be>).
6. Under 'Where are you from?', select your country.
7. Click on 'Next'.

8. You can now start filling out the required fields:
 - Part I. (only if it is not prefilled by the contracting authority)
 - Part II, A, B, C and D.
 - Part III, A, B and C.
 - Part IV, α.
 - Part VI.
9. After filling out the form completely, click on 'Overview'.
10. Click on 'Download in both formats' (XML and PDF).
11. When submitting your tender/request for participation, add the ESPD in XML and PDF format.

2. By means of the PDF file

1. Print the PDF version of the ESPD in the section 'Document' of the publication of the contract on e-Notification (<https://enot.publicprocurement.be>).
2. Fill it out completely.
 - Part I. (only if it is not prefilled by the contracting authority)
 - Part II, A, B, C and D.
 - Part III, A, B and C.
 - Part IV, α.
 - Part VI.
3. Scan the completed ESPD.
4. When submitting your tender/request for participation, add the ESPD in PDF format.

ANNEX 3: Data protection

Data Processing Agreement regarding the processing of personal data

Between

The Belgian State, represented by the Minister of Finance / Chairman of the Management Committee

Hereafter the 'Controller',
On the one hand,

And

XXXX, with registered office at XXX, registered at the Crossroads Bank for Enterprises under number XXXXXX and represented by XXX, pursuant to XXX

Hereafter the 'Processor'
On the other hand,

Hereafter referred to as the 'Parties'

It is agreed as follows:

1. Subject

In the framework of contract XXXXX, the contractor (hereafter the 'Processor') will process personal data in the sense of Article 4 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereafter the 'GDPR'), on behalf of and on instructions from the contracting authority (hereafter the 'Controller') in the sense of Article 28 of the GDPR.

The purpose of this Agreement (of which the Annexes form an integral part) is to set out the conditions under which the Processor undertakes to carry out the personal data processing activities described below, on behalf of and on instructions from the Controller.

2. Compliance with the applicable regulations

Within the framework of their contractual relationship, the Parties undertake to follow the regulations applicable to the processing of personal data, and especially the GDPR and the law of 30 July 2018 on the protection of natural persons with regard to the processing of personal data.

3. Duration of the Agreement

The Agreement enters into force on XXXXX and is concluded for the period in which the Processor, in that capacity, carries out processing activities with regard to the personal data made available to it by the Controller within the framework of contract XXXX.

4. Processing of personal data

4.1. The Processor shall process the personal data only in the context of the execution of contract XXXX and for the purpose(s) that is (are) the subject of this Agreement, and only on the basis of instructions from the Controller as set out in Annex 1), including with reference to the transfer of personal data to a third country or an international organisation, unless a provision of Union or Member State law applicable to the Processor obliges it to process the data. In that case the Processor shall inform the Controller of this legal obligation by e-mail with acknowledgement of receipt at the following address: dataprotection@minfin.fed.be, unless this law prohibits such notification for important reasons of general interest.

4.2. If the processor itself determines the purposes of the processing, it shall be considered as a Controller with regard to that processing.

4.3. If the Processor believes that the instructions infringe upon GDPR requirements, it shall immediately inform the Controller.

4.4. If the Processor is under the obligation to maintain a record of the processing activities carried out on behalf of and on instructions from the Controller pursuant to Article 30 of the GDPR, it shall submit this record to the DPA and to the Controller on request, by e-mail with acknowledgement of receipt, at the following address: dataprotection@minfin.fed.be.

4.5. The Processor shall submit to the Controller all information necessary to prove its compliance with the requirements set out in Article 28 of the GDPR, for the purposes of audits carried out by the Controller or its authorized representative, and shall contribute, to the extent possible, to a proper and full execution of such audits.

5. Data security and access

5.1 Security

5.1.1. The Processor shall take appropriate technical and organisational measures to ensure a level of security appropriate to the risk, in accordance with Article 32 of the GDPR.

The Processor shall in particular protect the personal data from destruction, loss, alteration, unauthorized disclosure of, or access to personal data transmitted, stored or otherwise processed, either by accident or unlawfully, and shall ensure the integrity and availability of these data.

In establishing the technical and organisational measures, the Processor shall take into account:

- the state of the art,
 - the nature, extent, context and purposes of the processing,
 - the risks associated with the processing of personal data,
 - the cost of implementing the measures,
- and shall respect the minimum application of the measures set out in Annex 2 to this Agreement.

The Processor informs the Controller, at the latter's request, of the technical and organisational measures that it has imposed or introduced in this respect, by e-mail with acknowledgement of receipt, at the following address: dataprotection@minfin.fed.be.

In the case of a security incident, the Processor shall inform the Controller of any breach of the personal data security within a period of 72 hours after having been notified of such incident, by e-mail with acknowledgement of receipt, at the following address: dataprotection@minfin.fed.be.

This notification shall include all information that is useful and necessary to allow the Controller, if necessary, to inform the DPA and/or the data subjects of the breach. The notification shall at least contain the following information:

- the exact nature of the security incident
- date and time of observation
- a full list of impacted data
- the measures that have already been taken to limit the problem
- date and time of the end of the incident
- the structural measures that have been taken to avoid this type of incident in the future

5.2. Data access

The Processor ensures that the people working in its name or on its behalf only get access to these data if this is necessary to carry out their task with respect to the processing of data provided for in this Agreement, and it ensures that a combination of access rights cannot lead to unlawful data processing operations.

Moreover, the Processor takes all necessary technical and organisational measures to identify and prevent any unauthorized access, and takes steps to ensure access security as set out in Annex 2 to this Agreement.

6. Processor's obligation to co-operate

6.1. Data subjects' right to information

When collecting data, the Processor shall inform the data subjects about the data processing operations that it will carry out.

The Processor shall submit the contents and the carrier of this information to the Controller, by e-mail with acknowledgement of receipt, at the following address: dataprotection@minfin.fed.be.

6.2. Obligation to comply with data subjects' requests

If the data subjects inform the Processor that they want to exercise their rights, the Processor shall transfer such requests to the Controller immediately upon receipt, by e-mail with acknowledgement of receipt, at the following address: dataprotection@minfin.fed.be.

6.3. If applicable and taking into account the nature of the processing, the Processor shall assist the Controller in conducting a data protection impact assessment and in complying with its obligations as regards prior consultation of the DPA and/or answering questions from the DPA.

The information that is necessary for the impact assessment as set out in Annex 3 to this Agreement, is transferred to the Controller by e-mail, with acknowledgement of receipt, at the following address: dataprotection@minfin.fed.be.

7. Confidentiality

The Processor shall guarantee the confidentiality of the personal data processed under this Agreement and shall ensure that the persons authorized to process the personal data have been informed of the legal framework governing the processing of personal data and have undertaken to observe confidentiality requirements.

The obligation of confidentiality shall continue to apply after termination of the Agreement and without limitation in time.

8. Consulting another Processor

The Processor is allowed to engage another Processor as set out in Annex 4 to this Agreement.

The Processor shall ensure that its sub-processor provides sufficient guarantees to implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the GDPR and ensure the protection of the data subject's rights.

The processing activities assigned by the Processor to another processor, shall be laid down in an Agreement providing for the same obligations as those imposed upon the Processor under this Agreement.

Where that sub-processor fails to fulfil its data protection obligations, the initial Processor shall remain fully liable to the Controller for the performance of that sub-processor's obligations set out in this Agreement.

The Processor shall inform the Controller in advance of any change concerning the identity or the processing activities assigned to other processors.

This notification shall be sent to the Controller by the Processors by e-mail, with acknowledgement of receipt, at the following address dataprotection@minfin.fed.be.

This e-mail shall include the processing activities, the full identity and data of the other sub-processor(s) and a copy of all draft data processing agreements.

The Controller has 30 days, to be calculated as from the date of receipt of this notification, to make an objection.

If the Controller has made no objection by the end of this period, the processing agreement between the initial Processor and the other processor(s) shall take effect.

9. Liability

The Processor shall safeguard the Controller against activities arising from failure to comply with the applicable legislation or the specific obligations set out in this Agreement. This safeguard shall also apply if the Processor has acted outside or contrary to the Controller's instructions. This safeguard shall also cover all harmful consequences arising from the Processor's actions.

The Controller shall safeguard the Processor against activities arising from its own failure to comply with the applicable legislation or the obligations set out in this Agreement, and against all harmful consequences arising from its actions.

10. Data Protection Officer

Where applicable, the Processor shall, prior to the execution of contract XXXXX, provide the Controller with the name and contact details of the Data Protection Officer who has been appointed by the Processor in accordance with Article 37 of the GDPR.

11. Termination of the Agreement

The Processing Agreement shall remain in force for the entire duration of the activities with regard to the contract to which it relates. If the contract is terminated for any reason, the Processing Agreement shall end at the same time by operation of law.

Upon termination of the Processing Agreement with regard to the processing of data set out in this Agreement, the Processor undertakes to destroy all personal data, unless storage of the data is required under Union or Member State law.

This destruction shall be supported by adequate documentary evidence.

The obligation of confidentiality, set out in Article 7, shall continue to apply after termination of the Agreement.

If the Processor is under the obligation to maintain a record of the processing activities pursuant to Article 30 of the GPDR, it shall send the entire record, upon termination of the processing, by e-mail with acknowledgement of receipt, to the following address: dataprotection@minfin.fed.be.

The Controller shall retain ownership of the personal data, the databases, the data and the material made available to the Processor within the framework of the execution of the Agreement.

12. Other provisions

The Parties undertake to execute this Agreement in good faith and in compliance with all the provisions applicable to its subject matter. Should a situation arise that is not provided for in this Agreement, the Parties undertake to find a solution within the spirit of the applicable provisions and this Agreement.

If one or more provisions of this Agreement should be declared invalid or inapplicable in whole or in part, the invalidity of such provision(s) shall not affect the validity of the remaining provisions or of the Agreement as a whole. The Parties thus undertake to negotiate a new valid provision equivalent to the provision that has been declared invalid or inapplicable, as soon as possible.

13. Applicable law and jurisdiction

The present Agreement is exclusively governed by Belgian law.

Any disputes concerning the interpretation and/or application of the Agreement shall be settled in the same manner as provided for in the contract to which the Agreement relates.

In the absence of specific provisions in the contract to which the Agreement relates, it is stipulated that, in the event of a dispute, the Parties shall favour the path of negotiation in order to try to resolve the conflict.

Should these negotiations fail, the Parties declare that the dispute shall be submitted to the exclusive jurisdiction of the courts of Brussels.

Drawn up in Brussels on _____ in as many copies as there are Parties,
each Party acknowledging receipt of one original document.

Name, first name and capacity of each Party
Signature, preceded by the handwritten statement: 'Read and approved'

[ENTER NAME]
Minister of Finance

[ENTER FUNCTION]

Annex to the Processing Agreement: Summary of the Contract and the processing activities

A. Name and date of the Contract	Licence agreement SL/DA/2021/015
B. Subject of the Contract (part relevant to the processing)	The right to exploit commemorative euro coins and special issues not intended for circulation
C. Duration of the processing	Coincides with the duration set out in the specifications (four years); if the Agreement should terminate early, the Processing Agreement shall end at the same time by operation of law
D. Nature and purpose of the processing	Processor has a right of exploitation in respect of commemorative euro coins and special issues not intended for circulation and may use the data from the Controller's Customer Database only for that purpose
E. Type of personal data that will be processed	Name, first name, address, e-mail address and bank account number of Data Subjects
F. Categories of Data Subjects	Customers of the Mint (coin collectors)

ANNEX 4: Bank Statement Model

In relation to: No ..., published in ..., on date ...

We herewith confirm that (company name) has been a client with our bank since (date).

About the financial relation between the bank and the client

The financial relations we have held until this date (date) with (company name) have met our expectations.

Based on the data currently in the bank’s possession, we have not established any unfavourable elements and until today and insofar as we have been able to check in relation to contracts and projects of which we have knowledge, (company name) has always had the financial capacity to execute the contracts or projects assigned to it.

We have full confidence in (company name) and either: our bank currently provides the following credit lines to this company (to be mentioned only with prior written approval from the client): ...

or: our bank currently provides credit lines to this company.

or: our bank would be prepared to examine any credit applications or guarantee applications with a view to the execution of the contract.

or: (none of the three statements above).

This statement does not imply any obligation on our part for the future and our bank does not accept any liability in this respect.

About the client’s notoriety

The (company name) is an important player (or: is active) in the (...) branch. Until this day and insofar as we have been able to check, it has an excellent (or: good) technical reputation and has proved to be run by competent and reputable persons. The bank cannot be held responsible for the accuracy and completeness of the information it provides. Facts that could affect this statement in the future cannot be disclosed to you automatically.

Drawn up in, on

Name bank, name and title signatory and signature

Read