

TENDER FILE / TERMS OF REFERENCE

(Restricted consultation procedure / One-off contract)

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

Purchase of consultancy services for the Evaluation of Intergovernmental Committees

Contract N° 2018/3

The Directorate of Internal Oversight of the Council of Europe will implement in 2018 an evaluation of intergovernmental committees. In that context, it is looking for a Provider for the provision of consultancy services (see Terms of reference (TOR) in Annex 1).

A. TENDER RULES

This tender procedure is a restricted consultation procedure. In accordance with Rule 1333 of the Secretary General of the Council of Europe on the procurement procedures of the Council of Europe¹, the Organisation shall invite to tender at least three potential providers for any purchase between €2,000 (or €5,000 for intellectual services) and €55,000 tax exclusive.

This specific tender procedure aims at concluding a **one-off contract** for the provision of deliverables described in the Act of Engagement (See attached). A tender is considered valid for 120 calendar days as from the closing date for submission. The selection of tenderers will be made in the light of the criteria indicated below. All tenderers will be informed in writing of the outcome of the procedure.

The tenderer must be either a natural person, or a legal person except consortia.

Tenders shall be submitted **by email only** (with attachments) to the email address indicated in the table below, with the following reference in subject: **DIO Evaluation of Intergovernmental Committees**. Tenders addressed to another email address will be rejected.

The general information and contact details for this procedure are indicated on this page. You are invited to use the CoE Contact details indicated below for any question you may have. **All questions shall be submitted at least 5 (five) working days before the deadline for submission of the tenders** and shall be exclusively addressed to the email address indicated below with the following reference in subject: **Question - DIO Evaluation of Intergovernmental Committees**.

Type of contract ▶	One-off contract
Duration ▶	Until complete execution of the obligations of the parties (See Article 2 of the Legal conditions as reproduced in the Act of Engagement)
Deadline for submission of tenders/offers ▶	25 April 2018
Email for submission of tenders/offers ▶	Dio@coe.int
Email for questions ▶	Dio.evaluation@coe.int
Expected starting date of execution ▶	07 May 2018

¹ The activities of the Council of Europe are governed by its [Statute](#) and its internal Regulations. Procurement is governed by the Financial Regulations of the Organisation and by [Rule 1333 of 29 June 2011 on the procurement procedures of the Council of Europe](#).

B. EXPECTED DELIVERABLES

The expected deliverables are described in **Section A of the Act of Engagement** (See Annex 2).

C. FEES

All tenderers are invited to fill in the **table of fees** as reproduced in **Section A of the Act of Engagement**.

Tenderers **subject to VAT** shall also send a **quote (Pro Forma invoice)** on their letterhead including:

- the Service Provider's name and address;
- its VAT number;
- the full list of services;
- the fee per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);
- the total amount per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);
- the total amount (in the currency indicated on the Act of Engagement), tax exclusive, the applicable VAT rate, the amount of VAT and the amount VAT inclusive .

D. ASSESSMENT

Exclusion criteria and absence of conflict of interests

(by signing the Act of Engagement,² you declare on your honour not being in any of the below situations)

Tenderers shall be excluded from participating in the tender procedure if they:

- have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
- do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence;
- are or are likely to be in a situation of conflict of interests. A conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest.

Eligibility criteria

- Extensive knowledge of evaluation principles, methodology and best practices, including qualitative and quantitative methods;
- Proven record of at least 15 years' experience in designing, managing and leading evaluations in the context of international co-operation; and
- Professional fluency in oral and written English.

Award criteria

- Quality of the **technical offer** (80%), which should include the following items:

1. Proposed methodology (35% of the total)

This chapter should be structured in the following manner:

1.1 Approach and methodology

- Any comments on the Terms of Reference that are important for the successful execution of the contract, thus demonstrating the degree of understanding of the assignment. An opinion on the key issues related to the achievement of the contract objectives and the approach to be taken. Proposed methodology, for example, in the form of an evaluation matrix.

² The Council of Europe reserves the right to ask tenderers, at a later stage, to supply an extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three above listed exclusion criteria are met, and a certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met.

- An explanation of the risks and assumptions affecting the execution of the contract.
- A description of any support that the consultant would need from the contractor during the execution of the contract.

1.2 Timetable of activities

- The schedule, sequence and duration of proposed activities including the timing of major milestones in the execution of the contract, demonstrating the ability of consultants to carry out assignments within deadlines indicated in the terms of reference.
- The expected number of working days required for each activity.

2. Qualifications of the consultant(s) (45% of the total)

2.1 CV(s)

- Consultant(s) must demonstrate qualifications in line with the TOR.

2.2 Work samples

- Consultants are encouraged to include two final reports of (comparable) assignments they have carried out.

2.3 References

- The proposals should contain the contact details of a minimum of three references.

- Financial offer (20%).

All tenderers are invited to fill in the **table of fees** as reproduced in **Section A of the Act of Engagement**. The budget should cover all expenses required by the consultant(s) to conduct the evaluation, including mission budget, administrative costs, etc.

The Council reserves the right to hold interviews with eligible tenderers.

Multiple tendering is not authorised.

E. DOCUMENTS TO BE PROVIDED

Tenderers are invited to submit:

- **A technical and financial project proposal based on the Terms of Reference (see Annex 1) as described under D.**
- **A completed and signed copy of the Act of Engagement³ (see Annex 2)**
- For tenderers subject to VAT only: **a quote, describing their financial offer**, in line with the requirements of section C of the Tender File (see above); and
- Registration documents of legal entity, for legal persons only.

All documents shall be submitted in English, failure to do so will result in the exclusion of the tender.

If any of the documents listed above are missing, the tender will not be considered.

The Council reserves the right to reject a tender if the scanned documents are of such a quality that the documents cannot be read once printed.

* * *

³ The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement may be sent page by page (attached to a single email) or as a compiled document, although a compiled document would be preferred. For all scanned documents, .pdf files are preferred.

Evaluation of Intergovernmental Committees – Terms of Reference

Introduction

In the Council of Europe, intergovernmental committees play an important role in the standard setting activities of the Organisation. The work of the committees is regulated by [Resolution 2011\(14\)](#) of the Committee of Ministers. The resolution entrusts the committees with steering, advisory, planning, monitoring and evaluation functions.

These Terms of Reference (ToR) set out the concept and approach of the Evaluation of Intergovernmental Committees. They outline the evaluation's rationale, purpose and evaluation questions, scope, draft methodology and work plan. They highlight the expectations towards the evaluation team and in particular the external consultant(s) who will be engaged to contribute to the evaluation.

The users of the evaluation findings will be the secretariats and members of the intergovernmental committees as well as the senior and top management of the Council of Europe in addition to the Committee of Ministers. Staff members involved in monitoring and technical co-operation activities, which benefit from standards developed by intergovernmental committees may also be interested in the evaluation results. The evaluation will provide these stakeholders with evidence-based information on the relevance, effectiveness and efficiency of the work of the committees; identify obstacles, areas of improvement as well as lessons learned and good practices.

Rationale

The co-operation with member states through intergovernmental committees is one of the core activities of the Council of Europe. The most recent review of the committees' functioning took place in 2007.⁴ An evaluation of intergovernmental committees is of strategic importance in that it can help to enhance the Organization's standard setting activities.

⁴ Fieguth G. et al (2007): "Study on the Efficiency and Effectiveness of Committees under the Programme of Activities of the Council of Europe (Vote II)", DD(2007)548, Council of Europe.

Purpose and Evaluation Questions

The purpose of the evaluation will be to assess the Council of Europe's intergovernmental committees with a view to identify lessons from past experience and make recommendations on how their relevance, effectiveness and efficiency can be improved.

Proposed evaluation questions include:

- **Relevance:** To what extent do intergovernmental committees address the standard setting needs of the Council of Europe and its member states?
- **Effectiveness:** To what extent do intergovernmental committees achieve their objectives?
- **Efficiency:** To what extent is the work of intergovernmental committees organised in an efficient way?

These questions may be fine-tuned during the inception phase of the evaluation when a detailed evaluation matrix stating evaluation questions, sub-questions, indicators, data sources, data collection and data analysis methods will be prepared.

Scope

The evaluation will cover the work of all intergovernmental committees, including steering committees, subordinate bodies and ad hoc committees that are included in the 2018-19 Programme and Budget. The timeframe for the evaluation will cover the work of intergovernmental committees implemented since 2014.

Annex 1 provides a list of the intergovernmental committees included in the 2018-19 Programme and Budget.

Methodology

The evaluation will be conducted in accordance with the DIO's Evaluation Guidelines⁵. The evaluation process will be participatory, as it will be guided by a reference group, which will provide comments on draft documents related to the evaluation and discuss the feasibility of the implementation of recommendations. The reference group will consist of representatives of the main entities concerned by the evaluation, including the Private Office, the Secretariat of the Committee of Ministers, the Directorate of Programme and Budget as well as the secretariats to a sample of steering committees.

⁵ Evaluation Guidelines of the Directorate of Internal Oversight, [DD\(2014\)238 Final \(Eng\)](#).

The evaluation will use a mixed-methods approach⁶ to answer the evaluation questions and a gender sensitive evaluation methodology. The proposed evaluation methodology includes the following methods:

- **Review of documentation** (e.g. relevant Committee of Ministers' documents; the ToR, relevant reports and products, as well as webpages of intergovernmental committees, and other documents as relevant);
- **Construction of the theory of change** to identify the intended intervention logic of intergovernmental committees for answering the effectiveness question. This will take place as part of the inception report;
- **Semi-structured interviews** with a sample of permanent representations of member states and Council of Europe staff in order to understand their expectations towards and perceptions about the relevance, effectiveness and efficiency of intergovernmental committees;
- **Six case studies** to assess a sample of six committees in depth against the evaluation criteria. The sampling of committees for these case studies will be conducted during the inception phase of the evaluation with a view to maximise programmatic diversity within the sample. Data collection for case studies will include a review of relevant documentation, semi-structured interviews in person or on the phone with a sample of committee members and Council of Europe staff, as well as, whenever possible, observation of the committees' work sessions. For each case study, a short report of approximately three pages should be produced;
- **Online surveys** of committee members, permanent representations, civil society organisations (who are observers in at least one committee or are members of the INGO Conference) and Council of Europe staff in order to understand their perceptions about the relevance and effectiveness of intergovernmental committees. A short working paper will be produced on the analysis of survey results;
- **Benchmarking** with other international organisations (e.g. UN, EU, OECD, etc.) through online research and semi-structured interviews with selected representatives to learn about good practices in committee management. The interviews will also serve to understand the representatives' perception about the contribution of the Council of Europe's committees to the international co-ordination of their sector of work.

If considered necessary, additional stakeholders may be interviewed and/or activities of additional committees may be observed outside the framework of the case studies.

⁶ Mixed-method approach is the use of a combination of quantitative and qualitative methods to enhance the validity of findings and their consequent contribution to the recommendations on potential improvements.

Work Plan and Key Deliverables

The evaluation process will include four phases:

Inception Phase: During the evaluation inception phase, the evaluation team (consisting of two DIO evaluators and (an) external consultant(s)) will review documentation and hold preliminary interviews that serve to obtain an overview of the work of intergovernmental committees and to complete the scoping of the evaluation. The team will produce an inception report that will be shared with the reference group and finalised taking into consideration its comments. The reference group will in particular discuss issues related to the scope and objectives of the evaluation and the evaluation questions, but can also provide suggestions on methodology.

Implementation Phase: During the implementation phase, the evaluation team will collect data using the methods described in the methodology section of these ToR.

Reporting Phase: During the reporting phase, the evaluation team will produce a draft evaluation report that will be submitted to the reference group for comments. The reference group will provide comments on factual errors contained in the report as well as the feasibility of the implementation of proposed recommendations. These comments will be taken into consideration for finalizing the report.

Follow-up Phase: The DIO will follow up annually on the implementation of evaluation recommendations as part of the follow-up procedure for all evaluations.

The following work plan is envisaged for this evaluation with the corresponding deadlines:

Activity/Deliverable	May	June	July	August	September	October	November	December
Inception Phase								
Document review	■							
Inception mission		■						
First draft inception report to DIO		■						
DIO review and preparation of second draft inception report			■					
Discussion of inception report by reference group				■				
Final inception report					■			
Data Collection and Analysis Phase - Qualitative								
First data collection mission to Strasbourg			■					
Phone interviews for case studies				■				
Second data collection mission to Strasbourg					■			
Six case study reports to DIO						■		
Data Collection Phase - Quantitative								
Survey preparation				■				
Survey launch					■			
Survey analysis to DIO						■		
Reporting Phase								
Data analysis and report drafting					■			
Draft evaluation report to DIO							■	
DIO review and preparation of second draft evaluation report								■
Discussion of evaluation report by reference group								■
Final evaluation report to DIO								■

All deliverables will have to be submitted in English and remain the intellectual property of the Council of Europe.

Management Arrangements

The evaluation will be managed by two evaluators from the DIO under the supervision of the Head of the Evaluation Division. (An) external consultant(s) will be recruited with the following distribution of tasks.

The **DIO evaluators** will be in charge of managing the evaluation and assuring the quality of evaluation deliverables and will also be specifically responsible for:

- Finalisation of the Terms of Reference;
- Recruitment, contracting of the consultant(s) and management of the contract;
- Facilitation of and participation in data collection, analysis and reporting (including setting up meetings during missions to Strasbourg, accompanying the consultant(s) for semi-structured interviews, administration of the surveys, observing relevant activities of the committees, organisation of and participation in reference group meetings, collecting comments from stakeholders on inception and draft reports); and
- Commenting on the inception and draft evaluation reports.

The **external consultant(s)** will be in charge of:

- Submission of an inception report based on the terms of reference outlining the theory of change, the detailed evaluation methodology and time plan;
- Data collection for the evaluation including use of the methods listed in the methodology section;
- Analysis of collected data; and
- Submission of a draft and final evaluation report.

The evaluation team (consisting of the DIO evaluators and the external consultant(s)) is expected to meet at least on five occasions in Strasbourg:

- Inception meeting combined with scoping interviews with stakeholders (approximately two full days);
- Discussion of inception report with reference group (one day)

- Two rounds of interviews with Council of Europe staff and permanent representations in headquarters (approximately one week each);
- Discussion of draft report with reference group (one day).

Qualifications of the External Consultant(s)

The external consultant(s) will, individually or as a team, provide the following competencies and expertise:

- Extensive knowledge of evaluation principles, methodology and best practices, including qualitative and quantitative methods;
- Proven record of at least 15 years' experience in designing, managing and leading evaluations in the context of international co-operation;
- Professional fluency in oral and written English; working knowledge in French will be an asset;
- Thematic knowledge and experience in (evaluation of) intergovernmental committees/normative work will be a significant asset;
- Knowledge and understanding of the Council of Europe, its normative instruments, its structure and its action will be an asset.

Annex 1: Intergovernmental Committees in the 2018/19 Programme and Budget

Type	Acronym	Committee Name	DG	Rapporteur Group
Steering committee	CDDH	Steering Committee for Human Rights	DGI	GR-H
Subordinate body	DH-SYSC	Committee of Experts on the system of the European Convention on human rights	DGI	GR-H
Subordinate body	DH-BIO	Committee on Bioethics	DGI	GR-H
Ad hoc committee	GEC	Gender Equality Commission	DGII	GR-H
Subordinate body	GEC-Sexism	Drafting Committee to prevent and combat sexism	DGII	GR-H
Ad hoc committee	CAHDPH	Ad hoc Committee of experts on the Rights of Persons with Disabilities	DGII	GR-SOC
Ad hoc committee	CAHROM	Ad hoc Committee of Experts on Roma Issues	DGII	GR-SOC
Ad hoc committee	CAHENF	Ad hoc Committee for the Rights of the Child	DGII	GR-SOC
Ad hoc committee	PECS	European Social Cohesion Platform	DGI	GR-SOC
Ad hoc committee	CCPE	Consultative Council of European Prosecutors	DGI	GR-J
Ad hoc committee	CCJE	Consultative Council of European Judges	DGI	GR-J
Ad hoc committee	CAHDI	Committee of Legal Advisers on Public International Law	DLA PIL	GR-J
Steering committee	CDPC	European Committee on Crime Problems	DGI	GR-J
Subordinate body	PC-OC	Committee of Experts on the Operation of European Conventions on Co-operation in Criminal Matters	DGI	GR-J
Subordinate body	PC-CP	Council for Penological Co-operation	DGI	GR-J
Steering committee	CDCJ	European Committee on Legal Co-operation	DGI	GR-J
Subordinate body	CJ-DAM	Committee of experts on Administrative detention of migrants	DGI	GR-J
Steering committee	CDMSI	Steering Committee on Media and Information Society	DGI	GR-H
Subordinate body	MSI-AUT	Committee of expert on human rights dimensions of automated data processing and different forms of artificial intelligence	DGI	GR-H
Subordinate body	MSI-JOQ	Committee of experts on Quality Journalism in the digital age	DGI	GR-H
Ad hoc committee	CDCT	Committee of Experts on Terrorism	DGI	GR-J
Ad hoc committee	CAHAMA	Ad hoc European Committee for the World Anti-Doping Agency	DGII	GR-C
Steering committee	CDDG	European Committee on Democracy and Governance	DGII	GR-DEM
Steering committee	CDPPE	Steering Committee for Educational Policy and Practice	DGII	GR-C
Steering committee	CDEJ	European Steering Committee for Youth	DGII	GR-C

Type	Acronym	Committee Name	DG	Rapporteur Group
Ad hoc committee	CCJ	Advisory Council on Youth	DGII	GR-C
Ad hoc committee	CMJ	Joint Council on Youth	DGII	GR-C
Subordinate body	CPJ	Programming Committee on Youth	DGII	GR-C
Steering committee	CDCPP	Steering Committee for Culture, Heritage and Landscape	DGII	GR-C
Steering committee	CD-P-PH	European Committee of Pharmaceuticals and Pharmaceutical Care (Partial Agreement)	DGII	GR-SOC
Steering committee	CD-P-TS	European Committee on Blood Transfusion (Partial Agreement)	DGII	GR-SOC
Steering committee	CD-P-TO	European Committee on Organ Transplantation (Partial Agreement)	DGII	GR-SOC
Steering committee	CD-P-MCA	Committees for food contact materials and articles (Partial Agreement)	DGII	GR-SOC
Steering committee	CD-P-COS	Committee for cosmetics and consumer health (Partial Agreement)	DGII	GR-SOC

Annex 2: Act of Engagement

Contract No. ▶	2018/3
Project ID / Sector ▶	EVALUATION
Council of Europe contact point ▶	Rica Terbeck / rica.terbeck@coe.int / + 33 (0) 3 90 21 45 47

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

ACT OF ENGAGEMENT

(Restricted consultation procedure / One-off contract)

This Act of Engagement lays down the terms and conditions of the contract between the Provider, as described below, and the Council of Europe⁷ for the provision of consultancy services for the Evaluation of Intergovernmental Committees.

The signature of this Act of Engagement by the tenderer alone shall not constitute or imply any sort of contractual commitment on the part of the Council of Europe. This Act shall become contractually binding only upon signature by a Council of Europe authorised staff member (see Section B).

Tenderers shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**. Ensure that the "Name" of the Provider and the "Account holder" are the same.
2. Fill in the column "Fees" of the table of fees (See Section A);
3. Sign the Act of Engagement (See Section B) and send a signed and scanned copy to the Council (See Contact person details above).

Contact details of the Provider	Name and address ▶			
	Representative ▶			
	Contact person ▶			
	VAT n° (if any) ▶			
	Country and registration n° (if any) ▶			
	Email (Contact person) ▶			
	Phone number (Contact person) ▶			
Bank details	Account holder ▶			
	IBAN n° (if available) ▶		Full bank account n° (for non-IBAN countries only) ▶	
	Bank name and Branch ▶		BIC/SWIFT Code ▶	
	Bank Address ▶		Account currency ▶	

⁷ Which has its seat Allée de l'Europe, 67075 Strasbourg Cedex, France

A. Terms of reference / Table of fees

The Directorate of Internal Oversight of the Council of Europe will implement in 2018 an Evaluation of Intergovernmental Committees in accordance with the terms of reference in Annex 1. In that context, it is looking for a Provider for the provision of consultancy services.

Prices indicated below are final and not subject to review, throughout the duration of the contract.

Prices are indicated in Euros without VAT. For the VAT regime to be mentioned on the invoice(s), please refer to Article 4.2 of the Legal Conditions (See Section C. below). All travel costs should be included in the proposed overall fees. **[Tenders proposing a fee above the exclusion level will be entirely and automatically excluded from the tender procedure.]**

For the VAT regime to be mentioned on the invoice, please refer to Section B below.

The Provider shall indicate its proposed fee(s) in the box(es) below.

Deliverables ▼	Deadline for delivery ▼	Fees ▼	Exclusion level ▼
Inception report	11 July 2018		
Survey analysis	21 September 2018		
Six case study reports	12 October 2018		
Draft final report	9 November 2018		
Final report	19 December 2018		
TOTAL ►			€ 40 000

B. Declaration of Agreement and Signature

I, the undersigned, acting on my own behalf or as a representative of the Provider indicated below, hereby:

- Declare having the authority to represent the Provider;
- Declare that the information provided to the Council under this procedure is complete, correct and truthful.
- Acknowledge, in signing this document, that I have been notified that if any of the statements made or information provided prove to be false, the Council reserves the right to exclude the tender concerned from the procedure or to terminate any existing contractual relations related to the latter;
- Express consent to any audit or verification that the Council may initiate by any means on the information provided under this procedure;
- Declare that neither I or the Provider I represent is in any of the situations listed in the exclusion criteria as reproduced in Appendix I of [Rule 1333 on the procurement procedures of the Council of Europe](#);
- Declare that neither I, nor the Provider I represent, are in a situation of has a conflict of interests or a potential conflict of interest in relation to this procedure. I have been notified and understand that a conflict of interests may arise, in particular, from economic interests, political or national affinities, emotional or family ties or any other type of shared relationship or interest;
- Undertake to update the Council with significant information changes within a reasonable time. Significant information changes include, but are not limited to change of legal status, ownership, name and address, loss of licence of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated;
- Accept without any derogation all the terms of the Legal Conditions as reproduced in the present document and understand that its signature **shall constitute signature of the contract** with the Council subject to the selection of the tender by the Council and the signature of this Act by a representative of the Council.

The Provider shall fill in this part, print the document, sign in the last box below and send a scan copy of the document to the email address indicated on the 1st page.

For the Provider ▼		For the Council of Europe ▼ On behalf of the Secretary General of the Council of Europe	
Signature	Signatory (Name, Function and Entity) ▶		Signatory (Name, Function and Entity) ▶
	Provider ▶		% of advance payment accepted ▶
	Place of signature ▶	In	Place of signature ▶ In
	Date of signature ▶	___ / ___ / ____	Date of signature ▶ ___ / ___ / ____
	Signature ▶		Signature ▶
		PO Number ▶	
		FIMS Number ▶	

INVOICING (This part is reserved for the Council of Europe)	
Invoicing Address ▶ Council of Europe, Directorate of Internal Oversight, Avenue de l'Europe, F – 67075 Strasbourg Cedex	
<input type="checkbox"/>	The invoice shall indicate prices <i>net fixed amount</i> .
<input type="checkbox"/>	The invoice shall be established <i>excluding tax</i> .
The invoice shall be established <i>excluding tax</i> , the following shall appear on the pro-forma invoice and on the final invoice: According to Article 2 b) of Directive 2001/115/EC: "Intra-Community service/sale to an exempted organisation: Articles 143 and 151 of Directive 2006/112/EC."	
<input type="checkbox"/>	The Council of Europe shall provide a VAT exemption certificate to the service provider/supplier with each order. The exemption certificate should be retained by the Provider/Supplier and presented to the relevant tax authorities to justify tax-free invoicing. In case the Council of Europe is not in a position to provide the said certificate, the invoice shall be established including all taxes.
<input type="checkbox"/>	The invoice shall <i>be established including all taxes</i> . The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'including all taxes'. For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / sie.entreprises-etrangees@dgfp.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00
<input type="checkbox"/>	The invoice shall be established <i>including all taxes</i> (French VAT at the applicable rate). Providers/suppliers are required to register for VAT purposes at the VAT Mini One Stop Shop (VAT MOSS) of their choice. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'including all taxes'. The invoice shall also stipulate the following statement: "French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country] under the MOSS identification number [No. XX]".
Comments	
The Provider shall invoice the Council as indicated above. For any question, please contact the contact point of this contract. For aspects other than VAT, the invoice shall conform to the applicable legislation. Unless agreed otherwise between the parties, the invoice shall be in the currency specified in the table of fees (See Section A).	

C. Legal Conditions

ARTICLE 1 – GENERAL PROVISIONS

1.1 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide the list of deliverables reproduced in the Terms of reference (see Section A) related to the present contract and in the tender submitted by the Provider.

1.2 The present contract is composed, by order of precedence, of:

a) the Act of Engagement, in its entirety (cover page, Sections A and B and the present Legal Conditions) and b) the tender submitted by the Provider.

1.3 Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Council.

1.4 For the purposes of this Contract:

- a) "Contract" shall refer to the documents described in 1.2, above;
- b) "Council" shall mean the Council of Europe;
- c) "Deliverables" shall mean the services or goods as described in the Terms of reference;
- d) "Parties" shall mean the Council and the Provider;
- e) "Provider" shall mean the legal or physical person selected by the Council for the provision of the Deliverables.

ARTICLE 2 – DURATION

The contract is concluded until complete execution of the obligations of the parties and takes effect as from the date of its signature by both parties. The services shall be executed in accordance with the timeframe indicated in the Terms of reference or, by default, in the tender submitted by the Provider.

ARTICLE 3 – OBLIGATIONS OF THE PROVIDER

3.1 General obligations

3.1.1 The Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract in order to provide the deliverables, with due respect for the Council of Europe's needs and constraints, as contractually defined.

3.1.2 The Provider recognises that it is subject to a general obligation to provide advice, including, but not limited to, an obligation to provide any relevant information or recommendations to the Council. In this context, the Provider shall supply to the Council all the advice, warnings and recommendations necessary particularly in terms of quality of deliverables, security and compliance with professional standards. The Provider also undertakes to inform the Council as soon as it becomes aware, during the execution of the Contract, of any initiatives and/or adopted laws and regulations, policies, strategies or action plans or any other development related to the object of the Contract.

3.2 Intellectual services

3.2.1 The provisions of Articles 3.2.2 to 3.2.8 shall apply insofar as the contract concerns the provision of intellectual services.

3.2.2 Unless agreed otherwise by the Parties, any written documents prepared by the Provider under the contract shall be written in English and produced on a word processing file. In case the Parties agree that a written document shall be prepared in a language other than English or French, a summary in English or French shall be included in the said document.

3.2.3 Unless agreed otherwise by the Parties, all written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.

3.2.4 The Provider guarantees that the deliverables conform to the highest academic standards.

3.2.5 The Provider cedes irrevocably and exclusively to the Council throughout the entire world and for the entire period of copyright protection, all rights on the deliverable(s) produced as a

result of the execution of the present contract. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the Internet, the said deliverables, or any part thereof.

3.2.6 The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

3.2.7 The Provider guarantees that use by the Council of the deliverable(s) produced as a result of the execution of the present contract will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement; the Provider will compensate it in full for any damage it may suffer in consequence.

3.2.8 Notwithstanding the provision in Article 3.2.5 above, the Council may, on prior application by the Provider, authorise the Provider to use the deliverable(s) referred to above. When giving the Provider such authority, the Council will inform the Provider of any conditions to which such use may be subject.

3.2.9 Any intellectual property rights of the Provider over methods, knowledge and information which are in existence at the date of the conclusion of the Contract and which are comprised in or necessary for or arising from the performance of the Contract shall remain the property of the Provider. However, in consideration of the fees payable pursuant to the Contract the Provider hereby grants the Council a non-exclusive and free licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for the use of such methods, knowledge and information insofar as they are an integral part of the Deliverable(s).

3.2.10 If the Deliverable(s) result(s) in the provision of a training session, and provided the training materials are not the property of the Council, the Provider shall grant the participants in the training a non-exclusive licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for their own professional use of those training materials.

3.3 Health and social insurance of the Provider or its employees

The Provider shall undertake all necessary measures to arrange for health and social insurance during the entire contract. The Provider acknowledges and accepts in this regard that the Council shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.

3.4 Fiscal obligations

The Provider undertakes to inform the Council about any change of its status with regard to VAT, to observe all applicable rules and to comply with its fiscal obligations in:

- a) submitting a request for payment, or an invoice, to the Council in conformity with the applicable legislation;
- b) declaring all fees received from the Council for tax purposes as required in his/her/its country of fiscal residence.

3.5 Loyalty and confidentiality

3.5.1 In the performance of the present contract, the Provider will not seek or accept instructions from any government or any authority external to the Council. The Provider undertakes to comply with the Council's directives for the completion of the deliverables and to refrain from any word or act that may be construed as committing the Council.

3.5.2 The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any matters or data that have been or are to be recorded that come to the Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Council, the Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Council any information which has not been made public and

which has come to the Provider's notice as a result of dealings with the Council. Nor shall the Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

3.6 Disclosure of the terms of the contract

3.6.1 The Provider is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity and price, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors. The Provider authorises the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the contract/projects, the nature and purpose of the contract/projects, name and locality of the Provider and amount of the contract/project.

3.6.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Provider.

3.7 Use of the Council of Europe's name

The Provider shall not use the Council's name, flag or logo without prior authorisation of the Council.

3.8 Data Protection

3.8.1 Without prejudice to the other provisions of this Contract, the Parties undertake, in the execution of this Contract, to comply at all times with the legislation applicable to each of them concerning the processing of personal data.

3.8.2 Where the Provider, pursuant to its obligations under this Contract, processes personal data on behalf of the Council, it shall:

- i. Process personal data only in accordance with written instructions from the Council;
- ii. Process personal data only to the extent and in such manner as is necessary for the execution of the Contract, or as otherwise notified by the Council;
- iii. Implement appropriate technological measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected;
- iv. Take reasonable steps to ensure the reliability of the Provider's employees having access to the personal data and to ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and thus agree to comply with the data protection obligations set out in this Contract;
- v. Obtain written consent from the Council prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Council chooses to authorise subcontracting, the same data protection obligations as set out in this Contract shall be imposed on the subcontractor by way of a contract. The Provider shall remain fully liable to the Council for the performance of that subcontractor's obligations.
- vi. Notify the Council within five working days if it receives:
 - a. a request from a data subject to have access (including rectification, deletion and objection) to that person's personal data; or
 - b. a complaint or request related to the Council's obligations to comply with the data protection requirements.
- vii. Provide the Council with full assistance in relation to any such request or complaint and assist the Council to fulfil its obligation to respond to the requests for rectification, deletion and objection, to provide information on data processing to data subjects and to notify personal data breaches;
- viii. Allow for and contribute to checks and audits, including inspections, conducted or mandated by the Council or by any authorised third auditing person. The Provider shall immediately inform the Council of any audit not conducted or mandated by the Council;

ix. Not process nor transfer personal data outside the jurisdiction of a Council of Europe Member State without the prior authorisation of the Council and provided that an adequate level of protection is guaranteed by law or by ad hoc or approved standardised safeguards (such as binding corporate rules) in the jurisdiction of the recipient;

x. Make available to the Council all information necessary to demonstrate compliance with the obligations under the Contract in connection with the processing of personal data and the rights of data subjects;

xi. Upon the Council's request, delete or return to the Council all personal data and any existing copies, unless the applicable law requires storage of the personal data.

3.9 Parallel Activities

Where the Provider is a natural person who is employed in parallel to this Contract, they hereby confirm that they:

- a) have been granted approval from their employer to perform paid services for the Council under this Contract, and/or
- b) have been granted leave during the performance of their obligations under this Contract.

3.10 Other obligations

3.10.1 In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Council.

3.10.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider.

3.10.3 Nothing in this contract may be construed as conferring on the Provider the capacity of a Council of Europe staff member or employee.

ARTICLE 4 – FEES, EXPENSES AND MODE OF PAYMENT

4.1 Fees

4.1.1 In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the fees as indicated in their offer, in the currency specified in the Table of fees.

4.1.2 Amounts are final and not subject to review.

4.2 VAT

4.2.1 Should the Provider not be subject to VAT, the amount invoiced shall be net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 4.2.2 to 4.2.5.

4.2.2 Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive.

4.2.3 Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Council will provide the Provider with an exemption certificate prior to the signature of the contract. The exemption certificate sent by the Council of Europe should be retained by the Provider and presented to the relevant tax authorities to justify tax-free invoicing. In accordance with Article 2 b) of Council Directive 2001/115/EC, the following should be stated in the invoice: "*Intra-Community sale/service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC*" and should indicate the final total amount excluding VAT. In case the CoE will not be in a position to provide the said certificate, the Council will pay the invoice with VAT included.

4.2.4 Should the deliverables be taxable in a non-EU country, the amount invoiced will not include VAT if the local (national) legislation allows for it, or if the Council of Europe enjoys tax exemption through other means in the country concerned. Otherwise, it shall include VAT.

4.2.5 For the provision of "online services", should the Provider be established either in an EU country (other than France) or in a non-EU country, the invoiced amount shall include French VAT at the applicable rate. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'all tax included'. The invoice shall also stipulate the following statement: "*Intra-community sale/service: French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country]*".

4.3 Invoicing and payment

4.3.1 Upon acceptance of the deliverable[s] by the Council, the Provider shall submit an invoice or a request for payment in triplicate and in the currency specified in the Table of fees, in conformity with the applicable legislation.

4.3.2 Before accepting the deliverable(s), the Council reserves the right to ask the Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.

4.3.3 In the case of event organisation, the Provider shall in any case submit any document that proves that the event took place, including but not limited to an attendance sheet broken down into half days specifying the location, date(s) and time(s) of the event(s) or activity(ies), to be individually signed by each participant and the Provider.

4.3.4 The payment for the Deliverables to be paid by the Council shall be made within 60 calendar days of submission of the invoice described in Article 4.3.1, subject to the submission of the deliverable(s) described in the Terms of reference and its/their acceptance by the Council.

4.3.5 In cases where an advance payment is foreseen, it shall be paid within 60 calendar days upon signature of the contract.

4.4 Other expenses

4.4.1 In the event of the Provider being required to travel for the purposes of the contract, and provided the Terms of reference do not stipulate that the fees already include travel and subsistence expenses, the Council undertakes, subject to its prior agreement, to reimburse travel and subsistence allowances in compliance with the Council's applicable Rules.

4.4.2 Travel expenses referred to under 4.4.1 will be reimbursed on the basis of the rail fare (first class) or air fare (tourist class) upon presentation of an invoice on the letterhead of the relevant vouchers. Subsistence expenses (including travel expenses within the locality visited) will be reimbursed at the applicable daily rate.

4.4.3 In the event of the Provider being required to travel for the purposes of the contract, the duration of the Provider's travel and stays will be covered by an insurance policy with the insurers CHARTIS (Policy No. 2.004.761). A telephone helpline is available in case of emergency (+ 32 (0)3 253 69 16). The said insurance will cover specific risks related to travel and stay of the Provider (including medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions). The insurance policy does not cover persons over 75 years of age.

ARTICLE 5 - BREACH OF CONTRACT

5.1 In the event that the Provider does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 6 below, or the deliverables provided as referred to under Article 1.1 do not reach a satisfactory level, the Council shall consider there to have been a breach of contract and may consequently refuse to pay to the Provider the amounts referred to in Article 4.1 above.

5.2 In the cases described in paragraph 5.1 above, the Council reserves further, at any moment and further to prior notification to the Provider, the right to terminate the contract in all or in part. In case of termination, the Council shall pay only the amount corresponding to the deliverables actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for Deliverables not provided. In case of partial termination, the obligations of the parties shall endure for all deliverables which are not subject of the notification of termination.

5.3 The outstanding sums shall be paid to the Council's bank account within 60 calendar days from the notification in writing by the Council to the Provider regarding the outstanding sums to be paid.

ARTICLE 6 - MODIFICATIONS

6.1 The provisions of this contract cannot be modified without the written agreement of both parties. This agreement may take the form of an exchange of emails provide it is done using the contact details specified in Article 8.

6.2 Any modification shall not affect elements of the contract which may distort the initial conditions of the tendering procedure or give rise to unequal treatment between the tenderers.

6.3 This contract may not be transferred, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.

6.4 The Provider may not subcontract all or part of the deliverables without the written authorisation of the Council.

ARTICLE 7 - CASE OF FORCE MAJEURE

7.1 In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council or the Provider to cancel the contract.

7.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 calendar days.

ARTICLE 8 - COMMUNICATION BETWEEN THE PARTIES

8.1 The Contact point within the Council of Europe is indicated on the cover page of the Act of Engagement (See page 1 above).

8.2 The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).

8.3 Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.

8.4 Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraphs 1 and 2 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraphs 1 and 2 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

8.5 Mail sent to the Council using the postal services is considered to have been received by the Council on the date on which it is registered by the department identified in paragraph 1 above.

8.6 Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE 9 - ACCEPTANCE

The provision of deliverables referred to in this contract shall be the subject of a written acceptance procedure. If acceptance is refused, the Council shall inform the Provider accordingly, giving reasons, and may set new modalities for the provision of the deliverables. If acceptance is refused again, the Council may terminate the Contract in whole or in part without previous notice and without paying any financial compensation.

ARTICLE 10 - CHANGES IN THE PROVIDER'S SITUATION OR STANDING

10.1 The Provider shall inform the Council without delay of any changes in their address or legal domicile or in the address or legal domicile of the person who may represent them.

10.2 The Provider shall inform also inform the Council without delay:

- if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
- where the Provider is a consortium or similar entity, if there is a change in membership or partnership.
- if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- if they are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are not subject to a procedure of the same kind;

- e) if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;
- f) If they do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of legal domicile;
- g) If they are or are likely to be in a situation of conflict of interests.

ARTICLE 11 - DISPUTES

11.1 Any dispute regarding this Contract shall - failing a friendly settlement between the Parties - be submitted to arbitration.

11.2 The Arbitration Board shall be composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

11.3 Alternatively, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or,

failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.

11.4 The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.

11.5 If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide *ex aequo et bono* having regard to the general principles of law and to commercial usage.

11.6 The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

ARTICLE 12 - ADDRESSES AND BANK DETAILS OF THE PARTIES

The bank details of the Provider are indicated on the first page of this Act of Engagement. The bank details of the Council of Europe are the following:

Bank address: F-67075 Strasbourg Cedex, France

Bank name: Société Générale Strasbourg

Code IBAN: FR76 30003 02360 001500 1718672

SWIFT Code: SOGEFRPP