

TENDER NOTICE

**for the provision of services of consultancy
on data protection and access to public information**

ISD/KYIV/2015/02

Services	Consultancy services on data protection and access to public information
Project	EU/CoE Joint Programme “Strengthening information society in Ukraine”
Organisation	COUNCIL OF EUROPE Directorate General of Human Rights and Rule of Law Information Society Department Media and Internet Governance Division
Type of contract	Framework contract
Duration	Until 20 st December 2015 (renewable)
Estimated starting date	1 st May2015
Tender Notice Issuance date	27 March 2015
Deadline for tendering	17 April 2015

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HOW TO SUBMIT A BID

STEP 1: READ THE TENDER FILE

STEP 2: COMPLETE THE ACT OF ENGAGEMENT AND COLLECT THE REQUIRED SUPPORTING DOCUMENTS, AS LISTED IN ARTICLE 8 OF THE ACT OF ENGAGEMENT

STEP 3: SEND YOUR BID, IN ACCORDANCE WITH ARTICLE 7.2 OF THE TENDER RULES

PART I – TECHNICAL SPECIFICATIONS

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I. BACKGROUND AND OBJECTIVES OF THE PROGRAMME

The Joint Programme between the European Commission and the Council of Europe for Ukraine “Strengthening information society in Ukraine” is funded by the European Union and implemented by the Council of Europe.

Its overall objective is to strengthen the protection of human rights and fundamental freedoms through:

- greater freedom, diversity and pluralism in the media;
- an open, inclusive, sustainable, people-centred and human rights-based approach to the Internet;
- an effective system of protection of individuals with regard to their right to privacy and right to control their personal data.

The target audiences are journalists, editors, relevant professional associations, officials of regional and local administrations, judges, civil society representatives, bloggers, private sector, general public.

The expected results of the programme are:

- A strategy for the approximation of media legislation to the International (UN) and European (CoE and EU) regulatory framework developed and implemented;
- Progress as regards the elimination of state or authority-owned media made;
- Safeguards for fair and balanced media coverage of elections in line with relevant European standards and the EU-Ukraine association-related criteria developed;
- Means to ensure the protection of working conditions of journalists against threats and violence promoted with good practices and proposals for legal reforms;
- The legal framework to ensure the right to access public information improved;
- Internet governance and human rights courses included in the Curricula of national institutions;
- Knowledge and awareness of Internet users of their human rights over the Internet increased;
- Capacities and knowledge of Internet service providers on Internet governance and Human rights standards of the Council of Europe strengthened;
- Participation of national key stakeholders including government, parliament, civil society, media representatives and general public in the international Internet governance and human rights debates enhanced;
- Data protection law reviewed and reformed in accordance with international and European standards in the field;
- Independence and capacity of the Ombudsman (Parliament Commissioner for Human Rights) overseeing data protection strengthened;
- Data protection is implemented by sectors such as law enforcement, health, financial services, ICTs and employment;
- Recommendations on the protection of privacy in the media disseminated and the related training carried out.

For information purposes only, the total budget of the Joint Programme amounts to 2762056 Euros and the total amount of the consultancy, object of the present tender, will not exceed 55 000 Euros for the whole duration of the framework contract. The Council of Europe is however not bound by any minimum purchase requirement.

PART I – TECHNICAL SPECIFICATIONS

Project structure

The Programme will be managed by the Media Division, through the Headquarters in Strasbourg and the Office of the Council of Europe in Kyiv.

It will mobilize for the management of the Programme one Team Leader, two Programme Officers, two Programme Assistants and one Financial Assistant based in Kyiv, Ukraine and one Programme Manager based in Strasbourg, France.

This team is composed of Council of Europe staff members. The status of staff member will not in any manner be awarded to the selected consultants (See Article 1 d) of the General Conditions – Intellectual Services, Part III).

II. EXPECTED SERVICES

A. GENERAL INFORMATION

The Council of Europe is looking for consultants to provide assistance, throughout the implementation of the Project, in **two fields: data protection and access to public information**.

The call for tenders is divided into 4 (four) lots, corresponding to each of the competencies the Programme needs. Bidders are entitled to bid for one of or all the following lots:

- LOT 1: SPECIALIST ON INTERNATIONAL STANDARDS ON DATA PROTECTION AND BEST PRACTICES
- LOT 2: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON DATA PROTECTION
- LOT 3: SPECIALIST ON INTERNATIONAL STANDARDS ON ACCESS TO PUBLIC INFORMATION AND BEST PRACTICES
- LOT 4: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON ACCESS TO PUBLIC INFORMATION

For each lot, the Council of Europe will select 3 (three) consultants.

Consultants will be requested to provide deliverables in accordance with Article 7 of the Special Conditions. Bidders are informed that consultants will be requested to provide deliverables on an “as needed basis”, in accordance with the Tender Rules (See Part II).

B. DELIVERABLES

For each lot, the consultants are expected to provide the following deliverables and to respect the Service Level described below:

Deliverable 1: Drafting of legal opinions

Legal opinions may be requested on a given theme related to data protection and access to public information or on an existing or draft piece of legislation. They can also be related to a concept paper or any other document of a legal nature.

The deadline to submit opinions will be indicated in each service order. The length of the opinions (from 2 pages to more than 30 pages) may vary from one request to another, depending on the volume or complexity of information to be analysed. Each service order will clearly specify the expectations of the Council of Europe.

➤ **Expected Service Level**

For each opinion, the Consultant will be expected to:

- respect the deadline and length indicated by the Council of Europe; and

PART I – TECHNICAL SPECIFICATIONS

- guarantee that the deliverable conform to the highest academic standards (in compliance with Article 5 of the Special Conditions).

This service will be requested on an “as needed basis”, like all other services covered by this call for tenders, and shall therefore be distinguished from the general obligation of information (See Article 9 of the Special Conditions) imposed on the Consultant. The Council reserves the right, following the submission of information from the Consultant, to ask for a specific legal opinion on the given matter.

The bidders are requested to indicate their fee per page (See Appendix of the Act of Engagement). The final amount of each legal opinion will be based on the number of pages expected by the Council of Europe and indicated in the relevant Order Form, but not on the actual number of pages submitted by the Consultant, except in cases where the number of pages actually submitted corresponds to the scale indicated by the Council of Europe. The number of pages will be calculated on the basis of a body text in Arial 11. The fee shall cover all the expected services described above.

Deliverable 2: Contribution to expert meetings

Expert meetings aim at supporting the elaboration and implementation of the data protection and access to public information legislation in Ukraine in line with International and European standards. These meetings may take different format (e.g. working group, ad hoc expert meeting...).

The Consultant will be expected to share its knowledge of the international or European standards (Lot n°1) or of the relevant national legislation (Lot n° 2), and/or to present examples of good practices based on a national system s/he is a specialist of. The duration of meetings may vary from one meeting to another. Each service order will clearly specify the duration of each meeting and the expectations of the Council of Europe.

➤ **Expected Service Level**

For each meeting, the Consultant may be expected to:

- Contribute to the preparation of the agenda of the meeting and to provide a background information note in English (about 2 pages) to the Project Team, at the latest 2 days before the meeting;
- Participate in the meeting and to intervene orally;
- Make a presentation on a given subject (up to 30 minutes);
- Provide comments and recommendations (about 2 pages) based on the meeting notes, at the latest 14 days after the meeting.

The bidders are requested to indicate their fee per meeting day (See Appendix of the Act of Engagement). The final amount of each contribution to expert meetings will be calculated on a pro rata basis, depending on the number of days of each meeting (e.g. the amount of a contribution to a 2,5 days meeting will be calculated as follows : meeting day fee x 2,5). The fee shall cover all the expected services described above, including preparation and after-meeting comments.

Travel and subsistence expenses shall **not** be included as they will be covered by the Council of Europe. Logistical aspects related to the possible meetings (premises, accommodation, catering, transport, translation, interpretation etc.) will also be covered by the Council of Europe and shall therefore **not** be included in the fees proposed.

Deliverable 3: Contribution to training activities

Training activities target state authorities, civil society, legal professionals and journalists. The duration of each training activity may vary from 1 to 5 days.

➤ **Expected Service Level**

For each activity, the Consultant may be expected to:

- Contribute to the preparation of the agenda of the activity and to provide the required training material to the Project Team at the latest 5 days before the activity;
- Make a presentation or practical training exercises on a given subject;
- Provide an activity report (up to 2 pages), at the latest 14 days after the meeting.

PART I – TECHNICAL SPECIFICATIONS

The bidders are requested to indicate their fee per meeting day (See Appendix of the Act of Engagement). The final amount of each contribution to training activities will be calculated on a pro rata basis, depending on the number of days of each activity (e.g. the amount of a contribution to a 2,5 days activity will be calculated as follows : meeting day fee x 2,5). The fee shall cover all the expected services described above, including preparation and reporting.

Travel and subsistence expenses shall **not** be included as they will be covered by the Council of Europe. Logistical aspects related to the possible meetings (premises, accommodation, catering, transport, translation, interpretation etc.) will also be covered by the Council of Europe and shall therefore **not** be included in the fees proposed.

Deliverable 4: Assessment and coaching visits

Assessment and coaching visits consist in visiting a stakeholder of the programme, such as a partner institution, to assess their practices and working methods and provide an outside view on their daily work. It involves visiting the stakeholder concerned, meeting its staff and/or representative and sharing experience/exchanging views on best methods and practices. Visits usually last from 1 to 5 days.

➤ **Expected Service Level**

For each visit, the Consultant may be expected to:

- Contribute to the preparation of the agenda of the visit;
- Participate in the visit and interacts orally with the persons met;
- Review and analyse Data Protection and Access to Public Information institutional practices;
- Provide a visit report (2-10 pages), at the latest 10 days after the visit.

The bidders are requested to indicate their fee per visit day (See Appendix of the Act of Engagement). The final amount of each visit will be calculated on a pro rata basis, depending on the number of days of each visit (e.g. the amount of a 2,5 days visit will be calculated as follows : visit day fee x 2,5). The fee shall cover all the expected services described above, including preparation and reporting.

Travel and subsistence expenses shall **not** be included as they will be covered by the Council of Europe. Logistical aspects related to the possible meetings (premises, accommodation, catering, transport, translation and interpretation) will also be covered by the Council of Europe and shall therefore **not** be included in the fees proposed.

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PART II – TENDER RULES

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ARTICLE 1 – IDENTIFICATION OF THE CONTRACTING AUTHORITY

1.1 Name and address

COUNCIL OF EUROPE

Directorate General of Human Rights and Rule of Law

Human Rights Directorate

Avenue de l'Europe

F – 67075 STRASBOURG Cedex

<http://hub.coe.int>

1.2 Background

The activities of the Organisation are governed by its Statute. These activities concern the promotion of human rights, democracy and the rule of law. The Organisation has its seat in Strasbourg and has set up external offices in about 20 member and non-member states (in Ankara, Baku, Belgrade, Brussels, Bucharest, Chisinau, Erevan, Geneva, Kyiv, Lisbon, Moscow, Paris, Podgorica, Pristina, Rabat, Sarajevo, Skopje, Tbilisi, Tirana, Tunis, Warsaw, Venice and Vienna).

Contracts, framework contracts and framework agreements awarded by the Council of Europe are 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.

The Organisation enjoys privileges and immunities provided for in the General Agreement on Privileges and Immunities of the Council of Europe, and its Protocols, and the Special Agreement relating to the Seat of the Council of Europe.¹

The purpose of this call is to contract with consultants to support the implementation of the EU and CoE Joint Programme “Strengthening Information Society in Ukraine”.

Further details on the project are provided for in the Technical Specifications.

ARTICLE 2 – OBJECT AND SCOPE OF THE TENDERING PROCEDURE

This tendering procedure is an international call for tender. It aims at concluding a framework contract with **a maximum of 3 consultants for each of the four lots**, provided that there are sufficient candidates satisfying the exclusion and eligibility criteria and which have submitted compliant and satisfactory bids.

The scope of the tendering procedure is described in the Technical Specifications.

ARTICLE 3 – PLACE OF PERFORMANCE

Deliverables 2, 3 and 4 will be considered as performed in the country where the event takes place.

Deliverable 1 will be considered as performed in the country where the Consultant is established.

¹ Available on the website of the Council of Europe Treaty Office: www.conventions.coe.int

PART II – TENDER RULES

ARTICLE 4 – VALIDITY OF THE BIDS

Bids are valid for 120 calendar days as from the closing date for their submission.

ARTICLE 5 – DURATION OF THE FRAMEWORK CONTRACT

The duration of the framework contract is set out in Article 4 of the Act of Engagement.

ARTICLE 6 – LEGAL FORM OF BIDDERS

Natural persons only are accepted.

ARTICLE 7 – MODALITIES OF THE TENDERING

7.1 Content of the tender file

The tender file is composed of:

- Part I. Technical specifications.
- Part II. Tender rules;
- Part III. General conditions – intellectual services;
- Part IV. Special conditions;
- Part V. Act of engagement.

7.2 How to send bids

Bids must be sent to the Council of Europe in the form of one electronic/scanned copy to be sent only to the following address DGI-UPSIS@coe.int. Bids submitted to another e-mail account will be excluded from the procedure.

7.3 Deadline for submission of bids

The deadline for the submission of bids is **17 April 2015** (midnight, UTC+2) as evidenced by the email date and time.

ARTICLE 8 – ASSESSMENT OF THE BIDS

8.1. EXCLUSION CRITERIA

Bidders 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

PART II – TENDER RULES

DOCUMENTS TO BE PROVIDED

- By signing the Act of Engagement, bidders declare that they are not in any of the above-mentioned situations (See Act of Engagement – Article 7).

The Council of Europe reserves the right to ask bidders, at a later stage, to supply the following supporting documents:

- 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 requirements are met;
- A certificate issued by the competent authority of the country of incorporation indicating that the fourth requirement is met.

8.2 ELIGIBILITY CRITERIA

Bidders shall demonstrate that they fulfil the following criteria:

For LOTS 1 AND 3: SPECIALIST ON INTERNATIONAL STANDARDS AND BEST PRACTICES

- University Degree in law, media, human rights, public administration, political sciences or in a related field;
- Extensive professional experience **at international level** in the field of data protection and/or access to public information;
- Solid knowledge of the **relevant European (CoE and EU) and other international standards as well as best practices** in the related field;
- Proven experience and understanding of the delivery of international technical assistance;
- Excellent analytical, research and reporting skills;
- Excellent communication and interpersonal skills;
- Excellent oral and written English with confirmed drafting skills.

For LOTS 2 AND 4: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES

- University Degree in law, media, human rights, public administration, political sciences or in a related field;
- Extensive professional experience **at national level (in Ukraine)** in the field of data protection and/or access to public information;
- Solid knowledge of the **Ukrainian legislation as well as practices** in the related field;
- Proven experience and understanding of the delivery of international technical assistance;
- Excellent analytical, research and reporting skills;
- Excellent communication and interpersonal skills;
- Good oral and written English with confirmed drafting skills.

DOCUMENTS TO BE PROVIDED

For each lot, all bidders shall deliver, when submitting their bid:

- A motivation letter;
- A detailed CV, in English (EU format);
- 3 (three) relevant references, from previous employers or clients (name, surname, phone number or e-mail);

PART II – TENDER RULES

- A list of drafted legal opinions, contributions to expert meetings and training activities, coaching visits in the last 5 years.

8.3 AWARD CRITERIA

For each lot, only the bids of bidders who have passed the exclusion and eligibility tests will be assessed against the following award criteria:

- (50 %) Evaluation of the bidder's research, writing, reporting and presentation skills based on submission of at least two recent legal opinions, reports or presentations, in English (for lots 1 and 3), or in Ukrainian (for lots 2 and 4), related to data protection and/or access to public information, or a related subject matter;
- (30 %) Relevance of the bidder's experience, in particular in delivery of technical assistance;
- (20%) The financial offer as indicated in the Table of fees.

DOCUMENTS TO BE PROVIDED

All bids shall include, **for any lot**:

- At least **2 (two) relevant research, writing, report or presentation** prepared by the bidder, in English (for lots 1 and 3) or in Ukrainian (for Lots 2 and 4), related to data protection/access to public information or a related subject matter;
- The **table of fees**, duly completed (See Appendix to the Act of Engagement). Bids proposing **at least one** fee above the exclusion level indicated in the Table of fees will be **entirely and automatically** excluded from the tender procedure.

ARTICLE 9 – ORDERING PROCEDURE

Services will be requested on an “as needed basis”. The Council of Europe is not bound, through this framework contract, by a minimum purchase requirement. Therefore, **the selection of a consultant will not give rise to a right for the consultant concerned to be awarded subsequent orders.**

Purchase of deliverables shall be carried out on the basis of orders (as reproduced in Appendix II to the Special Conditions – See Part IV) submitted by the Council to the Consultant, by post or electronically. The ordering procedure is defined in Article 8 of the Special Conditions (See PART IV).

ARTICLE 10 – SUPPLEMENTARY INFORMATION

General information can be found on the website of the Council of Europe <http://www.coe.int/en/web/kyiv/41>.

Other questions regarding this specific tendering procedure shall be sent at the latest one week before the deadline for the submission of bids, **in English**, and shall be exclusively sent to the following address DGI-UPSIS@coe.int.

ARTICLE 11 – CHANGE, ALTERATION AND MODIFICATION OF THE TENDER FILE

Any change in the format, or any alteration or modification of the original tender will cause the immediate rejection of the bid concerned.

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PART III – GENERAL CONDITIONS – INTELLECTUAL SERVICES

ARTICLE 1 – LEGAL STATUS OF THE COUNCIL OF EUROPE AND OF THE SERVICE PROVIDER

- a) Pursuant, *inter alia*, to the Statute of the Council of Europe and to the General Agreement on Privileges and Immunities of the Council of Europe, the Council of Europe has legal personality. The Council of Europe enjoys such privileges and immunities as are necessary for the fulfilment of its functions. Nothing in the Contract shall be interpreted as a waiver of the Privileges and Immunities of the Council of Europe;
- b) The Service Provider's personnel or any person acting on its behalf shall, while on the premises of the Council of Europe, comply with the Council of Europe Rules and those generally applicable relating to safety, public security and order² as well as other rules indicated in the Special conditions;³
- c) The Service Provider guarantees that its personnel or any person acting on its behalf fully respect the terms of the Contract;
- d) The Service Provider shall have the legal status of an independent service provider *vis-à-vis* the Council of Europe, and nothing contained in or relating to the Contract shall be construed as establishing or creating between the Parties the relationship of employer and employee or of principal and agent. The officials, representatives, employees, or subcontractors of each of the Parties shall not be considered in any respect to be employees or agents of the other Party and each Party shall be solely responsible for all claims arising out of or relating to its relationship with such persons or entities.

ARTICLE 2 – APPLICATION OF THE GENERAL CONDITIONS

The provisions of these General Conditions shall apply to all contracts for the supply of intellectual services entered into by the Council of Europe. They may, however, be supplemented or modified by special conditions.

ARTICLE 3 – PRECEDENCE CLAUSE

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

ARTICLE 4 – DEFINITIONS AND INTERPRETATION

For the purposes of these General Conditions:

- a) "Contract" shall mean the present General Conditions as well as any other documents mentioned as contractual documents in the Act of Engagement;
- b) "Council" shall mean the Council of Europe;
- c) "Service Provider" shall mean the legal or physical person selected by the Council for the provision of intellectual services;
- d) References to any gender include both genders. References to a person include any physical or legal persons.

² Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe; Rule 1294 of 7 May 2010 on managing alcohol-related risks on Council of Europe premises; Rule No. 1267 of 20 January 2007 prohibiting smoking inside all Council of Europe buildings.

³ Another regulation that may be included in respect of texts for publications is Instruction No. 33 of 1 June 1994 on the use of non-sexist language at the Council of Europe.

PART III – GENERAL CONDITIONS

ARTICLE 5 – INTELLECTUAL PROPERTY RIGHTS

a) The Service Provider shall assign all intellectual property rights⁴ over the deliverables as described in the technical specifications to the Council on an exclusive basis and without any temporal and geographical limitations. 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 language, in any form and on any kind of support, including on a CD-ROM or the internet, the deliverables, or any part thereof. The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

b) The Council may, on prior application by the Service Provider, authorise the Service Provider to use the deliverables. When giving the Service Provider such authorisation, the Council will inform the Service Provider of any conditions to which such use may be subject.

c) The Service Provider guarantees that use by the Council of the deliverables supplied under the contract will not infringe the rights of third parties. In the event of any dispute or litigation involving an alleged violation of a third party's intellectual property rights, the Service Provider shall at his own cost endeavour so far as is possible to settle the dispute or litigation and shall, if requested by the Council and for so long as that request is not revoked, be responsible for conducting the defence in respect of all proceedings. However, under no circumstances may the Service Provider institute judicial proceedings in the name of the Council. The Service Provider shall keep the Council fully informed of the progress of such dispute or litigation and shall bear all expenses, costs and compensation payable to any third party pursuant to a court order, arbitration award or negotiated settlement. In the event that any claim by a third party relating to the alleged violation of its intellectual property rights results in the Council suffering damage or loss, the Council shall be entitled to full compensation from the Service Provider for such damage or loss.

ARTICLE 6 – WARRANTIES

The Service Provider guarantees that the deliverables conform to the technical specifications.

ARTICLE 7 – LOYALTY OF THE SERVICE PROVIDER

In the performance of the present contract, the Service Provider will not seek or accept instructions from any government or any authority external to the Council. The Service Provider undertakes to comply with the Council's directives for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Council.

ARTICLE 8 – CONFIDENTIALITY

The Service Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any service matters or data that have been or are to be recorded that come to the Service 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 of Europe, the Service 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 Service Provider's notice as a result of dealings with the Council. Nor shall the Service 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.

⁴ The term « intellectual property law » refers to both copyright law which protects roughly speaking literary, artistic and scientific work and industrial property rights law which protects roughly speaking inventions. Industrial property includes *inter alia* patents, trademarks, service marks, names and designations.

PART III – GENERAL CONDITIONS

ARTICLE 9 – DISCLOSURE OF THE TERMS OF THE CONTRACT

- a) The Service Provider is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity, for the sole 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.
- b) Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Service Provider.

ARTICLE 10 – USE OF THE COUNCIL OF EUROPE'S NAME

The Service Provider shall not use the Council's name, or logo or the European emblem without prior authorisation of the Secretary General of the Council of Europe.

ARTICLE 11 – FISCAL OBLIGATIONS OF THE SERVICE PROVIDER

The Service Provider undertakes to observe any applicable law and to comply with his fiscal obligations in conformity with the legislation of the Service Provider's country of fiscal residence, in submitting an invoice to the Council in conformity with the applicable legislation, or a request of payment in the case of Service providers who are not subject to VAT.

ARTICLE 12 – PRICE/FEE

The prices/fees shall be stated in euros.

ARTICLE 13 – AMENDMENTS TO THE CONTRACT

The provisions of the contract cannot be modified without the written agreement of both parties.

ARTICLE 14 – CHANGES IN THE SERVICE PROVIDER'S SITUATION OR STANDING

- a) The Service Provider shall inform the Council without delay of any changes in his address or legal domicile or in the address or legal domicile of the person who may represent him.
- b) The Service Provider shall inform also inform the Council without delay:
 - i. if he becomes insolvent, the subject of insolvency proceedings, goes into liquidation, ceases trading or finds himself in any similar situation under the laws of the country in which he is domiciled;
 - ii. if he becomes the subject of a request for the opening of insolvency proceedings, (or himself makes such a request) or of any similar proceedings under the laws of the country in which he is domiciled;
 - iii. if he is convicted of an offence that puts his professional reliability in question;
 - iv. if he is involved in a merger, takeover or change of ownership or there is a change in his legal status;
 - v. where the Service Provider is a consortium or similar entity, if there is a change in membership or partnership.
 - vi. if he is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;

PART III – GENERAL CONDITIONS

- vii. if he is 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 is not subject to a procedure of the same kind;
- viii. if he has received a judgment with res judicata force, finding an offence that affects his professional integrity or serious professional misconduct;
- ix. does not comply with his obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of my country of legal domicile;

ARTICLE 15– TRANSFER OF CONTRACT

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

ARTICLE 16 – SUB-CONTRACTING

The Service Provider may not subcontract all or part of the services without the Council's prior authorisation in writing.

ARTICLE 17 – ACCEPTANCE

The provision of deliverables shall be the subject of a written acceptance procedure. If acceptance is refused, the Council shall inform the Service Provider accordingly, giving reasons, and may set at least one further date 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 18 – TERMINATION FOR BREACH OF THE CONTRACT

- a) Where the Service Provider is in breach of, or fails to fulfil, contractual obligations, the Council shall be entitled to terminate the Contract without prejudice to any claims for damages it may have. Unless otherwise provided for in the Contract, such right for termination may be exercised by the Council without previous notice.
- b) The Council may also terminate at any time, subject to four weeks' written notice, contracts involving recurring services on the part of the Service Provider.
- c) In each case the Service Provider shall be entitled to claim the agreed amount of remuneration for the deliverables accepted. He shall also be entitled to all costs already incurred at the time of notice or payable on the basis of obligations reasonably entered into in view of the performance of his contractual duties, against which he must, however, set off expenditure avoided as a result of the Council's decision to terminate and income deriving from his ability to use labour for other work, or income which might thus have been gained but which he has wilfully or negligently omitted to obtain.

ARTICLE 19 – CASE OF FORCE MAJEURE

- a) In the event of a 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 to cancel the contract.
- b) In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 5 days.

PART III – GENERAL CONDITIONS

ARTICLE 20 – DISPUTES

In accordance with the provisions of Article 21 of the General Agreement on privileges and immunities of the Council of Europe, all disputes between the Council and the Service Provider as regards the application of this contract shall be submitted, if a mutual agreement cannot be reached between the parties, to arbitration as laid down in Rule No 481 of the Secretary General (Annex).

French law shall be applicable to the arbitration procedure.

* * *

PART III – GENERAL CONDITIONS

APPENDIX TO THE GENERAL CONDITIONS

Rule No. 481 of 27 February 1976 laying down the arbitration procedure for disputes between the Council and private persons concerning goods provided, services rendered or purchases of immovable property on behalf of the Council

The Secretary General of the Council of Europe,

Having regard to the Statute of the Council of Europe, of 5 May 1949, and in particular its Articles 11 and 40,

Having regard to the General Agreement on Privileges and Immunities of the Council of Europe signed on 2 September 1949, and in particular its Articles 1, 3, 4 and 21, as well as the Special Agreement relating to the seat of the Council of Europe signed on 2 September 1949,

Considering that it is appropriate to determine the arbitration procedures for any disputes between the Council and private persons regarding supplies furnished, services rendered or immovable property purchased on behalf of the Council,

Having regard to the decision of the Committee of Ministers of the Council of Europe at the 253rd meeting of the Deputies,

DECIDES:

Article 1

Any dispute relating to the execution or application of a contract covered by Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board 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.

Article 2

However, 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.

Article 3

The Board referred to in Article 1 or, where appropriate, the arbitrator referred to in Article 2 shall determine the procedure to be followed.

Article 4

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.

Article 5

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

Strasbourg, 27 February 1976
Georg KAHN-ACKERMANN
Secretary General

PART IV – SPECIAL CONDITIONS

of the framework contract for the provision of services of consultancy on data protection and access to public information

ISD/KYIV/2015/02

Preamble

The provisions of the General Conditions – Intellectual Services, to which this framework contract refers, apply to it.

ARTICLE 1 – OBJECT OF THE FRAMEWORK CONTRACT – GENERAL PROVISIONS

1.1 Description of the deliverables

Deliverables shall conform to the Technical Specifications attached to the tender file n° ISD/KYIV/2015/02 as well as to the requirements of each purchase order.

1.2 Duration

The duration of the framework contract is set in Article 4 of the Act of Engagement.

1.3 Lots

The framework contract is divided into 4 (four) lots:

- LOT 1: SPECIALIST ON INTERNATIONAL STANDARDS ON DATA PROTECTION AND BEST PRACTICES;
- LOT 2: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON DATA PROTECTION.
- LOT 3: SPECIALIST ON INTERNATIONAL STANDARDS ON ACCESS TO PUBLIC INFORMATION AND BEST PRACTICES;
- LOT 4: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON ACCESS TO PUBLIC INFORMATION.

1.4 Components of the framework contract and order of precedence

The framework contract is composed, by order of precedence, of:

- the Act of Engagement;
- the Special Conditions;
- the General Conditions – Intellectual Services ;
- the Technical specifications;
- the selected bid, including the Table of fees as completed by the bidder and recorded by the Council of Europe.

1.5 Terminology

"Consultant" shall mean the Service Provider selected by the Council for the provision of consultancy services.

“Deliverable(s)” shall mean the service(s) as described in the Technical Specifications.

PART IV - SPECIAL CONDITIONS

ARTICLE 2 – LANGUAGE AND LENGTH OF DOCUMENTS

2.1 Any written documents prepared by the Consultant under the contract shall be written in the Council's official languages (English or French) as indicated in the Technical Specifications, and the subsequent order documents and produced on a word processing file, unless specified otherwise in the Technical specifications.

2.2 If the Consultant's document is drafted in a language other than the official languages without this having been provided for in the contract, the cost of translation into an official language shall be charged to the Consultant and deducted from its fees.

2.3 Unless specified otherwise in the Technical specifications, 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.

ARTICLE 3 – FEES, EXPENSES AND MODE OF PAYMENT

3.1 The fees, as specified in the selected bid, are final and not subject to review. Travel and subsistence expenses shall be not included into the relevant fees, as they will be directly covered by the Council of Europe.

3.2 The Consultant shall submit an invoice, or request for payment in the case of consultants who do not charge VAT under the applicable legislation, in triplicate and in Euros in conformity with the applicable legislation. A model is attached in Appendix to these Special Conditions. This model can be modified as appropriate to conform to the applicable legislation.

3.3 The fee shall be payable within 60 calendar days, to the bank account indicated in Article 3 of the Act of Engagement, upon receipt of the deliverable and its acceptance by the Council and on presentation of an invoice in triplicate, or a request for payment in the case of consultants who do not charge VAT under the applicable legislation, and in Euros.

3.4 Where relevant, advance payments can be agreed on between the parties, within the limit of 30% of the total volume of the order.

3.5 Should the Consultant be located in France, the amount invoiced will have to include VAT (TTC). The CoE will then reclaim the VAT from the French authorities.

Should the Consultant be located in another EU country, and should the deliverables be taxable in this country, the CoE will provide the Consultant with an exemption certificate prior to the signature of each request. The exemption certificate sent by the Council of Europe should be retained by the Consultant 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 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.

Should the Consultant be located in a non-EU country, or 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 will include VAT.

3.6. Payments can exceptionally be made in local currency (UAH) subject to the parties' prior agreement. The Service Provider and the Council shall apply the official exchange rate between Euro and UAH published by the National Bank of Ukraine on the day of issuance of the Order Form concerned for the advance payments and of the invoice concerned for the payment of the balance.

PART IV - SPECIAL CONDITIONS

ARTICLE 4 – INTELLECTUAL PROPERTY RIGHTS

4.1 The Consultant waives any moral rights over the deliverables, inter alia the right to claim authorship of the deliverables.

4.2 Any intellectual property rights of the Consultant over methods, knowledge and information which are in existence at the date of the conclusion of the service provider contract and which are comprised in or necessary for or arising from the performance of the service provider contract shall remain the property of the Service Provider. However, in consideration of the fees payable pursuant to the service provider contract the Service Provider hereby grants the Council a non-exclusive and free licence without any temporal or geographical limitations for the use of such methods, knowledge and information.

4.3 If the deliverable expected results in the provision of a training session, and provided the training materials are not the property of the Council of Europe, the Service Provider grants the participants in the training a non-exclusive licence without any temporal and geographical limitation for their own professional use of the training materials made available by the trainer.

ARTICLE 5 – WARRANTIES

The Consultant guarantees that the deliverables conform to the highest academic standards.

ARTICLE 6 – LIQUIDATED DAMAGES

6.1 Where the provision of services is delayed, the Consultant shall be liable to payment of damages at a rate of 0.2 % per working day of such delay, up to a maximum of 60 (sixty) calendar days, of the amount payable for the services or part thereof whose provision has been delayed, or the amount payable for the services of part thereof which cannot, owing to the delay, be put to the use intended, whichever sum is the greater. The total amount of liquidated damages to be recovered from the Service Provider shall be deducted from the overall fees and payments provided for in the contract. The Council may claim the liquidated damages until the final payment is made.

6.2 The provisions of Paragraph 1 shall neither prevent the Council from making a claim in respect of damage which it has suffered over and above the amount of liquidated damages recovered by it nor shall it restrict the Consultant's statutory right to prove that the actual damage the Council suffered was substantially less.

6.3 The foregoing provisions shall not prejudice the right of the Council to terminate the Contract in conformity with the provisions of the general conditions.

ARTICLE 7 – ORDERING PROCEDURE

7.1 Services shall be carried out on the basis of orders (as reproduced in Appendix II to the present special conditions) submitted by the Council, by post or electronically. The Consultant undertakes to take all the necessary measures to send to the Council, to the extent possible within 3 (three) working days, the signed orders together with a quote in line with the indications specified on each Service Order. Each quote must strictly respect the fees indicated in the Table of fees attached to the original Consultant's bid as recorded by the Council of Europe. In case of non-compliance with the fees as indicated in the original Consultant's bid, the Council of Europe reserves the right to terminate the Contract with the Consultant, in all or in part.

7.2 A Service order is considered to be legally binding when the quote is approved by the Council, by displaying a Council's Purchase Order number on the order, as well as by signing and stamping the request concerned. Copy of each approved Service Order shall be sent to the Consultant, to the extent possible on the day of its signature.

7.3 Orders are addressed exclusively to the first Consultant on the ranking list of the tender for each lot. If the Consultant fails to provide the expected service level, as defined in the Technical Specifications, the Council reserves the right to terminate the contract with the Consultant concerned and to call on the second Consultant on the ranking list of the tender, and so on down the list. The Council reserves also the right to call on the second

PART IV - SPECIAL CONDITIONS

Consultant on the ranking list of the tender, and so on down the list, in cases of exceptional workload or urgency, or if the Consultant ranked first is not available for more than 3 (three) service days.

ARTICLE 8 - COMMUNICATION

8.1 The contact point within the Council of Europe shall be indicated on each Service Order.

8.2 The contact details of the Consultant are indicated in Article 2.2 of the Act of Engagement.

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 – GENERAL OBLIGATION TO PROVIDE ADVICE

The Consultant recognises that it is subject to a general obligation to provide advice, and particularly to provide information and make recommendations, to the Council. In this context, the Consultant shall supply to the Council all the advice, warnings and recommendations necessary particularly in terms of quality of services and compliance with professional standards. The Consultant 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.

ARTICLE 10 – MISCELLANEOUS

10.1 The contract shall constitute the entire legal relationship between the parties. The terms and conditions of the Consultant do not form part of the Contract.

10.2 Should a clause of this contract be or become invalid the remainder of the contract shall remain in force. The invalid clause shall be replaced by a valid clause coming closest to achieving the purpose and meaning of the invalid clause.

10.3 If this contract contains any gaps or ambiguities, it is to be interpreted in the light of its object and purpose.

* * *

APPENDIX I – MODEL INVOICE

APPENDIX II – MODEL SERVICE ORDER

PART IV - SPECIAL CONDITIONS

APPENDIX I – MODEL INVOICE

NAME:

ADDRESS:

VAT Registration No.

Tax Reference No.

Invoice No.
Council of Europe Contract
No.
Date:

Description of Item		Amount €
	Total Net of VAT	
	VAT	
	Total incl. of VAT	

Signature:

PART IV - SPECIAL CONDITIONS

APPENDIX II: MODEL SERVICE ORDER

COUNCIL OF EUROPE – CONTACT DETAILS			
Address:	COUNCIL OF EUROPE <i>[Office in ...]</i> <i>[Name of the duly authorised staff member]</i> <i>[Address]</i>	Email:	[...]@coe.int
		Phone number:	+ (...)
Project ref.:	Project ...		
ORDER DETAILS			
Consultant:	<i>[name]</i>		
Contract ref.:	FC/.../2015/...		
Date of dispatch of the Order:	<i>[date]</i>	Applicable VAT regime:	Invoicing [VAT inclusive] / [VAT exclusive]
Description of the deliverables:	<i>[See list attached]</i>		
Deadline for submission of the deliverable(s):	<i>[See list attached]</i>	Stamp and signature :	

ACCEPTANCE BY THE CONSULTANT	
<p>I, the undersigned, accept to provide the above list of deliverables, within the deadline indicated above and in the conditions laid down in the framework contract referred to above</p>	
Date of dispatch of the Acceptance:	Stamp and signature:
<p>____/____/____</p>	
<p>To be returned, dated and signed by the Service Provider, to the email address indicated above, together with a Pro Forma invoice (or quote) dated and addressed to the full address specified above, on the Consultant's letterhead, reiterating the Consultant's name and address, the VAT number of the Consultant, the list of deliverables, the applicable standard fee per deliverable, the sub-total amount in Euros per deliverable, the total amount in Euros (VAT exclusive or inclusive, in accordance with the VAT regime specified in the Order above) and specific payment modalities where relevant.</p>	

APPROVAL BY THE COUNCIL OF EUROPE	
Purchase Order Number:	Stamp and signature:
N° _____	
<p>The Order is considered to be legally binding when the Pro forma invoice (or quote) is accepted by the Council, by signing and stamping the Order Form and by displaying a Council's Purchase Order number on the Order Form. A copy must be sent to the Consultant (where relevant, with the VAT exemption certificate).</p>	

PART V – ACT OF ENGAGEMENT

of the framework contract for the provision of services of consultancy on data protection and access to public information

ISD/KYIV/2015/02

HOW TO COMPLETE THE ACT OF ENGAGEMENT AND SEND A BID?

- The ACT OF ENGAGEMENT must be completed and signed IN TWO COPIES;
- 1 (one) set of all the REQUESTED SUPPORTING DOCUMENTS (see article 8) must be collected.
Please pay attention to the fact that CERTAIN DOCUMENTS MUST BE SENT FOR EACH LOT YOU BID FOR;
- The ACT OF ENGAGEMENT and the REQUESTED SUPPORTING DOCUMENTS referred to above must be sent to the Council of Europe in accordance with article 7.2 of the tender rules;
- Incomplete files will be rejected.

WHAT WILL HAPPEN THEN?

All bids will be assessed by the Council of Europe, and:

- SELECTED CONSULTANTS will receive a copy of the ACT OF ENGAGEMENT SIGNED by the Council of Europe (see article 10). They will be legally bound to the Council of Europe as of the day of this notification;
- REJECTED BIDDERS will be informed in writing.

PART V – ACT OF ENGAGEMENT

ARTICLE 1 – OBJECT OF THE FRAMEWORK CONTRACT

1.1 Object

This tendering procedure is an international public call for tender. It aims at concluding a framework contract for the provision of services of consultancy on data protection and access to public information, in the framework of the EU/CoE Joint Programme “Strengthening information society in Ukraine”.

1.2 Lot(s)

This Act of Engagement corresponds to:

(The signatory shall tick the box(es) corresponding to the lot(s) for which s/he bids)

- ☐ LOT 1: SPECIALIST ON INTERNATIONAL STANDARDS ON DATA PROTECTION AND BEST PRACTICES
- ☐ LOT 2: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON DATA PROTECTION
- ☐ LOT 3: SPECIALIST ON INTERNATIONAL STANDARDS ON ACCESS TO PUBLIC INFORMATION AND BEST PRACTICES
- ☐ LOT 4: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON ACCESS TO PUBLIC INFORMATION

ARTICLE 2 – UNDERTAKING OF THE SIGNATORY

2.1 Details and undertaking of the signatory

Having taken note of the framework contract as defined in Article 1.4 of the applicable Special Conditions and in accordance with its provisions, the signatory undertakes, on the basis of its bid, to respect all the provisions of the framework contract:

(The signatory shall complete the following table)

Name:	
Surname:	
Address:	
VAT number (if subject to VAT or assimilated taxes):	
Country of registration (if applicable):	
Registration number (if applicable):	

PART V – ACT OF ENGAGEMENT

2.2 Communication between the parties

The contact details of the signatory are:

(The Bidder shall complete the following table, in accordance with Article 8.2 of the applicable Special Conditions)

Email:	
Phone number:	
Fax number:	

ARTICLE 3 – BANKING DETAILS:

(The signatory shall complete the following table, in accordance with Article 3.3 of the applicable Special Conditions)

Account holder:	
Full bank account number (RIB):	
IBAN Code:	
SWIFT Code:	
Bank name:	
Bank address:	

PART V – ACT OF ENGAGEMENT

ARTICLE 4 – DURATION OF THE FRAMEWORK CONTRACT

4.1 Duration

The framework contract is concluded until 20 December 2015 and takes effect as from the date of its signature by both parties.

4.2 Renewal of the framework contract

The framework contract can be renewed by common written agreement for the period of extension of the project as agreed on with the donor(s), within the limit of one more year.

ARTICLE 5 – PERIOD OF VALIDITY OF THE BIDS

The Signatory agrees with the validity of the bids as specified in Article 4 of the Tender Rules.

ARTICLE 6 – BUYING ENTITY

6.1 Details

Council of Europe

Represented by its Secretary General
Avenue de l'Europe
67075 STRASBOURG Cedex

6.2 Name, Surname and Function of the person entitled to sign the framework contract on behalf of the Secretary General

Vladimir Ristovski,
Head of the Council of Europe Office in Ukraine

PART V – ACT OF ENGAGEMENT

ARTICLE 7 – DECLARATIONS OF THE BIDDER

7.1 Accuracy and reliability of information submitted

I, the undersigned, agree that the information provided in my bid may be audited by the Council of Europe or verified by other means.

I, the undersigned, undertake to update Council of Europe with significant information changes within a reasonable time. Signification information changes include, but are not limited to: change of legal status, ownership, name and address, loss of license of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated.

I, the undersigned, agree that failure to provide accurate and reliable information required by this act of engagement may result to exclusion of my bid from the tendering procedure and/or terminating all contracts signed as a result of the tendering procedure.

7.2 Exclusion criteria

I, the undersigned, declare that I:

- have not been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- am not 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 subject to a procedure of the same kind;
- have not received a judgment with res judicata force, finding an offence that affects my professional integrity or serious professional misconduct;
- do comply with my obligations as regards payment of social security contributions, taxes and dues, according to its applicable statutory provisions.

ARTICLE 8 – DOCUMENTS TO BE SUBMITTED

The Signatory is informed that his/her bid will only be assessed if it contains the following documents:

- **Two** completed and signed copies of the Act of Engagement;
- A motivation letter;
- A detailed CV, in English (EU format);
- 3 (three) relevant references, from previous employers or clients (Name, Surname, phone number or e-mail);
- A list of drafted legal opinions, contributions to expert meetings and training activities, coaching visits in the last 5 years.
- At least **2 (two) relevant research, writing, report or presentation** prepared by the bidder, in English (for lots 1 and 3) or in Ukrainian (for Lots 2 and 4), related to data protection/access to public information or a related subject matter;
- A **table of fees**, for each lot, duly completed (See Appendix to the Act of Engagement).

PART V – ACT OF ENGAGEMENT

ARTICLE 9 – SIGNATURE OF THE SERVICE PROVIDER

The Signatory is informed that by signing the Act of Engagement and therefore by participating to this tender he/she accepts without conditions all the terms of the framework contract as defined in Article 1.4 of the application Special Conditions, which provisions are not negotiable.

The lack of compliance with one of the provisions of the framework contract will be considered, throughout the duration of the contract, as a breach. In such cases, the Council of Europe reserves the right to terminate the contract with the service provider concerned. Contracts signed with other service providers will remain in force.

Name and function of the Signatory:	
Place of signature:	
Date of signature:	
Signature :	

ARTICLE 10 – SIGNATURE OF THE COUNCIL OF EUROPE

DO NOT FILL IN THIS PART, WHICH IS RESERVED FOR THE COUNCIL OF EUROPE	
This bid is accepted by the Council of Europe by decision of the Tenders Board dated:	
This acceptance exclusively concerns the following lot(s):	<div style="margin-bottom: 10px;"> <input type="checkbox"/> LOT 1: SPECIALIST ON INTERNATIONAL STANDARDS ON DATA PROTECTION AND BEST PRACTICES. RANKING: ... / ... </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> LOT 2: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON DATA PROTECTION. RANKING: ... / ... </div> <div style="margin-bottom: 10px;"> <input type="checkbox"/> LOT 3: SPECIALIST ON INTERNATIONAL STANDARDS ON ACCESS TO PUBLIC INFORMATION AND BEST PRACTICES. RANKING: ... / ... </div> <div> <input type="checkbox"/> LOT 4: SPECIALIST ON UKRAINIAN LEGISLATION AND PRACTICES ON ACCESS TO PUBLIC INFORMATION. RANKING: ... / ... </div>
For the Secretary General of the Council of Europe:	
Place of signature:	
Date of signature:	
Name of the person entitled to sign on behalf of the Secretary General:	
Signature:	

APPENDIX – TABLE OF FEES

(Please indicate your fee for each deliverable. Incomplete tables will not be considered)

<p style="text-align: center;">DELIVERABLES</p> <p style="text-align: center;">For more details on the expected services, please refer to pages 4 to 6 of the <u>Technical Specifications</u>.</p>	<p style="text-align: center;">FEES</p> <p style="text-align: center;">(in Euros without taxes)</p> <p style="text-align: center;">Indicate in this column your proposed fee per item, as specified below, without exceeding the exclusion level indicated in the next column.</p>	<p style="text-align: center;">EXCLUSION LEVEL</p> <p style="text-align: center;">Bids proposing <u>at least one</u> fee above the exclusion level indicated below will be <u>entirely and automatically</u> excluded from the tender procedure.</p>
<p> </p>	<p> </p>	<p> </p>



<p align="center">Drafting of legal opinions</p> <p>Indicate a lump sum per page (tax exclusive)</p>	<p align="center"><i>Lump sum per page</i></p>	<p align="center">125 EUROS</p>
<p align="center">Contribution to expert meetings</p> <p>Indicate a lump sum per meeting day (tax exclusive).</p> <p>Travel and subsistence expenses of the Consultant, as well as logistical aspects related to the meetings (premises, accommodation, catering, and transport), shall not be included into the proposed fee, as they will be covered by the Council of Europe.</p>	<p align="center"><i>Lump sum per meeting day</i></p>	<p align="center">1000 EUROS</p>
<p align="center">Contribution to training activities</p> <p>Indicate a lump sum per meeting day (tax exclusive).</p> <p>Travel and subsistence expenses of the Consultant, as well as logistical aspects related to the meetings (premises, accommodation, catering, and transport), shall not be included into the proposed fee, as they will be covered by the Council of Europe.</p>	<p align="center"><i>Lump sum per meeting day</i></p>	<p align="center">600 EUROS</p>
<p align="center">Assessment and coaching visits</p> <p>Indicate a lump sum per visit day (tax exclusive).</p> <p>Travel and subsistence expenses of the Consultant, as well as logistical aspects related to the meetings (premises, accommodation, catering, and transport), shall not be included into the proposed fee, as they will be covered by the Council of Europe.</p>	<p align="center"><i>Lump sum per visit day</i></p>	<p align="center">700 EUROS</p>

FINAL CHECK LIST

1) BEFORE SENDING YOUR BID, CHECK THAT IT INCLUDES:

- Two completed and signed copies of the Act of Engagement;
- A motivation letter;
- A detailed CV, in English (EU format);
- 3 (three) relevant references, from previous employers or clients (Name, Surname, phone number or e-mail);
- A list of drafted legal opinions, contributions to expert meetings and training activities, coaching visits in the last 5 years.
- At least 2 (two) relevant research, writing, report or presentation prepared by the bidder, in English (for lot 1, 3) or in Ukrainian (for Lot 2, 4), related to the data protection/access to public information or a related subject matter;
- A table of fees, for each lot, duly completed (See Appendix to the Act of Engagement).

2) BIDS MUST BE SENT TO THE COUNCIL OF EUROPE IN THE FORM OF:

- One electronic/scanned copy of all documents to be sent only to the following address:
DGI-UPSIS@coe.int

Bids submitted to another e-mail account will be excluded from the procedure.

The deadline for the submission of bids is **17 April 2015** (midnight, UTC+2) as evidenced by the email date and time.