



CALL FOR PROPOSALS

Grant award procedure

Human rights, integration and empowerment of IDPs in Ukraine: Affecting change at the regional and local level

VC3401/BH8419/2016

Project	Council of Europe Project “Strengthening the Human Rights Protection of Internally Displaced Persons”
Awarding entity	COUNCIL OF EUROPE Directorate General on Human Rights and Rule of Law Human Rights Policy and Co-operation Department Co-operation with International Institutions and Civil Society Division
Funding	Council of Europe Action Plan for Ukraine
Duration	Projects shall be implemented by 27 August 2017. Reporting requirements shall be completed by 15 September 2017.
Estimated starting date	27 February 2017
Issuance date	21 December 2016
Deadline for applications	22 January 2017

This call for proposals will be published in English and Ukrainian. In case of discrepancy, the English version shall prevail.

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HOW TO APPLY?

- Complete and sign the **Application Form** (See **Appendix I**)
- Attach a provisional budget (using the template reproduced in **Appendix II**)
- Attach the other supporting documents:
 - Certificate(s) of registration as a non-profit organisation;
 - Statute and status (local, national, international) of the organisation, or equivalent;
 - Bank statement confirming the existence of the bank account in the name of the applicant (organisation);
 - Any evidence of the organisation’s record and experience in the sphere of IDPs;
 - CVs of the key staff involved in the implementation of a proposed project;
- Send these documents in electronic form (Word .and/or PDF) to the following e-mail address: Internally.Displaced.Persons@coe.int.
Emails should contain the following reference in subject: “**Application_Grant Award_IDPs_Ukraine**”.
- Applications must be received **before 22nd January 2017 (midnight CET)**

I. INTRODUCTION

This call for proposals is launched within the framework of the Council of Europe Project “Strengthening the Human Rights Protection of Internally Displaced Persons in Ukraine”.

The purpose of this call is to fund projects that enhance the successful integration and empowerment of internally displaced persons at the regional and local level in Ukraine, strengthen constructive approaches and know-how to this effect, and raise awareness of how to address different aspects of internal displacement within host societies. The ultimate aim is to promote durable solutions for IDPs and affected communities in line with Council of Europe and other international standards. The project proposals should cover and be implemented in the following four concerned regions of Ukraine: Luhansk, Donetsk, Dnipropetrovsk and Kyiv regions.

Project proposals shall aim to produce an added value to other existing efforts in this domain.

II. BACKGROUND INFORMATION ON THE COUNCIL OF EUROPE PROJECT

The Council of Europe Project “Strengthening the Human rights Protection of Internally Displaced Persons” has four overall objectives:

Objective 1:

To contribute to the advancement of the legislative and regulatory framework for the human rights protection of IDPs in Ukraine, in line with European and international standards.

Objective 2:

To enhance the capacity of relevant authorities, civil servants, lawyers, judges, public health managers, NGOs and other stakeholders to effectively protect the rights of IDPs, including through better coordination and improved access to remedies for IDPs; to enhance capacity to respond to violations disproportionately affecting women and to provide psychological, medical and social support to IDPs, including the elderly and other vulnerable groups.

Objective 3:

To raise awareness among IDPs, host communities, public officials and the general public on the situation of IDPs, their experiences and access to rights, with an added focus on violations disproportionately affecting displaced women as well as on psychological, medical and social issues affecting IDPs, including the elderly and other vulnerable groups.

Objective 4:

To promote the development of an integration policy for IDPs and support community-based IDP empowerment and integration initiatives, with a view to providing durable solutions.

To achieve these objectives the Council of Europe Project “Strengthening the Human rights Protection of Internally Displaced Persons” organizes a wide range of events and activities (see the CoE Project web-page <http://www.coe.int/uk/web/kyiv/idps>).

Project partners include the Ministry of Temporarily Occupied Territories and Internally Displaced Persons of Ukraine, the Ministry of Social Policy of Ukraine, the Ministry of Justice of Ukraine, Office of the Ukrainian Parliament Commissioner for Human Rights, Verkhovna Rada Committee on Human Rights, National Minorities and Interethnic Relations, Coordination Centre for Free Legal Aid Provision, Regional State Administrations in the Donetsk, Luhansk, Dnipropetrovsk and Kyiv regions, and civil society organisations.

III. BUDGET AVAILABLE

The indicative budget under this call for proposals is 150 000 EUR (one hundred fifty thousand Euros). The Council of Europe intends to award 10 to 16 grant(s) of a maximum amount of 15 000 EUR (fifteen thousand Euros) each.

Subject to availability of funds and potential extension of the Project's initial duration, the Council of Europe reserves the right not to award all available funds, and/or to redistribute the available funds in a different manner depending on the project proposals received and on the outcome of the call for proposals.

IV. REQUIREMENTS

1. General objective

The grants will fund projects designed to support integration efforts, activities and policies, and raise awareness among host societies and IDPs in Ukraine with a view to providing durable solutions in line with Council of Europe standards on IDPs rights. The Council of Europe Standards include, *inter alia*, the European Convention on Human Rights and the relevant case law of the European Court of Human Rights, the European Social Charter and findings of the European Committee on Social Rights, Recommendations of the Committee of Ministers, Recommendations and Resolutions of the Council of Europe Parliamentary Assembly, and other instruments applicable to the protection of human rights. The Ukrainian translation of some of the key CoE documents in this regard is available at <http://www.coe.int/uk/web/kyiv/idps>.

The proposed projects could, *inter alia*, be developed with a focus on the following expected results:

- Contact and relations between IDPs and the host communities are improved, *inter alia* through joint activities, structured exchange, constructive dialogue and plans of action.;
- Discrimination and marginalisation of IDPs (especially the most vulnerable groups) is addressed by effective means;
- Efficient strategies and activities on community-based IDP empowerment are elaborated and implemented;
- Input is made into the implementation of the Regional Programmes of integration, social adaptation and protection of IDPs; while the Action Plan to the Regional Programmes for the next period are developed in close cooperation with the relevant stakeholders;
- Integration initiatives for IDPs and the larger community aiming at fostering social cohesion are carried out;
- Effective trainings on durable solutions focusing on such critical issues as employment, housing, social services, business development and other significant areas of empowerment and inclusion are proposed for and by IDPs with the participation of larger community;
- Awareness raising on free legal aid for IDPs, practical questions and answers on IDP rights are promoted.

The above is not an exhaustive listing but gives an indication of the nature of expected from the projects proposed.

2. Means of action

Projects may include but are not limited to the organisation of cultural activities, sports activities or other inclusive events, trainings, workshops, forums, tutorials, dialogue, awareness raising campaigns, information materials, video segments and printed materials.

3. Implementation period

The implementation period of the projects should start on **27th February 2017** (see indicative timetable under VIII. below) and shall not extend beyond **27th August 2017**.

Reporting requirements shall be completed on **15th September 2017 at the latest**.

Projects completed prior to the date of submission of the applications will be automatically excluded. As regard projects started prior to the date of submission of the applications, or prior to the date of signature of the grant agreement, only those

costs incurred after the date of submission of the grant application could be eligible (provided the agreement concerned so provides).

4. Target stakeholders

Projects should target IDPs and host communities in particular, but could well address also local and/or regional authorities, civil society organisations and the public at large in order to achieve specific results. The project may also propose to target other relevant stakeholders, bearing in mind the general objectives and expected outcomes.

5. Budgetary requirements

Project proposals shall be accompanied by a draft budget (See **Template Budget, in Appendix II**) amounting to a maximum of 15 000 EUR (fifteen thousand Euros). The estimated budget must be consistent, accurate, clear, complete and cost-effective, in the light of the activities proposed.

Each Grantee shall also be required to contribute to the project either by way of its own resources or by contribution from third parties. Co-financing may take the form of financial or human resources, in-kind contributions or income generated by the action or project.

6. Further to the general objective, preference will be given to:

- Projects/actions proposed by NGOs already having experience of working with IDPs;
- Projects/actions guaranteeing results oriented approach and ensuring sustainability;
- Projects/actions involving cooperation with a wide range of stakeholders (other actors, local authorities, state institutions, etc.);
- Projects/actions targeting different vulnerable individuals and groups of IDPs. This may address the situation of persons at risk of trafficking in human beings, sexual exploitation, and/or sexual and gender-based violence, but also other IDPs in a particularly vulnerable situation.

7. The following types of action will not be considered:

- Projects/actions providing financial support to third parties (re-granting schemes);
- Projects/actions concerning only or mainly individual scholarships for studies or training courses;
- Projects/actions supporting political parties.

8. Funding conditions:

The funds for each grant should in principle be distributed as follows:

- 80 % will be paid when the Grant Agreement between the two parties is signed;
- the balance will be paid based on actual expenditures incurred, and after the presentation and acceptance by the Council of Europe of the final narrative and financial reports for the Grant implementation.

9. Reporting requirements:

- **narrative reporting** requires a full narrative report on the use made of the grant and a copy of the register of the persons present during each of the activities, including names and signatures of participants;

- **financial reporting** requires in particular a statement in the currency in which the Grant Agreement will be concluded (Euros or local currency), in English, stating the payments made for the implementation of the activities, certified by the responsible financial officer of the Grantee, accompanied by “appropriate original supporting documents” (see below). The Council of Europe reserves the right to ask for summary translations of invoices into English. If for legal reasons the original documents must be retained by the Grantee, certified copies must be submitted with the financial statement.

“Appropriate original supporting documents” refers to signed contracts, invoices and acceptances of work (for all transactions), payment authorisation for all transactions should also be provided in case the Grantee uses such practice, and reliable evidence of payment (authorised payment order and bank statement).

As regards round tables / conferences, presenting “appropriate original supporting documents” requires presentation of a programme indicating the title, dates, venue, and agenda of the event; the names of persons facilitating the event, a signed list of participants, the contracts with the owner of venue of the event (e.g. hotel) for the rent of premises, food and beverages of participants, invoices from the owner of the venue of the event for the above services, and a report on the results of the event (see narrative reporting above).

As regards consultancy services, presenting “appropriate original supporting documents” requires presentation of evidence of the outputs produced, contracts with experts and consultants containing a specific description of services to be carried out, invoices produced after the works have been performed and delivered (the specialities of the consultants shall correspond to the nature of activities for which they are contracted).

As regards travel fees / lodging of experts and participants, presenting “appropriate original supporting documents” requires presentation, where relevant, of contracts with a travel agency for travel fees and lodging, invoices of the travel agency indicating destinations, dates, ticket costs, and names of the travelling persons, a programme of the event indicating the names of the experts and signed lists of participants.

The above description is not comprehensive. Any doubt regarding the interpretation of the notion of “appropriate original supporting documents” should lead the Grantee to consult the Council of Europe.

V. HOW TO APPLY?

1. Documents to be submitted:

Each application shall contain:

- the completed and signed **Application Form** (See **Appendix I**);
- a provisional budget (using the template reproduced in **Appendix II**);
- the other supporting documents:
 - certificate(s) of registration as a non-profit organisation;
 - Statute and status (local, national, international) of the organisation, or equivalent ;
 - bank statement confirming the existence of the bank account in the name of the applicant;
 - any evidence of the organisation’s record and experience in the sphere of IDPs;
 - CVs of the key staff involved in the implementation of a proposed project;

Applications that are incomplete will not be considered.

2. Questions

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

Other questions regarding this specific call for proposals must be sent at the latest one week before the deadline for the submission of proposals, in English or Ukrainian, and shall be exclusively sent to the following address: Internally.Displaced.Persons@coe.int, with the following reference in subject: <Questions_Grant Award_IDPs_Ukraine>.

3. Deadline for submission

The application form **completed and signed** in English or Ukrainian, together with the supporting documents, must be submitted in electronic form (Word and/or PDF) to the following e-mail address: Internally.Displaced.Persons@coe.int. Emails should contain the following reference in subject: "Application_Grant Award_IDPs_Ukraine".

Applications must be received **before 22nd January 2017 (midnight CET)**. Applications received after the above mentioned date will not be considered.

4. Change, alteration and modification of the application file

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

VI. EVALUATION AND SELECTION PROCEDURE

The projects presented will be assessed by an Evaluation Committee composed of two staff members of the Council of Europe office in Kyiv and one long term consultant of the Project.

The procedure shall be based on the underlying principles of grant award procedures, which are transparency, non-retroactivity, non-cumulative awards, not-for-profit, co-financing and non-discrimination, in accordance with [Rule 1374 of 16 December 2015 on the grant award procedures of the Council of Europe](#).

The applicants, and their projects, shall fulfil all of the following criteria:

1. Exclusion criteria:

Applicants shall be excluded from the grant award procedure where they:

- a. have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- b. 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;
- c. have received a judgement with res judicata force, finding an offence that affects their professional integrity or constitutes a serious professional misconduct;
- d. do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of the country where they are established.

By signing the Application Form, applicants shall declare on their honour that they are not in any of the above-mentioned situations (See **Appendix I, Items 12-13**).

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

- for the items set out in paragraphs a), b) and c), an extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country where the applicant is established, indicating that these requirements are met;

- for the items set out in paragraph d), a certificate issued by the competent authority of the country of establishment.

2. Eligibility criteria:

In order to be eligible for a grant, an applicant must:

- be legally constituted as a non-governmental organisation with a non-profit status in Ukraine’
- be entitled to carry out in Ukraine activities described in its project proposal;
- have had experience of work in the field of internal displacement and/or local integration;
- have sufficient financial capacity (stable and sufficient sources of funding) to maintain its activity throughout the period for which the grant is awarded and to participate by way of its own resources (including human resources or in-kind contributions);
- have sufficient operational and professional capacity, including staff, to carry out activities described in its project proposal;
- have a bank account.

Multiple applications are not allowed and shall lead to the exclusion of all applications concerned.

3. Award criteria

Applications will be assessed against the following criteria:

- the relevance and added value of the project with regard to the objective of the call (30%)
- the extent to which the action meets the requirements of the call (30%);
- the quality, accuracy, clarity, completeness and cost-effectiveness of the application and the estimated budget (20%);
- the relevance of the experience of the applying organisation(s) and staff (20%).

VII. NOTIFICATION OF THE DECISION AND SIGNATURE OF GRANT AGREEMENTS

On completion of the selection process, all applicants will be notified in writing of the final decision concerning their respective applications as well as on the next steps to be undertaken.

The selected Grantees will be invited to sign a Grant Agreement (See Appendix III, for information only), formalising their legal commitments. **Potential applicants are strongly advised to read the draft contract, in particular its requirements in terms of payment and reporting.**

VIII. INDICATIVE TIMETABLE

Phases	Indicative timing
Publication of the call	December 2016
Deadline for submitting applications	22 nd January 2017
Information to applicants on the results of the award procedure	20 th February 2017
Signature of the grant agreements	20 th – 26 th February 2017
Implementation period	27 th February – 27 th August 2017

APPENDIX I - APPLICATION FORM

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

GRANT AWARD PROCEDURE

APPLICATION FORM

(APPENDIX I)

Call for proposals for “Strengthening the Human Rights of Internally Displaced Persons in Ukraine” Project

VC3401/BH8419/2016

HOW TO COMPLETE THE APPLICATION FORM?

Complete each box with the information requested. The size of the box will adapt to the volume of text typed.

Once all fields are completed, print the Application Form, sign it, and send it in accordance with the requirements of the Call for Proposals.

1. Applicant

Official name ▶	
Legal form ▶	
Registration number (if any) ▶	
Country of registration ▶	
Full address ▶	
Internet site (if any) ▶	
Date on which the applicant was founded ▶	
Objectives of the applicant (as stipulated in its Statutes) ▶	
Name(s) of the person(s) entitled to enter into legally binding commitments on behalf of the applicant (indicate names and positions) ▶	
Members of the governing board (or equivalent body, if applicable). Indicate names, positions and professions ▶	

2. Contact details

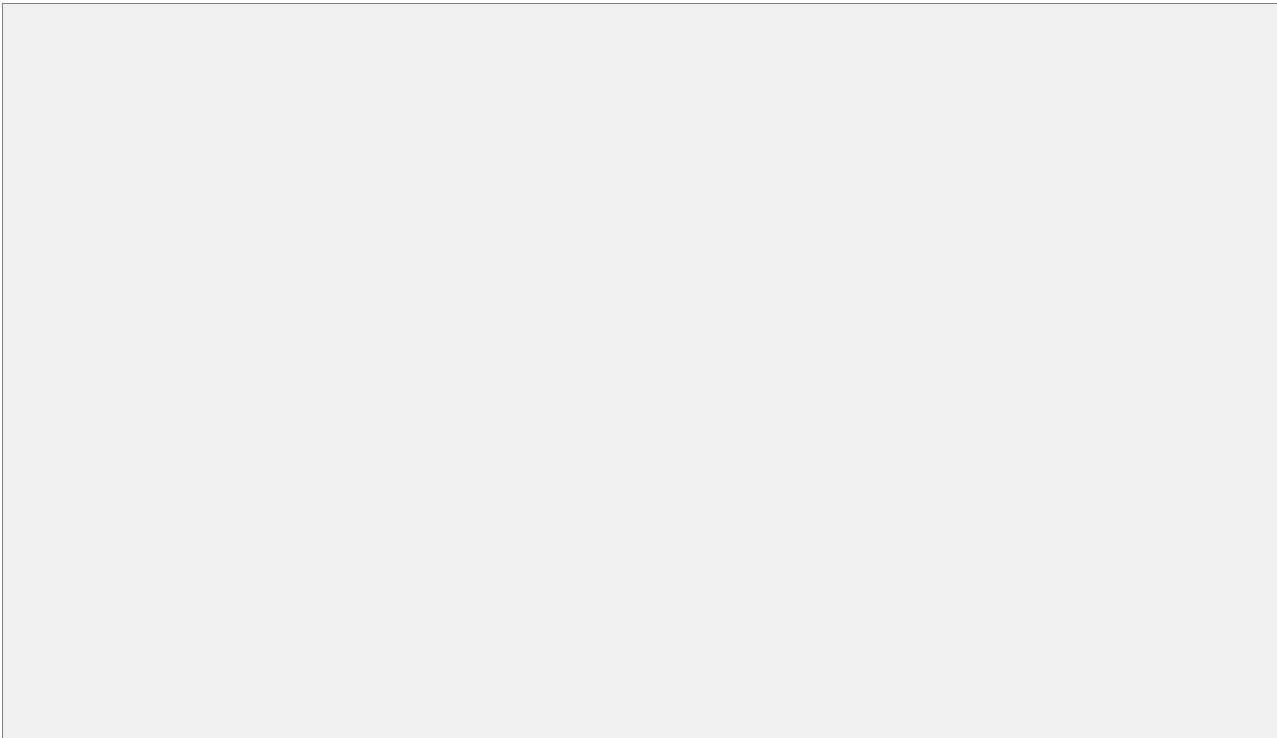
Contact person ▶	
Position of the contact person ▶	
Email address ▶	
Phone number ▶	

3. Bank details

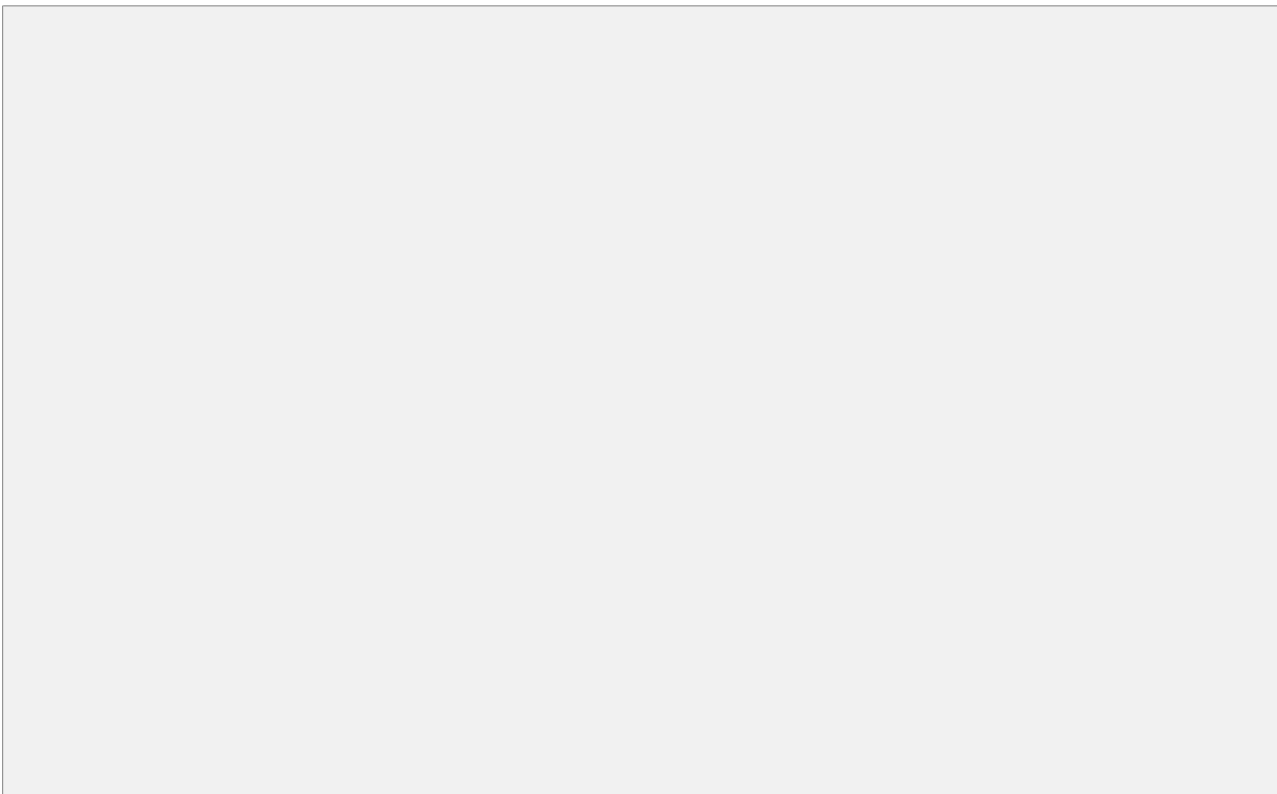
Name of the Bank ▶	
Address of the Bank ▶	
Account holder name ▶	
Full account number (including bank codes) ▶	
IBAN (or BIC Code) ▶	

4. Recent activities

Describe below the main projects completed or being carried out in the field concerned during the last 2 (two) years ▼



Indicate below grants obtained from States or international institutions during the last 2 (two) years (if any) ▼



5. Description of the Project

Indicate below the background information of the project, impact (overall objective) and outcomes (specific objectives) of the Project ▼

6. Proposed activities

For each activity, indicate the title, duration, specific objectives, detailed description, implementation means, evaluation means (if any) and target group(s) ▼

7. Expected results and sustainability of the project

Indicate below the estimated results and sustainability of results after the completion of the project ▼

8. Applicant's professional capacity

Indicate below the number of permanent and temporary staff ▼

9. Applicant's operational capacity

Indicate below how the applicant intends to implement the proposed activities (where applicable, indicate the involvement of third parties including providers) ▼

10. Applicant's financial capacity

Indicate below any information reflecting the applicant's financial capacity, such as turnover or equivalent (annual budget) for the last 2 (two) years, net earnings (if any), total balance sheet or budget, or medium and long-term debt (if any) ▼

11. Co-funding

Indicate below how the applicant intends to contribute to the project (either by way of its own resources or by contribution from third parties). Co-financing may take the form of financial or human resources, in-kind contributions or income generated by the action or project ▼

12. Declaration

By signing this form I, the undersigned, authorized to represent the applicant, hereby certify that the information contained in this application is correct and that the applicant organisation has not received or applied for any other Council of Europe funding to carry out the action which is the subject of this grant application.

I also certify on my honour that the applicant organisation is not in one of the situations which would exclude it from taking part in a Council of Europe grant award procedure, and accordingly declare that the applicant:

- a. has not been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- b. is 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 is not subject to a procedure of the same kind;
- c. has not received a judgment with res judicata force, finding an offence that affects its professional integrity or constitutes a serious professional misconduct;
- d. does comply with its obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of the country where it is established;
- e. is not and neither likely to be in a situation of conflict of interests.

13. Signature

Complete the table below and sign in the last box

First Name and Name of the Signatory ►	
Title or position of the Signatory in the applicant organisation ►	
Place and date of signature ►	Done in: On :
Signature and official stamp of the applicant organisation ►	

APPENDIX II – PROVISIONAL BUDGET (TEMPLATE)

Action:	<specify>				
Place:	<specify>				
Implementation period:	<specify>				
CoE Administrator responsible:	<specify>				
Currency:	<specify>				
Grant by the Council of Europe:	<specify the total amount of the CoE Grant >				
Contribution by the Grantee:	<specify>				
Expenditure	Unit	# of units	Average unit rate	# of participants	Estimated budget
1. Human Resources					
1.1. Staff					
1.1.1 specify	Per xx		0,00		0,00
1.1.2 specify	Per xx		0,00		0,00
1.1.3 specify	Per xx		0,00		0,00
1.2. Experts/Consultants					
1.2.1 specify	Per xx		0,00		0,00
1.2.2 specify	Per xx		0,00		0,00
1.2.3 specify	Per xx		0,00		0,00
1.3. Per diems (lunch, dinner, accommodation, transfer)					
1.2.1 International	Per diem		0,00		0,00
1.2.2 Local	Per diem		0,00		0,00
Subtotal 1 Human Resources					0,00
2. Travel					
2.1 International travel	Per return flight		0,00		0,00
2.2 Local transportation	Per trip		0,00		0,00
Subtotal 2 Travel					0,00
3. Equipment and supplies					
3.1 specify	Per xx		0,00		0,00
3.2 specify	Per xx		0,00		0,00
Subtotal 3 Equipment and supplies					0,00
4. Office items					
4.1 Office rent and related charges	Per month		0,00		0,00
4.2 Office supplies	Per month		0,00		0,00
4.3 Office furniture and equipment	Per item		0,00		0,00
4.4 Other services	Per month		0,00		0,00
Subtotal 4 Office items					0,00
5. Other expenditure and services					
5.1 Publications	Per item		0,00		0,00
5.2 Studies, research	Per item		0,00		0,00
5.3 Translation	Per 250 words		0,00		0,00
5.4 Interpretation	Per person/day		0,00		0,00
5.5. Conferences/seminars²					
5.5.1 Rent of hall	Per event		0,00		0,00
5.5.2 Rent of interpretation equipment	Per event		0,00		0,00
5.5.3 Coffee breaks	Per event		0,00		0,00
5.5.4 Local transportation	Per event		0,00		0,00
5.5.5 Per diems for participants (lunch, dinner, accommodation, transfer)	Per event		0,00		0,00
5.5.6 Visibility actions	Per item		0,00		0,00
Subtotal 5 Other expenditure and services					0,00
6. Other					
6.1 specify	Per xx		0,00		0,00
6.2 specify	Per xx		0,00		0,00
Subtotal 6 Other					0,00
Total Grant expenditure (1-6)					0,00

Notes:

¹Indicate whether the grantee commits to contribute by means of an in-kind contribution, or by means of a financial contribution. In the first case, the in-kind contribution shall be described, while in the second case, the amount and the currency of the financial contribution shall be indicated in the box.

²Insert different lines to take into account differences of unit rates or number of participants in each event (lunch, journeys, etc).

"Average unit rate" can be used but not "Average number of participants". ²See Articles 1.1 and 3.2.

I certify that this is the budget proposed		I accept the proposed budget	
Name of the representative of the Grantee (followed by capacity, e.g. Director)	<i>(Name and capacity)</i>	Name of the representative of the Council of Europe	<i>(Name)</i>
Signature		Signature	
Date:		Date:	

APPENDIX III – TEMPLATE GRANT AGREEMENT (FOR INFORMATION ONLY)



Ref No:	<N°>
FIMS PO No:	<N°>
CEAD N°:	<N°>

**GRANT AGREEMENT
BETWEEN THE COUNCIL OF EUROPE AND
<THE GRANTEE>**

The Council of Europe, which has its Headquarters at Avenue de l'Europe, F-67075 Strasbourg, France, represented by <Name of the Representative of the Secretary General>, acting on behalf of the Secretary General (hereinafter referred to as "the Council of Europe");
on the one hand, and

<Name and address of the Grantee>, represented by <Name of the representative and his/per function within the administration of the Grantee> (hereinafter referred to as "the Grantee");
on the other hand,

have agreed as follows:

ARTICLE 1 - SUBJECT

1. The subject of this Agreement is the funding, for a maximum of <sum in figures and currency> (<sum written in letters and currency>), by the Council of Europe as payment for the expenses to be met for implementation of <title of the Action> (hereinafter referred to as "the Action") as described in APPENDIX I to the present Agreement.
2. The Grantee will be awarded the funding on the terms and conditions set out in this Agreement and its Appendices, which form an integral part of the present Agreement.
3. This Agreement shall enter into force on the date when the second of the two Parties signs it. The implementation period of the Action shall begin on <date> and shall end on <date>.
4. The Grantee shall contribute to the Action either by way of its own resources or by contribution from third parties. Co-financing may take the form of financial or human resources, in-kind contributions or income generated by the Action. The form of this contribution is to be detailed in APPENDIX II to the present Agreement.

ARTICLE 2 - OBLIGATIONS OF THE GRANTEE

1. The Grantee shall:
 1. undertake to implement the Action, as described in APPENDICES I and II, in accordance with the terms and conditions of the current Agreement;
 2. be responsible for complying with any legal obligations incumbent on it;
 3. inform the Council of Europe immediately of any change likely to affect or delay the implementation of the Action of which the Grantee is aware.

2. The Grantee undertakes:
 - a) To use this funding exclusively for the subject as stated in Article 1;
 - b) To make no profit through the Council of Europe funding;
 - c) to respond adequately and promptly to any reasonable request for information made by the Council of Europe concerning the implementation of the action or the verification of costs;
 - d) To transmit to the Council of Europe a final narrative report¹ on the use made of the grant by **<date>**;
 - e) To transmit to the Council of Europe by **<date>**:
 1. a final financial report (see APPENDIX III) on the payments made for the Action, certified by a responsible financial officer of the Grantee, accompanied by appropriate original supporting documents² (and a summary translation of those invoices not drawn up in English or French). If, under domestic law, the original documents must be retained by the Grantee, certified copies must be submitted with the final financial report;
 2. a copy of the credit advice slip or any other document, provided by the Grantee's bank, to certify receipt of the payment;
 3. where the Agreement was not concluded in Euros, a certified copy, provided by the Grantee's bank, indicating the exchange rate applied on the date(s) of conversion of the sum received into the local currency;
 4. where applicable, upon request by the Council of Europe, the procurement documents referred to in Article 11.
 - f) where the documents specified in Article 2.2 d) and e) are not received by the Council of Europe by the due date(s), to relinquish the right to the payment of the balance referred to in Article 3.1;
 - g) to keep the accounts of the Action, for a minimum period of ten years from the date of transmission of the narrative reports and final financial report under Article 2.2 d) and e), for any further verification of the proper use of the grant that the Council of Europe, its External Auditors or their appointed representative may effect;
 - h) when acting under this Agreement, to observe any applicable laws and to ensure that the Council of Europe is not held liable in respect of third party (including State authorities') claims in this connection.
 - i) To take appropriate measures to prevent irregularities, fraud, corruption or any other illegal activity in the management of the Action. All suspected and actual cases of irregularity, fraud and corruption related to this Agreement as well as measures related thereto taken by the Grantee must be reported to the Council of Europe without delay.
3. If the Grantee breaches any of its obligations under this Article, the grant award may be reduced or the Agreement terminated in accordance with Article 14 and Article 17 of this Agreement.

¹ All reports should, unless otherwise agreed between the parties, be submitted in one of the official languages of the Council of Europe (English or French)

² "Appropriate original supporting documents" refer to signed contracts, invoices and acceptances of work (for all transactions), payment authorisation for all transactions should also be provided in case the Grantee uses such practice, and reliable evidence of payment (authorized payment order and bank statement). As regards round tables / conferences, it implies a programme mentioning among others the title, the dates, the venue, the agenda of the event, the names of experts facilitating the event, a signed list of participants, contracts with the venue of the event (e.g. hotel) for the rent of hall, food and beverages of participants, invoices of the venue of the event for the above services, and a report on the results of the event. As regards consultancy services, it implies evidence of the outputs produced, contracts with experts and consultants containing a specific description of services to be carried out, invoices produced after the works have been performed and delivered (the specialities of the consultants shall correspond to the nature of activities for which they are contracted). As regards travel fees / lodging of experts and participants, it implies, where relevant, contracts with a travel agency for travel fees and lodging, invoices of the travel agency mentioning destinations, dates, ticket costs, and names of the travelling persons, a programme of the event mentioning the names of the experts and signed lists of participants. This list is not comprehensive. Any doubt regarding the interpretation of the notion of "appropriate original supporting documents" should lead the Grantee to consult the Council of Europe.

ARTICLE 3 - PAYMENT MODALITIES

1. The Council of Europe shall pay the amount mentioned in Article 1(1) in two instalments, as follows:
 - <percentage> % within 30 days of receipt of this Agreement duly signed;
 - the balance within 30 days of receipt and approval of the documents specified in Article 2.2 d) and e).

Payment of the balance will be based on actual expenditure (as indicated in the final financial report incurred), up to the amount provided for in the estimated budget, subject to the provisions of Article 14 of this Agreement.

2. Payments will be made in the currency in which the Agreement was concluded (See Article 1.1)
3. The above-mentioned amounts will be paid only by bank transfer to the following account opened **in the name of the Grantee**:

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

ARTICLE 4 –COMMUNICATIONS BETWEEN THE PARTIES

- The Contact point within the Council of Europe is:

<Person / Function / Department>
<Address>
<Telephone>
<Email>
<Fax>

The Contact point within the Grantee is:

<Person / Function / Department>
<Address>
<Telephone>
<Email>
<Fax>

- Any communication is deemed to have been made when it is received by the receiving party, unless the Agreement refers to the date when the communication was sent.
- 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 paragraph 1 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 paragraph 1 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.
- Mail sent to the Council of Europe using the postal services is considered to have been received by the Council of Europe on the date on which it is registered by the department identified in paragraph 1 above.
- 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 5 – LIABILITY FOR DAMAGES

The Council of Europe shall not be held liable for any damage caused or sustained by the Grantee, its employees, contractors or sub-contractors, including any damage caused to third parties as a consequence of or during the implementation of the Action.

ARTICLE 6 – CHANGES IN GRANTEE'S CIRCUMSTANCES

- The Grantee shall inform the Council of Europe without delay of any changes in the persons who may legally represent it, or in its name, address or legal domicile.
- By signing this Agreement, the Grantee declares on its honour certifying that it is not in any of the listed below situations and shall inform also inform the Council of Europe without delay in cases where:
 1. it is or becomes the subject of a request for the opening of insolvency proceedings, or himself makes such a request, or goes into liquidation, ceases trading, or is or comes in a situation of bankruptcy, liquidation, termination of activity, or arrangement with creditors, or any like situation arising from a procedure of the same kind, or of any similar proceedings under the laws of the country in which he is domiciled;
 2. it is sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
 3. it has received a final judgment, finding an offence that affects his professional integrity or serious professional misconduct;
 4. it does not comply with its obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of its country of legal domicile.
- In the event of failure to comply with the above provisions, costs incurred after the change of circumstances shall not be eligible.
- The Grantee shall also inform the Council of Europe without delay in cases where it is or becomes involved in a merger, takeover or change of ownership or partnership or there is a change in its legal status. In the event of failure to comply with this obligation, costs incurred after the change of circumstances may not be eligible.

ARTICLE 7 – CONFLICT OF INTERESTS

1. The Grantee undertakes to take all necessary precautions to avoid any risk of a conflict of interests and shall inform the Council of Europe without delay of any situation constituting or likely to lead to any such conflict.
2. A conflict of interests exists where the impartial and objective exercise of the functions of any person under this Agreement is compromised for reasons involving family or private life, political or national affinity, economic interest or any other interest shared with another party.

ARTICLE 8 - CONFIDENTIALITY

The Council of Europe and the Grantee undertake to preserve the confidentiality of any document, information or other material directly related to this Agreement and duly classified as confidential, for a minimum of ten years after the date of transmission of the final narrative report and final financial report under Article 2.2 d) and e) of this Agreement.

ARTICLE 9 – VISIBILITY

1. Unless the Council of Europe requests or agrees otherwise, the Grantee shall take all necessary measures to publicise the fact that the Action has received funding from the Council of Europe. Information given to the press and to the beneficiaries of the Action, all related publicity material, official notices, reports and publications, shall acknowledge that the Action was carried out "with funding from the Council of Europe" and shall display in an appropriate way the Council of Europe logo.
2. In cases where equipment or major items have been purchased using funds provided by the Council of Europe, the Grantee shall indicate this clearly on that equipment and those major items (including display of

the Council of Europe's logo), provided that such actions do not jeopardise the safety and security of the Grantee's staff.

3. The acknowledgement and Council of Europe logo shall be clearly visible in a manner that will not create any confusion regarding the identification of the Action as an activity of the Grantee and the ownership of the equipment and items by the Grantee.
4. All publications by the Grantee pertaining to the Action that have received funding from the Council of Europe, in whatever form and whatever medium, including the Internet, shall carry the following or a similar disclaimer: "This document has been produced with the financial assistance of the Council of Europe. The views expressed herein can in no way be taken to reflect the official opinion of the Council of Europe."
5. All layouts of any communication items prepared by the Grantee are subject to approval with the Contact point within the Council of Europe.
6. The Grantee accepts that the Council of Europe may publish in any form and medium, including on its websites, the name and address of the Grantee, the purpose and amount of the funding and, if relevant, the percentage of co-financing.

ARTICLE 10 – OWNERSHIP/USE OF RESULTS AND EQUIPMENT

1. Ownership, title and industrial and intellectual property rights in the results of the Action and the reports and other documents relating to it shall be vested in the Grantee, as the case may be together with third parties, unless otherwise decided by the Grantee.
2. Notwithstanding the provisions of Article 10(1) and subject to Article 8 above, the Grantee grants the Council of Europe the right to use free of charge, and as they see fit, all documents deriving from the Action, whatever their form, provided this is in accordance with the existing industrial and intellectual property rights.

ARTICLE 11 – PROCUREMENT

1. Unless otherwise agreed by the Parties (the Council of Europe and the Grantee) in writing, the procurement of any goods, works or services and the award of grants by the Grantee and its partners in the context of the Action shall be carried out in accordance with the applicable rules and procedures adopted by the Grantee.
2. This shall apply on the understanding that the Grantee's rules and procedures involve competitive tendering (with at least three competitive tenders) and conform to nationally or internationally accepted standards, in compliance with the principles of transparency, proportionality, sound financial management, equal treatment and non-discrimination, care being taken to avoid any conflict of interests. The Grantee must be in a position to submit the documents showing that it has complied with the obligations set forth in this article when requested to do so by the Council of Europe or its designated auditors.
3. *As a derogation to paragraph 2, above contracts may be negotiated directly with suppliers without competitive tendering, if the expenditure concerns a purchase for an amount of less than €2000 excluding tax, or less than €5000 excluding tax for intellectual services where the basic selection criterion is the service provider's technical expertise.*
4. Without prejudice to the specific procedures and exceptions applied by the Grantee, the award by the Grantee of contracts financed under this Agreement may not be cumulative or retrospective or have the purpose or effect of producing a profit for the Grantee.
5. The Grantee shall adopt reasonable measures, in accordance with its own procedures, to ensure that potential candidates or tenderers and financial aid beneficiaries shall be excluded from participation in a procurement procedure or a procedure for the award of financial aid if:
 1. their legal status is unclear (e.g. they are unable to provide information concerning their incorporation under the applicable national law or registration with the tax and other competent authorities); or
 2. they are bankrupt or subject to bankruptcy proceedings, are being wound up, are in judicial liquidation, have entered into an arrangement with creditors, have suspended business activities, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations; or

3. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of *res judicata*; or
4. they have been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the Council of Europe's financial interests; or
5. they are guilty of misrepresentation when supplying the information required as a condition of participation in the procedure or fail to supply this information; or
6. they are subject to a conflict of interests.
6. The grantee shall discharge the Council of Europe of all liability associated with any claim or action brought by a third party with whom the grantee enters into contracts for the purposes of implementation of the grant.

ARTICLE 12 - ELIGIBLE COSTS

1. To be considered eligible as direct costs under this Agreement, costs must:
 1. be necessary for the purpose of the grant;
 2. comply with the principles of sound financial management, in particular best value for money and cost-effectiveness;
 3. have actually been incurred by the grantee during the implementation period as defined in Article 1.3 of this Agreement;
 4. be identifiable and verifiable, in particular being recorded in the grantee's accounts and determined according to the accounting standards applicable to the grantee;
 5. comply with the requirements of applicable tax and social security legislation;
 6. be backed up by originals or certified copies of supporting documents (as the case may be in electronic form); and
 7. have been indicated in the estimated overall budget of the Action (see APPENDIX II).
2. Indirect costs may be considered eligible only where they are incurred by the grantee in connection with the Action which is the subject of the grant award; appear in the estimated budget; and are approved upon presentation of the final financial report. These costs shall not exceed the amount laid down, as the case may be, in APPENDIX II, and in no case may they exceed 7% of the total eligible costs.
3. It should be noted that, except when this is materially impossible (e.g. to pay taxi fares), all payments to third parties must be made by transfers to their bank account.
4. The following expenses shall not in any manner be considered as eligible costs (the list is not comprehensive):
 1. Debts and debts service charges;
 2. Provisions for losses or potential future liabilities;
 3. Loans to third parties;
 4. Interest owed by the Grantee to any third party;
 5. Items already financed through other sources
 6. Customs and import duties;
 7. Purchase, rent or leasing of facilities, or refurbishment of facilities unless directly related to the Action;
 8. Fines, Financial penalties and expenses of litigation;
 9. Bank charges, costs of guarantees and similar charges;

10. Conversion costs, charges and exchange losses associated with any of the component specific euro accounts, as well as other purely financial expenses;
11. Costs incurred outside the implementation period as defined in Article 1.3 of this Agreement;
12. Costs incurred during suspension of the Agreement, excepted those considered by the Council of Europe as absolutely necessary to the preservation of the conditions of implementation of the Action;
13. Items already financed in another framework.

ARTICLE 13 - ACCOUNTS AND TECHNICAL AND FINANCIAL CHECKS

1. The Grantee shall keep accurate and systematic records and accounts in respect of the implementation of the Action. A separate management account shall be kept for the Action, and shall detail all receipts and payments.
2. The accounting regulations and rules of the Grantee shall apply, on the understanding that these regulations and rules conform to nationally or internationally accepted standards. In all other cases, the Grantee shall use a dedicated double-entry book-keeping system as part of, or as an adjunct to, the Grantee's own accounts. This dedicated system shall follow the procedures dictated by professional practice and provide precise details of interest accruing on funds paid by the Council of Europe.
3. The Grantee shall have in place a system of financial control involving segregation of duties, evidence of authorisation of transactions, use and retention of purchase orders, goods-received notes, quotes and contracts.
4. Financial transactions and financial statements shall be subject to the internal and external monitoring procedures laid down in the Financial Regulations, rules and guidelines of the Grantee. A copy of the audited financial statements shall be submitted to the Council of Europe by the Grantee.
5. The Grantee shall, for a minimum of ten years from the date of transmission of the narrative report and final financial report under Article 2 d) or e) of this Agreement:
 - keep financial accounting documents concerning the activities financed; and
 - make available to the Council of Europe, at its request, all relevant financial information, including statements of accounts concerning the Action, whether they are kept by the Grantee or by its implementing partners or contractors.
6. The Council of Europe and its External Auditors may undertake checks (including on the spot) related to the Action financed by this Agreement.

ARTICLE 14 – FINAL AMOUNT OF THE COUNCIL OF EUROPE FUNDING

1. The total amount to be paid by the Council of Europe to the Grantee may not exceed the maximum funding established under Article 1.1 of this Agreement even if the overall payments exceed the estimated total budget set out in APPENDIX II.
2. The Grantee accepts that the funding by the Council of Europe shall be limited to the amount required to balance receipts and payments of the Action, as reflected in the estimated total budget set out in APPENDIX II, and that it may not in any circumstances result in a surplus for the Grantee. The Council of Europe's undertaking to pay its funding shall apply only for expenditure qualifying as eligible costs.
3. In cases where the Action is suspended or not completed within the implementation period of this Agreement, the funds that remain unspent after all liabilities incurred in this period have been satisfied, including any interest earned, will be promptly reimbursed to the Council of Europe.
4. Where the Action is not carried out at all, or is not carried out properly, in full or on time, and without prejudice to its right to terminate this Agreement pursuant to Article 17, the Council of Europe may, after allowing the Grantee to submit its observations, reduce the funding *pro rata* to take account of the part of the Action that has not been carried out on the terms laid down in this Agreement. In the event that the final award shall be

less than the total of the initial payment and any further payments made at the time of the decision to reduce the amount, the Council of Europe shall be entitled to restitution of the difference within a reasonable time.

5. In the event that funds paid under this Agreement must be reimbursed to the Council of Europe due to reduction of the award or termination of the Agreement, any dispute shall be submitted to arbitration pursuant to Article 21 and any costs related to recovery will be borne by the Grantee.

ARTICLE 15 – SUSPENSION

The Council of Europe may suspend this Agreement if exceptional circumstances so require. The Council will notify the Grantee of its intention to suspend and invite the Grantee to submit its observations within 10 (ten) working days.

ARTICLE 16 – AMENDMENTS

1. Unless otherwise provided in this Agreement, the provisions of this Agreement may be amended only by written agreement between the Parties.
2. By derogation from Article 16.1, when an amendment to the provisional budget does not affect the basic purpose of the Action, and the financial impact is limited to a transfer within a single budget heading, including cancellation or introduction of an item, or a transfer between budget headings involving a variation of 25% or less of the amount originally entered (or as amended by a written rider) in relation to each concerned heading, the Grantee may unilaterally amend the provisional budget and shall inform the Council accordingly in writing, at the latest in the next reporting phase.

ARTICLE 17 – TERMINATION

1. The Council of Europe reserves the right to terminate this Agreement and the Grantee undertakes to repay promptly following termination the funding paid in the following cases:
 1. if the Grantee fails to use the funding for the purpose of the Action; or
 2. if the Grantee fails to explain in detail how the funding was used for the Action; or
 3. if the Grantee fails to submit the required documents by the due date; or
 4. if the Grantee fails to fulfil any of the terms of this Agreement;
 5. in cases covered by Article 6.2.
6. The Council of Europe will notify the Grantee of its intention to terminate and invite the Grantee to submit its observations within 10 (ten) working days of receipt of such notification.

ARTICLE 18 – CASE OF FORCE MAJEURE

1. In the event of force majeure, the parties shall be relieved of their obligations under this Agreement 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 funding.
2. 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.

ARTICLE 19 – DISCLOSURE OF THE TERMS OF THE AGREEMENT

1. The Grantee is informed and gives an authorisation of disclosure of all relevant terms of the Agreement, including identity and application, 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 Grantee authorises the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the

Agreement, the nature and purpose of the Agreement, name and locality of the Grantee and amount of the Agreement.

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

ARTICLE 20 – INTERPRETATION AND APPLICABLE LAW

1. The provisions of this agreement shall take precedence over its Appendices.
2. Nothing in the Agreement may be interpreted as a waiver of any privileges or immunities accorded to the Council of Europe by its statutory documents or by international law.
3. The Agreement is governed by the applicable Rules and Regulations of the Council of Europe.

ARTICLE 21 – DISPUTES

1. Any dispute regarding this Agreement shall - failing a friendly settlement between the Parties - be submitted to arbitration in accordance with Rule No. 481 of 27 February 1976 issued by the Secretary General as provided in Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe.
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.
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.
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.
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.
6. The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

* * *

Done in two copies,

For the Council of Europe		For the Grantee	
Place ►		Place ►	
Date ►		Date ►	