|  |  |
| --- | --- |
| Contract no.(reference to be recalled) ► |  |
| Project► | **PROJECT TO DEVELOP A NEW ONLINE SYSTEM FOR THE MANAGEMENT OF GRANTS OF THE EUROPEAN YOUTH FOUNDATION** |
| Directorate / Department ► | **DIRECTORATE GENERAL OF DEMOCRACY AND HUMAN DIGNITY****EUROPEAN YOUTH FOUNDATION** |

**ACT OF ENGAGEMENT**

**This Contract Agreement lays down the terms and conditions applicable between the Provider, as described below, and the Council of Europe[[1]](#footnote-1) .**

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

**Instructions – the Tenderers shall:**

1. Fill in the below sections ***Contact details of the Provider*** and ***Bank details***.

2. Complete the "Price" column of the fee table (see Section A) and, where applicable, complete the financial appendix.

3. Sign the Act of Engagement (see Section B) and submit it **only to the e-mail address specified on page 1 of the Tender Rules**, together with any other supporting documents.

|  |  |  |
| --- | --- | --- |
| **Contact details of the Provider** | **Legal name** ► |  |
| Address ► |  | Postcode ► |  |
| Country ► |  | Registration number (if any) ► |  |
| VAT number (if applicable) ► |  |
| Signatory / Representative ► | Mr/Mrs |
| Contact person ► | Mr/Mrs |
| E-mail (contact person) ► |  |
| Telephone number (Contact person) ► |  |
| **Bank details** | Bank name ► |  | Agency name ► |  |
| Full Bank address ► |  |
| Account holder ► | Mr/Mrs |
| IBAN (please attach a bank statement) ► |  |
| BIC/SWIFT ► |  |

**A. Contractual terms and conditions**

### Purpose of the act of engagement

### This contract refers to the development of a new online system for the management of the grants of the European Youth Foundation (EYF). This contract includes 2 main activities (or steps):

### STEP 1:Assistance to the Council of Europe for reviewing and finalising the business requirements.

### STEP 2:Development, implementation, testing and maintenance of the new online system for the management of the grants of the EYF (hereafter 'the solution’).

### The first step is based on a fixed cost for the services provided (i.e. a limited number of working days). For the second step, the provider will indicate the price list referring to each profile of professionals required for the development, implementation, testing, correction and maintenance of the solution.

### The following services are to be supplied by the Provider:

STEP 1: Assisting the Council of Europe with the analysis of the existing draft business requirements document, identification of missing information and consolidation of the document. To finalise the document, it will be necessary to organise a number of workshops, review and complete the current version of the document and edit the final document. It is expected that during the workshops, advice on optimal solutions is shared by the provider. This first step of the project should not exceed **25 working days**. The final business requirements document shall be approved by the EYF Secretariat and the Directorate of Information Technologies.

STEP 2: After agreement on the final business requirements document and having a clear vision of the scope of the application and the functionalities that it will have to be covered (conclusions of STEP 1), the provider will make proposals for development of the new online system of the EYF, in accordance with the development rules in force within the Organisation (see developer's toolkit appended to the dossier). A proposal, best suiting the EYF's needs, will be selected by the EYF Secretariat and the Directorate of Information Technologies. This proposal will be developed and implemented by the provider. The provider will also be responsible for the corrective and application (online system) maintenance after the expiration of the warranty period.

### Prices

The prices indicated in the table below are final throughout the duration of the contract (unless otherwise stipulated or supplemented in any specific contractual conditions).

Prices are indicated in **Euros**, without VAT.

Payment terms: 60 days net.

Offer from the Provider[[2]](#footnote-2):

|  |  |
| --- | --- |
| **Description****▼** | **Fixed Price** **Total without VAT****▼** |
| STEP 1. Assistance with the review and completion of the business requirements document (maximum estimated: 25 days).  |  |

### STEP 2 – Daily rates, per profile, that will be applied for the development, implementation, testing, correction and maintenance of the new EYF online system.

|  |  |  |
| --- | --- | --- |
| Profile▼ | **Short term**(<5 days) | **Medium term**(5 to 60 days) |
| On site(CoE) | distance | On site(CoE) | distance |
| Project manager ► |  |  |  |  |
| Analyst ► |  |  |  |  |
| Technical expert / Architect ► |  |  |  |  |
| Developer ► |  |  |  |  |
| Designer UX/UI ► |  |  |  |  |
| other (specify))▼ | ► |  |  |  |  |
|  |

#### Unless otherwise specified, variants are permitted. However, if a variant is submitted, an offer in line with the original demand must also be provided. All variants must be added to this Act of Engagement.

#### Distribution of services and payments in the case of a consortium (if applicable)

In the case of a consortium, the leader and members of the consortium must complete and sign the Council of Europe consortium declaration.

#### Penalties

The penalties are described in the Specific Contractual Conditions.

#### Warranties and bank guarantees

No warranty or bank guarantee is required.

#### Delivery and invoicing

|  |  |
| --- | --- |
| Delivery address | Invoice address |
| Council of EuropeAvenue de l'Europe67075 Strasbourg CedexFRANCE | **Council of Europe**Directorate General of AdministrationAvenue de l'Europe 67075 Strasbourg CedexFRANCE |

|  |
| --- |
| Contractual deadlines (e.g. sequenced or non-sequenced delivery, schedule, etc.): [delete if not applicable]. |
| xx | xx |
| xx | xx |

**Invoices** shall be issued to the attention of the Council of Europe, including the contract number (cf. head of this Act of Engagement), and shall be sent to the following e-mail address: dga.dfc.factures@coe.int (the subject of the e-mail shall also include the contract number).

The Provider shall issue its invoices in accordance with the VAT procedure described on the [supplier portal](https://www.coe.int/fr/web/portal/vat). In case of questions, please contact the Council of Europe.

####  Contractual documents

Having read the constituent documents of the contract set out below, **the signatory unconditionally accepts all the terms of the contract, the provisions of which are non-negotiable.**

|  |
| --- |
| List of contract documents, in order of prevalence: |
|[x]  **Completed and signed** Act of Engagement (AE) |
|[x]  Specific Contractual Conditions (SCC) |
|[x]  Business requirements |
|[x]  Supplementary General Conditions (SGC) |
|[x]  Council of Europe General Conditions (GC) |
|[ ]  Financial Appendix(es) (Price per unit, All-inclusive price, detailed quote from the provider, etc.) **completed and signed** |
|[x]  Any additional documents provided by the Provider when submitting its bid |
|[ ]  Other: xxx |

#### Contract management

|  |  |
| --- | --- |
| **Contract takes effect ▼** |  |
|[ ]  The contract takes effect on ... | Click or tap to enter a date. |
|[x]  The contract takes effect on the date on which it was signed by the Council. |
| **Duration of the contract ▼** | **Date ▼** |
|[ ]  The contract\* is valid until...  | Click or tap to enter a date. |
|[x]  The contract\* is concluded for a period of 3 years and renewable annually by tacit agreement for a maximum period of 5 years |
| **Probationary period - Preparatory period ▼** |
|[x]  Not applicable |
|[ ]  The contract includes a probationary period of xxx months / year(s) which is included in the initial period of the contract. |
|[ ]  The contract includes a preparatory period of xxx months preceding the initial period of the contract. |
| **Termination of the contract ▼** |
|[ ]  Not applicable |
|[x]  During the probationary period, the contract may be terminated by the Council by registered letter with acknowledgement of receipt, giving 6 months' notice. |
|[ ]  The contract may be terminated at **any time** by any party by registered letter with acknowledgement of receipt, giving xxx months' notice. |
|[ ]  The contract may be terminated by any party by registered letter with acknowledgement of receipt, giving xxx months' notice **before its anniversary date**. |

\* Where the services provided under the contract are subject to a schedule agreed between the parties, the contract will terminate on the estimated completion date. This date may be modified in the event of a change in the schedule, if agreed by the parties. In all other cases, an amendment must be drawn up.

**B. Declaration of Agreement and Signature**

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

* Declare having the authority to represent the Provider;
* Declare that the information provided to the Council under this procedure is complete, correct and truthful.
* Acknowledge, in signing this document, that I have been notified that if any of the statements made or information provided prove to be false, the Council reserves the right to exclude the tender concerned from the procedure or to terminate any existing contractual relations related to the latter;
* Express consent to any audit or verification that the Council may initiate by any means on the information provided under this procedure;
* Declare that neither I, nor the Provider I represent, are in any of the situations listed in the exclusion criteria as reproduced in the Tender Rules;
* Declare (if applicable) that I am the sole owner of the moral rights attached to the creations of the one-man company incorporated under my sole ownership. I am individually liable for all obligations arising from this contract and for which I, individually or through the sole proprietorship, will be responsible;
* Undertake to update the Council with significant information changes within a reasonable time. Significant information changes include, but are not limited to change of legal status, ownership, name and address, loss of licence of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated;
* Confirm that my offer is valid for 180 calendar days from the submission deadline;
* Accept, without any derogation, all contractual documents (See Section A.7) and the terms of the Legal Conditions as reproduced in the present document and understand that its signature **shall constitute signature of the contract** with the Council, subject to the selection of the tender by the Council and the signature of this Act by a representative of the Council.

|  |
| --- |
|  |
|  | **For the Provider ▼** |  | **For the Council of Europe ▼**On behalf of the Secretary General of the Council of Europe  |
| Signature | Signatory (Name, Surname)) ► | Mr/Mrs |  | Signatory (Name, Surname) ► |  |
|  | E-mail of signatory ► |  |  |  |  |
|  | Legal name ► |  |  |  |  |
|  | Place of signature► |  |  |  |  |
|  | Signature date► | Click or tap to enter a date. |  | Signature ► |  |
|  | Stamp + handwritten signature (or certified electronic signature) ► |  |  |  |  |
|  | The signatory undertakes... ► |[ ]  ... for its own account |  |  |  |  |
|  |  |[ ]  ... on behalf of the company he/she is duly authorised to represent |  |  |  |  |
|  |  |[ ]  ... in its capacity as leader of the consortium |  |  |  |  |

**C. Legal conditions**

**ATTENTION: the following provisions apply unless otherwise stipulated or supplemented in any additional supplementary general conditions and/or specific contractual conditions**

**Article 1 - General provisions**

* 1. The Provider accepts the [General Conditions of the Council of Europe](https://rm.coe.int/council-of-europe-general-conditions-en/168095503e).
	2. The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter, to provide the list of Deliverables as described in section A of this Act of Engagement and included in the offer submitted by the Provider.
	3. Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Council.
	4. For the purposes of this contract:
	a) “Contract” shall refer to the scope of contractual documents;
	b) “Council” shall mean the Council of Europe;
	c) “Deliverables” shall mean the services or goods as described in the contractual documents;
	d) “Parties” shall mean the Council and the Provider;
	e) “Provider” shall mean the legal or physical person selected by the Council for the provision of the Deliverables. This person may equally be referred to as the “Service Provider” or the “Consultant”.

**Article 2 - Payment**

In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the amounts in Euros (unless otherwise agreed between the parties) as indicated in the Act of Engagement and on the basis on the terms of the contract.

**Article 3 - Breach of contract**

3.1 If the Provider :

a) does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 4 below; or
b) provides an unsatisfactory level of Deliverables as referred to under Article 1.2; or

c) is in one of the situations listed in Article 10 of the General Conditions,

the Council may consider there to have been a breach of contract and may consequently refuse to pay to the Provider all or part of fees and expenses referred to in Article 2 above.

3.2 In the cases described in paragraph 3.1 above, the Council reserves further, at any moment and further to prior notification to the Provider, the right to terminate the contract in all or in part. In case of termination, the Council shall pay only the amount corresponding to the Deliverables actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for Deliverables not provided.

* 1. The outstanding sums shall be paid to the Council's bank account within 60 (sixty) calendar days from the notification in writing by the Council of Europe to the Provider regarding the outstanding sums to be paid.

**Article 4 - Modifications**

4.1 The provisions of this contract cannot be modified without the written agreement of both parties. This agreement may take the form of an exchange of emails.

* 1. Any modification shall not affect elements of the contract which may distort the initial conditions of the tendering procedure or give rise to unequal treatment between tenderers.
	2. This contract may not be transferred, in full or in part, for money or free of charge, without the Council’s prior authorisation in writing.
	3. The Provider may not subcontract all or part of the Deliverables, without the Council’s prior authorisation in writing. If authorised to subcontract by the Council, the Provider shall ensure compliance with all contractual conditions by all authorised subcontractors. The Provider shall remain fully liable to the Council for the performance of the obligations of its subcontractors.

**Article 5 - Acceptance**

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

**Article 6 - Consortium**

6.1 The providers have full responsibility for carrying out and complying with the terms of the contract.

6.2 The Providers are jointly and severally liable. If a Provider fails to implement its part of the contract, the other Providers shall become responsible for carrying out of the Deliverables, unless the Council expressly relieves them of this obligation.

6.3 In case of breach of contract, where applicable, the Council will claim back the amounts paid but that were not due under the contract. The coordinator of the consortium is fully liable for repaying the depts of the consortium, even if it has not been the final recipient of those amounts.

* 1. The internal roles and responsibilities of the Providers are defined as follows:
	2. The Providers must designate a coordinator.

6.6 Each Provider must :

1. inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the performance of the contract, change in legal status or technical, organisational or ownership situation, circumstances affecting the award of the contract or compliance with the requirements of the contract;
2. submit to the coordinator in good time:
 - any other documents or information required by the Council under the contract, unless the contract requires the Provider to submit this information directly;

- any information requested by the coordinator in order to verify the state of performance of the Deliverables under the contract, the proper implementation of the contract and compliance with the other obligations under the contract.

1. give the other Providers access to any pre-existing industrial and intellectual property rights needed for the performance of the contract and compliance with the obligations under the contract.
	1. The coordinator must :
2. monitor that Deliverables are carried out properly and timely, in accordance with the terms of the contract;
3. act as the intermediary for all communications between the Providers and the Council (in particular, providing the Council with the information described in Article 8.4.2 (ii)) immediately, unless agreed otherwise by the Parties;
4. request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council;
5. before starting performance of the contract, submit the list of pre-existing rights (Article 8.4.2 (iii)) to the Council;
6. submit the Deliverables to the Council in accordance with the timing and terms of the contract;
7. Payments shall be made by the Council to the coordinator. Payments to the coordinator shall discharge the Council from its payment obligation. The coordinator must ensure that the distribution of payments between the Providers is made without unjustified delay.

The coordinator may not subcontract the above-mentioned tasks.

6.8 The Providers must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written "consortium agreement" between the beneficiaries, which may cover:

- the internal organisation of the consortium;

- the distribution of the Council's payment(s);

- additional rules on the rights and obligations related to pre-existing rights and results (including intellectual and industrial property rights), specifying the owner and all persons who have a right of use;

- settlement of internal disputes;

- liability, indemnification and confidentiality arrangements between the Providers.

The consortium agreement must not contain any provisions contrary to the contract.

1. Which has its seat Avenue de l'Europe, 67075 Strasbourg Cedex, France [↑](#footnote-ref-1)
2. The Provider fills in the table on the basis of any contractual financial appendixes (All-inclusive price, Price per unit, etc.) or detailed quote. [↑](#footnote-ref-2)