



## **Appendix II to the Act of Engagement**

### **ACT OF ACCEPTANCE**

relating to the Contract between

the Council of Europe and "XX"

(PO: XX; PMM ID: XX)

The Council of Europe, XX("the Council")

and

XX("the Provider")

and

XX("the Recipient")

Hereinafter referred to as "the Parties";

Have agreed as follows:

1. We, the undersigned, confirm that within the framework of the Council of Europe Project "XX", funded by XX and as specified in the abovementioned Contract (ref. PO: XX; PMM ID: XX), the Council of Europe has purchased from the Provider the development and production of online training modules about elections (hereinafter "the deliverables") for delivery to the Recipient.
2. The signatories confirm that the deliverables mentioned in the contract listed and accounted for as "accepted" in Annex 1 to the present Act of Acceptance were supplied in full to the following address:

XX

and conform to the technical specifications agreed under the Contract.

3. The Parties are aware that the Council of Europe intends by the present act to transfer the ownership of the deliverables and all attached and consequent rights (including copyright) under the above mentioned Contract to the Recipient, and have agreed to abide by such transfer.
4. Upon the signature of this Act of Acceptance, the Council of Europe transfers for no cost the ownership rights to the deliverables as defined in the contract to the Recipient. Any refusal to sign the Act of Acceptance shall be provided in writing and duly justified.
5. Upon the signature of this Act of Acceptance, subject to sections 6 and 7 below, all rights and obligations under the contract (ref. PO: XX; PMM ID: XX) shall be transferred, with the explicit consent of all parties, to the Recipient.
6. The Council of Europe shall retain any rights, duties and claims already accrued under the contract, in particular the right to enforce delivery, refuse payment, or claim reimbursement of any sums advanced in the event of non-performance of any part of the contract at any time prior to the transfer of title.
7. The Council of Europe shall remain obliged to pay the final balance in accordance with Article 4.3 of the Contract.
8. The Recipient by its signature accepts the transfer of title to the deliverables, and accepts their delivery in their state at the time of signature. The Recipient declares being fully informed of the scope and nature of the rights and obligations transferred by the Council. The Recipient commits in

addition to use the goods and services transferred for the sole purposes intended under the Project “Supporting the transparency, inclusiveness and integrity of electoral practice in Ukraine”.

9. Upon signature of the Act of Acceptance, the Recipient shall release the Council from its future obligations and shall waive any claim against the Council upon the basis of the Contract (ref. PO: XX; PMM ID: XX), this Act of Acceptance and any other agreement or understanding as to content or quality in respect of the goods/services delivered. This shall in no way be interpreted as waiving the responsibility of the Provider, who shall remain liable to the Council of Europe and any transferee or assignee, including the Recipient, for breach of contract or other civil liability.
10. The Recipient shall indemnify the Council against all liabilities, costs, expenses, damages and losses that the Council suffers or incurs under or in connection with the Contract after the signature of the Act of Acceptance, except to the extent that such losses, damages or costs arise as a result of the Council’s failure to perform or satisfy its obligations under the Contract before that date.
11. The Council shall take such action as the Recipient may reasonably request to avoid, dispute, compromise or defend any claim, action or proceedings brought under or in connection with the Contract after signature of the Act of Acceptance.
12. The Provider acknowledges the transfer of title in the deliverables by the Council of Europe. The Provider henceforth recognizes the title and rights of the Recipient under the abovementioned Contract.

**Signatures**

On behalf of the Council		On behalf of the Provider		On behalf of the Recipient	
Name		Name		Name	
Function		Function		Function	
Date		Date		Date	

**Annex 1 – Checklist**

The present checklist shall be filled in by hand and signed by a representative of the Council of Europe upon delivery and inspection of the deliverables.

Deliverable	Number of units ordered	Number of units accepted	Number of units rejected	Comments

On behalf of the Council	
Name	
Function	
Date	