

Call for proposals

**Consultant for
Evaluation of the access to information
on the Council of Europe
and its work via internet**

Directorate of Internal Oversight

Evaluation Division

March 2017

Consultant for Evaluation of the access to information on the Council of Europe and its work via internet

1. Background

The Directorate of Internal Oversight of the Council of Europe intends to avail itself of the services of a consultant/team of consultants for the Evaluation of the access to information on the Council of Europe and its work via internet.

We hereby invite all qualified consultants/companies who are nationals of a Council of Europe member state to submit a proposal respecting the instructions and Terms of Reference contained in this dossier. Please note that the Terms of Reference might be subject to changes. These eventual changes will not modify the nature or amount of work required from the consultant(s).

Please note that all the services, material and reports related to this contract will have to be provided in English.

The duration of the contract will be from April to December 2017. The maximum amount for the contract is a lump sum of € 24 000.

2. Brief outline of the specifications

The services required are described in the Terms of Reference in Annex 1.

3. Content of proposals

Technical offer

The technical offer must include the following items:

1. Proposed methodology

This chapter should be structured in the following manner:

1.1 Rationale and Approach

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

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

1.2 Timetable of activities

- The schedule, sequence and duration of proposed activities including the timing of major milestones in the execution of the contract.
- The expected number of working days required for each activity.

2. Qualifications of the consultant(s)

2.1 CV

- Consultants must demonstrate convincingly that they have solid knowledge of external communication, expertise in digital communication channels and the ability to undertake evaluation-related assignments in a context which is comparable to that of the Council of Europe in accordance with the qualifications specified in the TOR that is attached in the annex. To this end, they must provide a brief description of previous assignments carried out in the subject areas covered by the contract, indicating the objectives, summary of activities undertaken, amount, date and recipient.

2.2 Work samples

- Consultants are encouraged to include up to three final reports of (comparable) assignments they possibly carried out.

2.3 References

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

2.4 Declaration of honour

- Applicants should sign a declaration of honour with respect to exclusion criteria and the absence of a conflict of interest (Annex 2).

Financial offer

The financial offer should be presented as an amount in Euro without taxes in the following format:

Activities	Days	Daily Fees	Total Fees	Daily Allowances	Total Allowances	Travel	Other Budget	Total

4. Award criteria

The proposals will be evaluated on the basis of the following criteria:

Technical proposal:

- Demonstrated understanding of the assignment;
- Suitability of the work plan;
- Qualifications and experience of the consultant(s).

Financial proposal:

The financial proposal will be considered only for submissions that passed the minimum technical score of 70/100 points in the evaluation of the technical proposal.

Total score:

The total score will be calculated based on the overall scores of the technical (70%) and financial (30%) proposals.

The contract will be awarded to the proposal that was attributed the highest total score.

5. Submission of bids

Applicants should submit their proposal to dio.evaluation@coe.int clearly indicating the title of this consultancy "Evaluation of access to information" in the subject line of the message.

6. Provisional timetable

Item	Date
Notification of award to the selected consultant(s)	April 2017
Expected start of assignment	15 April 2017
Expected submission of inception report	15 May 2017
Expected submission of working paper on set-up of communication function by consultant	July 2017
Expected submission of working paper on functioning and visibility of CoE website by consultant	September 2017
Expected end of assignment	15 December 2017

7. Conditions of service

The budget envisaged for the consultant(s) amounts to a maximum of € 24 000. The lump sum will include the consultant fees and other expenses including three to Strasbourg for the inception meeting data collection and reference group meeting, as well as regular communication.

The consultant(s) will be paid in three instalments as follows:

- 20% upon signature of the contract;
- 40% upon approval of the two working papers;
- 40% upon providing input into the draft report.

The consultant(s) shall undertake all necessary measures to arrange for health and social insurance during the entire period of the performance of work under the contract. The Council of Europe shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.

After the completion of the evaluation, the Directorate of Internal Oversight may review the work of the consultant(s). This is to ensure that record is kept of the work experience with consultants to inform the selection of consultants for future assignments. A review and consent form to be signed is in Annex 3.

The consultant(s) will carry out her/his/their duties in accordance with the DIO Evaluation Guidelines¹.

The draft contract containing the exact conditions of service is available in Annex 4.

8. General exclusion criteria

Potential suppliers or bidders shall be excluded from participating in the tender procedure if 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 judgment with res judicata force, finding an offence that affects their professional integrity or 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 their country of incorporation;
- e. are in a situation of conflict of interest in connection with this assignment; a conflict of interest may arise in particular as a result of economic interests, political or national affinities, family or emotional ties, or any other relevant connection or shared interest. Prior substantial involvement with the Council of Europe on communication-related assignments also constitutes a conflict of interest in the specific case of this assignment.

All bidders shall deliver, when submitting their tender, a declaration on their honour certifying that they are not in any of the above-mentioned situations (Annex 2).

The Council of Europe reserves the right to ask successful bidders to supply the following supporting documents:

- a. for the items in a), b) and c), produce 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 these requirements are met;
- b. for the items in d), a certificate issued by the competent authority of the country of incorporation.

¹ Evaluation Guidelines of the Directorate of Internal Oversight (2014). Available at: <https://wcd.coe.int/com.instranet.InstraServlet?command=com.instranet.CmdBlobGet&InstranetImage=2550514&SecMode=1&DocId=2117102&Usage=2>

Annex 1: Terms of Reference

Evaluation of the access to information on the CoE and its work via internet

Terms of Reference



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Introduction

Background

External communication of an organization serves to present its brand, image, to present and promote information on its work and products and to facilitate cooperation with its stakeholders and the general public. As Europe's leading human rights organisation the Council of Europe (CoE) also aims to raise awareness of and promote its values, positions and decisions through its external communication with its diverse target audiences.

The present and future of the Council of Europe's communication are digital. The Directorate of Communications estimates that already 80 - 90% of CoE communications are digital with most information generated by the Organisation accessed via websites.

While the Council of Europe (CoE) generates a wealth of valuable information, its accessibility is often referred to as problematic in terms of finding one's way through the various entities' websites as well as in terms of using search engines to be found, or internal search to seek out information once the user is on our websites.

Improving online visibility (Search Engines Optimization) and the User eXperience (UX) is therefore one of the central concerns related to the Council of Europe's communication strategy.

The Directorate of Internal Oversight has included in its work plan 2017 an evaluation of access to information which aims to identify good communication and information tools and practices as well as any issues with a view to promote visibility and accessibility/usability of CoE web presence.

These Terms of Reference (ToR) set out the concept and approach of this evaluation. They outline the evaluation's purpose, objectives and scope, and define a draft methodology and work plan. They highlight the expectations towards the evaluation team and in particular the external consultant who will be requested to contribute to the evaluation.

Evaluation object

The evaluation will focus on the external communication of the Council of Europe via its portal and websites² of the Council of Europe entities. It will examine the underlying processes by which the communication content is produced and removed, and by which communication performance is monitored and evaluated. Annex 1 presents a reconstructed theory of change, which graphically illustrates how the external communication is intended to work.

The evaluation will assess the work of the Web section, in particular of the Web Consulting and Design Unit in the Directorate of Communication as well as the work of other entities involved in the production and deployment of web content and the interaction between those activities. Annex 2 can be consulted for an overall organizational chart of the Directorate.

Use of evaluation findings

The primary user of the findings will be the Directorate of Communications, specifically the Web Consulting and Design unit. The evaluation will provide it with evidence based information on the relevance, efficiency and effectiveness of its activities, identify obstacles and areas of improvement and determine internal and external best practices of communication that could be replicated.

The Directorate of Information Technology and other entities of the Council of Europe Secretariat are secondary users of the evaluation. They are expected to benefit from the results for improving their own processes related to communication and to contribute to an overall coherence of action in this area.

Evaluation scope

The scope of the evaluation will include website-related activities – these consist of the portal and the websites of the different Council of Europe entities. The evaluation will also look at other digital communication channels, such as social media and newsletters.

The evaluation's scope does not cover the work conducted in the areas of press relations, printed publications, and locally held events and regular contacts with interested stakeholders, such as the visitors programme and conferences. It will also not include internal communication.

² The Council of Europe currently has 167 websites.

Evaluation objectives and questions

The goal of the evaluation is to contribute to an increased knowledge about the CoE's work among both professional users and the public by evaluating some of the organisation's external communication activities.

The purpose of the evaluation is to identify challenges as well as good communication and information tools and practices with a view to making CoE websites, developed in the CoE Headquarters and in the field, more accessible and user-friendly, thereby increasing the visibility of CoE activities and results.

The evaluation will review the set-up of the external communication function, the communication efforts including the work of various MAEs involved in external communication and provide a reality check for the present assumptions regarding priorities and target audiences. It aims to make recommendations for the communication strategy and future development of communication activities and to consider the feasibility of adapting or importing best practices identified elsewhere, taking into account the resources available.

Evaluation questions

The evaluation criteria to be used are relevance, effectiveness and efficiency.

The evaluation will answer the following questions:

1. To what extent does the current process of external communication help the CoE in creating awareness/understanding of human rights issues and CoE instruments?
2. To what extent is the delivery of the message(s)/content effective?
3. To what extent is the delivery of the message(s)/content efficient?
4. To what extent is it possible to observe professional good practices within the communication structures of other organisations or research that might be relevant for the CoE?

The questions may be refined as a result of preliminary data analysis.

Annex 3 provides an evaluation matrix, which defines sub-questions and specifies how these will be answered. The evaluation process will be guided by the Council of Europe's Evaluation Guidelines.

Evaluation methodology

The evaluation will be carried out in three phases:

- scoping and inception;
- data collection;
- data analysis and reporting.

The evaluation will employ a participatory approach aiming towards an active involvement of the stakeholders in order to maximize the learning aspect of the exercise.

Inception Phase

The evaluation process will start with an inception phase in which preliminary data will be collected and analysed in order to finalize the draft evaluation questions and methodology presented in these Terms of Reference (TOR). At the end of the inception phase an inception report outlining the detailed evaluation methodology will be submitted by the external consultant and sent for comments to the reference group which will be established from the main stakeholders of the evaluation.

Preliminary data will be collected as follows:

Document Review

Documentation related to the activities of the Web design and Consulting unit will be reviewed, including descriptions of tasks, strategic documents, explanation of processes etc. in order to get familiar with the subject of communication and its organization within the organisation.

Scoping Interviews

Semi-structured interviews will be carried out with the Directorate of Communication, Directorate of Information Technology and selected entities involved in communication activities for the following three purposes:

- To better understand the processes of external communication in the CoE;
- To understand information needs of key stakeholders that should be addressed by the evaluation;
- To inform qualitative and quantitative research instruments that will be used during the data collection phase of the evaluation.

During the data collection phase, data will be collected through qualitative and quantitative methods from the various target audiences of the CoE's external communication³, as presented below.

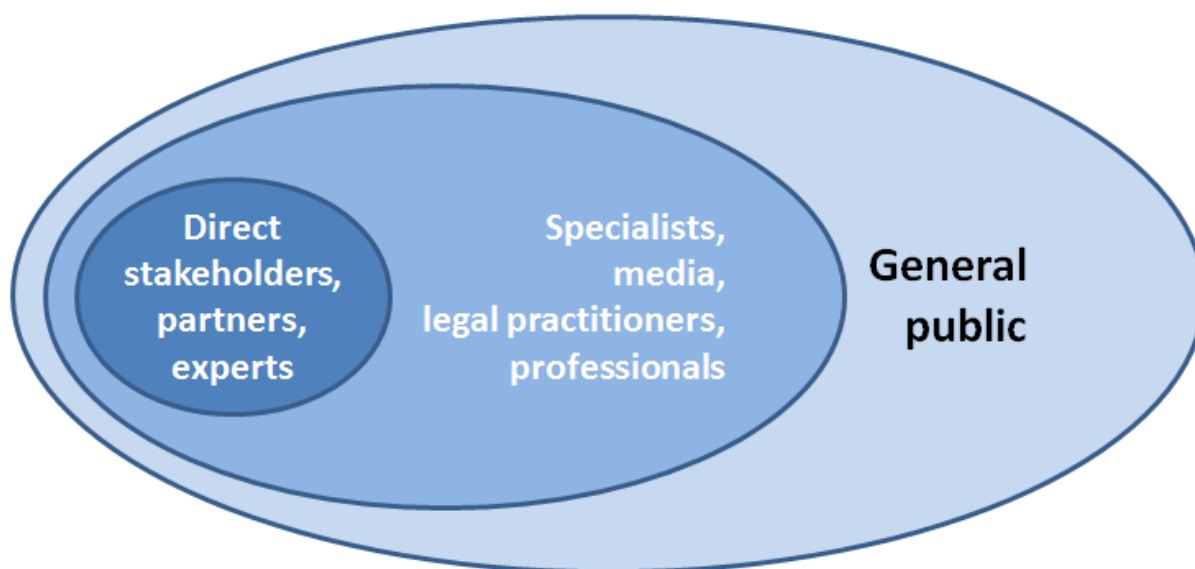


Figure 1. Target audiences of CoE's external communication.

Mapping and Interviewing of communication actors in CoE

A mapping of entities involved in communication will be conducted in order to understand the communication function and the different roles and responsibilities within it. Selected identified actors will be interviewed to assess the extent to which they are satisfied with the function's performance.

Analysis of Resources

An analysis of the budget in comparison with the number of activities and tasks will be carried out in order to obtain an estimation of the efficiency of the communication activities.

Semi-Structured Interviews

Semi-structured interviews will be carried out with main stakeholders mentioned above as well as other stakeholders, such as the Private Office of the Secretary General, field office staff etc.

Tests with representatives of target audiences

If feasible, tests on accessibility and findability of information will be conducted on the CoE website with focus groups in order to directly assess the user experience of those using the

³ Based on the model applied by the Directorate of Communications.

website. This will help to collect information on the experience and perceptions of selected target audiences of the CoE.

The tests will potentially use software to track the activities on the screen. The focus groups will also feature a debriefing with participants to discuss their user experience in a qualitative manner.

Data from other organisations

Data on the communication function in other organisations will be collected through desk research and potentially through a number of phone interviews with representatives of organisations where good practices are identified.

Focus Group Discussion with internal stakeholders

Towards the end of the data collection phase a focus group discussion with the entities concerned might be held in order to discuss preliminary findings and recommendations of the evaluation.

Data Analysis and Reporting Phase

Data will be analysed in a disaggregated way (such as by stakeholder group, gender, age) to answer the evaluation questions and identify lessons for the CoE. Data collected through different methods will be triangulated.

A draft evaluation report will be prepared and sent to the reference group for comments. Stakeholders' comments will be considered for finalisation of the evaluation report.

Evaluation Follow-Up

The final evaluation report will be disseminated in accordance with the CoE Evaluation Policy.

The key stakeholders will be requested to prepare an action plan, in which they specify how they intend to implement the recommendations made by the evaluation. At regular intervals they will have to report on progress in the implementation of the agreed action plan.

Evaluation team and management arrangements

The evaluation team will be composed of the following:

- A DIO Evaluator in charge of finalisation of the Terms of Reference, recruitment and contracting of consultant(s), management of data collection, analysis and reporting (including management of the consultant(s)), semi-structured interviews in Strasbourg

and on Skype/phone, accompanying the consultant(s) on interviews, drafting of the evaluation report.

- One consultant or team of consultants to be recruited externally. The consultant(s) will be in charge of reviewing strategic and working documents (including guidelines, toolkits, training materials etc.), meetings/interviews with selected staff in Strasbourg and corresponding reporting (interview minutes), analysis of the budget, and work plans, data collection (testing) and analysis of all data concerning the functioning of the website (incl. structure and search function) and assessment of organisational set-up, collection of good practices on external communication from other international organisations.

Qualifications of the external consultant

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

- Solid knowledge of the topic of external online communication, with particular emphasis on communication organisation and strategy;
- Technical expertise in digital communication, including websites, social media and other communication channels;
- Drafting and reporting skills;
- Experience in an international organisation or providing consultancy services to an international organisation would be an asset;
- Evaluation experience; knowledge of evaluation methodology and practice would be an asset;
- Knowledge of human rights concepts, political and/or legal communications would be an asset.

Evaluation work plan

Deliverables

- Terms of Reference (DIO);
- Inception report with detailed evaluation methodology (consultant(s));
- Report with main findings and conclusions on data collection (testing) via focus groups on the CoE website in accordance with the evaluation questions and good practices in other organisations (consultant(s));

- Working document analysing CoE organisational set-up for external communication in accordance with the evaluation questions and good practices in other organisations (consultant(s));
- Draft final report containing introduction, findings, conclusions, recommendations and relevant annexes, and corresponding presentation (DIO);
- Comments on and input into draft final report (consultant(s));
- Final report (DIO)

All deliverables shall be submitted in English. All deliverables will remain the intellectual property of the CoE.

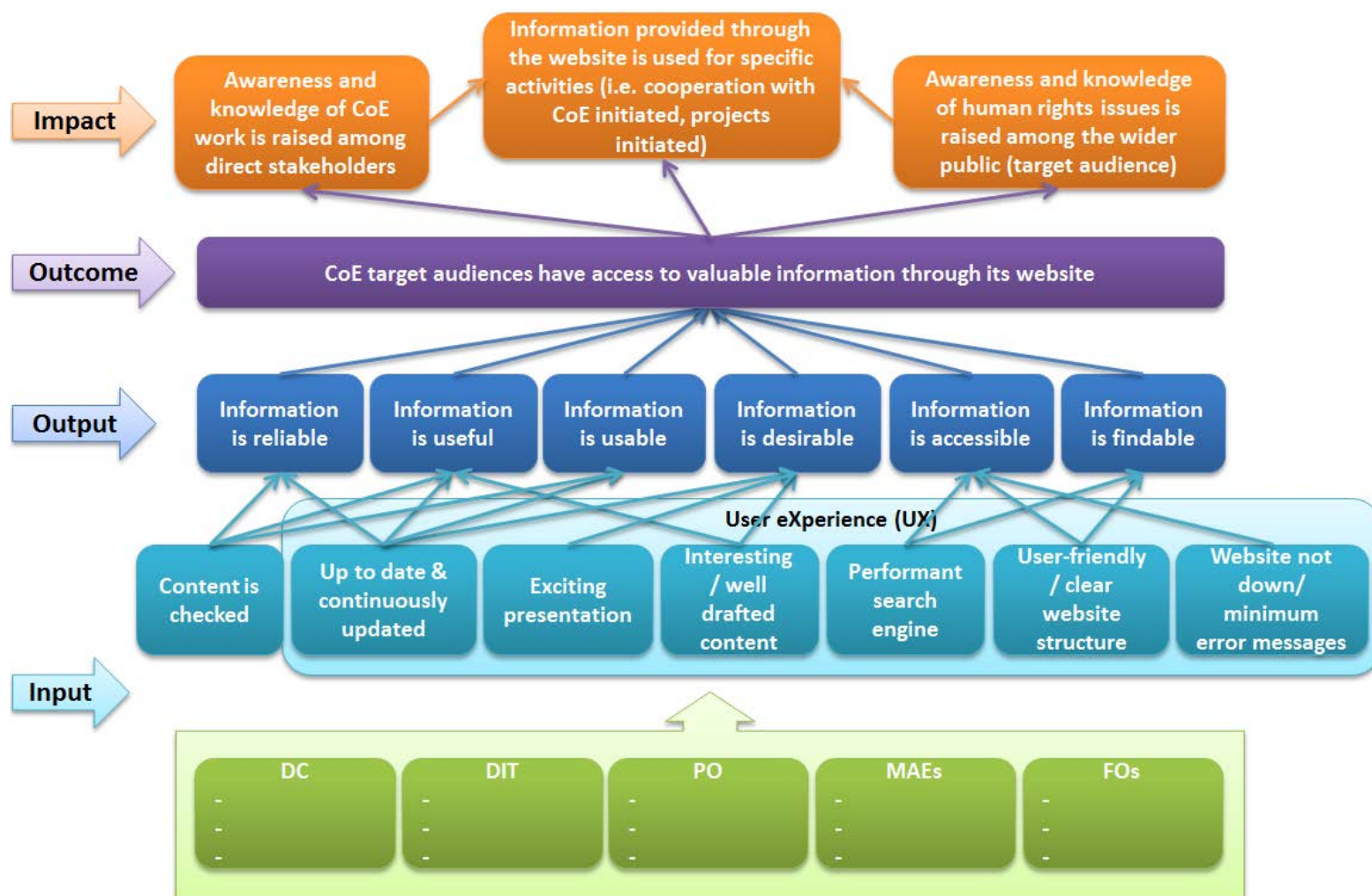
Tentative Schedule

Deliverable	Tentative date
Final ToR	March 2017
Scoping Interviews	February/March 2017
Call for proposals	March 2017
Selection of consultant and signature of contract	April 2017
Inception report	May 2017
1 st reference group meeting	May 2017
Data collection	May-September 2017
Data analysis	September/October 2017
Submission of working paper 1 by consultant	July 2017
Submission of working paper 2 by consultant	September 2017
Report drafting	October 2017
Draft report to evaluation stakeholders	20 November 2017
2 nd reference group meeting	November 2017
Final report	15 December 2017

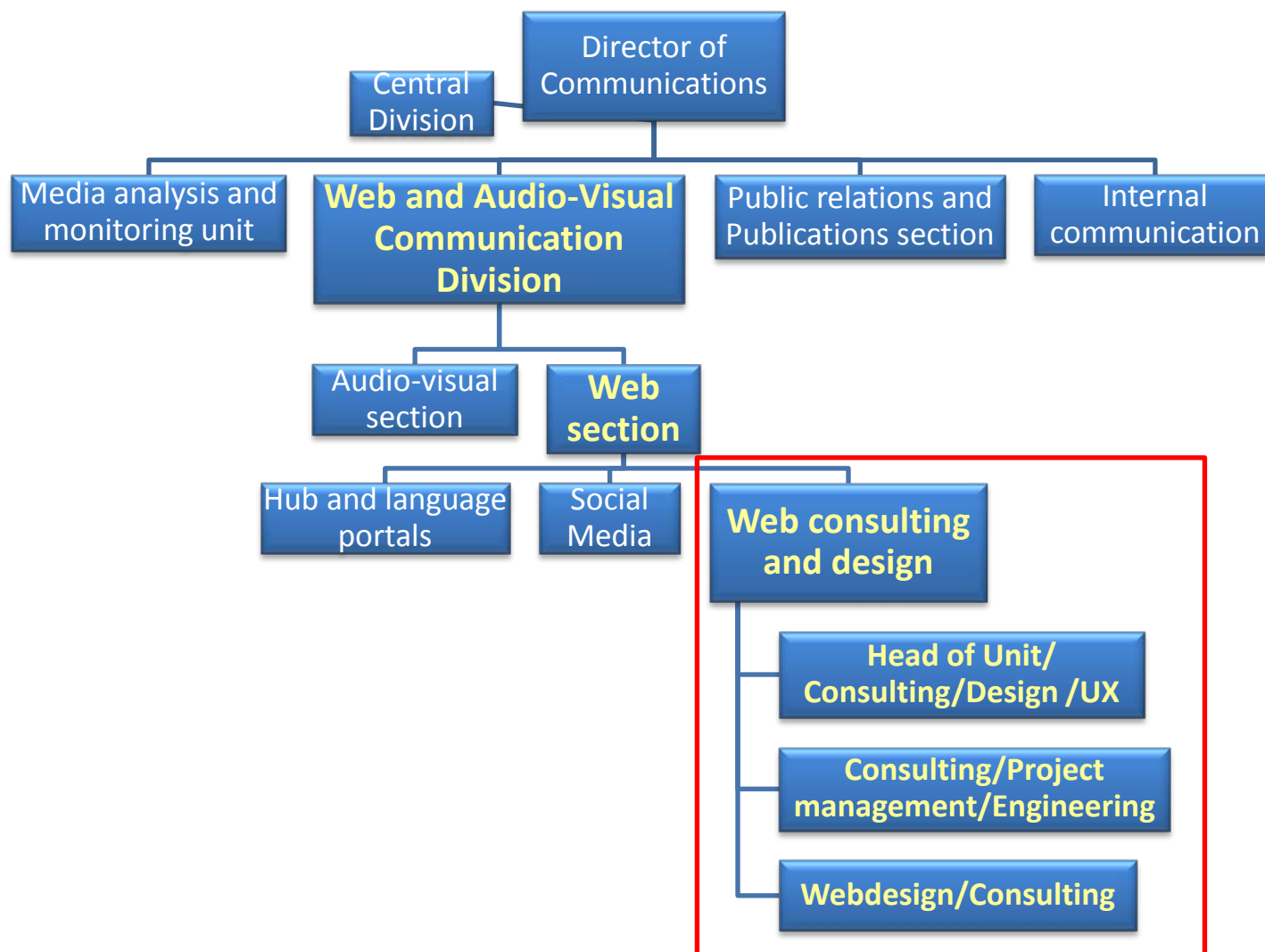
Remuneration, logistics and budget

The budget for the consultant(s) amounts to a maximum of 24 000 EUR. The consultant(s) will bear the costs of three trips to Strasbourg for the inception meeting, data collection (three days) and final reference group meeting, as well as for regular communication. The consultant also bears the potential cost of organising focus groups and software used.

Annex 1. Theory of change – External communication via CoE website



Annex 2. Organigramme of the Web Consulting and Design Unit



Annex 3. Evaluation Matrix

Evaluation Criterion	Evaluation question(s)	Sub-questions	Measure /Indicators	Sources of information / Data collection methods
Relevance	To what extent does the current process of external communication help CoE in creating awareness/understanding of human rights issues and CoE instruments?	To what extent is the communication content correlated with the main strategic documents of the organisation (such as priorities of the SG, P&B, etc.?)	- main strategic documents feed into communication content;	Review of strategic and working documents; Semi-structured interviews
		To what extent is content continuously updated and UX improved? How is content removed?	- checking mechanism in place - mechanism for updating/deleting content	Review of working documents; Semi-structured interviews
		Is communication target audience clearly defined? To what extent is there an organizational consensus on target audience(s)?	- written documentation on target audience; - guidance for defining target audience	Review of working documents; Semi-structured interviews
		To what extent is communication content created with its target audience(s) in mind?	- evidence of content created with target audience in mind	Review of working documents; Semi-structured interviews; Website analysis

Evaluation Criterion	Evaluation question(s)	Sub-questions	Measure /Indicators	Sources of information / Data collection methods
Effectiveness	To what extent is the delivery of the messages/content effective?	To what extent are the communication activities conducted with specific and concrete communication objectives in mind?	<ul style="list-style-type: none"> - written objectives of the web section; - evidence of communication activities aiming at reaching objectives 	Review of working documents; Semi-structured interviews;
		To what extent do the entities involved in communication have an effective communication plan? To what extent are the advantages/specificities of different communication channels put to use?	<ul style="list-style-type: none"> - existence of communication plans; - communication plans feature core messages; - evidence of effective use of diverse communication channels 	Review of working documents; Semi-structured interviews;
		To what extent do the involved entities have the necessary skills and training to communicate the messages effectively? Is there a competency framework for staff involved in communication activities?	<ul style="list-style-type: none"> - competence framework for communication in place; - evidence of use of internal expertise - number of persons involved in communication work who received training; - satisfaction with training; - continuous training offer; - absence arrangements 	Review of working documents; Semi-structured interviews; Potentially a survey to staff involved in communication activities; Review of training / workshop curricula

Evaluation Criterion	Evaluation question(s)	Sub-questions	Measure /Indicators	Sources of information / Data collection methods
		How are the messages received by the stakeholders? Are messages understood by the target audience? Are they found useful? Are there examples of further use of content?	<ul style="list-style-type: none"> - level of satisfaction of stakeholders with clarity, usefulness of content; - examples of further use / effects of using website content 	Website analysis; Focus group with website users; data of previous surveys and other monitoring tools, if any
		To what extent is information findable and easily accessible? To what extent is information presentation user-friendly?	<ul style="list-style-type: none"> - level of satisfaction of stakeholders with findability and accessibility of information; - examples of further use / effects of using website content 	Website analysis; Focus group with website users; data of previous surveys and other monitoring tools, if any
		What metrics are available to measure, monitor and control performance of the main communication activities?	<ul style="list-style-type: none"> - level to which metrics available allow to make conclusions on achievement of objectives; - examples of how metrics have been used to monitor performance / influence decisions 	Review of working documents; Semi-structured interviews; Review of statistics

Evaluation Criterion	Evaluation question(s)	Sub-questions	Measure /Indicators	Sources of information / Data collection methods
		Are the tools supporting the communication objectives appropriate to reach the target audience(s) (for example search engine, portal organisation, back-up)?	<ul style="list-style-type: none"> - level to which stakeholders are satisfied with user-friendliness of website and its elements - existence of technical risks and their mitigation 	Website analysis; Focus group with website users; data of previous surveys and other monitoring tools, if any
		What activities do other organisations similar to CoE undertake in the field of communications? How are these activities managed, controlled, and co-ordinated? What innovations and emerging trends can be identified?	<ul style="list-style-type: none"> - good practices in external communication (website; set-up) from other organisations - potential use of good practices/ innovations in CoE 	Review of practices of other organisations; Semi-structured interviews
Efficiency	To what extent is the delivery of the messages/content efficient?	To what extent does the decentralised set-up of communication activities influence the efficiency of the activities?	- degree to which decentralised set up is contributing to or creating obstacles in achieving communication objectives	Review of working documents; Semi-structured interviews;
		To what extent are the responsibilities between different entities involved in communication efforts clearly defined and overlap minimised?	- degree to which responsibilities are clear and overlap and waste of resources avoided	Review of working documents; Semi-structured interviews;

Evaluation Criterion	Evaluation question(s)	Sub-questions	Measure /Indicators	Sources of information / Data collection methods
		To what extent are the information flows between the different entities involved functional and sufficient?	- level of satisfaction of stakeholders with information flows	Review of working documents; Semi-structured interviews;
		To what extent are the resources allocated to communication activities sufficient in reaching their objectives?	- level of resources of the web section in relation to its tasks and responsibilities	Budget analysis; Review of working documents; Semi-structured interviews;

Annex 2: Declaration of honour with respect to the exclusion criteria and absence of conflict of interest

The undersigned (name of the signatory of this form)

- ☐ in his/her own name (*if the economic operator is a natural person or in case of own declaration of a director or person with powers of representation, decision making or control over the economic operator*)

or

- ☐ representing (*if the economic operator is a legal person*)

official name in full (*only for legal person*):

official legal form (*only for legal person*):

official address in full:

VAT registration number:

declares that the company or organisation that he/she represents:

- a) is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- b) has not been convicted of an offence concerning professional conduct by a judgment which has the force of *res judicata*;
- c) has not been guilty of grave professional misconduct proven by any means which the contracting authorities can justify;
- d) has fulfilled all its obligations relating to the payment of social security contributions and the payment of taxes in accordance with the legal provisions of the country in which it is established, with those of the country of the contracting authority and those of the country where the contract is to be carried out;
- e) has not been the subject of a judgement which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity;
- f) is not a subject of the administrative penalty for being guilty of misrepresentation in supplying the information required by the contracting authority as a condition of participation in the procurement procedure or failing to supply information, or being declared to be in serious breach of his obligation under contract covered by the budget.

In addition, the undersigned declares on his/her honour:

- g) that he/she has no conflict of interest in connection with the contract. A conflict of interest could arise in particular as a result of economic interests, political or national affinities, family or emotional ties or any other relevant connection or shared interest;
- h) that he/she will inform the contracting authority, without delay, of any situation considered a conflict of interest or which could give rise to a conflict of interest;
- i) that the information provided to the Council of Europe within the context of this invitation to tender is accurate, sincere and complete.

Full Name	Date	Signature
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Annex 3: Consent Form

I hereby give my consent for information in the below form to be kept by the Directorate of Internal Oversight (DIO) of the Council of Europe for its internal use only. The form will not be shared with persons outside DIO service. The storage will comply with Council of Europe's Regulation outlining a data protection system for personal data files in the Council of Europe (CM/Del/Dec(89)425/59bE).

Please print name below in block letters and sign the consent form.

Name _____

Signature _____

Date _____

Review Form for external consultant's services⁴

Form number: _____

This form is to assess the services and/or products that the external consultant provided to you or your organization for the specific evaluation identified. When responding to the items, be sure to consider only the evaluation named, not other evaluations on which you may have worked together.

Name of Evaluation: _____

Date: ____/____/____

1. Name of DIO staff member responsible for review:

2. Based on your experience with the consultant in this evaluation exercise, what is your **overall assessment** of the quality of the work? (check one only)

☐ Poor ☐ Fair ☐ Good ☐ Very good ☐ Excellent

⁴ Based on American Evaluation Association Guiding Principles for Evaluators.

3. How **useful** to your organization was the work performed by the consultant? (check one only)

☐ Not at all
useful

☐ Somewhat
useful

☐ Very
useful

☐ Extremely
useful

4a. Would you **recommend** this consultant to your colleagues? (check one only)

☐ Yes

☐ No

4b. If *Yes*, why? If *No*, why not?

5. How would you rate the consultant in the following areas of performance? For each area, check the one column that best represents your opinion. If an area does not apply or you do not know, check the first column.

The Consultant's	NA/Don't Know	Poor	Fair	Good	Excellent
a. understanding of the evaluation object					
b. attentiveness to my needs/organization's needs					
c. quality of reports/products produced					
d. appropriateness of reports/products for my needs/organization's needs					
e. timeliness in delivering reports/products					
f. accessibility to me/my organization					
g. communication with me/my organization					
h. other , specify:					

6. What are the **strengths and weaknesses** of the consultant?

7. Do you have any other comments about your experience working with the consultant on this particular project? If yes, please comment.

Annex 4: Draft Consultant's Contract

Between the Secretary General of the Council of Europe represented by Ansgar Eussner, Director of Internal Oversight, hereinafter referred to as “the Council”

And in case of an individual [*name and position of person*; or in the case of an organisation [*name of organisation followed by the name and position of the representative*], hereinafter referred to as “the Consultant”.

Article 1 - Nature of services and work completion date

- 1.1 The Consultant undertakes, on the conditions, within the limits and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide the services described in the terms of reference for the Consultant for the Evaluation of the access to information on the Council of Europe and its work via internet.
- 1.2 The Consultant undertakes to submit to the Council for editing, if necessary, a draft version of the evaluation report not later than 10 November 2016; the final draft evaluation shall be submitted not later than 25 November 2016.

Article 2 – Language and length of document

- 2.1 Any written documents prepared by the Consultant under the contract shall be written in English and produced on a word processing file.
- 2.2 If the Consultant's document is drafted in a language other than English without this having been provided for in the contract, the cost of translation into English shall be charged to the Consultant and deducted from the fees stipulated in Article 10.
- 2.3 The evaluation report should not exceed 35 pages plus annexes and should include an executive summary.

Article 3 – Intellectual property rights

- 3.1 The Consultant cedes to the Council, on an exclusive basis and for an unlimited period of time all rights in the deliverables referred to in Article 1.1. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the internet, the deliverables, or any part thereof, submitted by the Consultant under the contract.

The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities. The Consultant's name will be mentioned on one of the first pages of the final evaluation report.

- 3.2 The Consultant guarantees that use by the Council of the items supplied under the contract and referred to in Article 1.1. will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement, the Consultant will compensate it in full for any damage it may suffer in consequence.
- 3.3 Notwithstanding the provision in Article 3.1 above, the Council may, on prior application by the Consultant, authorise the Consultant to use the deliverable(s) referred to under 1.1 above. When giving the Consultant such authority, the Council will inform the Consultant of any conditions to which such use may be subject.

Article 4 – Loyalty and confidentiality

- 4.1 In the performance of the present contract, the Consultant will not seek or accept instructions from any government or any authority external to the Council. The Consultant 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.
- 4.2 The Consultant 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 Consultant's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Council, the Consultant 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 Consultant's notice as a result of dealings with the Council. Nor shall the Consultant seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

Article 5 – Health, social and travel insurance

- 5.1 The Consultant shall undertake all necessary measures to arrange for health and social insurance during the entire period of the performance of work under the contract. The Consultant acknowledges and accepts in this regard that the Council shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.
- 5.2 Unless otherwise specified in Article 10 below, the Consultant is required to arrange for travel insurance covering specific risks related to travel and stay (medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions) during the performance of the work under the contract.

Article 6 – Disclosure of the terms of the contract

- 6.1 The Consultant is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity and price, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the

Council of Europe or its donors. The Consultant authorises the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the contract/projects, the nature and purpose of the contract/projects, name and locality of the Consultant and amount of the contract/project.

- 6.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Consultant.

Article 7 – Use of the Council of Europe’s name

The Consultant shall not use the Council’s name, flag or logo without prior authorisation of the Secretary General of the Council.

Article 8 - Fiscal obligations of the Consultant

The Consultant undertakes to observe all applicable rules and to comply with his/her fiscal obligations in:

- submitting an invoice to the Council in conformity with the applicable legislation or a request for payment in the case of consultants who do not charge VAT under the applicable legislation⁵;
- declaring all fees received from the Council for tax purposes as required in his/her country of fiscal residence.

Article 9 - Other obligations of the Consultant

- 9.1 In the performance of the present contract, the Consultant undertakes to comply with the applicable principles, rules and values of the Council⁶ including the code of conduct for evaluators.
- 9.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Consultant.
- 9.3 Nothing in this contract may be construed as conferring on the Consultant the capacity of a Council of Europe staff member or employee.

Article 10 – Fees, expenses and mode of payment

- 10.1 In return for the fulfilment by the Consultant of his/her obligations under the contract, the Council undertakes to pay him/her a fee of €... [*amount in words*]. This fee is final and not subject to review.

⁵ The legislation of his/her country of fiscal residence or that of the country in which the services have been provided, as the case may be.

⁶ See www.coe.int and, in particular, Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe, Instruction No. 47 of 28 October 2003 on the use of the Council of Europe’s information system and Rule No. 1267 of 20 January 2007 prohibiting smoking inside all Council of Europe buildings.

- 10.2 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.
- 10.3 This sum shall be payable as follows:
- 20% on signature of this contract, 60 calendar days upon presentation of an invoice or a request for payment in the case of consultants who do not charge VAT under the applicable legislation in Euro currency and in triplicate;
 - 80% on receipt of the evaluation report and its acceptance by the Council and 60 calendar days upon presentation of an invoice or a request for payment in the case of consultants who do not charge VAT under the applicable legislation in Euro currency and in triplicate.
- 10.4 The Consultant will cover expenses for travel and subsistence allowances as well as interpretation if needed for missions to Strasbourg, Albania, Moldova and Ukraine.
- 10.5 The Council will not reimburse administrative expenses incurred under this contract.

Article 11 - Breach of contract

- 11.1 In the event that the Consultant 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 12 below, or the services provided as referred to under Article 1.1 do not reach a satisfactory level, the Council shall consider there to have been a breach of contract and may consequently refuse to pay to the Consultant the amounts referred to in Article 10 above.
- 11.2 In the cases described in paragraph 11.1 above, the Council reserves further, at any moment and further to prior notification to the Consultant, the right to terminate the contract. In case of termination, the Council shall pay only the amount corresponding to the services actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for services not provided.
- 11.3 The outstanding sums shall be paid to the Council's bank account within 60 calendar days from the notification in writing by the Council to the Consultant regarding the outstanding sums to be paid.

Article 12 - Modifications

- 12.1 The provisions of this contract cannot be modified without the written agreement of both parties.
- 12.2 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.

Article 13 - Case of force majeure

- 13.1 In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council or the Consultant to cancel the contract.
- 13.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 calendar days.

Article 14 - 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 Consultant 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.

Article 15 - Addresses and bank details of the parties

- 15.1 Consultant
Address:
Bank details:
- 15.2 Council of Europe
Address: F-67075 Strasbourg, Cedex, France
Bank details:
SOCIETE GENERALE STRASBOURG
Code IBAN: Fr 76 30003 02360 001500 1718672
SWIFT Code: SOGEFRPP

Article 16 – Date, place and signatures of the parties

Done in two copies, in [*if the contracting parties are not physically present at the same place when signing the contract, insert the duty station of the person representing the Secretary General*] this date of [*if the contracting parties are not physically present at the same place when signing the contract, insert the date of the last signature*].

On behalf of the Council

On behalf of the Consultant

Name

Name

Position

Position