

Contract No. ▶	XX
Project ID / Sector ▶	BH 2678
Council of Europe contact point ▶	Maren Lambrecht-Feigl maren.lambrecht@coe.int ; +33 (0)3 90 21 47 78

ACT OF ENGAGEMENT

(Restricted consultation procedure / **One-off contract**)

This Act of Engagement lays down the terms and conditions of the contract between the Provider, as described below, and the Council of Europe¹ for the provision of intellectual and project management services for preparing, coordinating and implementing the participation of children in the Mid-term evaluation conference of the Council of Europe Strategy for the Rights of the Child (2016-2021).

The signature of this Act of Engagement by the tenderer 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).

Tenderers shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**. Ensure that the "Name" of the Provider and the "Account holder" are the same.
2. Fill in the column "Fees" of the table of fees (See Section A);
3. Sign the Act of Engagement (See Section B) and send a signed and scanned copy to the Council (See Contact person details above).

Contact details of the Provider	Name and address ▶			
	Representative ▶			
	Contact person ▶			
	VAT n° (if any) ▶			
	Country and registration n° (if any) ▶			
	Email (Contact person) ▶			
	Phone number (Contact person) ▶			
Bank details	Account holder ▶			
	IBAN n° (if available) ▶		Full bank account n° (for non-IBAN countries only) ▶	
	Bank name and Branch ▶		BIC/SWIFT Code ▶	
	Bank Address ▶		Account currency ▶	

¹ Which has its seat Avenue de l'Europe, 67075 Strasbourg Cedex, France

A. Terms of reference / Table of fees

The Council of Europe Children's Rights Division is currently organising a Mid-term evaluation conference on the Strategy for the Rights of the Child (2016-2021) to be held on 13-14 November 2019 in Strasbourg, France. In that context, the Council of Europe is looking for a Service Provider (NGOs and/or consultant(s)) to support it in conceptualising, preparing, organising, implementing and following up a child participation process for the upcoming conference, by associating, amongst others, children who have already participated in Council of Europe activities previously.

The Service Provider shall carry out the tasks as specified below. The Council of Europe will cover the costs of travel and subsistence expenses (per diems) of the Service Provider to attend all meetings required for the work process, according to the Rules concerning the reimbursement of travel and subsistence expenses. The fees outlined below relate only to the intellectual and project management services to be supplied. Likewise, travel and subsistence expenses for children and accompanying persons are not included below.

Prices indicated below are final and not subject to review, throughout the duration of the contract. Prices are indicated in Euros without VAT. For the VAT regime to be mentioned on the invoice(s), please refer to Section B and Article 4.2 of the Legal Conditions (See Section C. below).

Tenders proposing a fee above the exclusion level will be entirely and automatically excluded from the tender procedure.

The Provider shall indicate its proposed fee(s) in the box(es) below.

Deliverables ▼	Deadline for delivery ▼	Fees ▼	Exclusion level ▼
<p><u>Preparatory phase:</u></p> <ul style="list-style-type: none"> - Conceptualising the process - Identification of children and facilitators (via national NGOs/partners) - Communication with the children - Drafting of relevant documents, - Organisation of the stay - Preparing the children for the conference - <i>Possibly: making travel arrangements for children and accompanying persons (hotel in Strasbourg pre-reserved)</i> <p><u>Involving:</u></p> <ul style="list-style-type: none"> - A preparatory meeting with the Council of Europe in Strasbourg (date to be defined) - Regular exchanges with the Secretariat and children and their representatives (via telephone, Skype etc.) 	1 August – 11 November 2019		4,900 €
<p><u>Implementation phase:</u></p> <ul style="list-style-type: none"> - Welcoming and accompanying children for the preparatory workshop to be held prior to the main conference - Accompanying the children during the conference - Implementation of leisure programme etc. - Wrap-up and feedback session/workshop - Airport drop-off etc. <p><u>Involving:</u></p> <ul style="list-style-type: none"> - Presence in Strasbourg for the preparatory workshop, the conference and the wrap-up and feedback session 	11-15 November 2019		2,100 €

<p style="text-align: center;"><u>Follow-up phase:</u></p> <ul style="list-style-type: none"> - Preparing a report on child participation at the Conference - Reporting back on the overall process to the Council of Europe - Supporting the provision of feedback to the children <p><u>Involving:</u></p> <ul style="list-style-type: none"> - Regular exchanges with the Secretariat and children and their representatives (via telephone, Skype etc.) 	31 December 2019		1,400 €
TOTAL ►			8,400 €

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 or the Provider I represent is in any of the situations listed in the exclusion criteria as reproduced in the Tender File;
- Declare that neither I, nor the Provider I represent, are in a situation of a conflict of interests or a potential conflict of interest in relation to this procedure. I have been notified and understand that a conflict of interests may arise, in particular, from economic interests, political or national affinities, emotional or family ties or any other type of shared relationship or interest;
- 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;
- Accept without any derogation all 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.

The Provider shall **fill in this part, print the document, sign in the last box** below and **send a scan copy of the document** to the email address indicated on the 1st page.

For the Provider ▼		For the Council of Europe ▼ On behalf of the Secretary General of the Council of Europe	
Signature	Signatory (Name, Function and Entity) ▶		Signatory (Name, Function and Entity) ▶
	Provider ▶		% of advance payment accepted ▶
	Place of signature ▶	In	Place of signature ▶ In
	Date of signature ▶	___ / ___ / ____	Date of signature ▶ ___ / ___ / ____
	Signature ▶		Signature ▶
		PO Number ▶	
		FIMS Number ▶	

INVOICING (This part is reserved for the Council of Europe)	
Invoicing Address ▶	Council of Europe, Avenue de l'Europe, F – 67075 Strasbourg Cedex
<input type="checkbox"/>	The invoice shall indicate prices net fixed amount .
<input type="checkbox"/>	The invoice shall be established excluding tax .
<input type="checkbox"/>	The invoice shall be established excluding tax , the following shall appear on the pro-forma invoice and on the final invoice: According to Article 2 b) of Directive 2001/115/EC: "Intra-Community service/sale to an exempted organisation: Articles 143 and 151 of Directive 2006/112/EC." The Council of Europe shall provide a VAT exemption certificate to the service provider/supplier with each order. The exemption certificate should be retained by the Provider/Supplier and presented to the relevant tax authorities to justify tax-free invoicing. In case the Council of Europe is not in a position to provide the said certificate, the invoice shall be established including all taxes.
<input type="checkbox"/>	The invoice shall be established including all taxes . The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'including all taxes'. For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / sie.entreprises-etrangeres@dgfip.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00
<input type="checkbox"/>	The invoice shall be established including all taxes (French VAT at the applicable rate). Providers/suppliers are required to register for VAT purposes at the VAT Mini One Stop Shop (VAT MOSS) of their choice. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'including all taxes'. The invoice shall also stipulate the following statement: "French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country] under the MOSS identification number [No. XX]".
Comments	
The Provider shall invoice the Council as indicated above. For any question, please contact the contact point of this contract. For aspects other than VAT, the invoice shall conform to the applicable legislation. Unless agreed otherwise between the parties, the invoice shall be in the currency specified in the table of fees (See Section A).	

C. Legal Conditions

ARTICLE 1 – GENERAL PROVISIONS

- 1.1 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide the list of Deliverables reproduced in the Terms of reference (see Section A above) related to the present contract and in the tender submitted by the Provider.
- 1.2 The present contract is composed, by order of precedence, of:
 - a) the Act of Engagement, in its entirety (cover page, Sections A and B and the present Legal Conditions).
- 1.3 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.
- 1.4 For the purposes of this Contract:
 - a) "Contract" shall refer to the documents described in 1.2, above;
 - b) "Council" shall mean the Council of Europe;
 - c) "Deliverables" shall mean the services or goods as described in the Terms of reference;
 - 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 – DURATION

The contract is concluded until complete execution of the obligations of the parties and takes effect as from the date of its signature by both parties. The services shall be executed in accordance with the timeframe indicated in the Terms of reference or, by default, as agreed in any prior correspondence.

ARTICLE 3 – OBLIGATIONS OF THE PROVIDER

3.1 General obligations

- 3.1.1. The Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract in order to provide the Deliverables, with due respect for the Council of Europe's needs and constraints, as contractually defined.
- 3.1.2. The Provider recognises that it is subject to a general obligation to provide advice, including, but not limited to, an obligation to provide any relevant information or recommendations to the Council. In this context, the Provider shall supply to the Council all the advice, warnings and recommendations necessary particularly in terms of quality of Deliverables, security and compliance with professional standards. The Provider also undertakes to inform the Council as soon as it becomes aware, during the execution of the Contract, of any initiatives and/or adopted laws and regulations, policies, strategies or action plans or any other development related to the object of the Contract.

3.2 Intellectual services

- 3.2.1. The provisions of Articles 3.2.2 to 3.2.10 shall apply insofar as the contract concerns the provision of intellectual services.
- 3.2.2. Unless agreed otherwise by the Parties, any written documents prepared by the Provider under the contract shall be written in English and produced on a word processing file. In case the Parties agree that a written document shall be prepared in a language other than English or French, a summary in English or French shall be included in the said document.
- 3.2.3. Unless agreed otherwise by the Parties, all written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.
- 3.2.4. The Provider guarantees that the Deliverables conform to the highest academic standards.
- 3.2.5. The Provider cedes irrevocably and exclusively to the Council throughout the entire world and for the entire period of copyright protection, all rights on the Deliverable(s) produced as a result of the execution of the present contract. 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 said Deliverables, or any part thereof.
- 3.2.6. The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.
- 3.2.7. The Provider guarantees that use by the Council of the Deliverable(s) produced as a result of the execution of the present contract will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement; the Provider will compensate it in full for any damage it may suffer in consequence.
- 3.2.8. Notwithstanding the provision in Article 3.2.5 above, the Council may, on prior application by the Provider, authorise the Provider to use the Deliverable(s) referred to above. When giving the Provider such authority, the Council will inform the Provider of any conditions to which such use may be subject.
- 3.2.9. Any intellectual property rights of the Provider over methods, knowledge and information which are in existence at the date of the conclusion of the Contract and which are comprised in or necessary for or arising from the performance of the Contract shall remain the property of the Provider. However, in consideration of the fees payable pursuant to the Contract the Provider hereby grants the Council a non-exclusive and free licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for the use of such methods, knowledge and information insofar as they are an integral part of the Deliverable(s).
- 3.2.10. If the Deliverable(s) result(s) in the provision of a training session, and provided the training materials are not the property of the Council, the Provider shall grant the participants in the training a non-exclusive licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for their own professional use of those training materials.

3.3 Health and social insurance of the Provider or its employees

The Provider shall undertake all necessary measures to arrange for health and social insurance during the entire contract. The Provider 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.

3.4 Fiscal obligations

The Provider undertakes to inform the Council about any change of its status with regard to VAT, to observe all applicable rules and to comply with its fiscal obligations in:

- a) submitting a request for payment, or an invoice, to the Council in conformity with the applicable legislation;
- b) declaring all fees received from the Council for tax purposes as required in his/her/its country of fiscal residence.

3.5 Loyalty and confidentiality

- 3.5.1. In the performance of the present contract, the Provider will not seek or accept instructions from any government or any authority external to the Council. The Provider undertakes to comply with the Council's directives for the completion of the Deliverables and to refrain from any word or act that may be construed as committing the Council.
- 3.5.2. The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any matters or data that have been or are to be recorded that come to the Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Council, the Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Council any information which has not been made public and which has come to the Provider's notice as a result of dealings with the Council. Nor shall the Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

3.6 Disclosure of the terms of the contract

- 3.6.1. The Provider 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 Provider 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 Provider and amount of the contract/project.
- 3.6.2. Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Provider.

3.7 Use of the Council of Europe's name

The Provider shall not use the Council's name, flag or logo without prior authorisation of the Council.

3.8 Data Protection

- 3.8.1. Without prejudice to the other provisions of this contract, the Parties undertake, in the execution of this contract, to comply at all times with the legislation applicable to each of them concerning the processing of personal data.
- 3.8.2. Where the Provider, pursuant to its obligations under this contract, processes personal data on behalf of the Council, it shall:
 - i. Process personal data only in accordance with written instructions from the Council;
 - ii. Process personal data only to the extent and in such manner as is necessary for the execution of the contract, or as otherwise notified by the Council;
 - iii. Implement appropriate technological measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected;
 - iv. Take reasonable steps to ensure the reliability of the Provider's employees having access to the personal data and to ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and thus agree to comply with the data protection obligations set out in this contract;
 - v. Obtain written consent from the Council prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Council chooses to authorise subcontracting, the same data protection obligations as set out in this contract shall be imposed on the subcontractor by way of a contract. The Provider shall remain fully liable to the Council for the performance of that subcontractor's obligations.
 - vi. Notify the Council within five working days if it receives:
 - a. a request from a data subject to have access (including rectification, deletion and objection) to that person's personal data; or
 - b. a complaint or request related to the Council's obligations to comply with the data protection requirements.
 - vii. Provide the Council with full assistance in relation to any such request or complaint and assist the Council to fulfil its obligation to respond to the requests for rectification, deletion and objection, to provide information on data processing to data subjects and to notify personal data breaches;
 - viii. Allow for and contribute to checks and audits, including inspections, conducted or mandated by the Council or by any authorised third auditing person. The Provider shall immediately inform the Council of any audit not conducted or mandated by the Council;
 - ix. Not process nor transfer personal data outside the jurisdiction of a Council of Europe Member State without the prior authorisation of the Council and provided that an adequate level of protection is guaranteed by law or by ad hoc or approved standardised safeguards (such as binding corporate rules) in the jurisdiction of the recipient;
 - x. Make available to the Council all information necessary to demonstrate compliance with the obligations under the contract in connection with the processing of personal data and the rights of data subjects;
 - xi. Upon the Council's request, delete or return to the Council all personal data and any existing copies, unless the applicable law requires storage of the personal data.

3.9 Parallel Activities

Where the Provider is a natural person who is employed in parallel to this Contract, they hereby confirm that they:

- a) have been granted approval from their employer to perform paid services for the Council under this Contract, and/or
- b) have been granted leave during the performance of their obligations under this Contract.

3.10 Other obligations

- 3.10.1. In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Council.
- 3.10.2. The provider undertakes to respect and apply the Council of Europe Child Safeguarding Policy and ensure, in particular, that all participants involved in the implementation of the project respect and act in compliance with the Policy (*see Appendix*).
- 3.10.3. The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider.
- 3.10.4. Nothing in this contract may be construed as conferring on the Provider the capacity of a Council of Europe staff member or employee.

ARTICLE 4 – FEES, EXPENSES AND MODE OF PAYMENT

4.1 Fees

- 4.1.1. In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the fees as indicated in their offer, in the currency specified in the Table of fees.
- 4.1.2. Amounts are final and not subject to review.

4.2 VAT

- 4.2.1. Should the Provider not be subject to VAT, the amount invoiced shall be net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 4.2.2 to 4.2.5.
- 4.2.2. Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive.
- 4.2.3. Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Council will provide the Provider with an exemption certificate prior to the signature of the contract. The exemption certificate sent by the Council of Europe should be retained by the Provider and presented to the relevant tax authorities to justify tax-free invoicing. In accordance with Article 2 b) of Council Directive 2001/115/EC, the following should be stated in the invoice: "*Intra-Community sale/service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC*" and should indicate the final total amount excluding VAT. In case the CoE will not be in a position to provide the said certificate, the Council will pay the invoice with VAT included.
- 4.2.4. Should the deliverables be taxable in a non-EU country, the amount invoiced will not include VAT if the local (national) legislation allows for it, or if the Council of Europe enjoys tax exemption through other means in the country concerned. Otherwise, it shall include VAT.
- 4.2.5. For the provision of "online services", should the Provider be established either in an EU country (other than France) or in a non-EU country, the invoiced amount shall include French VAT at the applicable rate. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'all tax included'. The invoice shall also stipulate the following statement: "*Intra-community sale/service: French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country]*".

4.3 Invoicing and payment

- 4.3.1. Upon acceptance of the deliverable[s] by the Council, the Provider shall submit an invoice or a request for payment in triplicate and in the currency specified in the Table of fees, in conformity with the applicable legislation.
- 4.3.2. Before accepting the Deliverable(s), the Council reserves the right to ask the Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.
- 4.3.3. In the case of event organisation, the Provider shall in any case submit any document that proves that the event took place, including but not limited to an attendance sheet broken down into half days specifying the location, date(s) and time(s) of the event(s) or activity(ies), to be individually signed by each participant and the Provider.
- 4.3.4. The payment for the Deliverables to be paid by the Council shall be made within 60 calendar days of submission of the invoice described in Article 4.3.1, subject to the submission of the Deliverable(s) described in the Terms of reference and its/their acceptance by the Council.
- 4.3.5. In cases where an advance payment is foreseen, it shall be paid within 60 calendar days upon signature of the contract.

4.4 Other expenses

- 4.4.1. In the event of the Provider being required to travel for the purposes of the contract, and provided the Terms of reference do not stipulate that the fees already include travel and subsistence expenses, the Council undertakes, subject to its prior agreement, to reimburse travel and subsistence allowances in compliance with the Council's applicable Rules.²
- 4.4.2. Travel expenses referred to under 4.4.1 will be reimbursed on the basis of the rail fare (first class) or air fare (tourist class) upon presentation of an invoice on the letterhead of the relevant vouchers. Subsistence expenses (including travel expenses within the locality visited) will be reimbursed at the applicable daily rate.
- 4.4.3. In the event of the Provider being required to travel for the purposes of the contract, the duration of the Provider's travel and stays will be covered by an insurance policy with the insurers CHARTIS (Policy No. 2.004.761). A telephone helpline is available in case of emergency (+ 32 (0)3 253 69 16). The said insurance will cover specific risks related to travel and stay of the Provider (including medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions). The insurance policy does not cover persons over 75 years of age.

² CM/Del/Dec(2010)1089/11.3 appendix 9

https://search.coe.int/intranet/Pages/result_details.aspx?ObjectId=09000016805ceb14

ARTICLE 5 - BREACH OF CONTRACT

- 5.1. In the event that the Provider 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 6 below, or the Deliverables 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 Provider the amounts referred to in Article 4.1 above.
- 5.2. In the cases described in paragraph 5.1 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. In case of partial termination, the obligations of the parties shall endure for all deliverables which are not subject of the notification of termination.
- 5.3. 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 Provider regarding the outstanding sums to be paid.

ARTICLE 6 - MODIFICATIONS

- 6.1. 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 provided it is done using the contact details specified in Article 8.
- 6.2. 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 the tenderers.
- 6.3. 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.
- 6.4. The Provider may not subcontract all or part of the Deliverables without the written authorisation of the Council.

ARTICLE 7 - CASE OF FORCE MAJEURE

- 7.1. 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 Provider to cancel the contract.
- 7.2. 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 8 - COMMUNICATION BETWEEN THE PARTIES

- 8.1. The Contact point within the Council of Europe is indicated on the cover page of the Act of Engagement (See page 1 above).
- 8.2. The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).
- 8.3. Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.
- 8.4. Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraphs 1 and 2 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraphs 1 and 2 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.
- 8.5. Mail sent to the Council using the postal services is considered to have been received by the Council on the date on which it is registered by the department identified in paragraph 1 above.
- 8.6. Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

ARTICLE 9 –ACCEPTANCE

The provision of Deliverables referred to in this contract shall be the subject of a written acceptance procedure. If acceptance is refused, the Council shall inform the Provider accordingly, giving reasons, and may 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 10 – CHANGES IN THE PROVIDER'S SITUATION OR STANDING

- 10.1. The Provider shall inform the Council without delay of any changes in their address or legal domicile or in the address or legal domicile of the person who may represent them.
- 10.2. The Provider shall also inform the Council without delay:
 - a) if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
 - b) where the Provider is a consortium or similar entity, if there is a change in membership or partnership.
 - c) if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
 - d) if they 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 not subject to a procedure of the same kind;
 - e) if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;
 - f) If they 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 legal domicile;
 - g) If they are or are likely to be in a situation of conflict of interests.

ARTICLE 11 - DISPUTES

- 11.1. Any dispute regarding this Contract shall - failing a friendly settlement between the Parties - be submitted to arbitration.
- 11.2. 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.
- 11.3. 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

ARTICLE 12 - ADDRESSES AND BANK DETAILS OF THE PARTIES

The bank details of the Provider are indicated in the Act of Engagement. The bank details of the Council of Europe are the following:

Bank address: F-67075 Strasbourg Cedex, France

Bank name: Société Générale Strasbourg

Code IBAN: FR76 30003 02360 001500 1718672

SWIFT Code: SOGEFRPP

APPENDIX – CHILD SAFEGUARDING POLICY

Last update: February 2019

Note: Bearing in mind the potential impact of the child safeguarding policy on the Council of Europe rules, regulations and internal procedures, this policy has been reviewed by the Directorate of Legal Advice and Public International Law (DLAPIL) and the Directorate General of Administration (DGA).

1. Policy commitment

1. Children in Council of Europe member States are entitled to enjoy the full range of human rights enshrined in the United Nations Convention on the Rights of the Child (UNCRC), the Convention for the Protection of Human Rights and Fundamental Freedoms (ECHR), the European Social Charter, and other international human rights standards.

2. The UNCRC requires States to take all appropriate legislative, administrative, social and educational measures to protect children from all forms of physical or mental violence, injury or abuse, neglect or negligent treatment, maltreatment or exploitation, including sexual abuse (Article 19). The ECHR, the European Social Charter and other Council of Europe treaties guarantee children's right to protection from harm, violence, exploitation and abuse. On the basis of Article 14 of the ECHR, the rights of children shall be secured without discrimination on any ground such as sex, race, colour, language, religion, political or other opinion, national or social origin, association with a national minority, property, birth or other status. The Council of Europe Convention on the Protection of Children against Sexual Exploitation and Sexual Abuse (Lanzarote Convention) and the Council of Europe Convention on Preventing and Combatting Violence against Women and Domestic Violence (the Istanbul Convention) introduce measures to ensure that children are protected against sexual exploitation, sexual abuse and violence.

3. The Council of Europe is committed to protecting children from harm and ensuring that children's right to protection is fully realised. Since 2006, the programme "Building a Europe for and with Children" has striven to protect and promote the rights of the child in the Council of Europe member States. The [Council of Europe Strategy for the Rights of the Child \(2016-2021\)](#) calls on States to uphold the human rights of children by protecting them from all forms of violence and discrimination, respecting their right to education and encouraging child participation.

4. The Children's Rights Division of the Council of Europe is committed to conducting its projects, programmes and other interventions in full compliance with the rights of the child. This includes taking measures to protect children from harm.

5. Although the staff of the Children's Rights Division rarely comes directly in contact with children, it is anticipated that children will become increasingly involved in some of the Division's projects and activities since one of the Council of Europe's aims is to promote the right of the child to participate. Moreover, Council of Europe experts, consultants and grantees, may also participate in such activities. Risks of harm can arise when individuals involved in these activities are in direct contact with children or used as intermediates to represent children, work and communicate with them. Further risks in the context of child participation include breaching anonymity of children in reports and other publications, portraying them in a manner that does not respect their dignity or overlooking their right to an informed consent.

6. In addition to risks that arise due to direct contact with children, Council of Europe policies and other interventions are likely to have an impact on the lives of children and the way professionals and other adults act around them. The Council of Europe programme "Building a Europe for and with children" aims to mainstream children's rights in the preparation, implementation and evaluation of standards and policies across the Organisation.

7. A number of internal rules and regulations of the Council of Europe already oblige staff members of the Organisation to base their work-related conduct on a set of ethical values. These rules and regulations equally apply to the work of the Children's Rights Division in the course of their project activities for or involving children:

- The Charter on professional ethics of 15 July 2005³ determines independence, integrity, respect and accountability as core values for the professional conduct of staff members and further includes guidance on behavior outside the working environment. Staff members should thereby refrain from any act that is contrary to the principles enshrined in the Statute of the Council of Europe or is likely to tarnish the Organisation's image or undermine the dignity or integrity of their post. Furthermore, staff members are expected to strictly observe the law and honour their private obligations. If they break the law, they should not attempt to take advantage of the immunity attached to their post in order to shirk their responsibilities;

- According to Article 19 of the General Agreement on Privileges and Immunities of the Council of Europe (ETS No. 2) the Secretary General has the right and the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice;

- On taking up their duties, staff members undertake, through a solemn declaration in the presence of the Secretary General or his representative pursuant to Article 25 of the Staff Regulations, to carry out the duties entrusted to them loyally and conscientiously, respecting the confidence placed in them and to refrain from any action which might reflect upon their position as a member of the staff of the Council of Europe or which might be prejudicial morally or materially to the Council of Europe;

- Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe declares the fight against harassment as one of the priority internal-policies of the Organisation. The right to effective protection against harassment as stipulated under the Rule does not only apply to staff members but also to persons who participate in the Organisation's activities, wherever they may be held.

8. The internal regulations of the Council of Europe therefore already contain prohibitions on actions which may risk direct harm to children. Reporting procedures are in place to ensure that allegations of a breach of these obligations are investigated and that any staff member found to have failed to abide by these obligations, or any obligation imposed by the law of the host country, is dealt with appropriately.

³ Charter on professional ethics of 15 July 2005. Available at: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1146297&direct=true>

9. In view of the importance of protecting children from potential harm as well as the increase in Council of Europe projects and programmes for or involving children, it is considered relevant to supplement the abovementioned obligations by the present child safeguarding policy containing a set of guidelines and good practices for the implementation of project activities by the Children's Rights Division.

2. Aim and scope of the policy

10. The aim of this child safeguarding policy is to:

- include safeguards when implementing activities for or involving children to promote full respect of their rights and pursuit of their best interest;
- prevent and minimise the risk of harm that may be caused to children as a result of actions or neglect by staff, experts and third parties hired, appointed or contracted by the Children's Rights Division;
- ensure good practice when using the media, including social media.

11. The child safeguarding policy draws on key European and international legally binding instruments as well as relevant Council of Europe policies, recommendations and guidelines⁴.

12. The policy applies directly to all staff of the Children's Rights Division, whether permanent, temporary, seconded or interns, who shall, by appropriate means, make experts and contracted third parties who perform tasks under projects, programmes or other activities of the Children's Rights Division of the Council of Europe that include child participation and have or may have an impact on the rights of the child, aware of the policy. Contracts and grant agreements with third parties concerning activities that include child participation and have an impact on the rights of the child are only concluded with parties that agree to abide by the policy.

3. Definitions

13. For the purposes of this child safeguarding policy, the following definitions apply.

⁴ United Nations Convention on the Rights of the Child (UNCRC), 1989; Convention for the Protection of Human Rights and Fundamental Freedoms (ECHR), ETS No. 5, 1950; European Social Charter (revised), ETS No. 163, 1996; Convention for the Protection of Individuals with regard to Automatic Processing of Personal Data, ETS No. 108, 1981; Council of Europe Convention on Action against Trafficking in Human Beings, CETS No. 197, 2005; Council of Europe Convention on the Protection of Children against Sexual Exploitation and Sexual Abuse (Lanzarote Convention), CETS No. 201, 2007; Council of Europe Convention on preventing and combating violence against women and domestic violence (Istanbul Convention), CETS No. 210, 2011; Council of Europe Strategy for the Rights of the Child (2016-2021); Parliamentary Assembly Resolution 1980 (2014) on increasing the reporting of suspected sexual abuse of children; Recommendation CM/Rec (2011)12 of the Committee of Ministers to member States on children's rights and social services friendly to children and families; Recommendation CM/Rec(2012)2 of the Committee of Ministers to member States on the participation of children and young people under the age of 18; The Council of Europe Policy Guidelines on integrated national strategies for the protection of children from violence (2009); Guidelines of the Committee of Ministers of the Council of Europe on child-friendly justice (2010); Council of Europe Guidelines on child-friendly health care (2011).

Child:

14. Based on Article 1 of the UNCRC⁵ and Article 3 of the Lanzarote Convention⁶, a child means any person below the age of eighteen years.

Child safeguarding:

15. Child safeguarding means to take appropriate measures to ensure that staff, experts, contracted third parties, operations, projects and programmes do no harm to children and promote their best interest. This means that children are not exposed to the risk of harm and abuse and that any concerns the Children's Rights Division of the Council of Europe has about children's safety are reported to the appropriate authorities.

16. Child safeguarding includes both **preventive** actions to minimise the risks of harm occurring, and **responsive** actions to ensure that incidents which may happen are appropriately handled.

Child abuse:

17. For the purposes of this policy, child abuse consists of anything which individuals, organisations or processes do or fail to do which directly or indirectly harms children or damages their prospects of safe and healthy development. Child abuse can be physical, sexual and/or emotional in nature.

18. **Physical abuse** is characterised as actual or potential physical harm perpetrated by another person, adult or child. It can involve hitting, shaking, poisoning, drowning and burning. **Emotional abuse** can be characterised as persistent emotional maltreatment that impacts on a child's emotional development. Emotionally abusive acts can include restriction of movement, degrading, humiliating, bullying (including cyber-bullying), threatening, scaring, discriminating, ridiculing and other non-physical forms of hostile and rejecting treatment.

19. **Neglect and negligent treatment**, depending on the context, resources and circumstances, may also be considered as child abuse, if it is likely to result in serious impairment of a child's healthy physical, spiritual, moral and mental development.

Child sexual abuse and sexual exploitation:

20. According to the Lanzarote Convention of the Council of Europe, **sexual abuse** of a child is when an adult engages in sexual activities with a child who, according to the relevant provisions of national law, has not reached the legal age for sexual activities. It also includes engaging in sexual activities with a child, whatever his or her age, where:

- use is made of coercion, force or threats; or
- abuse is made of a recognised position of trust, authority or influence over the child, including within the family; or
- abuse is made of a particularly vulnerable situation of the child, notably because of a mental or physical disability or a situation of dependence.

⁵ United Nations Convention on the Rights of the Child (UNCRC), 1989. Available at: <http://www.ohchr.org/EN/ProfessionalInterest/Pages/CRC.aspx>

⁶ Council of Europe Convention on the Protection of Children against Sexual Exploitation and Sexual Abuse (Lanzarote Convention), 2007. Available at: <https://rm.coe.int/168046e1e1>

21. Child **sexual exploitation** includes offences regarding child prostitution, child pornography, participation of a child in pornographic performances, corruption of children (causing a child to witness sexual abuse or sexual activities, even without having to participate) and solicitation of children for sexual purposes through information and communication technologies.

22. Aiding or abetting the commission of any of the aforementioned offences as well as attempts to commit said offences are included in this definition.⁷

Staff of the Children's Rights Division:

23. For the purposes of this policy, staff of the Children's Rights Division refers to permanent and temporary staff contracted in accordance with the Council of Europe Staff Regulations⁸ as well as seconded officials (see below), and interns, who work for the Children's Rights Division.

Experts:

24. Experts are considered as member States' representatives on Committees of Experts; members of Committees set up under Council of Europe conventions.

Contracted third parties:

25. By contracted third party is understood any organisation or institution, public or non-public, commercial or non-profitable, or any person with whom the Council of Europe may enter into a service contract or a grant agreement.⁹

4. Key principles

26. Children in Council of Europe member States are entitled to enjoy the full range of human rights safeguarded by the ECHR, the European Social Charter, the UNCRC and other international human rights instruments. These include civil, political, economic, social and cultural rights. The work of the Children's Rights Division is based on the UNCRC, the Council of Europe Strategy for the Rights of the Child (2016-2021) as well as making use, where applicable, of the preventive and protective measures outlined in the Lanzarote and Istanbul Conventions.

27. In its work the Children's Rights Division respects the following general principles:

1) Non-discrimination:

The rights of the child apply to all children without discrimination of any kind, irrespective of the child's or his or her parent's or legal guardian's race, colour, sex, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth, sexual orientation, gender identity, or other status.

⁷ Council of Europe Convention on the Protection of Children against Sexual Exploitation and Sexual Abuse (Lanzarote Convention), 2007 (Articles 18-24). Available at: <https://rm.coe.int/168046e1e1>

⁸ Staff Regulations – Current version in force from 1 January 2017. Available at: [https://wcd.coe.int/ViewDoc.jsp?p=&Ref=COMP/CM/Res\(2007\)1&Language=lanEnglish&Ver=original&Site=COE&BackColorInternet=99CCFF&BackColorIntranet=99CCFF&BackColorLogged=99CCCC&direct=true](https://wcd.coe.int/ViewDoc.jsp?p=&Ref=COMP/CM/Res(2007)1&Language=lanEnglish&Ver=original&Site=COE&BackColorInternet=99CCFF&BackColorIntranet=99CCFF&BackColorLogged=99CCCC&direct=true)

⁹ Instruction No. 59 of 21 December 2007 on consultants' contracts. Available at: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1231395&Site=DGAL-Handbook&BackColorInternet=DBDCF2&BackColorIntranet=FDC864&BackColorLogged=FDC864&direct=true>

2) Best interests of the child:

In all actions concerning children, the best interests of the child shall be a primary consideration.

3) Right to life and development:

Children have an inherent right to life and to protection from violence and suicide. Development should be interpreted in its broadest sense, embracing the child's physical, mental, spiritual, moral, psychological and social development.

4) The right to be heard:

Involving children in decision-making at individual, family, organisation and policy level in society is key to realising their rights. Children should be empowered to understand and enjoy their rights. They should be made aware of what is acceptable and what is not and what they can do if there is a problem or a concern.

5) Do no harm principle:

In line with the International Child Safeguarding Standards¹⁰, the "do no harm" principle refers to minimising any harm that may be caused inadvertently as a result of activities of the Children's Rights Division.

6) Transparency and accountability:

Transparency and accountability are essential to ensure that poor practice can be addressed appropriately, potentially abusive behaviour challenged and best practice promoted.

7) Data protection:

All processing of personal data of children, including in communication and media activities, should be conducted in line with the Regulation outlining a data protection system for personal data files in the Council of Europe (CM(89)70) of 20 March 1989.

5. Guidelines for conduct

28. The staff of the Children's Rights Division should ensure that all individuals involved in activities with children sign a commitment to adhere to the principles and procedures outlined in this policy. In particular, all individuals participating in Council of Europe activities involving children should take note of the following guidelines for conduct.

a. Code of conduct for individuals involved in Council of Europe activities

29. Individuals participating in activities involving or concerning children **should:**

- Comply with all relevant laws concerning the protection of children in the country where the activity takes place;
- Have full regard to the principles outlined in this policy;
- Inform children of their rights in a way they can understand, including by identifying the person, authority or service where to seek advice/complain in case of problem;

¹⁰ Child Safeguarding Standards and how to implement them, Keeping Children Safe (2014). Available at www.keepingchildrensafe.org.uk

- Be careful about perception and appearance in their language, actions and relationships with children; their behaviour should demonstrate respect for children and their rights;
- Ensure that all physical contact with children is appropriate in the given local contexts;
- Use positive, non-violent methods to manage children's behaviour;
- Where possible and practical, follow the 'two-adult' rule, wherein two or more adults supervise all activities that involve children, and are visible and present at all times;
- Talk to children about their contact with staff or others and encourage them to raise any concerns;
- Take appropriate action as required where they become aware or suspect that a child has experienced or is experiencing abuse (see section 6);
- Comply with child protection related investigations (internal and external) and take steps to make available any documentary or other information necessary for the completion of the investigation.

30. Individuals participating in activities involving or concerning children **should not:**

- Spend excessive time alone with children away from others;
- Take children to their home, especially where they will be alone with them;
- Use any physical forms of punishment on a child;
- Discriminate against, show different treatment toward, or favour particular children to the exclusion of others;
- Expose children to hazardous work;
- Stigmatise children (for example, based on gender, race, ability, class, or another factor);
- Ignore a situation where a child is experiencing or is at risk of harm; they should take appropriate action (see section 6);
- Violate children's other rights (for example, their right to privacy, to information and to participate in decisions concerning them).

b. Guidelines for using images and stories about children

31. When developing and using photos or videos featuring children involved in the activities of the Children's Rights Division, the following principles should be respected:

- **Informed consent:** Permission should always be sought from the children themselves before taking images. To the greatest extent possible, the organisation should acquire informed consent of the child, the child's guardian, and/or the institution responsible for the child, before using any photo or video for publicity, fundraising, awareness raising, or any other purpose. The purpose should be made clear to the consent giver.
- **Privacy:** Personal and physical information that could be used to identify the location of a child within a country and cause them to be put at risk should not be used in any form of communication for general or public purposes. Geotagging of images should be disabled when taking photographs.
- **Security:** Information about children's lives and images of children (including information stored on a computer) should be kept in secure files. Access to these should be limited to those who need to use them during the course of their work.
- **Portrayal:** Images of children should portray the children in a dignified and respectful way. The image should not shame or embarrass a child and should be presented in context.

32. Different countries may have specific laws or cultural norms, which should be understood and adhered to as appropriate.

c. Guidelines for child participation in cooperation projects and programmes

33. The Project Management Methodology (PMM) at the Council of Europe follows a human rights approach of which participation, including child participation, is one of the guiding principles.¹¹ For child participation to be meaningful, the specific needs of children should be taken into account and accommodated for to the extent possible throughout the project's life cycle (five distinct phases of initiating, planning, implementing, closing and evaluating a project).¹²

34. For projects coordinated and implemented by the Council of Europe which involve or concern children, the **principle of "do no harm"** should apply throughout the project cycle. Special attention should be paid to the particularly vulnerable groups of children (e.g. children with disabilities, children living in poverty, children in care, Roma children, children on the move or otherwise affected by migration, and children from minorities).

Initiating a project

35. Meaningful participation starts at consultation of the project concept. As part of the stakeholder identification, the possibility of child participation and the form in which it would be conducted should be considered during the initiation phase of a project.

36. When inviting children to participate in a project, they should be provided with full, accessible, diversity-sensitive and age-appropriate information about their right to express their views freely and to have their views given due weight. They should be informed on how this participation will take place, its scope, purpose and potential impact. Children should never be coerced into expressing views against their wishes and they should be informed that they can cease involvement at any stage.

37. From the perspective of child safeguarding, potential risk situations during the initiating phase include the needs assessment stage, as it usually involves consultations with project stakeholders, including children. Needs assessment for projects and programmes of the Children's Rights Division are generally conducted by staff of the Division, or by contracted third parties.

Planning a project

38. The stakeholder engagement plan should include a section on child participation, where it is outlined how the chosen form of participation will benefit the goals of the project. The children's interest and investment in the project should be considered based on their potential or actual vulnerability. The methods of engagement and stage of involvement of children throughout the project should be outlined.

¹¹ The guiding principles of the human rights approach of the Council of Europe Project Management Methodology (2016) are the CoE acquis overall, the principle of equality and non-discrimination, participation and aim for long-term partnerships. Please consult the CoE PMM for more details, available at: <https://www.coe.int/web/project-management-methodology>.

¹² The project cycle as well as the seven processes that accompany it is described in more detail in the Council of Europe Project Management Methodology (2016).

39. Participation should be inclusive, avoid existing patterns of discrimination, and encourage opportunities for marginalised children, to be involved. Children are not a homogenous group and participation should provide for equality of opportunity for all, without discrimination on any grounds. Programmes should also ensure that they are culturally sensitive to children from all communities.

40. Potential risk situations during the planning phase are linked to communication with children. This is generally done through intermediary organisations that represent the interests of children or organisations run by children. Risk assessment with regard to child safeguarding must be included in the planning phase of any project involving children.

Implementing a project

41. Environments and working methods should be adapted to children's evolving capacities. Adequate time and resources should be made available to ensure that children are adequately prepared and have the confidence and opportunity to contribute their views. Consideration should be given to the fact that children will need differing levels of support and forms of involvement according to their age and evolving capacities. All individuals involved in project activities should be made aware of the code of conduct under section 5.a. in order to protect children from potential harm.

42. Potential risk situations during the implementing phase include direct interaction with children when they are participating in the project activities. Local organisations representing the interest of children, project staff, as well as contracted third parties charged with implementing or participating in the project activities are key groups involved.

Involving third parties

43. Projects may include activities where specific tasks are performed by third parties, either through service contracts or grant agreements. Specific risks are involved in the contracting of third parties and, therefore, staff of the Children's Rights Division should adopt preventive measures to minimise any risk.

44. Service contracts should include terms of reference that clearly define the obligations of the consultant with regard to safeguarding of children in the performance of the contract. The selection criteria should be tailored to minimise the risk of harm to children, for example, by requiring relevant qualifications for specific situations. Proof of any pertinent certificates and experience should be required from any consultants who are chosen to implement activities on behalf of the Council of Europe.

45. Grant procedures should ensure that the grant applicant is adequately qualified to implement the activities which it proposes before any agreement is made to provide funding. Information on any child safeguarding policy which may have been put in place by the beneficiary should be requested in order to enable an assessment of the risks of harm involved in any proposed project. Where risks are identified, specific measures should be taken to mitigate them throughout the granting phase, implementation period and the reporting phase.

46. When risks are assessed as important, project managers may request individuals involved in such activities to provide their criminal record.

47. All project managers should, to the extent possible, take measures to ascertain the good character of adults coming in contact with children in the context of activities.

Closing a project

48. The experiences with child participation should be part of the documentation of lessons learned during the project.

49. Progress reports and the final project report should include information on the results of the child participation and how it impacted on the outcomes of the project.

50. Children should be informed as to how their views have been interpreted and used and, where necessary, provided with the opportunity to challenge and influence the analysis of the findings. Children are also entitled to be provided with clear feedback on how their participation has influenced any outcomes. Wherever appropriate, children should be given the opportunity to participate in follow-up processes or activities. Monitoring and evaluation of children's participation should be undertaken, where possible, with children themselves.

51. As above, potential risk areas include communication and direct interaction with children.

Evaluating a project

52. The final evaluation report should contain information on how the child participation was conducted and its impact on the outcomes of the project. The lessons learned should include child safeguarding as a factor of the evaluation.

6. Reporting

53. All individuals covered by this policy should be informed about the steps to take and whom to contact when concerns arise regarding the safeguarding of children.

54. All children involved in project activities should be informed in a child-friendly manner about the child safeguarding policy.

Reporting child safeguarding concerns

55. A child safeguarding report should be made in the following instances:

- a potential case of abuse is observed or suspected;
- a substantiated allegation of abuse is being made;
- a child discloses abuse;
- a breach of the code of conduct under section 5. a. is reported or observed.

56. The reporting process should follow the following steps:

- 1) Inform directly the Head of the Children's Rights Division in writing about concerns with regard to child safeguarding with Project Manager and Head of the local Council of Europe Office (in case of decentralised projects) copied. If a child is in immediate danger, the Project Manager should directly contact the police and/or local child protection services as required by national law, and keep the Head of Division informed.

- 2) The Head of Division/Office provides guidance to the Project Manager and Project Officer. If appropriate, the Head of Division/Office shall inform the Legal Adviser of the Council of Europe who may inform the appropriate national authorities on behalf of the Organisation. The project staff and partners will extend full cooperation with competent national authorities to facilitate investigation, criminal and other proceedings as appropriate.
- 3) Where relevant, the Head of Division/Office informs the Secretary General with a view to taking appropriate action in line with the Staff Regulations (Part VI: Discipline; Appendix X: Regulations on Disciplinary Proceedings) in case of staff members or the procedures set out in the rules applicable to contracted third parties.
- 4) The identity of a person reporting information or cooperating with the investigation shall not be disclosed, unless expressly authorised by him or her, or where the conduct of a fair procedure so requires.

7. Misconduct

Misconduct by staff members of the Children's Rights Division

57. All staff members are bound by the charter of Professional Ethics. Any misconduct by staff members of the Children's Rights Division may result in the institution of disciplinary proceedings.

58. Inquiries will be conducted under the procedure laid down in Instruction 51 of 10 June 2006 on internal inquiries¹³.

59. Disciplinary proceedings are conducted based on the rules laid out in the Council of Europe Staff Regulations (Part VI: Discipline; Appendix X: Regulations on Disciplinary Proceedings)¹⁴. These rules apply to staff members, seconded officials¹⁵, temporary staff in France¹⁶ as well as locally recruited temporary staff members working in Council of Europe Duty Stations located outside of France¹⁷.

Misconduct by trainees

60. Trainees are required to observe the relevant principles, rules and values of the Council of Europe (including the protection of human dignity¹⁸), and confidentiality.

¹³ Instruction 51 of 10 June 2006 on internal inquiries. Available at: https://search.coe.int/Pages/result_details.aspx?ObjectId=0900001680781cdd

¹⁴ Staff Regulations – Current version in force from 1 January 2017. Available at: [https://wcd.coe.int/ViewDoc.jsp?p=&Ref=COMP/CM/Res\(2007\)1&Language=lanEnglish&Ver=original&Site=COE&BackColorInternet=99CCFF&BackColorIntranet=99CCFF&BackColorLogged=99CCCC&direct=true](https://wcd.coe.int/ViewDoc.jsp?p=&Ref=COMP/CM/Res(2007)1&Language=lanEnglish&Ver=original&Site=COE&BackColorInternet=99CCFF&BackColorIntranet=99CCFF&BackColorLogged=99CCCC&direct=true)

¹⁵ Resolution Res(2003)5 on Regulations on secondment of international or national, regional or local officials to the Council of Europe. Available at: https://search.coe.int/cm/Pages/result_details.aspx?ObjectId=09000016805deb4a

¹⁶ Rule No. 1232 of 15 December 2005 laying down the conditions of recruitment and employment of temporary staff members in France from 1 January 2006: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1124299&Site=COE&direct=true>

¹⁷ Rule No. 1234 of 15 December 2005 laying down the conditions of recruitment and employment of locally recruited temporary staff members working in Council of Europe Duty Stations located outside of France. Available at: [https://wcd.coe.int/ViewDoc.jsp?p=&Ref=SG/RULE\(2005\)1234&Language=lanEnglish&Ver=original&Site=DGAL-CD&BackColorInternet=DBDCF2&BackColorIntranet=bebd5&BackColorLogged=FFC679&direct=true#P9_209](https://wcd.coe.int/ViewDoc.jsp?p=&Ref=SG/RULE(2005)1234&Language=lanEnglish&Ver=original&Site=DGAL-CD&BackColorInternet=DBDCF2&BackColorIntranet=bebd5&BackColorLogged=FFC679&direct=true#P9_209)

¹⁸ Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe. Available at: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1663919&Site=COE&direct=true>

61. When an activity which they participate in or observe involves or concerns children, trainees shall also be required to observe and comply with the child safeguarding policy. Any misconduct regarding the code of conduct will be examined and appropriate action taken, including the potential termination of the traineeship.

Misconduct by experts

62. Experts who fail to adhere to the code of conduct under section 5.a. should not be allowed to participate in activities involving children.

Misconduct by contracted third parties

63. The Council of Europe will not contract with third parties who fail to adhere to the code of conduct under section 5.a.

64. Any person participating in the Organisation's activities or implementing activities with support from the Organisation, including contracted third parties, are required to observe the relevant principles, rules and values of the Council of Europe (including the protection of human dignity¹⁹), and confidentiality.^{20,21}

65. When an activity which they participate in or implement involves or concerns children, they shall also be required to observe and comply with the child safeguarding policy. This requirement shall be stipulated in the contract or grant agreement. Adherence to the code of conduct will be regarded as a material term of the contract. Any misconduct regarding the code of conduct will be examined and appropriate action taken, including under the provisions applicable to breach of contract.

8. Implementation, monitoring and review of the policy

66. The child safeguarding policy shall apply to all project activities organised by the Children's Rights Division of the Council of Europe as of 1 April 2018. All project activities involving children and/or having an impact on the lives of children will be routinely reviewed to ensure compliance with this policy.

67. The child safeguarding policy will be reviewed regularly. The development and review processes of this policy are closely linked to the on-going development of the Council of Europe's human rights approach in the context of its Project Management Methodology. It provides the overarching basis for projects' cross-cutting aspects such as gender mainstreaming, civil society participation, and inclusion of vulnerable groups, including children.

¹⁹ Rule No. 1292 of 3 September 2010 on the protection of human dignity at the Council of Europe. Available at: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1663919&Site=COE&direct=true>

²⁰ Instruction No. 59 of 21 December 2007 on consultants' contracts: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1231395&Site=DGAL-Handbook&BackColorInternet=DBDCF2&BackColorIntranet=FDC864&BackColorLogged=FDC864&direct=true>

²¹ Instruction No. 60 of 21 December 2007 on outsourcing contracts. Available at: <https://wcd.coe.int/ViewDoc.jsp?p=&id=1231465&Site=DGAL-Handbook&BackColorInternet=DBDCF2&BackColorIntranet=FDC864&BackColorLogged=FDC864&direct=true>