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| Contract No. ► | BH8692-01-19/05/2020 |
| Project ID / Sector ► | PMM ID – 2368/BH-8692  SUPPORTING TRANSPARANCY, INCLUSIVENESS AND INTEGRITY OF ELECTORAL PRACTICE AND PROCESS IN GEORGIA |
| Council of Europe contact point ► | Ms Victoria KOPLATADZE, Project Assistant  Email: victoria.KOPLATADZE@coe.int  Tel: (995)577 76 75 15 |

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**ACT Of ENGAGEMENT**

**(Competitive bidding 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 Europe[[1]](#footnote-2) for the provision of consultancy to design and develop a web platform for an E-learning course: “Election campaign and** **administrative resources - preventing and responding to abuse of administrative resources during electoral processes”, in the framework of the Project “Supporting Transparency, Inclusiveness and Integrity of Electoral Practice and Process in Georgia”.**

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

Providers shall:

1. Fill in the below sections **Contact details** 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, accompanied by all other supporting documents (see Contact point details above).

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Contact details r** | Name and address  ► |  | | |
| Representative  ► |  | | |
| Contact point  ► |  | | |
| VAT n° (if any)  ► |  | | |
| Country and registration n° (if any)  ► |  | | |
| Email (Contact point)  ► |  | | |
| Phone number (Contact point)  ► |  | | |
| **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. **Terms of reference / Table of fees**

The Council of Europe is currently implementing a Project on “Supporting Transparency, Inclusiveness and Integrity of Electoral Practice and Process in Georgia”. The overall objective of the Project is to improve electoral processes in Georgia and bring it closer to European and international standards and best practices on electoral matters. In that context, the Project is looking for a Provider to design and develop a web platform for an E-learning course: “Election campaign and administrative resources - preventing and responding to abuse of administrative resources during electoral processes”.

**BACKGROUND INFORMATION**

In recent years Georgia has achieved a tangible progress towards providing transparency, inclusiveness and integrity of electoral processes, however certain challenges remain. Raising awareness towards preventing and responding to abuse of administrative resources deems to be among priorities in that regard. Current Georgian electoral legislation envisages certain provisions banning misuse of administrative resources during canvassing and election campaign. Despite heard critics, related to necessity of further improvement of the existing legal framework, electoral stakeholders agree that major problems are linked to ineffective enforcement of the law. New digital era has raised new concerns related to abuse of administrative resources and tracking violations via social media. Lack of political culture, information and poor awareness among a larger number of public servants remains a challenge.

To increase awareness with regard to preventing and responding to abuse of administrative resources during electoral processes an E-learning course (an informational training program) - “Election campaign and administrative resources - preventing and responding to abuse of administrative resources during electoral processes” be developed and implemented, in cooperation with the Election Administration of Georgia, the Centre for Electoral Systems Development, Reforms and Training (the Training Centre).

The overall objective of the E-learning course is to raise awareness among public servants (program users) on issues related to participation of public servants in pre-election campaign (canvassing) and respective restrictions aimed at preventing and responding to misuse of administrative resources during electoral processes (domestic legal framework and good practices).

Target group: The E-learning course is designed for individuals employed at public agencies on central and local levels, including an autonomous republic, as well as at legal entities of public law (LEPLs) and entrepreneurial or non-entrepreneurial legal entities established by the State, by an autonomous republic, or a municipality.

**OBJECTIVE AND SCOPE OF THE ASSIGNMENT**

The scope consists of three main components:

1. Course conception, development and deployment
2. Hosting of the e-learning platform
3. Setting up and configuring the e-learning platform
4. Courseware Development
   1. The Provider should design an e-learning course on the basis of the detailed Functional Requirements as described in Appendix I Functional Requirements.
   2. The provider should present the recipient of the system several sketches of the System design considering corporate colours. Based on which, the recipient of the System will select a desirable design.
   3. Certificate
      1. A downloadable and printable certificate is available for users successfully passing the test
5. E-learning platform
   1. The platform should include all software components (software stack) necessary to run the training programme
   2. The platform should be delivered as Platform as a service (PaaS) public cloud service for an initial time period of one year
   3. The e-learning platform should have a capacity of safe operation with at least 50,000-70,000 users during 2 months after the launch of the System, and with at least 5000 users during the following 10 months.
6. Installation and technical support
   1. The complete software stack should be installed on the e-learning platform
   2. Configuration of all components of the platform
   3. Set-Up the system with two user profiles
      1. Admin, who can modify the content of the system and manage users
      2. Users, who registers on the platform to undergo the training programme
   4. All courseware packages developed should be uploaded to the platform and set up the system to make the e-learning programme to be launched
   5. The Provider should familiarise the system recipients with the e-learning system, as well as provide instructions in the area of the utilisation and management of the system
   6. The Provider should create a manual for using the system

Recommendations

Articulate Storyline 360, an e-learning authoring tool, is used for developing most e-learning modules at the Council of Europe. It is preferred that this tool is used rather than a bespoke web development. The Council of Europe is providing a Developer Toolkit <https://vdd.coe.int/>, which defines Norms and Standards as well as providing a set of document templates for deliverables. Graphics standards for web applications can be consulted on the following web-site: <http://static.coe.int/vdd/v1.3/index-site-en.html>

E-learning modules are most conveniently packaged using the Shareable Content Object Reference Model (SCORM) format. The learning modules should be delivered in this format to facilitate the deployment of the modules on the e-learning platform.

Moodle, an Open Source e-learning platform is commonly used for hosting e-learning courses and it is preferred that this platform is used to host the e-learning course.

When delivering, all content created as part of this assignment shall be transferred into the custody of the Council of Europe. This includes all the media (video, audio, pictures and text) as well as the source code for developing the courseware.

**TIMING OF THE ASIGNMENT**

The implementation period of the assignment shall be in accordance with the table of deliverables below. The Provider shall carry out maintenance work and correct detected faults during 12 months after the launch of the web platform.

**PROVIDER’S REPORTING OBLIGATIONS AND FORMATTING**

The Provider shall be obliged to:

1. Agree each issue of the assignment with the designated representatives of the Election Administration of Georgia and the Training Centre (recipient) and the Council of Europe (client) during the working process;

2. Take note of comments made by the client and the recipient and submit feedback on change/ improvement during the working process, if needed;

3. Rectify the errors related to technical problems of the program, if any, within a reasonable timeframe after receiving a written request by e-mail from the recipient, but within no later than 24 hours (based on the complexity of the identified error, a different deadline can be set, subject to the recipient’s consent).

Prices indicated below are final and not subject to review, throughout the duration of the contract.

Prices are indicated in GEL (Georgian Lari) without VAT. For the VAT regime to be mentioned on the invoice(s), please refer to Article 4.2 of the Legal Conditions (See Section C. below).

**For the VAT regime to be mentioned on the invoice, please refer to Section B below.**

Providers shall indicate their proposed fees in the box(es) below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables**  **▼** | **Deadline for**  **delivery ▼** | **Fees**  **▼** | **Exclusion level**  **▼** |
| Design and develop a web platform for the E-learning course: “Election campaign and administrative resources – preventing and responding to abuse of administrative resources during electoral processes” in accordance with requirements and technical specifications set in this Act of Engagement and deliver a brief activity report in English language (including screenshots). | 15 September 2020 |  | 44 187 GEL |
| Develop a guideline for using the system and familiarize the system recipients with it, as well as provide instructions in the area of the utilization and management of the system. | 20 September 2020 |  | 6 798 GEL |
| **TOTAL ►** | |  | **50 985 GEL** |

**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.

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| The Provider shall **fill in this part**, **print the document**, **sign in the last box** below and **send a scan copy of the document in its entirety** 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) ► | Cristian Urse, Head of the Council of Europe Office in Georgia/  Vahagn Muradyan, Deputy Head of the Council of Europe Office in Georgia |
| Provider ► |  |  | % of advance payment accepted ► |  |
| Place of signature ► | In |  | Place of signature ► | In Tbilisi |
| Date of signature ► | \_\_\_ / \_\_\_ / \_\_\_\_\_\_ |  | Date of signature ► | \_\_\_ / \_\_\_ / \_\_\_\_\_\_ |
| Signature  ► |  |  | Signature  ► |  |
|  |  |  |  | PO Number ► |  |
|  |  |  |  | FIMS Number ► |  |

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| --- | --- | --- | --- |
| **Invoicing** (This part is reserved for the Council of Europe) | | | |
| **Invoicing Address** ► | | | **Council of Europe, Avenue de l’Europe, F – 67075 Strasbourg Cedex** |
| ☐ | The invoice shall indicate prices ***net fixed amount.*** | | |
| ☐ | The invoice shall be established ***excluding tax.*** | | |
| ☐ | 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 Provider with each order. The exemption certificate should be retained by the Provider 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. | | |
| ☐ | 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 Tax Authorities: Directorate for non-resident tax / [sie.entreprises-etrangeres@dgfip.finances.gouv.fr](mailto:sie.entreprises-etrangeres@dgfip.finances.gouv.fr) / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00 | | |
| ☐ | The invoice shall be established ***including all taxes*** (French VAT at the applicable rate). Providers 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. 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.
  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).
  3. Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Council.
  4. For the purposes of this Contract:   
     a) “Contract” shall refer to the 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**

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.
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**

1. The provisions of Articles 3.2.2 to 3.2.10 shall apply insofar as the contract concerns the provision of intellectual services.
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. 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.
4. The Provider guarantees that the Deliverables conform to the highest academic standards.
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.
6. The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.
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.
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.
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).
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**

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.
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**

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.
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**

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.
2. Where the Provider, pursuant to its obligations under this contract, processes personal data on behalf of the Council, it shall:
3. Process personal data only in accordance with written instructions from the Council;
4. 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;
5. 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;
6. 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;
7. 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.
8. 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.
9. 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;
10. 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;
11. 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;
12. 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;
13. 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**

1. In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Council.
2. The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider.
3. 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**

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.
2. Amounts are final and not subject to review.

**4.2 VAT**

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.
2. Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive.
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 Council of Europe will not be in a position to provide the said certificate, the Council will pay the invoice with VAT included.
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.
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]*”.
   1. **Invoicing and payment**
6. 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.
7. 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.
8. 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.
9. 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.
10. 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**

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]](#footnote-3)
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.
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.

**Article 5 - Breach of contract**

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.
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.
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**

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.
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.
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.
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**

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.
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**

1. The Contact point within the Council of Europe is indicated on the cover page of the Act of Engagement (see page 1 above).
2. The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).
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.
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.
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.
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**

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.
2. The Provider shall inform also inform the Council without delay:
3. if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
4. where the Provider is a consortium or similar entity, if there is a change in membership or partnership.
5. if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
6. 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;
7. if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;
8. 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;
9. If they are or are likely to be in a situation of conflict of interests.

**Article 11 – Disputes**

1. Any dispute regarding this Contract shall - failing a friendly settlement between the Parties - be submitted to arbitration.
2. The Arbitration Board shall be composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.
3. Alternatively, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.
4. The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.
5. If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide ex aequo et bono having regard to the general principles of law and to commercial usage.
6. The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

**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 I - Functional Requirements

The design of the web-platform for the E-learning course “Election campaign and administrative resources - preventing and responding to abuse of administrative resources during electoral processes” shall cover following activities, in accordance with technical specifications given below:

The goal of developing the System: ensure distant training for the selected target group.

The components of the System: User’s (recipient of knowledge) section; Program management (administrator) section. The first component is designed for introduction of the training program and testing, while the second component is designed for managing the mentioned processes.

The location of publishing the system: Official websites of the Central Election Commission of Georgia (the CEC) and the Centre for Electoral Systems Development, Reforms, and Training (the Training Centre).

Recipient of the System (Program): the CEC and the Training Centre.

*Brief information about the document*

The information provided in the document is divided into two parts. The first part of the document describes user’s side functionality, while the second part describes the System management functionality. Requirements for both parts of the system are divided into relevant chapters. Each chapter contains textual and in a number of cases – visual material. Visual material is only an indicative sample (Not all fields may be shown on the picture).

## User’s part

### “The First Page of the System”

*Brief information about the first page*

Main goals of the First Page of the User’s Section are to ensure:

* User’s entry into the System;
* User’s registration in the System;
* Resetting a user’s password.

*Requirements for the System:*

To meet main goals of the User’s First Page, the following should be included on the first page:

* The welcome text;
* A relevant background;
* Authorization;
* Registration;
* Reset a password.

Let us address each of these in detail.

#### The welcome text

* Text Area
* There is no pre-determined text. The developing and editing of the text shall be managed from the Administrator’s (hereinafter – Admin) panel.

#### Background

* There is no pre-determined background visual for the page. Respectively, the uploading of a background picture (JPG, PNG) and its definition quality range shall be managed from the Admin panel.

### Authorization

#### Logging in the System

To log in the System, a User shall fill out two mandatory fields.

* Field title [User]

Field properties: mandatory; text; Roman type shall be set as default on placing the cursor in the field.

* Field title [Password]

Field properties: mandatory; text; any character can be entered.

* Field title: [Remember me]

Field properties: a checkbox. If the box is checked (activated), the System shall remember User and Password.

There should be a button [Log in] below the fields on the form.

On the click of the button [Log in] the System shall check whether all mandatory fields have been filled out. If any of them has not been completed, a caption “Mandatory” shall appear in red below the field. If all mandatory fields have been filled out, the System shall check whether the information in the fields has been entered correctly.

If the entered information is incorrect, the message with the text “Incorrect data” shall appear. In case a User enters incorrect data several times, the User’s entry into the System shall be blocked for certain time. The specific number of attempts and duration of blocking shall be determined/managed from the Admin panel.

If information has been entered correctly, the main page of the System shall be opened.

Example: Authorization

## 

### Registration

On the First Page, below the button [Log in] there should be the button [Register]. On the click of the button [Register], the registration form shall open. The appearance of certain fields on the registration form shall be managed from the Admin Panel.

#### Registration form

Registration form shall contain the following fields and buttons:

* Field title: [Name]

Field properties: mandatory, text. Georgian font Sylfaen shall be set as default on placing a cursor in the field.

* Field title: [Last name]

Field properties: mandatory, text. Georgian font Sylfaen shall be set as default on placing a cursor in the field.

* Field title [Gender]

Field properties: mandatory, female and male, to be checked. Both may not be checked at the same time.

* Field title [Main category]

Field properties: mandatory, combo box, with a listing. Field listing and its appearance on the form shall be managed from Admin panel.

* Field title [Sub-category]

Field properties: mandatory, combo box, with a listing. Field listing and its appearance on the form shall be managed from the Admin panel.

* Field title [User]

Field properties: mandatory; text (There is no limit for the symbols, numeric characters); Roman type shall be set as default on placing a cursor in the field. The appearance of the field on the form shall be managed from the Admin Panel. Limit: At least 6 and maximum 40 characters should be entered in the User’s Field. Otherwise, a message in red font “enter minimum 6 and maximum 40 characters” shall appear below.

* Field title: [password]

Field parameters: mandatory, manual entry. Restriction: password shall contain minimum 8 characters, including upper case and lower-case symbols, special symbols and number.

* Field title: [Re-enter password]

Field parameters: mandatory, manual entry. The System shall check whether it matches the characters entered in the [Password] field. If it does not match, the caption in red font “Does not match with the data entered in the password field” shall appear.

* Field title: [Select registration method]

Field parameters: mandatory, [E-mail] and [Mobile number] to be filled out. It should be possible to select and fill out just one option.

**Case 1:** If User selected/filled out [E-mail], the form should display the field:

* Field title: [E-mail]

Field properties: mandatory, field for manual entry, Roman type shall be set as default once a cursor is placed in the field. If the entered information is not in mail format, “Wrong format” shall appear below the relevant field.

**Case 2:** If User selected/filled out [Mobile number] for registration, the form should display the field:

* Field title: [Mobile number]

Field properties: mandatory, manual entry, only 9-digit number can be entered. If entered information is not of a mobile number format, the message “Wrong format” shall appear below the field.

There should be a button [Receive a code] on the right to the mobile number field. On clicking this button, a SMS with a 4-digit code shall be sent to the indicated mobile number.

* A field with a title [Enter received code] shall be below the mobile number field

Field properties: mandatory, manual entry.

The System shall check whether the Code has been entered correctly. If it is incorrect, the text “Incorrect code” shall be displayed.

There are cases when there is a delay in sending the code and in order to enable a User to receive a code repeatedly, the button [Receive a code] shall be reactivated 1 minute after every click. In order to make this possibility easy to understand for a User the following caption shall be on the Form “If you do not receive a code, check the entered data and press the button “Receive a code” again after [..] seconds.

([..] time remaining in seconds “Timer” shall be shown). The Code sent to the User last shall be regarded the correct code.

**The common part for both [Registration form] cases:**

The warning text shall be placed below the listed fields. The text may be edited periodically. Hence, it shall be managed from the Admin Panel. Below the warning text there should be a checkbox with the name [I have read and accept].

Below the checkbox [I have read and accept] a button [Register] shall be placed.

The System shall check whether all mandatory fields have been filled out. If any of the fields has not been filled out, the message “Mandatory” in red font shall appear below the field.

If all mandatory fields have been filled out, a button [Register] shall be activated. Upon clicking this button, the System shall fulfil the following activities:

Case 1: If the User selected [E-mail] for registration, upon clicking the button [Registration] the following message shall appear “The link is sent on the indicated E-mail, to complete the registration open the link and press the button [Registration]”. The System shall send the link on the E-mail automatically and upon clicking the button [Registration] by the User the following text shall be displayed: “You have successfully registered”. Below the message the following should be indicated “Move to the Main Page of the System”. Upon clicking on it, the System shall go to the Main Page.

Note: If the person is already registered in the system through the indicated E-mail, while using the same E-mail the following massage shall be displayed “The person in already registered through the indicated E-mail”.

Case 2: If the User selected [Mobile number] for registration, upon clicking the button [Registration] the following message shall appear “You have successfully registered”. Below the message the following should be indicated “Move to the Main Page of the System”. Upon clicking on it, the System shall go to the Main Page.

Note: It should be possible to register just one or two Users through one and the same mobile number. If different situation occurs, the System shall display the massage “The person in already registered through the indicated mobile number”.

On the Registration form there should be the Icon with the message “Registration Instructions”. Upon clicking it, Registration Instructions shall be opened. This shall be managed from the Admin Panel.

#### Resetting password

Below the button [Registration] on the first page there should be a button [Reset password]. On clicking the button [Reset password] the password reset form shall be opened.

The form shall contain two cases and be dependent on the registration form.

**First case:** If the User selected [E-mail] for registration, the following massage shall be displayed “Enter the E-mail and click the button [Reset password]”. The link will be sent to the entered E-mail”.

The following shall be placed below the message:

* Field title [E-mail]

Field properties: mandatory, text. Roman type shall be set as default on placing a cursor in the field. If the entered information is not of e-mail format, the message “Format incorrect” shall appear.

The button [Reset password] shall be placed below the field.

Upon clicking on [Reset password], the System shall check whether the e-mail address is registered in the System. If not, the message “Entered e-mail address is not registered in the System” shall appear. Restriction: In case a user enters e-mail incorrectly five times, the System shall restrict the password reset function for certain time (2 minutes).

In case E-mail is registered, the massage shall be sent: “To reset the System entry password, please click the link”. Upon pressing on the [link] the System shall open the password reset form. The form shall include:

* Field title [New password]

Field parameters: mandatory, manual entry. Restriction: password shall contain minimum 8 characters, including upper case and lower-case symbols, special symbols and number.

* Field title [Re-enter password]

Field parameters: mandatory, manual entry. The System shall check whether it coincides with the symbols entered in the [Password] field. If it does not coincide, the following massage in red colour shall appear “Does not coincide with symbols entered in the [Password] field”.

Below the fields the button [Reset password] shall be placed. Upon clicking on it the System shall reset the password and display the massage: “Your password is reset”.

**The second case:** If the User selected [Mobile number] for registration, the following massage shall be displayed “Enter [Mobile number] and press the button [Continue]. The code shall be sent on the entered mobile number”. Below the massage shall be placed:

* Field title [Mobile number]

Field parameters: mandatory, with the format relevant to enter the mobile number. If the entered information is not of the correct format, the message “Format incorrect” shall appear.

Bellow the field the button [Receive code] shall be displayed. Upon clicking on it the following massage shall appear “The temporary code is sent on the mobile number, which could be used during immediate 15 minutes”. Below the massage the fields shall be displayed:

* Field title [Enter received code]

Field parameters: mandatory, manual entry.

* Field title [New password]

Field parameters: mandatory, manual entry (with certain validation).

* Field title [Re-enter new password]

Field parameters: mandatory, manual entry.

Below the fields the button [Reset password] shall be placed. Upon clicking on it the System shall check whether the User has entered the correct code. If it is not correct, the massage “Entered code is incorrect” shall appear. The code sent to the User last shall be regarded the correct code. If the User entered the code correctly, the System shall reset the password and display the massage: “Your password is reset”.

There are cases when there is a delay in sending the code and to enable a User to receive a code repeatedly, the button [Receive a code] shall be reactivated 1 minute after every click. In order to make this possibility easy to understand for a User the following caption shall be on the Form “If you do not receive a code, check the entered data and press the button “Receive a code” again after [..] seconds. ([..] time remaining in seconds “Timer” shall be shown). The Code sent to the User last shall be regarded the correct code.

# User’s Section Main Page

*Brief information about the main page*

Main goals of the Main Page are to ensure the following for the user:

* introduction to the training materials;
* undergo testing;
* display a generated certificate, if applicable;
* enable to exit the system; option of changing a password;
* option of editing information entered during registration.

*Requirements for the System:*

Main page shall be divided into several sections:

[The Training program]; [Testing]; [Additional literature]; [Terms and definitions]; [Certificate]; [Instructions]; [Profile]; [Parameters].

Let us go through each section one by one.

### The Training Program

Upon clicking [The Training Program] the training programs titles in the System shall be displayed. If there are several training programs, User should be able to select a desired program.

If only one training program is envisaged/designed, only one training program shall be shown.

Each training program shall have training modules developed as part of the Training program, with relevant titles. When a desired module is selected (I.e., on clicking the module), the System shall open training content envisaged by the Training Program. The number of pages shall be based on the volume of content. It should be possible to move to [next] and [previous] page at any time, using relevant buttons. The mentioned part shall fully be managed by the Admin panel.

### Testing

Upon pressing on [Testing] a testing form developed specifically for the selected training program shall be opened.

The following shall be located on the form:

* An Icon with the caption “Testing Instructions”. Upon pressing on this Icon, the testing instructions shall be opened. This should be managed from the Admin Panel.
* The Button [Start testing]

Upon pressing the button [Start testing] a testing form shall be opened. Each test shall be displayed on each page of the form; a timer shall be started upon pressing the button [Start testing], the time interval shall be managed/determined from the Admin Panel.

* The Test form shall have buttons [back] and [next]. Whether a User is allowed to change the indicated answer shall be managed from the Admin Panel. The numbering of the question as well as the number of remaining questions (E.g., Question 1/30) shall be displayed on the test form. At the time of taking the test, it should be seen whether an answer given by the User is correct or wrong shall be managed from the Admin Panel.

Upon completion of the testing, or the expiration of time, the System shall show to the User [Testing result]. Let us review two cases:

**First case:** If the User has correctly answered a relevant number of questions for receiving the Certificate, the following text shall be displayed:

“You have successfully passed the test. To receive a certificate, press the button [Certificate]”. Below the text there should be a button [Certificate] and upon clicking on it, a generated certificate form shall open. Certificate template shall be placed and be managed from the Admin Panel; moreover, it the number of scores for receiving a certificate shall be set from the Admin Panel.

Below the button [Certificate] a [message] shall be placed about for how long the certificate will be available in the System for the User. Message text shall be managed from the Admin Panel.

**The second case:** If the User has not answered the sufficient number of questions necessary for receiving a Certificate, the following text shall appear:

“You have not accumulated sufficient number of scores to receive a certificate. Please try again”. Next to the text there shall be the button [Try again] and upon pressing on this button the System shall open the testing form;

**In both cases,** the System shall additionally display the text: “To receive information about testing results, press the button [Testing results]”. Next to the text there should be a button [Testing results].

On pressing the button [Testing result] the User shall receive the following information:

* the number of correct answers to the tests;
* the number of wrong answers to the tests;
* identified tests to which the User provided wrong answers.

### The Terms and definitions

In the [Terms and Definitions] the User shall see the content/information specific to this section. This shall be managed from the Admin Panel.

### Additional literature

In [The Additional Literature] User shall see content/information specific for this section. This shall be managed from the Admin Panel.

### Certificate

A generated certificate shall be placed in the [Certificate]. Certificate shall be downloadable and printable.

If a User does not have a certificate, upon opening a form, the text “To receive a Certificate you have to successfully pass the test” shall appear.

### Instruction

In the [Instructions] User shall see content/information specific to this Section. This shall be managed from the Admin Panel.

### Profile

Upon pressing on the [Profile] information entered by the User shall be displayed. User shall be able to edit the following elements of the entered information: Name, Last name, User, e-mail, mobile number (if these fields are displayed in the form).

When the mobile number and e-mail is changed, a user shall undergo the process of verifying number/e-mail. The procedure shall be identical to that used during Registration. (Implies the procedure of entering mobile number/e-mail address, receiving a code, entering the code, during Registration).

### Parameters

On pressing [Parameters], it shall be expanded to display options: [Change password] and [Log out the System].

On pressing [Change Password] the fields to be filled out shall be displayed:

* Field title [Current password]

Field properties: mandatory, manual entry field. The password shall be checked, and it shall match with the current password. Otherwise the message: “Incorrect Password” shall be displayed. Restriction: in case the current password is entered incorrectly for a certain number of times, the User shall be blocked for some time. The number of attempts and duration of blockage shall be managed from the Admin Panel.

* Field title [New Password]

Field properties: Mandatory, manual entry. Restriction: password shall contain certain characters. The number and the type of characters that must be used shall be managed from the Admin Panel.

* Field title [Re-enter the Password}

Field properties: mandatory, manual entry field. The System shall check whether it matches with the characters entered in the [Password] field. If not, a message in red font shall appear: “Does not match with the data entered in the Password field”.

Button [Save]. On pressing this button, the System shall check whether both mandatory fields have been completed and if so, it shall save the new password. If it has not been entered, the message in red font “Mandatory” shall be displayed below the mandatory field.

When [Log out the System] is pressed, the User shall exit the System.

### Other additional functions

For external users the system shall have a function for writing Notes. For this, a button [Note] shall be displayed. The button shall have a respective Icon. On pressing this Icon, the (study notes) form shall be opened for writing notes. This function shall be available on any form. The exception is the case when a User starts the testing process, i.e., presses the button [Start testing]. This is when the Notes form shall no longer be available.

The following shall be available:

* downloading and printing notes;
* creating one as well as several notes;
* selecting titles for the notes;
* Each note shall have the option of selecting styles for text (It shall comprise font; font style; size; font colour; bullets; Alignment; text highlight colour; numbering; line and paragraph spacing)

## System management

### Section First Page

*Brief information about the First Page*

The page is designated for logging into the System for those staff who are managing the Training Program functionality.

*Requirements for the System:*

To log in the System, a staff member shall fill out mandatory fields and undergo double authorization.

* Field title [User]

Field properties: mandatory; text; Roman type shall be set as default on placing a cursor in the field.

* Field title [Password]

Field properties: mandatory; text; possibility to enter any character.

* Button [Receive a code]

On pressing the button [Receive a code] a message shall be sent to the User on the mobile phone number.

* Field title [SMS code]

Field properties: mandatory, manual entry field.

There are cases when there is a delay in sending the code and to enable a User to receive a code repeatedly, the button [Receive a code] shall be reactivated 1 minute after every click. In order to make this possibility easy to understand for a User the following caption shall be on the Form “If you do not receive a code, check the entered data and press the button “Receive a code” again after [..] seconds.

([..] time remaining in seconds “Timer” shall be shown). The Code sent to the User last shall be regarded the correct code.

Below mandatory fields there shall be a button [Log in].

On pressing the button [Log in], the System shall check whether all mandatory fields have been filled out. If any of the fields have not been completed, a message in red font “Mandatory” shall be displayed below the field. If all mandatory fields have been completed, the System shall check whether information in the fields is entered correctly.

If the information has been entered incorrectly, the message with the text “data is incorrect” shall be displayed. In case a user enters data incorrectly several times, the System shall restrict the entry into the System for certain time. The number of attempts and the duration of blocking shall be determined/managed from the Admin Panel.

If information has been entered correctly, the main page of the System shall be opened.

## System Management Section “Main Page”

*Brief information about the Main Page*

Main goals of the Main Page are creating the Training Program, determine training materials/content. Ensure the formation of tests, templates of certificates, managing rights, receive a report, manage User’s form.

*Requirements for the System*

The upper panel of the Main Page shall comprise the following sections:

* create a training program;
* create a test;
* certificate template;
* external users;
* manage rights;
* report;
* user’s form management;
* parameters (Change password; log out).

Let us address each of these, one by one.

### Create the Training Program

Upon pressing on this, a blank form shall appear. The form shall contain:

* Field title [Training Program title]
* Field properties: text field; mandatory. Button [Create the Training Module]

Upon pressing on this button, fields that should be completed shall open.

* Field title [Training module title]
* Field properties: text field; mandatory. Field title [Module Training material]

Field properties: text field; mandatory, number of pages will depend on the volume of information. Furthermore, there should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

Important: it shall be possible to create several training modules as part of one training program, with the training materials designed for the module.

* Field title [The terms and definitions]

Field properties: not mandatory; text field; there should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

* Field title [Additional Literature]

Field properties: not mandatory; text field. There should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

* Field title [Registration Instructions]

Field properties: not mandatory; text field. There should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

* Field title [Reset password]

Field properties: not mandatory; text field. There should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

* Field title [Testing Instructions]

Field properties: not mandatory; text field. There should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

* Field title [Instructions]

Field properties: not mandatory; text field. There should be the possibility of inserting photo, video/audio content, possibility of selecting styles for the text.

* Field title [Validity term]

Field properties: two fields for entering – from to - period – mandatory, both fields shall have a checkbox [Undefined] once it is checked filling out a field should no longer be mandatory (-from shall have its own checkbox; -to shall have its dedicated checkbox).

* Field title [Status]

Field properties: mandatory; combo box with a listing: active; inactive. Field completion shall be possible via manual selection as well as it shall be dependent on the selection of the term of validity. For example, if in the validity term –from a future date was inserted automatically, inactive status shall be set, until the date indicated in the validity term date –from occurs. While after the validity period – -to is over a user with an active status shall automatically become inactive.

If [Inactive] has been selected, the Training Program external user’s section shall not be accessible. While when a Training Program link is opened there should be text: “The Training Program is Finished”.

At the end of the Form, the buttons [Save] and [Exit] shall be placed.

Upon pressing on [Save] the message with [Yes] and [No] button and text “Do you really want to save the data?” shall appear. Upon pressing on [Yes] the data shall be stored. Upon pressing [No] the data shall not be stored, and the message window shall be closed.

Upon pressing on [Exit] the message with [Yes] and [No] buttons and the text “Do you really want to close the form without saving the data?” shall be displayed. On pressing [Yes], the form shall be closed. On pressing [No], the form shall not be closed.

After saving the filled out Form the saved form shall have the function of viewing and editing.

On pressing the button [View] the System shall open the form in viewing mode.

On pressing the button [Edit], the filled-out form shall be opened in the editing mode. The form shall have the buttons for saving the edited information or for exiting the form.

On pressing [Save], the message with [Yes] and [No] buttons and with the text „Do you really want to save the data?” shall appear. On pressing [Yes], data shall be saved. When pressing [No], the data shall not be saved, and the message window shall be closed.

On pressing [Exit], the message with [Yes] and [No] button and text “Do you really want to close the form without storing the data?” shall be displayed. On pressing [Yes], the form shall be closed. On pressing [No], the form shall not be closed.

In order to make the search of created/saved training programs easy, in this section there should be the filter of saved training programs.

The filtering shall be performed using several parameters:

* Field [Training program title] – text field;
* Field [Date created] – two fields for indicating –from –to period; in a calendar format.

Button [Search]. On pressing this button, the System shall display the Training Program according to respective parameters.

#### Generating a link

Every Training Program created in the System shall have a relevant link. On clicking the link, the functionality envisaged by the Training Program shall be opened. Several training programs can be brought under one link.

When [Generate a link] is selected on the main page, a form shall be displayed. The form shall contain:

* Field title [Select a training program]

Field properties: combo box, with the listing of the training programs registered in the System. It shall be possible to checking one or several at the same time.

* Button [Generate a link]

On clicking the button [Generate a link] a link shall be generated and be displayed in the field designated for the link with a name [Link to the Training Program].

On clicking the mentioned link, external user’s section created for relevant training program(s) shall be opened.

The System shall remember the links generated for the training programs. The mentioned information shall be presented in the table. The table form shall contain Training Program/Programs Title and link.

### Creating tests

On pressing [Create test] the test creation form shall be opened. The form shall comprise:

* Field title [Select the Training Program title]

Field properties: combo box, mandatory, listing of the training programs registered in the System. Relevant suggestions shall appear when letters are entered in the field.

* Button [Create a question]

On pressing this button, it shall expand and the form and fields to be filled out shall be opened.

In the upper part of the Form the following buttons shall be located: edit; delete; show – correct/incorrect; change the answer.

* On pressing the button [Edit] editing of a question and saving edited information shall be possible.
* On pressing the button [Delete], the question shall be deleted.
* [Show – Correct/Incorrect – checkbox button. When it is activated, during the testing, while a user answers questions, it shall display whether the answers are correct or incorrect. (E.g., Correct 3, incorrect 0)
* [Change the submitted answer] – a checkbox button. Once it is activated, during testing a user shall be able to change an answer until he/she completes the testing process.

The central part of the form shall comprise:

* Field title [Question]

Field properties: text mandatory field. For every question there should be the possibility of inserting photo material, video/audio material.

* Field title [Answer]

Field properties: text field. The option of indicating several answers. The obligation to enter at least two answers. Each answer shall have a checkbox “Correct answer”. Once it is checked the System shall perceive the answer as correct. It is necessary that the checkbox is checked for at least one answer.

At the end of the form a button: [Save the test] shall be included. When pressing on it, the System shall remember the test.

It shall be possible to search for all created tests. For this, the form shall have a filter with a parameter [Select the Training Program]. The list in the Field shall include all training programs registered in the System. The filter shall have a button [Search]. On clicking this button, the System shall display search result.

There shall be an option of viewing; printing; downloading; editing the searched text.

### Certificate template

The templates of certificates shall be created according to the Training Programs. In the Certificate template the Training Program title, recipient’s name, last name, code (the combination of numbers 10 symbols) shall be automatically generated.

In case of successful passing of the testing, the System shall generate a certificate according to the Training Program title and the User’s data and display it in the relevant section for the User.

### External users

This section shall include the information of those users who successfully registered for the Training Program.

For finding the data easily, the Form shall comprise the filter with the following search parameters:

* Field title [Name] – text field
* Field title [Last name] – text field
* Field title [Mobile number] – text field
* Field title [User] – text field

Below the fields a button [Search] shall be located. On pressing this button, the System shall display the search result. (Search principle: according to the matching of first letters. E.g., when EK is entered in the name, it shall display Ekaterine, Eka, and all certified individuals whose name starts with EK).

The System shall display information contained in the database for the searched individuals (information entered during the completion of the form, except for the password), including generated certificates. There shall be the possibility to print and download certificates.

In case an individual cannot be found based on the data included in the filter, the message “An individual with the indicated data is not registered” shall be displayed.

If an individual according to the data indicated in the filter has been found but there is no certificate generated for such person, there should be an empty space in the place of a certificate.

### Report

The System shall have a button [Report]. On pressing this button an employee shall be able to view and compare desired information. Information shall be displayed based on specific training programs individually: This information is:

* The number of registered individuals;
* The number of registered individuals by categories (Main category/subcategory);
* The number of registered individuals by periods;
* The number of unique Users who have entered the System (Note 1: Unique Users entered the System means those individuals who have directly entered the System after registration. As for counting, one user shall be regarded as one irrespectively of the number of times such user has entered the System).
* The number of unique users who have entered the System by Category (main category/subcategory); Note 1 is applicable.
* The number of times a Unique User used the Program by period (the number of times the User has entered the System);
* the number of times users used the Program (the Program shall enable to sum up all cases of program use, which, for these purposes, implies summing up all cases of the use of the Program by unique user);
* the number of unique users, who have taken part in the testing block;
* the number of unique users who have successfully passed a test.
* questions to which incorrect answers were provided their frequency (i.e., the number of times a wrong answer was provided to a specific question)

The listed data shall be shown also by gender (male and female).

### Managing rights

On pressing [Manage rights], the Rights management form shall be opened. The form shall comprise:

* add user;
* groups and actions;
* connect a user with a group.

Let us address these one by one:

#### Add User

The following fields and button shall be shown on the form for filling out:

* Field title [Name]

Field properties: mandatory, text. Only Georgian Sylfaen font shall be possible when a cursor is placed in the field.

* Field title [Last name]

Field properties: mandatory, text. Only Georgian Sylfaen font shall be possible when a cursor is placed in the field.

* Field title [User]

Field properties: mandatory, text, the format shall be determined in the field and only Roman type can be possible, i.e., when a cursor is placed in the field, only Roman type characters can be entered. Restriction: at least 6 and maximum 40 characters shall be indicated in the user’s field. Otherwise, below the Field in red font, the following message shall be displayed “Enter at least 6 and maximum 40 characters”.

* Field title [Mobile number]

Field properties: mandatory, possibility to enter a 9-digit number.

* Field title: [Password]

Field properties: mandatory. It shall be possible to manually enter a password in the field and also, to the right of the field, a button [Generate] shall be placed. On pressing this button, the System shall generate the code and enter it in the field [Password] and [Re-enter password]. Restriction: the password shall contain certain characters. The number of characters and the characters that are necessary to use shall be managed from the Admin Panel,

* Field title: [Re-enter the password]

Field properties: mandatory, manual entry. The System shall check whether it matches with the characters entered in the [Password] field. If not, a message in red font shall appear “Does not match with the data entered in the Password field”.

* Field title [Status]

Field properties: mandatory; combo box with a listing: active; inactive.

* Button [Add]. On pressing this button, the System shall remember the User.

#### Listing of users

The System shall display saved user in the Table. The table shall show name, last name, user; mobile number; status.

Editing or deleting of data shall be possible for the users in the table. To enable this, the form shall have buttons Edit and Delete.

On pressing the button [Edit] on the filled out form all fields shall be opened in the editing mode. The form shall have a button [Save] and [Exit].

On pressing [Save], the message with [Yes] and [No] buttons, and with the text “Do you really want to save the data?” shall appear. On pressing [Yes], edited data shall be saved. When pressing [No], the data shall not be saved, and the message window shall be closed.

On pressing [Exit], the message with [Yes] and [No] button and text “Do you really want to close the form without saving the data?” shall appear. On pressing [Yes], the form shall be closed. On pressing [No], the form shall not be closed.

On pressing the [Delete] button, the message with Yes and No buttons and text “Do you really want to delete” shall appear. On pressing [Yes], it shall be deleted, and on pressing [No], it shall not be deleted, and the message window shall be closed.

**Filter**

The form shall have a filter for searching for specific users.

Filter parameters:

* Name – text field;
* Last name – text field;
* User – text field.

Button [Search]. On pressing this button, the System shall display the result according to the data indicated in the parameters.

**Groups and actions**

**Groups**

The rights should be defined in regard to the study programs, therefor while defining the groups and actions in the part of managing the rights, the first field to be filled out should be [Select the study program]. The study programs shall be listed in the field. Just after its selecting, the rights should be defined.

The list of groups: Admin; General specialist; Specialist.

Each group should have respective rights:

* Admin shall have the right to manage whole functional of the System;
* General specialist shall have the right to create, edit and view the study programs, materials, tests in the System;
* Specialist shall have the right just to view whole functional in the System.

**Connecting a user to a group**

The form shall have the following fields and button:

* Field title [Select a user]

Field properties: combo box, mandatory, with the listing of registered users. Respective options shall be suggested once the first letters are typed in the field.

* Field title [ Select a group]

Field properties: listing of groups, checkboxes. It is mandatory to check at least one box. One user can be a member of several groups.

* Button [Save]. On pressing this button, the System shall save the completed information.

**The table of saved connections**

The System shall save the saved data in the table. The form shall have buttons [Edit] and [Delete].

On pressing the button [Edit], all fields on the filled-out form shall be opened in the editing mode. The form shall have a button Save and Exit.

On pressing the button [Save], the message with [Yes] and [No] button with the text “Do you really want to save the data?” shall appear. On pressing [Yes], the edited data shall be saved. On pressing [No], data shall not be saved, and the message window shall be closed.

On pressing [Exit], a message with [Yes] and [No] button and text “Do you really want to close the form without saving the data?” shall appear. On pressing [Yes], the form shall be closed. On pressing [No], the form shall not be closed.

On pressing the button Delete, the message with [Yes] and [No] buttons and text “Do you really want to delete” shall appear. On pressing [Yes], it shall be deleted, on pressing [No] it shall not be deleted the message window shall be closed.

**Filter**

The form shall have a filter for searching a specific group and user.

Filter parameters:

* Field title [ Group] – text field
* Field title [User] – text field.

On pressing the button [Search], the system shall display the result according to the data entered in the parameters.

## Manage user’s form

The form shall be comprised of:

* Field name [Select a training program]

Field properties: mandatory, combo box with the listing of training programs.

* Field name [Select a topic]

Field properties: mandatory, combo box with a listing:

* welcoming text;
* first page background;
* warning text;
* passing score;
* message of availability of a certificate;
* timer’s duration;
* main category;
* sub-category.

**Let us address these one by one.**

* When [Welcoming text] is selected, the text field shall appear.
* When the first page background is selected, the possibility of attaching a photo and a parameter of the field “Select definition quality Range”: from 0 to 100 shall appear. 100 means showing the attached photo in full and the lower the value the dimmer the photo.
* When [Warning text] is selected a text field shall appear.
* When [Passing score] is selected, the field for entering quantity shall appear.
* When [Timer duration] is selected, checkbox buttons: Active; Inactive and a field for entering minutes shall appear;
* When [Main category] is selected, the possibility of creating a combo box listing shall appear;
* When [Sub-category] is selected, the field [Main category] combo box with a relevant listing shall appear. When one of the items from the listing is selected, the possibility of creating a field [Sub-category] listing (combo box) shall appear.

**Common part for all cases**

There shall be a [Save] button for all cases. On pressing this button, a message with [Yes] and [No] buttons and text „Do you really want to save” shall appear. On pressing [Yes], the edited data shall be saved. On pressing [No], the data shall not be saved, and the message window shall be closed.

Each saved information shall have the option of editing and deleting.

On pressing the button [Edit], the form field shall be opened in the editing mode. The form shall have buttons [Save] and [Exit].

On pressing [Save], the message with [yes] and No button and text “Do you really want to save the data?” shall appear. On pressing [Yes], data shall be saved. On pressing [No], data shall not be saved, and the message window shall be closed.

On pressing [Exit], the message with [Yes] and [No] button and text “Do you really want to close the form without saving the data?” shall appear. On pressing [Yes], the form shall be closed. On pressing [No], the form shall not be closed. A message with [Yes] and [No] buttons and text “Do you really want to save?” shall appear. On pressing [Yes], it shall save. On pressing [No] it shall not save, and message window shall be closed.

On pressing the button [Delete] a message with [Yes] and [No] buttons and text “Do you really want to delete?” shall appear. On pressing [Yes], it shall be deleted. On pressing [No], it shall not be deleted, and the message window shall be closed.

### Parameters

In the upper right corner of the main page a button [Parameters] shall be placed. On pressing [Parameters], it shall be expanded to show options [Change password] and [Log out the system].

On pressing [Change password], the fields that should be completed shall appear:

* Field title [Current password]

Field properties: mandatory, manual entry. Password shall be checked and should match the current password. Otherwise, a message “Password incorrect” shall appear.

Restriction: in case password is entered incorrectly a certain number of times, user shall be blocked for some time. The number of attempts and duration of blockage shall be managed from the Admin Panel.

* Field title [New password]

Field properties: mandatory, manual entry. Restriction: password shall contain a certain number of characters. The number and the types of characters that must be used shall be managed from the Admin panel (is described in a separate chapter).

* Field title: [Re-enter the password]

Field properties: mandatory, manual entry. The System shall check whether it matches with the symbols entered in the [Password] field. If it does not match, a message in red font “Does not match with the data entered in the password field” shall appear.

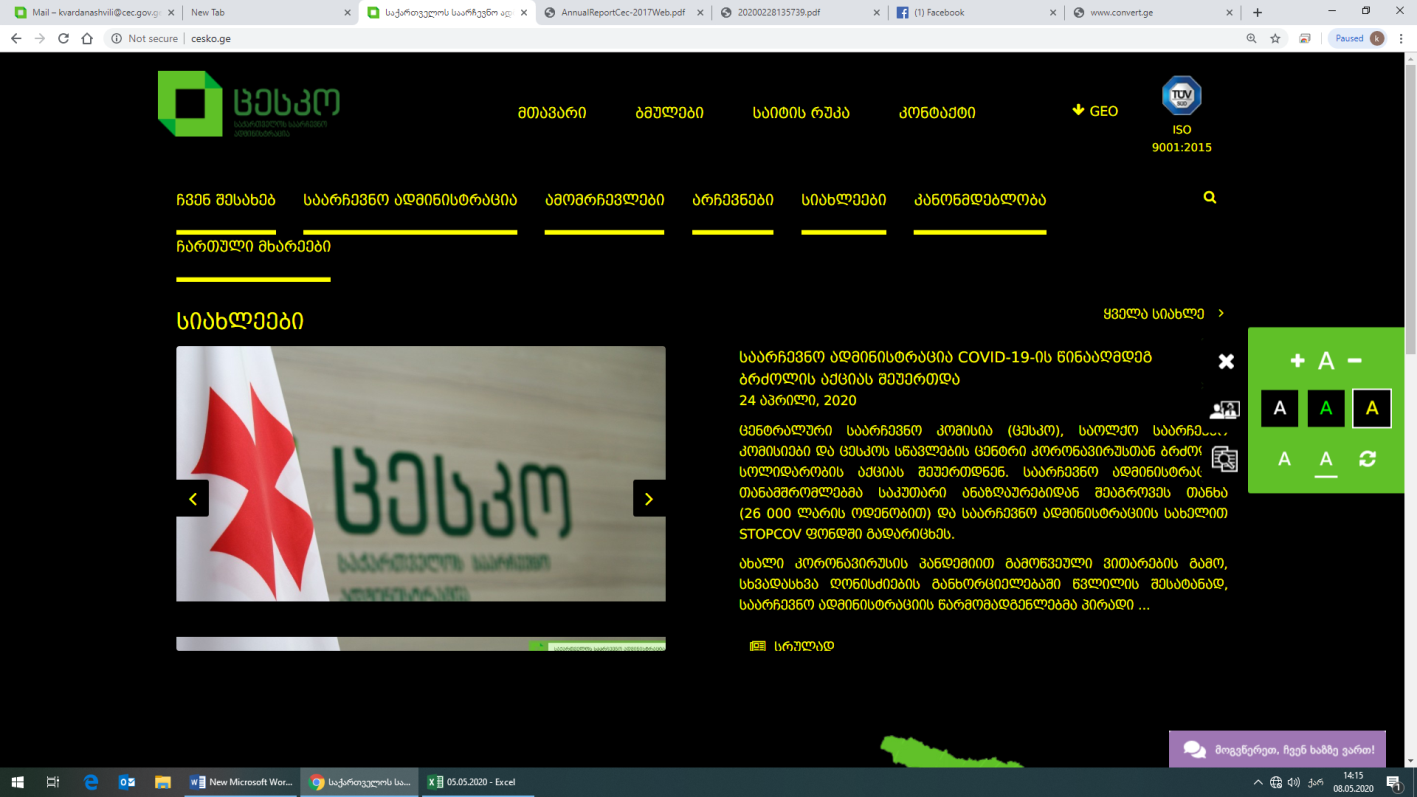
The button [Save]. On pressing this button, the System shall check whether both mandatory fields have been completed and if completed, it shall save the new password. If it has not been filled out, a message in red font “Mandatory” shall appear below the mandatory field.

On pressing [Log out the System], the User shall exit the System.

## Various categories of important requirements

1. The program shall be fully adapted for blind individuals and those with impaired vision; this envisages the following:

* The accessible program for the blind shall contain the components that will enable the users to use the screen reader programs with which they will have full access to the electronic training functions and receive the published information without hindrance. Every new information shall be separated by the headings. Menu elements, sub-menus and the forms shall be arranged in a manner so that they can be differentiated and perceived by the screen reader programs.
* To ensure the accessibility of the electronic training program for individuals with impaired vision, the following properties shall be considered: background – dark black colour; font colour - white, green, yellow; font size – indefinite. See the photo for the sample:



It is desirable that the E-learning program is compatible with Wcag web content accessibility guideline 2.0 International standard.

For illustration, you can visit the CEC official website www.cesko.ge that is fully adapted for the blind and eyesight impaired individuals.

2. System design – the Provider shall offer to recipient of the System several sketches of the System design designed for external users considering corporate colours. Based on which, the recipient of the System will select a desirable design.

3. The Provider shall hand over to the recipient of the System the server necessary for locating the program and its administration panel (to be located in the Microsoft Azure space) for a one-year period. In case if Moodle System is used, it would be acceptable as well the System to be located on their server.

The System should have a capacity of safe operation with at least 50,000-70,000 users during 2 months after the launch of the System, and with at least 5000 users during the following 10 months.

4. The Provider shall create a guideline for using the system and familiarize the system recipients with it, as well as provide instructions in the area of the utilization and management of the system.

5. The Provider shall carry out technical maintenance work during 1 year after the launch of the System.

6. The Provider shall provide, on a one-time basis, the entry of the information submitted by the system recipient (the Training Centre) in full in all text fields of the System. Furthermore, the Provider shall ensure the entry of the agreed training materials, tests, photo/video/audio materials in the program. For these purposes, the recipient of the system (the Training Centre) will deliver to the Provider information and relevant materials during the working process.

# Ensuring the security of the web application

The application shall consider the following issues:

1. Latest stable versions of the libraries shall be used in the application.
2. The information entered by the user shall be filtered and sanitized.
3. None of the Errors messages shall contain information about the system or related to it.
4. Access handling
5. Authorization
6. SHA256, SHA512, Bcrypt, Scrypt or Argon2 algorithm shall be used for saving passwords.
7. Session management
8. Cookies shall have Secure and HttpOnly functions.
9. User shall not be able to have more than one competitive session.
10. Access control
11. All users (including system users) shall have access only to the information that is necessary for his/her functioning.
12. Upon the request of accessing each resource, its validity shall be verified.
13. Injections
14. SQL injection
15. Database level restrictions.
16. Different users shall be created based on various types of users.
17. Securing file uploads
18. A whitelist of the files that can be uploaded shall be determined.

Moreover, libraries used in the application shall ensure preventing the following threats:

* 1. SMTP injection
  2. Cross-site scripting (XSS)

6. Upon completion of the project, application’s “source” code shall be delivered to the recipient of the System.

7. Web application shall use the following technologies:

o ASP.NET Core webAPI

o ASP.NET Core MVC or Angular 6 or higher or react. js

o Database: SQL Server 2016 and higher

# Logging the actions carried out in the System

Logging shall be performed in the System according to the listed criteria:

* User authorization and session completion time;
* Authorized user’s operating system and/or browser;
* Information and/or program module seen, created, edited, deleted, exported by the User;
* The time for granting authorization to information resource and the editing
* The following details about unsuccessful authorization attempt: time, IP address, operating system, user, browser or application, through which the connection was being made.

1. Council of Europe headquarters: Avenue de l’Europe, F-67075 Strasbourg Cedex, France [↑](#footnote-ref-2)
2. CM/Del/Dec(2010)1089/11.3 appendix 9 <https://search.coe.int/intranet/Pages/result_details.aspx?ObjectId=09000016805ceb14> [↑](#footnote-ref-3)