

ACT OF ACCEPTANCE

relating to the Contract between

the Council of Europe and "XX"

(PO: XX; PMM: XX)

The Council of Europe, through the Economic Crime and Cooperation Division ("the Council")

and

XX ("the Provider")

and

the Department for Prevention of Money Laundering and Terrorist Financing in Montenegro ("the Recipient")

Hereinafter referred to as "the Parties";

Have agreed as follows:

1. We, the undersigned, confirm that within the framework of the Council of Europe "Action against Economic Crime in Montenegro" (AEC-MNE) funded by the European Union and the Council of Europe and as specified in the above-mentioned Contract (ref. PO: XX; PMM: XX), the Council of Europe has purchased from the Provider a Case Management System and related services for its delivery to the Recipient.
2. The signatories confirm that the System mentioned in the Technical Specifications, listed and accounted for as "accepted" in Appendix 1 to the present Act of Acceptance was supplied in full to the following address:

XX

and in conformity with the technical specifications agreed under the Contract.

3. The Parties are aware that the Council of Europe intends by the present act to transfer the ownership of the CM System and all attached and consequent rights (including copyright) under the above mentioned Contract to the Recipient, and have agreed to abide by such transfer.
4. Upon the signature of this Act of Acceptance, the Council of Europe transfers for no cost the ownership rights to all of the System and related services as defined above to the Recipient. Any refusal to sign the Act of Acceptance shall be provided in writing and duly justified.
5. Upon the signature of this Act of Acceptance, subject to sections 6 and 7 below, all rights and obligations under the contract (ref. PO: XX; PMM: XX) shall be transferred, with the explicit consent of all parties, to the Recipient.
6. The Council of Europe shall retain any rights, duties and claims already accrued under the contract, in particular the right to enforce delivery, refuse payment, or claim reimbursement

of any sums advanced in the event of non-delivery of any part of the System or other non-performance of any part of the contract at any time prior to the transfer of title.

7. The Council of Europe shall remain obliged to pay the final balance in accordance with Article 4.3 of the Contract.
8. The Recipient by its signature accepts the transfer of title to the System, and accepts delivery of the System and related services in its state at the time of signature. The Recipient declares being fully informed of the scope and nature of the rights and obligations transferred by the Council. The Recipient commits in addition to use the goods and services transferred for the sole purposes intended under the "Action against Economic Crime in Montenegro".
9. Upon signature of the Act of Acceptance, the Recipient shall release the Council from its future obligations and shall waive any claim against the Council upon the basis of the Contract (ref. PO: **XX**; PMM: **XX**), this Act of Acceptance and any other agreement or understanding as to content or quality in respect of the System delivered. This shall in no way be interpreted as waiving the responsibility of the Provider, who shall remain liable to the Council of Europe and any transferee or assignee, including the Recipient, for breach of contract or other civil liability.
10. The Recipient shall indemnify the Council against all liabilities, costs, expenses, damages and losses that the Council suffers or incurs under or in connection with the Contract after the signature of the Act of Acceptance, except to the extent that such losses, damages or costs arise as a result of the Council's failure to perform or satisfy its obligations under the Contract before that date.
11. The Council shall take such action as the Recipient may reasonably request to avoid, dispute, compromise or defend any claim, action or proceedings brought under or in connection with the Contract after signature of the Act of Acceptance.
12. The Provider acknowledges the transfer of title in the System and related services by the Council of Europe. The Provider henceforth recognizes the title and rights of the Recipient under the abovementioned Contract.

Signatures

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

Appendix 1 – Checklist

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

Deliverable	Number of units ordered	Number of units accepted	Number of units rejected	Comments
1) Case management System for the Department for the Prevention of Money Laundering and Terrorist Financing in Montenegro.	1			
2) Training and continuous support for the internal users of the system.	1			
3) Manuals for the users and system administrators.	1			

On behalf of the Council	
Name	
Function	
Date	