

**APPENDIX II
DRAFT CONTRACT**

Contract N°: BH 8093-2023-01
FIMS PO N°:
CEAD N°:

Between the Council of Europe, represented by _____
Council of Europe Office in Yerevan, CCM, acting on behalf of the Secretary General,
hereinafter referred to as “the Council

And _____ represented by _____

<function>, hereinafter referred to as “the Provider”

And Office of the Prime Minister of the Republic of Armenia represented by _____
Head of the Office of
the Representative of Armenia on International Legal Matters, hereinafter referred to
as “the Recipient”

Article 1 – Object of the contract

- 1.1 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide to the Recipient the list of Deliverables as described in the Technical Specifications (Appendix I) to the present contract.
- 1.2 This contract is made up of the following documents, its Appendices forming an integral part of the contract, in order of precedence:
- The present contract document;
 - the Terms of Reference
 - The Technical Specifications as reproduced in Appendix I to the present contract;
 - The details of the tender submitted to the Council by the Provider, as reproduced in Appendix II to the present contract;
 - The Model Act of Acceptance, as reproduced in Appendix III to the present contract;
 - Rule 481 of 27 February 1976 laying down the arbitration procedure for disputes between the Council and private persons concerning goods provided, services rendered or purchases of immovable property on behalf of the Council.
- 1.3 Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Council.

- 1.4 These documents constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 1.5 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 and in the Technical Specifications;
 - d) "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";
 - e) "Recipient" shall mean Office of the Prime Minister of the Republic of Armenia;
 - f) "Parties" shall mean the Council, the Provider and the Recipient.
- 1.6 Each party acknowledges that in entering into this contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this contract.
- 1.7 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this contract.
- 1.8 Nothing in this clause shall limit or exclude any liability for fraud.
- 1.9 The Council accepts no responsibility for damage or injury of any kind sustained by the staff or property of the Provider or by third parties, arising out of this contract or in relation to the manufacture, supply, installation or use of the equipment referred to in this contract. It shall not be liable for damage caused by any negligence or other action of its employees and agents, or any third party.
- 1.10 Upon transfer of the contract in accordance with Article 12, the Service Provider agrees to the transfer of all future claims, rights, benefits and interest, in particular all warranties express and implied, as well as any outstanding obligations, to the transferee. The Service Provider agrees to release the Council entirely from any future liability arising under the contract.
- 1.11 The Recipient agrees to the exclusion and indemnification of all liability on behalf of the Council for performance of the contract as to the future, except for payment of the final balance as defined in Article 10.1.

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 the last of the parties. The Deliverables shall be executed in accordance with the timeframe indicated in the Terms of reference or in the Technical Specifications or, by default, in the tender submitted by the Provider.

Article 3 – Obligations of the Provider

3.1 General obligations

- 3.1.1. The Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract in order to provide the

Deliverables, with due respect for the Council of Europe's needs and constraints, as contractually defined.

- 3.1.2. The Provider recognizes 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 Place and date of delivery of the equipment

- 3.2.1 The places of delivery shall be those defined in the Technical Specifications as reproduced in Appendix I to the present contract.
- 3.2.2 Delivery shall be completed within the period defined in the Terms of Reference and Technical Specifications.
- 3.2.3 Precise dates and times for delivery (to each location) shall be agreed between the Provider, the Council and the Recipient following signature of this contract and at least 2 (two) weeks prior to the first delivery.
- 3.2.4 The Provider shall take all the necessary measures in order to assure that the equipment is delivered intact to the place of delivery (DAP – INCOTERMS 2010), in the presence of the responsible persons referred to in Article 3.3.2, efficiently and on time, in accordance with the provisions of Article 3.2.
- 3.2.5 The Provider shall make all efforts to deliver the totality of the equipment ordered (as detailed in Appendix I to the present contract) to each place of delivery at the same date and time. The Provider shall notify the Council of Europe of any problem arising with the delivery of any items at the latest five working days prior to the delivery date, as agreed in accordance with Article 3.2.3.

3.3. Special delivery conditions and acceptance procedures

- 3.3.1 The Provider understands and agrees that delivery shall be performed subject to the following conditions and procedures.
- 3.3.2 The Parties understand that the persons designated for the reception of the deliverables are the following:

i. The Council declares that the responsible persons for the reception of the deliverables are:

ii. The Recipient declares that the responsible persons for the reception of the deliverables are:

- 3.3.3 Upon supply of the deliverables, the Provider shall provide an Act of Acceptance for the deliverables, using the Model reproduced in Appendix III to the present contract, to the Council

and to the Recipient for signature. Each Act of Acceptance must be signed in three copies – one for the Council, one for the Service Provider, one for the Recipient.

- 3.3.4 Signature of the Act of Acceptance shall have effect as from the date of signature by the last of the parties.
- 3.3.5 The Council and the Recipient shall have the right to inspect the deliverables, and/or to appoint expert(s) to this end, and – when relevant – to carry out all necessary quantitative and qualitative verifications, to confirm or deny that the deliverables conform to the specifications agreed under the contract prior to acceptance of delivery. The Council shall take all necessary measures within its means to either accept or reject the deliverables, in all or in part, for non-conformity with the specifications agreed under the contract within 15 working days from receipt. The Council's right to reject any deliverables shall not be in any way limited or waived by the inspection of the deliverables, or by the signature of an Act of Acceptance by the Recipient or any person other than a delegated representative of the Council.
- 3.3.6 When relevant, all rejected deliverables shall be returned to the Provider (transportation charges collect), or held by the Recipient for collection by the Provider at the Provider's risk and expense. The Provider shall continue to be bound to provide, within the shortest possible delay, those items which have been rejected, unless the contract is terminated by express notification of the Recipient or the Council.
- 3.3.7 Persons designated by the Council under Article 3.3.2 i. above shall have power to sign the Act of Acceptance and to transfer the contract and title in the deliverables to the Recipient. Persons designated by the Recipient under Article 3.3.2 ii. above shall have power to sign the act of acceptance on behalf of the Recipient.
- 3.3.8 In the event that one of the persons designated by the Recipient under Article 3.2.2 ii. above refuses to sign the Act of acceptance, the Recipient shall inform the Provider and the Council in writing about the reasons of this refusal. Should the Council consider that the reasons presented by the Recipient are sufficient to conclude to a breach by the Provider of the conditions laid down in this contract, the Council may also refuse to sign the act of acceptance. The Council shall pay only the amount corresponding to the deliverables and services actually provided and accepted at the time of breach of the contract and shall be entitled to reimbursement of any sums already paid for deliverables not delivered or services not provided, including the deposit mentioned if one had been paid.
- 3.3.9 Without prejudice to the provisions of Article 3.3.5 and 3.3.8, the Council shall sign, simultaneously with the Recipient, the three copies of the Act of acceptance in acceptance of the deliverables received from the Provider. By its signature the Council shall transfer all rights, title, interest, and benefit in and to the deliverables immediately to the Recipient. Furthermore, all rights, title, interest and benefit, and all obligations under the current contract shall be immediately transferred to the Recipient. The Council 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 equipment or other non-performance of any part of the contract at any time prior to the transfer of title. The Council shall also remain liable for payment of the final balance as defined in Article 10.1
- 3.3.10 Upon signature of the Act of acceptance by the Council of Europe and the Recipient, the final balance shall become due within the time limit set down in Article 10.
- 3.3.11 Without prejudice to the provisions of Article 3.3.5 and 3.3.8, the Recipient shall sign, simultaneously with the Council, the three copies of the Act of acceptance of the deliverables received from the Provider on the day of the delivery. Any refusal to sign the act of acceptance

shall be provided in writing and duly justified. By its signature of the act of acceptance, the Recipient confirms and agrees that the deliverables delivered conform to the description and standard defined in the Business and Technical requirements.

- 3.3.12 By signing the act of acceptance, the Recipient accepts the transfer from the Council of all the rights, title, interest, obligations and benefit in and to the deliverables and the contract. 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 deliverables transferred for the sole purposes intended under the Project "Support to the effective execution of the judgments of the European Court of Human Rights in Armenia".
- 3.3.13 Upon signature of the act of acceptance, the Recipient releases the Council from its future obligations and waives any claim against the Council upon the basis of this contract and any other agreement or understanding as to content or quality in respect of the deliverables 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.
- 3.3.14 The Recipient assumes the risk of accidental damage or accidental loss of the equipment upon delivery by signature of the act of acceptance. The Recipient shall indemnify the Council for any claims arising out of the storage, handling and all other form of use of the equipment by the Recipient or any third party.
- 3.3.15 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.
- 3.3.16 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.
- 3.3.17 The Service Provider expressly consents to the transfer to the Recipient, and agrees to the novation of this contract and all rights, benefit, interest and obligations arising therefrom, without prejudice to the enduring rights of the Council of Europe, as detailed in this Article.

3.4 Installation and Demonstration of the equipment

- 3.4.1 The Provider shall install the items indicated in Appendix I at the place of delivery prior to signature of the acceptance report relative to those items. The Provider shall install the goods in the places indicated by the Council or the Recipient in advance/on the day of delivery.
- 3.4.2 Manuals for each item of equipment shall be provided with the equipment at the time of delivery. The manuals shall be in English and/or Armenian. Any difference from this specification shall be notified to the Council of Europe at least 4 (four) weeks prior to delivery.
- 3.4.3 The Provider shall arrange for the demonstration of proper use of the equipment detailed in Appendix I, by an appropriate expert, on the day of delivery at each location indicated. Alternatively, the demonstrations shall take place at no extra cost to the Council at the latest within 2 (two) weeks of the date of delivery. Arrangements for the demonstration shall be agreed in writing with the Council of Europe and the Recipient at least 2 (two) weeks in advance of the proposed date of demonstration.

3.5 Warranty

- 3.5.1 The Provider warrants that the services and equipment comply with the standards and technical requirements recorded in the Technical Specifications as reproduced in Appendix I.
- 3.5.2 The Provider further warrants that the services and equipment comply with the standards and technical requirements established in the beneficiary country as well as the regulatory documents and State standards.
- 3.5.3 The Provider warrants that the material of which the equipment is made has no defects and that the equipment has been manufactured to the required standard, and is absent of defects related to the manufacturing process.
- 3.5.4 The Provider undertakes to replace or repair any defective part in the items listed in Appendix I free of charge. The warranty period, as indicated in Appendix I to the present contract, is to be calculated from the date of signing of the acceptance report of the equipment by the last party.
- 3.5.5 The Provider shall not be liable to replace or repair free of charge parts damaged by normal wear and tear, unless covered by the warranty period described in Appendix I.
- 3.5.6 The Provider shall ensure the availability upon order of spare parts for all items of equipment listed in Appendix I from the date of signing of the act of acceptance by the last party and for the entire duration of the warranty period.
- 3.5.7 In the event of termination of the product line for spare parts for any pieces of the equipment within 5 years from the date of signing of the acceptance report, the Provider shall notify the Recipient in advance so as to allow the possible purchase of spare parts in a timely manner.
- 3.5.8 The Provider shall provide the Recipient upon delivery with the respective and duly filled-in warranty certificates for each item of the equipment to be delivered under this contract, containing a description of the equipment, serial numbers and after-sales service terms as well as user manuals.
- 3.5.9 The warranty to the equipment shall not cover defects in their operation resulting from improper use of the equipment contrary to the user manuals provided for that equipment.
- 3.5.10 The Provider shall inspect the equipment listed in Technical specifications at the intervals indicated in Appendix I. The Service Provider shall provide estimates for the cost of any repair or maintenance required for the equipment where this is not covered by warranty.
- 3.5.11 Where defects are discovered after the warranty period that ought reasonably to have been discovered or prevented by the Provider at the time of delivery, and without prejudice to the rights and remedies of the Council for breach of this contract, the equipment shall be treated as under warranty.
- 3.5.12 If during the warranty period the Recipient discover defects of the equipment which were not identified at the transfer of the equipment, the Recipient shall take all necessary measures to prevent further deterioration of the equipment and send an appropriate written notification about these defects to the Provider.
- 3.5.13 The Provider guarantees the correction of defects free of charge within 15 (fifteen) calendar days from the receipt of the Recipient's notification during the warranty period.
- 3.5.14 The correction of defects under warranty can be made by way of replacement or repair of the equipment.

- 3.5.15 The Provider shall deliver spare parts required for the repair of abovementioned defects and any damage caused by the defect in the equipment under warranty at its own expense. Where the Recipient wishes replacement spare parts to be fitted at the same time, independent of the defective part or any fault of the Provider, the Recipient shall agree to pay the market price where these goods are not covered by the warranty.
- 3.5.16 After the expiry of the equipment warranty period, the Provider and the Recipient may by mutual consent conclude a post-warranty service agreement for all or some of the equipment on a one-off or continuing basis.
- 3.5.17 All disputes concerning the warranties for the equipment shall be determined in accordance with Article 19.
- 3.5.18 For avoidance of doubt, the parties acknowledge and agree that, in case the Council transfers property of the equipment to a third party, the equipment warranty and obligations of the Provider are also transferred.

3.6 Other obligations related to the equipment and services to be delivered

- 3.6.1 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 supply the equipment and services, with due respect for the Council's and the Recipient's needs and constraints, as contractually defined.
- 3.6.2 The Provider shall supply to the Council and the Recipient all the warnings and recommendations necessary particularly in terms of quality of services, security and compliance with professional standards. The Provider undertakes in particular to inform the Council and the Recipient as soon as it becomes aware, during the execution of the contract, of any difficulty that might affect the proper execution of the contract.

Article 4 – Loyalty and confidentiality

- 4.1 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 or the Recipient. The Provider undertakes to comply with the Council's directives for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Council.
- 4.2 The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any service matters or data that have been or are to be recorded that come to the 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 or the Recipient 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 or the Recipient. Nor shall the Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council or the Recipient shall lift these obligations.

Article 5 – Health, social and travel insurance of the Provider

The Provider shall undertake all necessary measures to arrange for health and social insurance of its staff during the entire period of the performance of work under the contract. The Provider acknowledges and accepts in this regard that the Council or the Recipient 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.

Article 6 – Disclosure of the terms of the contract

- 6.1 The Provider is informed and gives to the Council 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.
- 6.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Provider.

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

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

Article 8 - Fiscal obligations of the Provider

The Provider undertakes to observe all applicable rules and to comply with its fiscal obligations in:

- submitting an invoice to the Council in conformity with the applicable legislation;
- declaring all fees received from the Council for tax purposes as required in its country of fiscal residence.

Article 9 - Other obligations of the Provider

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

Article 10 – Fees, expenses and mode of payment

10.1 Fees

- 10.1 In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the fee indicated in its financial offer in accordance with the following conditions:

The full payment within 60 calendar days upon acceptance of the respective deliverables specified in Appendix I to this Contract by the Council and the Recipient and on of an invoice in Euros.

These prices are final and not subject to review.

10.2 VAT

- 10.2.1 Should the Provider not be subject to VAT, the amount invoiced shall be net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 10.2.2 to 10.2.4.
- 10.2.2. Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive. For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / sie.entreprises-etrangeres@dgfip.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00; or, depending on the provider, Providers without a French VAT number are required to register for VAT purposes at the VAT One Stop Shop (VAT OSS) 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 One-Stop shop in [Address/Country] under the OSS identification number [No. XX]".
- 10.2.3. Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Council will provide the Provider with an exemption certificate prior to the signature of the contract. The exemption certificate sent by the Council of Europe should be retained by the Provider and presented to the relevant tax authorities to justify tax-free invoicing. In accordance with Article 2 b) of Council Directive 2001/115/EC, the following should be stated in the invoice: "Intra-Community sale/service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC" and should indicate the final total amount excluding VAT. In case the CoE will not be in a position to provide the said certificate, the Council will pay the invoice with VAT included.
- 10.2.4. Should the deliverables be taxable in a non-EU country, the amount invoiced will not include VAT if the local (national) legislation allows for it, or if the Council of Europe enjoys tax exemption through other means in the country concerned. Otherwise, it shall include VAT.

10.3 Invoicing and payment

- 10.3.1 Upon acceptance of the deliverable[s] by the Council, the Provider shall submit an invoice or a request for payment in triplicate and in the currency specified in the Tender File and/or in the Technical Specifications (Appendix I), in conformity with the applicable legislation.
- 10.3.2 Before accepting the Deliverable(s), the Council reserves the right to ask the Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.
- 10.3.3 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 10.3.1, subject to the submission of the Deliverable(s) described in the Terms of reference and its/their acceptance by the Council.

Article 11 - Breach of contract

- 11.1 In the event that:
- a) 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 12.1 below; or
 - b) the Deliverables provided as referred to under Article 1.1 do not reach a satisfactory level; or
 - c) the Provider is in any of the situations listed in Article 16.2;
- the Council may consider there to have been a breach of contract and may consequently refuse to pay to the Provider the amounts referred to in Article 10 above.

- 11.2 In the cases described in paragraph 11.1 above, the Council reserves further, at any moment and further to prior notification to the Provider, the right to terminate the contract. In case of termination, the Council shall pay only the amount corresponding to the equipment or the services actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for equipment or services not provided.
- 11.3 The outstanding sums due to be reimbursed 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.
- 11.4 In the event of the Provider being unable to provide the equipment or services detailed in the contract, the Provider shall endeavour provide the same within the shortest delay and at no extra cost to the Council. The Provider shall cover any costs incurred by the Council and the Recipient due to delay, mistake or other obstacle to delivery caused by its actions or inaction.

Article 12 – Modifications, transfer and sub-contracting

12.1 Modifications

- 12.1.1 The provisions of this contract cannot be modified without the written agreement of all the parties. This agreement may take the form of an exchange of emails provided it is done using the contact details specified in Article 14.
- 12.1.2 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.

12.2 Transfer

- 12.2.1 The Provider may not transfer the contract, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.
- 12.2.2 The parties agree that the Council may transfer this contract in full or in part, to the Recipient. Title of the deliverables may be transferred to the Recipient at any time by the Council. The Council may also assign the benefit of this contract to the Recipient.
- 12.2.3 Upon transfer or assignment of the contract all title, rights, benefit and interest, as well as obligations not expressly retained by the Council, shall be transferred fully and immediately to the Recipient.
- 12.2.4 The Provider shall remain bound by all of the terms of this contract, including any express or implied warranty, vis-à-vis the Recipient and any subsequent parties to whom the contract is transferred where consent has been granted by the Provider.

12.3 Sub-contracting

- 12.3.1 A sub-contract shall be valid only if it is a written agreement by which the Provider entrusts performance of a part of his contract to a third party.
- 12.3.2 The Provider shall not sub-contract without the prior written authorisation of the Council. The elements of the contract to be sub-contracted and the identity of the subcontractors shall be notified to the Council. The Council shall within 15 (fifteen) calendar days of the notification, notify the Provider of its decision, stating reasons should he withhold such authorisation.

- 12.3.3 Sub-contractors must satisfy the eligibility criteria applicable for the award of the contract.
- 12.3.4 The Council shall have no contractual relations with the sub-contractors. The Provider shall remain liable to the Council for the performance of all obligations under the contract whether or not they have been sub-contracted to other agents.
- 12.3.5 The Provider shall inform the Council promptly of any delay, failure to perform or other breach of contract which occurs or which is likely to occur due to the action of any sub-contractor.

Article 13 - Case of force majeure

- 13.1 In the event of a 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 other serious events that would require the Council or the Provider to cancel the contract.
- 13.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 (seven) calendar days.

Article 14 - Communication between the parties

- 14.1 The Contact point within the Council of Europe is:

Person / Function / Department

Address

Telephone

Email

Fax

- 14.2 The Provider can be reached through:

Person / Function / Department

Address

Telephone

Email

Fax

- 14.3 The Recipient can be reached through:

Person / Function / Department

Address

Telephone

Email

Fax

- 14.4 Any communication is deemed to have been made when it is received by the receiving party, unless the Agreement refers to the date when the communication was sent.
- 14.5 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 Articles 14.1, 14.2 or 14.3 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 Articles 14.1, 14.2 or 14.3 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.
- 14.6 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 Article 14.1 above.
- 14.7 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 15 –Acceptance

The provision of equipment and services referred to in this contract shall be the subject of a written acceptance procedure, as defined in Article 3.3 above. If acceptance is refused, the Council shall inform the Provider accordingly, giving reasons, and reserves the right to set new modalities for the provision of the equipment and services. 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 16 – Changes in the Service Provider's situation or standing

- 16.1 The Provider shall inform the Council without delay of any changes in his address or legal domicile.
- 16.2 The Provider shall also inform the Council without delay:
- i. if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
 - ii. where the Provider is a consortium or similar entity, if there is a change in membership or partnership.
 - iii. if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
 - iv. 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;
 - v. if they have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
 - vi. 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;
 - vii. If they are or are likely to be in a situation of conflict of interests;
 - viii. if they are or if their owner(s) or executive officer(s), in the case of legal persons, are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at www.sanctionsmap.eu).

Article 17 – Consortium

- 17.1 This provision only applies insofar as the Contract is concluded with a Consortium of providers.
- 17.2 The Providers have full responsibility for carrying out and complying with the terms of the contract. The Providers are jointly and severally liable. If a Provider fails to implement its part of the contract, the other Providers become responsible for the carrying out of the Deliverables, unless the Council expressly relieves them of this obligation.
- 17.3 In case of breach of contract, where applicable, the Council will claim back the amounts paid but that were not due under the contract. The coordinator of the consortium is fully liable for repaying the debts of the consortium; even if it has not been the final recipient of those amounts.
- 17.4 The internal roles and responsibilities of the Providers are divided as follows:
- 17.4.1 The Providers must designate a coordinator.
- 17.4.2 Each Provider must:
- i. inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the performance of the contract, change in legal status or technical, organisational or ownership situation, circumstances affecting the award of the contract or compliance with the requirements of the contract;
 - ii. submit to the coordinator in good time:
 - any other documents or information required by the Council under the contract, unless the contract requires the Provider to submit this information directly;
 - any information requested by the coordinator in order to verify the state of performance of the Deliverables under the contract, the proper implementation of the contract and compliance with the other obligations under the contract.
 - iii. give the other Providers access to any pre-existing industrial and intellectual property rights needed for the performance of the contract and compliance with the obligations under the Agreement.
- 17.4.3 The coordinator must:
- i. monitor that the Deliverables are carried out timely and properly, in accordance with the terms of the contract;
 - ii. act as the intermediary for all communications between the Providers and the Council (in particular, providing the Council with the information described in Article 17.4.2(ii) immediately), unless the agreed otherwise by the Parties;
 - iii. request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council;
 - iv. before starting performance of the contract, submit this list of pre-existing rights (Article 17.4.2(iii)) to the Council.
 - v. submit the Deliverables to the Council in accordance with the timing and terms of the contract;
 - vi. Payments shall be made by the Council to the coordinator. Payments to the coordinator shall discharge the Council from its payment obligation. The coordinator must ensure that the distribution of the payments between the Providers are made without unjustified delay.

The coordinator may not subcontract the above-mentioned tasks.

- i. 17.5 The Providers must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must

- be set out in a written 'consortium agreement' between the beneficiaries, which may cover:
- internal organisation of the consortium;
 - distribution of the Council payment(s);
 - additional rules on rights and obligations related to pre-existing rights and results (including intellectual and industrial property rights), specifying the owner and persons that have a right of use;
 - settlement of internal disputes;
 - liability, indemnification and confidentiality arrangements between the Providers.

The consortium agreement must not contain any provision contrary to the contract.

17.6 Each member of the Consortium shall sign the Declaration of Agreement (as reproduced in Appendix IV to the present contract).

Article 18 – Data Protection

- 18.1 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.
- 18.2 Where the Provider, pursuant to its obligations under this contract, processes personal data on behalf of the Council, it shall:
- i. Process personal data only in accordance with written instructions from the Council;
 - ii. Process personal data only to the extent and in such manner as is necessary for the execution of the contract, or as otherwise notified by the Council;
 - iii. Implement appropriate technological measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected;
 - iv. Take reasonable steps to ensure the reliability of the Provider's employees having access to the personal data and to ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and thus agree to comply with the data protection obligations set out in this contract;
 - v. Obtain written consent from the Council prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Council chooses to authorise subcontracting, the same data protection obligations as set out in this contract shall be imposed on the subcontractor by way of a contract. The Provider shall remain fully liable to the Council for the performance of that subcontractor's obligations.
 - vi. Notify the Council within five working days if it receives:
 - a. a request from a data subject to have access (including rectification, deletion and objection) to that person's personal data; or
 - b. a complaint or request related to the Council's obligations to comply with the data protection requirements.
 - vii. Provide the Council with full assistance in relation to any such request or complaint and assist the Council to fulfil its obligation to respond to the requests for rectification, deletion and objection, to provide information on data processing to data subjects and to notify personal data breaches;
 - viii. Allow for and contribute to checks and audits, including inspections, conducted or mandated by the Council or by any authorised third auditing person. The Provider shall immediately inform the Council of any audit not conducted or mandated by the Council;
 - ix. Not process nor transfer personal data outside the jurisdiction of a Council of Europe Member State without the prior authorisation of the Council and provided that an adequate level of protection is guaranteed by law or by ad hoc or approved standardised safeguards (such as binding corporate rules) in the jurisdiction of the recipient;

- x. Make available to the Council all information necessary to demonstrate compliance with the obligations under the contract in connection with the processing of personal data and the rights of data subjects;
- xi. Upon the Council's request, delete or return to the Council all personal data and any existing copies, unless the applicable law requires storage of the personal data.

Article 19 - Disputes

- 19.1 In accordance with the provisions of Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe, all disputes between the Council and the Provider as regards the application of this contract shall be submitted, if a mutual agreement cannot be reached between the parties, to arbitration as laid down in Rule No. 481 of the Secretary General (*attach Rule to be found in Appendix IV*).
- 19.2 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.
- 19.3 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.
- 19.4 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.
- 19.5 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.
- 19.6 The arbitral decision shall be binding upon the parties and there shall be no appeal from it.
- 19.7 In the case of transfer of the contract, the Recipient and the Provider are free to decide that all or any disputes between the Recipient and the Provider as regards the application of this contract shall be governed by the jurisdiction of the country of their choice. Failing agreement on an alternative jurisdiction, it shall be presumed that the jurisdiction and applicable law shall be that of Armenia.

Article 20 - Addresses and bank details of the parties

20.1 The Provider:

Address:

Bank details:

20.2 The Council:

Bank address: F-67075 Strasbourg Cedex, France

Bank name: Société Générale Strasbourg

Code IBAN: FR76 30003 02360 001500 1718672

SWIFT Code: SOGEFRPP

Article 21 – Date, place and signatures of the parties

Done in three copies, in [place], on [date]

On behalf of the Council	On behalf of the Provider	On behalf of the Recipient
Name	Name	Name
Position	Position	Position

INVOICING (This part is reserved for the Council of Europe)	
Invoicing Address ►	Council of Europe Office in Yerevan, Elite Plaza, 5th floor, 15 M. Khorenatsi str. 0010 Yerevan, Armenia
<input type="checkbox"/> The invoice shall indicate prices net fixed amount .	
<input type="checkbox"/> The invoice shall be established excluding tax .	
<p>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."</p>	
<input type="checkbox"/> The Council of Europe shall provide a VAT exemption certificate to the service provider/supplier with each order. The exemption certificate should be retained by the Provider/Supplier and presented to the relevant tax authorities to justify tax-free invoicing. In case the Council of Europe is not in a position to provide the said certificate, the invoice shall be established including all taxes.	
<p>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'.</p>	
<input type="checkbox"/> For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / sie.entreprises-etrangeres@dgfip.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00	
<p>e-commerce: The invoice shall be established including all taxes (French VAT at the applicable rate). Providers/Suppliers without a French VAT number are required to register for VAT purposes at the VAT One Stop Shop (VAT OSS) of their choice. The invoice</p>	
<input type="checkbox"/> 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/Supplier and paid to the VAT One-Stop shop in [Country]".	
Comments	
<p>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).</p>	

APPENDIX I

Technical Specifications

APPENDIX II

Tender submitted by the Provider

APPENDIX III

Model Act of Acceptance / Acceptance report

APPENDIX IV

Rule No. 481 of 27 February 1976 laying down the arbitration procedure for disputes between the Council and private persons concerning goods provided, services rendered or purchases of immovable property on behalf of the Council

The Secretary General of the Council of Europe,
 Having regard to the Statute of the Council of Europe, of 5 May 1949, and in particular its Articles 11 and 40,
 Having regard to the General Agreement on Privileges and Immunities of the Council of Europe signed on 2 September 1949,
 and in particular its Articles 1, 3, 4 and 21, as well as the Special Agreement relating to the seat of the Council of Europe
 signed on 2 September 1949,

Considering that it is appropriate to determine the arbitration procedures for any disputes between the Council and private
 persons regarding supplies furnished, services rendered or immovable property purchased on behalf of the Council,

Having regard to the decision of the Committee of Ministers of the Council of Europe at the 253rd meeting of the Deputies,

DECIDES:

Article 1

Any dispute relating to the execution or application of a contract covered by Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board 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.

Article 2

However, 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.

Article 3

The Board referred to in Article 1 or, where appropriate, the arbitrator referred to in Article 2 shall determine the procedure to be followed.

Article 4

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.

Article 5

The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

Strasbourg, 27 February 1976
 Georg KAHN-ACKERMANN
 Secretary General