

Appendix III

DECLARATION OF AGREEMENT

(To be completed and signed by each tenderer)

Name of the Tenderer	
Legal address ►	
Registration number	
VAT number ►	

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;
- declare that I am not a retired Council of Europe staff member or a Council of Europe staff member having benefitted from an early departure scheme;
- declare that I am not a retired Council of Europe staff member or a Council of Europe staff member having benefitted from an early departure scheme;
- declare that, in the previous three years, neither I, nor the Provider I represent, have failed to fulfil the contractual obligations in the performance of a contract concluded with the Council of Europe leading to a total or partial refusal of payment and/or termination of the contract by the Council of Europe
- 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, inclusion in the lists of persons or entities subject to restrictive measures applied by the United Nations and the European Union;
- Accept without any derogation all the terms of the Legal Conditions as reproduced in the Contract 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 Contract by a representative of the Council.

Name of the Signatory ¹ ►	
Date ►	
Place ►	
Signature ►	

¹ The Signatory must be entitled to represent the Tenderer.

**MODEL ACT OF ACCEPTANCE FOR IT SERVICES DELIVERED PURSUANT TO CONTRACT 9154/2024/07
BETWEEN THE COUNCIL OF EUROPE (the Council) AND Recipient 1 (the Recipient) AND XXX (the
Provider or Supplier)**

This Act of Acceptance is drafted and signed pursuant to the terms of the contract ref: 9154/2024/07, dated [DATE] (“the contract”). The terms and conditions laid down by that contract shall govern the interpretation and effect of this Act of Acceptance, and those terms and conditions shall take precedence over any terms contained herein. Signature of this document shall in no way be considered to waive, alter or otherwise affect the terms of the original contract, or the rights and obligations of the parties thereto, except insofar as this document is a record of the performance of that contract.

The signatories hereby declare the following, subject to the signature of this document by all parties, and having effect as from the signature of the last of the parties to do so:

- That the deliverables described below have been delivered in accordance to the conditions laid down in the Contract;
- That the signatories have had sufficient opportunity to inspect the deliverables described below;
- That the deliverables conform to the standards and requirements described in the Technical Requirements of the Tender 9154/2024/07, subject to any comments made in this form;
- That the Council of Europe or its representative accepts delivery of the deliverables described;
- That the Recipient or its representative accepts delivery of the deliverables described;
- That risk concerning the deliverables hereby passes from the Supplier to the Council, which assigns the benefit of the contract and the related risk directly to the Recipient;
- That the Council shall be liable to pay the balance of the contract pursuant to Article 10.1, subject to any reduction provided for in the terms of the contract;
- That ownership of the deliverables shall be transferred upon payment of the balance;
- That the supplier shall remain liable to provide, deliver and install any goods remaining to be delivered as described in the Technical Requirements of the contract and indicated in the relevant box below;
- That any warranties and other terms of the contract deemed to run from the time of delivery shall, for those deliverables described below and actually delivered to the address indicated, commence as from midnight on the date of signature of the last of the parties;
- That the terms and conditions of the contract remain valid between all of the parties to the contract;
- In particular, that the acceptance of the goods described shall not be considered to waive or exclude liability under the terms of any warranty, express or implied, and that the Provider shall remain liable to perform under the warranty or to pay damages for breach of any of the terms of Article 3.5 of the contract.