|  |  |
| --- | --- |
| Contract No. ► | 2020/3 |
| Project ID / Sector ► | Directorate of internal oversight |
| Council of Europe contact point ► | Dio.evaluation@coe.int |

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**ACT Of ENGAGEMENT**

**(Direct Award / 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-1) for the provision of Consultancy services for the Evaluation of the Council of Europe’s Conference of International Non-Governmental Organisations (INGOs)**

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).

The Provider shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**. Ensure that the “Name” of the Provider and the “Account holder” are the same.

2. Fill in the column “Fees” of the table of fees (See Section A), where applicable;

3. Sign the Act of Engagement (See Section B) and send a signed and scanned copy to the Council (See contact point above).

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

**A. Terms of reference / Table of fees**

The Directorate of Internal Oversight of the Council of Europe will implement in 2020 an evaluation of the Council of Europe’s Conference of International Non-Governmental Organisations (INGOs). In that context, it is looking for a Provider for provision of consultancy services (See Section A of the Act of Engagement).

**Prices**

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

Prices are indicated in Euros without VAT. For the VAT regime to be mentioned on the invoice(s), please refer to Article 4.2 of the Legal Conditions (See Section C, below). **Tenders proposing a fee above the exclusion level will be entirely and automatically excluded from the tender procedure.**

*The work plan will be reviewed during the course of the assignment to take into account any constraints which may arise due to the current Covid-19 situation which may impact on planned delivery dates. Any necessary changes will be agreed during the course of the assignment by the CoE and the selected consultant(s) in accordance with Article 6 (MODIFICATIONS) of the Act of Engagement.*

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

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables ▼** | **Deadline for**  **delivery ▼** | **Fees ▼** | **Exclusion level**  **▼** |
| Scoping interviews |  |  |  |
| Draft Inception Report |  |
| 1st Reference group meeting |  |
| Final Inception report |  |
| First Draft report |  |  |  |
| Second Draft report |  |
| 2nd Reference Group meeting |  |  |  |
| Final Draft report |  |
| Final Evaluation Report |  |
| TOTAL ► | |  | € 30 000 |

**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 terminate any existing contractual relations formed on the basis of such statements and information;
* 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 signature of this Act by a representative of the Council.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| The Provider shall **fill in this part**, **print the document**, **sign in the box** below and **send a scan copy of the whole document** to the email address indicated on the 1st page. | | | | | |
|  | | | | | |
|  | **For the Provider ▼** | |  | **For the Council of Europe ▼**  On behalf of the Secretary General of the Council of Europe | |
| Signature | Signatory (Name, Function and Entity) ► |  |  | Signatory (Name, Function and Entity) ► |  |
| Provider ► |  |  | % of advance payment accepted ► |  |
| Place of signature ► | In |  | Place of signature ► | In |
| Date of signature ► | \_\_\_ / \_\_\_ / \_\_\_\_\_\_ |  | Date of signature ► | \_\_\_ / \_\_\_ / \_\_\_\_\_\_ |
| Signature  ► |  |  | Signature► |  |
|  |  |  |  | PO Number ► |  |
|  |  |  |  | FIMS Number ► |  |

|  |  |  |  |
| --- | --- | --- | --- |
| **Invoicing** (This part is reserved for the Council of Europe) | | | |
| **Invoicing Address** ► | | | **Council of Europe, Avenue de l’Europe, F – 67075 Strasbourg Cedex** |
| ☐ | 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 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. | | |
| ☐ | The invoice shall *be established* ***including all taxes***. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount ‘including all taxes’.  For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / [sie.entreprises-etrangeres@dgfip.finances.gouv.fr](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/suppliers are required to register for VAT purposes at the VAT Mini One Stop Shop (VAT MOSS) of their choice. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount ‘including all taxes’. The invoice shall also stipulate the following statement: “French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country] under the MOSS identification number [No. XX]”. | | |
| Comments | |  | |
| The Provider shall invoice the Council as indicated above. For any question, please contact the contact point of this contract. For aspects other than VAT, the invoice shall conform to the applicable legislation. Unless agreed otherwise between the parties, the invoice shall be in the currency specified in the table of fees (See Section A). | | | |

**C. Legal Conditions**

**Article 1 – General provisions**

* 1. 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:

1. “Contract” shall refer to the documents described in 1.2, above;
2. “Council” shall mean the Council of Europe;
3. “Deliverables” shall mean the services or goods as described in the Terms of reference;
4. “Parties” shall mean the Council and the Provider;
5. “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 CoE 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-2)
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

**Annex 1. Terms of Reference**

**EVALUATION OF THE COUNCIL OF EUROPE’S CONFERENCE OF INTERNATIONAL NON-GOVERNMENTAL ORGANISATIONS (INGOs)**

**TERMS OF REFERENCE**

**Directorate of Internal Oversight**

Evaluation Division

Evaluation (2020)3

3 April 2020

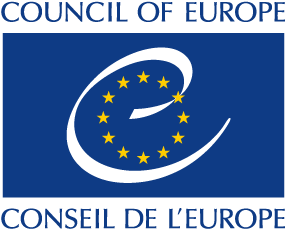


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**Introduction**

The Council of Europe is the continent’s leading human rights organisation. It promotes human rights, democracy and the rule of law in Europe and beyond. The Organisation’s 47 member states have signed up to the European Convention on Human Rights, the implementation of which is overseen by the European Court of Human Rights.[[3]](#footnote-3)

The Conference of INGOs is a civil society assembly whose aim is to represent European civil society as the institutional civil society pillar within the Organisation and to promote democracy, human rights and the rule of law through civil society in Europe, alongside the Secretary General, the Committee of Ministers, the Parliamentary Assembly, the Congress of Local and Regional Authorities the European Court of Human Rights and the Commissioner for Human Rights.[[4]](#footnote-4)

The Helsinki Declaration[[5]](#footnote-5), delivered on 17 May 2019, stated that ‘a free and pluralist public debate is a precondition for democracy, and strong action is required to reverse the recent deterioration of freedom of expression in Europe. We recognise the key role of civil society and express our deep concern at its shrinking space. We commit to a meaningful and transparent dialogue with civil society at all levels of our engagement’.

Similarly, the Georgian presidency of the Council of Europe Committee of Ministers (November 2019 - May 2020), has highlighted *Civil Participation in Decision-Making Process* as one of its four priorities.[[6]](#footnote-6) The Georgian Presidency considers that increasing the level of input from civil society and from citizens to guide public decisions can be one way of combating negative trends such as decreased trust in public authorities and increased populism in Europe.

In view of the above, the 2020 work programme[[7]](#footnote-7) of the Directorate of Internal Oversight (DIO) included an Evaluation of the Programme line Conference of INGOs. The evaluation aims to contribute to the debate on the improvement of dialogue of the CoE with civil society. The INGO Conference is under the programme ‘Democratic Governance’ of the Programme and Budget 2020-2021[[8]](#footnote-8) .

The evaluation is expected to contribute to the improvement of the institutional set-up between the Conference of INGOs and the Council of Europe, in order to assess the existing framework and identify possible avenues for continued support to the Conference of INGOs and its activities in protecting and promoting the rights of civil society in Europe.

These terms of reference provide a description of the proposed evaluation approach, design and timeframe.

**Conference of INGOs**

**Internal organisation**

[The INGO Conference of the Council of Europe](http://www.coe.int/t/ngo/conf_intro_EN.asp?) is made up of 320 INGOs enjoying participatory status, is the main decision-making body of the non-governmental organisations. It identifies the general action needed to organise its participation in the Council of Europe "quadrilogue"[[9]](#footnote-9) (partnership between the four pillars of the Council of Europe: [Committee of Ministers](http://www.coe.int/t/cm/home_EN.asp?), [Parliamentary Assembly](https://en.wikipedia.org/wiki/Parliamentary_Assembly_of_the_Council_of_Europe), [Congress of Local and Regional Authorities](https://en.wikipedia.org/wiki/Congress_of_the_Council_of_Europe), and INGO Conference).

**The Conference**

The Conference of INGOs is the chief body representing the INGOs enjoying participatory status with the Council of Europe and as such identifies the general action needed to organise its participation in the Council of Europe “quadrilogue” alongside the Committee of Ministers, the Parliamentary Assembly and the Congress of Local and Regional Authorities, to ensure that participatory status functions correctly, and so help to affirm the political role of civil society at the Council of Europe. It decides on policy lines and defines and adopts action programmes.

**Sessions**

The Conference of INGOs meets in Strasbourg twice a year normally during the ordinary sessions of the Parliamentary Assembly of the Council of Europe. The Conference of INGOs is chaired by its President in office, whom it elects every three years. The [current President](http://www.coe.int/en/web/ingo/biography) is Ms Anna Rurka, who is in her second mandate which will end in April 2021.

**The Bureau**

The Bureau of the Conference of INGOs is made up of nine members who are delegates from INGOs belonging to the Conference of INGOs and who sit on the Bureau in a personal capacity.

The Bureau prepares the agenda for the meetings of the Conference of INGOs and its Standing Committee and implements the decisions taken by these two bodies. It also implements the internal and external communication policy of the Conference of INGOs defined by the Standing Committee. It ensures that all INGOs enjoying participatory status and interested in the work of the Conference of INGOS are involved in it.

**Standing Committee**

[The Standing Committee](http://www.coe.int/t/ngo/standing_com_EN.asp?) is the management and decision-making body of the non-governmental organisations. It has a consultative and proposal-making role vis-à-vis the INGO Conference and its Bureau and adopts the recommendations and resolutions expressing their commitment. It is responsible for co-ordination between the INGO Conference and its Committees; it promotes participation by the INGOs in the work of the other partners in the Council of Europe. [The Bureau](http://www.coe.int/t/ngo/bureau_en.asp) prepares the agenda for the meetings of the INGO Conference and its Standing Committee and implements the decisions taken by these two bodies.

**Thematic Committees**

During and between the sessions, the main work is carried out by [the three committees](http://www.coe.int/t/ngo/menu_structure_EN.asp?) where INGOs are involved at local, national and European level cooperate on issues in the competence of:

* [Democracy, Social Cohesion and Global Challenges](https://www.coe.int/en/web/ingo/democracy-committee)
* [Education and Culture](https://www.coe.int/en/web/ingo/education-and-culture-committee)
* [Human rights](https://www.coe.int/en/web/ingo/human-rights-committee)

The committees prepare the contributions to the steering committees and subordinate bodies, organise with the secretariat the activities on these issues both in the Council of Europe and its member States and elaborate draft declarations and recommendations to other entities of the Council of Europe to be discussed and adopted by the INGO Conference or its standing committee. They share their expertise with the directorates general and other entities of the Council of Europe.

**The Expert Council on NGO Law**

The Expert Council was created in 2008 and carries out thematic and country studies on specific aspects of NGO legislation and its implementation that seem to pose problems of conformity with international standards, notably the European Convention on Human Rights and the [Recommendation (2007)14](http://wcd.coe.int/ViewDoc.jsp?id=1194609&Site=CM&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75) on the legal status of NGOs in Europe. Its work covers the 47 member countries of the Council of Europe and Belarus. It co-operates with other Council of Europe bodies, in particular the Venice Commission and the Commissioner for Human Rights. [[10]](#footnote-10)

**INGO Service**

INGO-Service was set up to receive voluntary financial contributions from INGOs. The purpose of INGO-Service is to provide financial means to the Conference of INGOs, in addition to the financial contribution of the Council of Europe, to carry out its activities and its missions, to enhance the work of all of the INGOs holding participatory status. The Council of Europe and INGOs voluntary contributions have a 50/50 share of the INGO-Service budget. In 2019, the amount received from the Council of Europe was 20 000 EUR.

In addition to this collective work, national and international NGOs are cooperating individually as experts with the different organs and directorates general of the Council of Europe.

**The legal basis for the work in the Council of Europe**

The Council of Europe has various hard and soft standards that regulate the status of NGOs in Europe and their relationship to the Council of Europe.

**Recommendation CM/Rec(2007)14 of the Committee of Ministers to member states  
on the legal status of non-governmental organisations in Europe**

The Recommendation defines the minimum standards to be respected concerning the creation, management and the general activities of NGOs in member states of the organisation.

CM/Rec(2007)14 is substantially and consistently promoted by the Conference of INGOs,  notably through the work of the Expert Council on NGO Law,  which uses the Recommendation as a strong point of reference and a bedrock for defending and expanding the multiple roles of civil society in Council of Europe Member States. The Conference encourages all civil society organizations throughout Europe to cite and make use of the Recommendation in their dealings with governmental authorities at all levels.

* [Link to Recommendation (2007)14](http://wcd.coe.int/ViewDoc.jsp?id=1194609&Site=CM&BackColorInternet=9999CC&BackColorIntranet=FFBB55&BackColorLogged=FFAC75)

**European Convention on the Recognition of the Legal Personality of International Non-Governmental Organisations [CETS N° 124][[11]](#footnote-11)**

The Council of Europe recognised, as early as in 1951, the importance of the NGOs, each in its particular field, and of their contribution to the activities of the Organisation.

The Committee of Ministers of the Council of Europe, being aware of the absence of any international instrument in force aimed at facilitating the activities of NGOs at international level charged a select Committee of experts on international non-governmental organisations (CJ-R-OR) with the task of drawing up an appropriate instrument on NGOs.

The CJ-R-OR held three meetings in 1982 and 1983 and submitted a draft European convention on recognition of the legal personality of international non-governmental organisations to the CDCJ for approval. This draft convention was adopted by the Committee of Ministers on 24 October 1985 and the Convention was opened for signature by member States in Strasbourg on 24 April 1986.

* [Link to Convention 124](http://conventions.coe.int/Treaty/Commun/QueVoulezVous.asp?NT=124&CM=8&DF=5/15/2006&CL=ENG)

**Evolution of the Conference of INGOs**

In May 1951, the Committee of Ministers stated that it "may, on behalf of the Council of Europe, make suitable arrangements for consultation with international non-governmental Organisations which deal with matters that are within the competence of the Council of Europe" [(Resolution (51) 30Fe)](https://search.coe.int/Pages/result_details.aspx?ObjectId=09000016805e399f). In October 1972 it adopted [the “Rules for Consultative Status” for INGOs (Resolution (72) 35)](https://search.coe.int/Pages/result_details.aspx?ObjectId=090000168091d7e4).

The Secretary General of the Council of Europe at the time, Georg Kahn-Ackermann, increased the cooperation with the INGOs and suggested that they should get organised among themselves. This led to establishing in January 1976 the Liaison Committee, a body made up of 17 INGOs elected by the "Plenary Conference of the INGOs enjoying consultative status with the Council of Europe". In 1979, the Committee of Ministers decided to establish, within the Directorate of Political Affairs, a secretariat for the Liaison Committee and to put interpretation and meeting rooms at the disposal of the INGOs. In order to finance the collective work, the Liaison Committee set up, in 1995, the association "INGO Service" to receive voluntary financial contributions from INGOs.

**Participatory Status**

The Council of Europe has had working relations with non-governmental organisations since 1952 when it introduced a consultative status for INGOs.  In 2003, in recognition of the increasingly active role played by the INGOS, the Council of Europe decided to change the consultative status to one of participatory status. The Resolution on the Status of partnership between the Council of Europe and national non-governmental organisations was adopted.[[12]](#footnote-12)

In 2005, the Resolution on committees and subordinate bodies, their terms of reference and working methods[[13]](#footnote-13) followed.

In his 2015 report on the “[State of Democracy, Human Rights and the Rule of Law in Europe](https://edoc.coe.int/en/an-overview/6455-state-of-democracy-human-rights-and-the-rule-of-law-in-europe.html)” the Secretary General recommended to revise, in consultation with the Conference of INGOs, the guidelines on participatory status. The main objective of the revision of the resolution was to better define the criteria for granting or refusing participatory status and to increase the relevance and quality of INGOs enjoying participatory status.

In July 2016, the Committee of Ministers adopted a new resolution on participatory status, [Resolution (2016)3](http://search.coe.int/cm/Pages/result_details.aspx?ObjectId=090000168068824c). It sets out the rules for the granting of participatory status to INGOs, gives more information on the background of the status, what it represents, the conditions to be met by INGOs and the possibilities it gives to INGOs to co-operate with the Council of Europe.

The INGOs enjoying participatory status form the Conference of INGOs.  The Conference represents civil society at the Council of Europe and works to promote participatory democracy.

**Work conducted under the programme line**

|  |
| --- |
| **Programme and Budget 2016-2017** |
| In the Programme and Budget 2016-2017, the Conference of INGOs operates under the “Strengthening Democratic Dialogue” budget line and lists the following overall objective:  *“The objective of this programme is that different actors play a positive role at all levels of governance and in conflict resolution.”*  More specifically, *“The Conference of INGOs will concentrate on enhancing the protection of human rights defenders; combating radicalisation and extremism leading to terrorism; promoting gender equality and protecting the freedoms of assembly, association and expression.”*  Under this objective, the document lists one expected result with five indicators:    The average annual budget of the Conference of INGOs in 2016-2017 amounted to 159 450,00 EUR |
| **Programme and Budget 2018-2019**  In the Programme and Budget 2018-2019, the Conference of INGOs operates under the “Democratic Governance” programme and budget line and lists the following overall objective:  “*The objective of this programme line is that member States take measures to ensure good democratic governance in their public institutions and in electoral processes, and that the different actors play a positive role at all levels of governance and in conflict resolution*.”  More specifically, “*The Conference of INGOs will concentrate on the freedoms of assembly, association and expression, promoting the use of the Council of Europe Guidelines on civil participation in political decision making*.”  Under this objective, the document lists one expected result with five indicators: |



The average annual budget of the Conference of INGOs in 2018-2019 amounted to 166 600,00 EUR.

**Contributions of different Council of Europe institutions and entities and other actors**

**Parliamentary Assembly of the Council of Europe (PACE)**

In November 2007, [a resolution was adopted on the “Co-operation between the Parliamentary Assembly and the Conference of INGOs” (Resolution 1589 (2007)1)](http://assembly.coe.int/Main.asp?link=/Documents/AdoptedText/ta07/ERES1589.htm), noting "with satisfaction that the work programme of the Conference of INGOs contains several major themes which are closely related to the priorities of the Assembly. On this basis, it is convinced that additional steps should be taken with a view to an enhanced co-operation aimed at further developing citizen participation and dialogue with civil society".

**Congress of Local and Regional Authorities**

In May 2008, the Congress of Local and Regional Authorities and the INGO Conference concluded [resolution on Partnership between local and regional authorities and NGOs in Council of Europe member States](https://search.coe.int/Pages/result_details.aspx?ObjectId=09000016805d35c8) to promote progressive and appropriate procedures for citizen participation between elections". This memorandum was established mainly to strengthen the position of national and local NGOs, which in their great majority do not have any link with the Council of Europe.

**World Forum for Democracy**

The World Forum for Democracy is a platform for political decision-makers and activists to debate solutions to key challenges for democracies worldwide. By identifying and analysing experimental initiatives and practices, the Forum highlights and encourages democracy innovations at the grassroots and their transfer on a systemic level in order to strengthen the foundations of democratic societies. The Forum thus contributes to the evolution of democracy towards more participatory and inclusive structures and institutions. A meeting of the Forum is held annually.

**North-South Centre**

The mission of the North-South Centre is to empower civil society, in particular youth and women, through intercultural dialogue and global citizenship education, to play an active role in Council of Europe member states and neighbouring regions. In January 2010, a [cooperation agreement](https://search.coe.int/Pages/result_details.aspx?ObjectId=090000168093e96d) was concluded between the [North-South Centre](https://www.coe.int/en/web/north-south-centre) and the INGO Conference in order to strengthen their collaboration.

The work of the entities listed above is carried out under different programme lines and is not included in the scope of the evaluation.

**Other international actors in the field**

The evaluation will further look into various international organisations’ roles in the field of International NGOs and identify the added value of the Council of Europe’s work in comparison with those.

**The Evaluation Approach**

**Rationale and purpose**

The evaluation of the Conference of INGOs was included in the DIO’s work programme for 2020 due to the political and strategic relevance of the subject. The Conference of INGOs has been recognised as an important political body of the Council of Europe by “consistently demonstrating its relevance and commitment to [the] Organisation’s values and priorities”[[14]](#footnote-14) since gaining its participatory status in 2003. Given the ever growing concern about the status of NGOs in Europe, and the priority given to civil society participation by both the past and current presidencies of the Committee of Ministers, and as confirmed in the Helsinki Declaration - it is a timely moment to assess the contribution made by the Conference of INGOs in giving civil society a much-needed voice within the Council of Europe and within its Member States.

The DIO conducted four other evaluations mentioned below. This evaluation seeks to further DIO’s efforts in order to optimise the Organisation’s interventions in support to INGOs. It has the potential to enhance the coherence and synergy of actions as well as to identify the added value of the Conference of INGOs in this respect.

**Previous Evaluations undertaken by DIO in relation to NGOs**

**Evaluation of the World Forum for Democracy**[[15]](#footnote-15)

The purpose of the evaluation was to contribute in particular to on-going reflections among the organizers regarding a future strategy, positioning and management of the Forum. The evaluation report took stock of achievements and assessed operational arrangements in order to learn lessons for future editions of the Forum. Based on evaluation findings, the evaluation concluded that the management and governance arrangements of the Forum are partially efficient. The Forum is effective by giving some inputs for democratic initiatives implemented by its participants and it adds value to the Council of Europe and the international discussion on democracy. Overall, the strategic positioning of the Forum was found to be satisfactory. However, one of the recommendations (Rec.5) stated that the connection between the Forum and the Council of Europe’s other work needed to be strengthened.

[**Evaluation of the contribution of Non-Governmental Organisations (NGOs) to standard setting and monitoring in the CoE**](http://rm.coe.int/CoERMPublicCommonSearchServices/DisplayDCTMContent?documentId=09000016806bdb52) **(2016)[[16]](#footnote-16)**

This evaluation focused on the added value and effectiveness of the contributions of NGOs through the steering committees, monitoring bodies and Conference of International NGOs. The evaluation found that NGOs bring significant added value to standard setting and monitoring, as they channel professional expertise and practical experience on the implementation of standards in the field. NGOs also diversify the sources of information and the points of views considered by standard setting and monitoring bodies. Finally, NGOs are key actors for advocating the ratification, adoption and implementation of CoE standards.

**Evaluations of the North-South Centre (2012 and 2015)**

The mission of the North-South Centre is to empower civil society, in particular youth and women, through intercultural dialogue and global citizenship education, to play an active role in Council of Europe member states and neighbouring regions.[[17]](#footnote-17) DIO Evaluation Division carried out two evaluations of the North-South Centre, first in 2012[[18]](#footnote-18) and a second in 2015.[[19]](#footnote-19) Both evaluations sought to examine the relevance and added value of the North-South Centre and proposed possible scenarios for the most appropriate continuation of its functioning. The 2012 evaluation found “the Centre had added value to the Council of Europe and to the member states which contributed to the Partial Agreement and had the capacity to do so in the future”. However, the evaluation also showed that the Centre was facing several challenges. The 2015 report examined coordination and cooperation aspects with the headquarters, as well as the Centre’s role as an interface between Council of Europe and Southern and Eastern Mediterranean (SEM) Countries.

**Scope**

The evaluation will cover all activities conducted under the Expected Results on the Conference of INGOs between 2016 and 2019 and will review the overall functioning of the Conference of INGOs. Activities under other programme lines will be outside the scope of this exercise, even if they aim at similar objectives and are conducted as joint activities.

**Evaluation objectives, criteria and questions**

The evaluation’s objectives are to evaluate the degree to which the Conference of INGOs effectively achieves its intermediate outcomes and objectives, the relevance, coherence and coordination of the different types of interventions of the Conference and the added value of the Conference’s support to INGOs in providing a voice for civil society within the Council of Europe.

The evaluation will assess the Council of Europe’s activities in the area, against the evaluation criteria of relevance, effectiveness, and added value bearing in mind the stated objectives in the programme and budget and the Action Plan (2018-2021) and Resolution (2016) 3.

The evaluation questions are as follows:

1. To what extent has the work of the INGO Conference been effective in achieving the objectives and expected results as outlined in the Programmes and Budgets 2016-2019 and the [Action Plan of the Conference of INGOs of the Council of Europe 2018-2021](https://rm.coe.int/action-plan-conference-2018-2021-en/16808b3adf)?
2. To what extent are the objectives of the Conference of INGOs relevant?
3. What is the added value of the interventions of the Conference of INGOs in achieving the stated objectives?

The evaluation matrix (in Annex 1) specifies proposed related sub-questions and measures for these main evaluation questions and provides details on the data collection methods that are planned to be used to answer them.

**Evaluation methodology**

The evaluation will be conducted in accordance with the DIO’s Evaluation Guidelines[[20]](#footnote-20). It will use a mixed-methods approach to answer the evaluation questions and a gender sensitive evaluation methodology. The following sections describe the different methods intended to be used.

**Document review**

In order to obtain an in-depth understanding of the Conference of INGOs’ work in the area of the following types of documents will be analysed:

* Relevant Council of Europe standards in the field of civil society;
* Legal opinions issued by the Expert Council on NGO Law;
* Country visit reports;
* Reports produced by the /secretariat of the Conference of INGOs, including activity, progress or assessment reports;
* Surveys on the participation of NGOs at the Council of Europe;
* Documents related to cooperation projects, including project descriptions, implementation reports, evaluation reports and other project related documents;
* Relevant documents issued by international organisations on INGO participation, as well as civil society in general (assemblies, networks etc.);
* Other relevant documents.

**Semi-structured interviews**

Semi-structured interviews will be conducted with a sample of the following types of stakeholders:

* Council of Europe Secretariat to the Conference of INGOs;
* Other Council of Europe staff members involved in the work of the Conference of INGOs e.g. secretariats of the Steering committees, Committee of Ministers, Parliamentary Assembly of the Council of Europe (PACE), Congress of Local and Regional Authorities, monitoring mechanisms, Human Rights Commissioner, European Court of Human Rights (ECHR);
* INGO Conference members;
* Permanent Representations of the Council of Europe;
* Representatives of national NGOs with a role in CoE’s activities (e.g. PACE, Congress of Local and Regional Authorities, monitoring mechanisms, ECHR);
* Representatives from other international organisations involved in civil society assemblies/networks.

Interviews will be conducted in person or on the phone/by teleconference. They will follow interview guidelines that will be adapted as needed to each stakeholder group. An interview protocol will be drafted for each interview and interview data will be analysed systematically with the help of an analytical grid.

**Survey**

A survey will be conducted among relevant CoE staff members, INGO members, national NGOs and permanent representations on questions of relevance and effectiveness.

The survey will contain a few structured closed-ended questions at the end to facilitate the collection of quantitative data among this stakeholder groups regarding relevance, effectiveness and added value of the INGO Conference and its work.

**Benchmarking**

The evaluation team will carry out benchmarking with other relevant international organisations (e.g. UN, EU, OECD, OSCE etc.) through online research and semi-structured interviews (if needed) with selected representatives to learn about good practices in civil society participation and representation.

**Observation**

The evaluation team will take part, as far as possible due to the COVID-19 outbreak and observe relevant events/meetings organised by the INGO Conference such as the bi-annual session of the Conference and meetings of the Expert Council on NGO Law.

**Organisational arrangements**

**Evaluation management**

The evaluation team will be comprised of an evaluator from the DIO under the supervision of the Head of the Evaluation Division and (an) external consultant(s).

The selected consultant(s) will be expected to deliver the following outputs:

1. Conducting scoping interviews and document review during inception phase;
2. Drafting and quality assuring the Inception Report based on the ToR outlining the theory of change, the detailed methodology and work plan;
3. Data collection and data analysis for the evaluation in accordance with the methodology specified in the inception report;
4. Participation (or by videoconference if necessary due to Covid-19), in two reference group meetings, including the presentation of the Inception and Draft Final Reports;
5. Revision of the Inception and Draft Final Reports based on the comments received from the DIO Secretariat and the Reference Group;
6. Take part in a third mission to Strasbourg in October 2020 to attend the Session of the INGO Conference;
7. Present the findings of the final report at an event organised by the DIO (to be contracted separately).

The evaluation team would normally be expected to meet on up to 4 occasions in Strasbourg. COVID-19 travel measures will dictate to what extent physical meetings will be possible:

* Inception meeting combined with scoping interviews with stakeholders – 2-3 days (Strasbourg);
* Discussion of the draft inception report with the reference group – 1 day (Strasbourg)
* Interviews with Council of Europe staff and INGO representatives and attendance at the Session of the Conference of INGOs 2-3 days (Strasbourg);
* Discussion of draft report with reference group – 1 day (Strasbourg).

The evaluation process will be guided by a reference group, which will provide comments on draft documents related to the evaluation and preliminarily discuss the feasibility of the implementation of recommendations. The reference group will consist of representatives of the Secretariat of the Committee of Ministers (CM), Conference of INGOs and other secretariat representatives (DGII), the Directorate of Human Rights and Rule of Law (DGI), the Office of the Director General of Programmes (ODGP), Congress and the Private Office.

**Evaluation process**

The evaluation process will include four phases:

***Inception phase***

During the evaluation inception phase the evaluation team will review documentation and hold preliminary (scoping) interviews that serve to obtain an overview of the Conference of INGOs activities and to scope the evaluation. The team will produce a draft inception report in line with the quality requirements for inception reports outlined in Annex 12 of the [Evaluation guidelines](http://rm.coe.int/evaluation-guidelines/16807945ab). The inception report will be reviewed, and quality assured by the DIO. The inception report will be finalised taking into consideration comments from the reference group. The reference group will in particular discuss issues related to the scope and objectives of the evaluation and the evaluation questions but can also provide suggestions on methodology.

***Implementation phase***

During the implementation phase the evaluation team will collect data using the methods described in the methodology section of this concept note.

***Reporting phase***

During the reporting phase, the evaluation team will analyse the data using methods proposed and if need be revised by the consultant following the inception report, in the evaluation matrix and produce a draft report in line with quality requirements outlined in Annex 15 of the [Evaluation guidelines](http://rm.coe.int/evaluation-guidelines/16807945ab)that will be quality assured by the DIO and submitted to the reference group for comments. The reference group will be asked to provide comments on factual errors contained in the report as well as the feasibility of the implementation of proposed recommendations.

***Follow-up phase***

After the finalisation of the evaluation report, the management of concerned entities will be requested to provide a management response to the evaluation, in which they will specify whether or not they accept the recommendations and how they intend to implement them. In accordance with the Evaluation Policy the DIO will regularly request updates on the implementation of evaluation recommendations as part of the follow-up procedure for all evaluations and report to the Secretary General and the Committee of Ministers.

The final evaluation report will also be transmitted to the Chair of the Ministers’ Deputies and published on the internet site of the Council of Europe in accordance with the new evaluation policy.

**Tentative work plan**

The following key deliverables are foreseen for this evaluation with the corresponding deadlines:

|  |  |
| --- | --- |
| Conference of INGOs Evaluation | Planned Date |
| Start of contract with consultant | **5 May** |
| Inception Phase | |
| Scoping interviews | 7-15 May |
| Draft Inception Report | **29 May** |
| 1st Reference group meeting | 11 June |
| Final Inception report | **22 June** |
| Data Collection and Analysis | |
| Analysis of documentation | 4 May - 31 July |
| Interviews in Strasbourg | **8-12 June** |
| *Observation (attendance at INGO session)* | **October 2020 (date TBC)** |
| Data analysis | 4 May - 30 October |
| Report and Action Plan | |
| First Draft report | 14 September |
| Second Draft report | 6 November (TBC depending on Session dates) |
| 2nd Reference Group meeting | 23 November |
| Final Draft report | 4 December |
| Final Evaluation Report | **9 December** |
| Final Action Plan | 18 December |
| Publication of Final Report | 15 January 2021 |

After the completion of the evaluation, an event will be organised for Council of Europe staff and/or permanent representations to present and discuss the evaluation findings and recommendations as well as the management response. The external evaluation consultant(s) should be available to present the report at that event.

The work plan will be reviewed during the course of the assignment to take into account any constraints which may arise due to the current Covid-19 situation which may impact on planned delivery dates. Any necessary changes will be agreed during the course of the assignment by the CoE and the selected consultant(s) in accordance with Article 6 (MODIFICATIONS) of the Act of Engagement.

**Qualifications of the external consultant(s)**

The external consultant(s) will, individually or as a team, provide the following competencies and expertise:

* Extensive knowledge of evaluation principles, methodology and best practices, including qualitative and quantitative methods mentioned in the evaluation matrix (Annex 1);
* Proven record of at least 10 years’ experience in designing, managing and leading evaluations in the context of international cooperation;
* Professional fluency in oral and written English or French;
* Thematic knowledge and experience in (evaluation of) interventions in the area of civil society and good governance;
* Knowledge and understanding of the Council of Europe, its normative instruments, its structure and its action will be an asset.

The selected consultant(s) will be asked to sign the Code of Conduct for Evaluators (Annex 1 of the [Evaluation guidelines](http://rm.coe.int/evaluation-guidelines/16807945ab)).

**Budget**

The budget for the assignment amounts to a maximum of 30 000 EUR. The consultant(s) will bear all costs (travel and subsistence) of up to 4 trips to Strasbourg (for the inception meetings, first reference group meeting, data collection interviews and final reference group meeting).

Budget proposals should indicate separately the amounts included for travel and subsistence in case amendments to the contract are necessary to take into account the need for remote meetings due to travel restrictions.

# Annex 1. Evaluation Matrix

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Evaluation**  **Question** | **Sub-Questions** | **Measure(s) /**  **Indicator(s)** | **Data**  **Collection**  **Instrument(s)** | **Data**  **Source(s)** |
| 1. To what extent has the work of the INGO Conference been effective? | * To what extent does the INGO Conference contribute to the general theory of change of the *Democratic Governance* Programme? * To what extent were the objective and expected results as set out in the P&B 2016-2019 and the Action Plan 2018-2021 achieved? * What were the main factors influencing the achievement or non-achievement of the objectives? * To what extent has the Conference of INGOs effectiveness been facilitated by the Council of Europe’s secretariat and budgetary support? | * Objectives set out in the P&B documents 2016-2019 and the Action Plan of the Conference of INGOs 2018-2021. * Indicators as listed in the P&B documents 2016-2019 and the Action Plan of the Conference of INGOs 2018-2021. | * Document review * Semi-structured interviews * Survey | * Programme and Budget 2016-2017 * Programme and Budget 2018-2019 * [Action Plan of the Conference of INGOs of the Council of Europe 2018-2021](https://rm.coe.int/action-plan-conference-2018-2021-en/16808b3adf) * Resolution (2016)3 on Participatory Status for INGOs with CoE * Programmatic documents * Activity and Progress reports * Documents published by INGO members * Interviews * Other relevant CoE Documents. |
| 1. To what extent are the objectives of the Conference of INGOs relevant? | * Are the Conference of INGOs interventions relevant to the achievement of its objectives? * To what extent are the Conference of INGOs interventions consistent with the overall objectives and their attainment? | * Evidence that the Conference’s interventions are relevant and consistent to the achievement of the objectives. | * Document review * Semi-structured interviews * Survey | * [Action Plan of the Conference of INGOs of the Council of Europe 2018-2021](https://rm.coe.int/action-plan-conference-2018-2021-en/16808b3adf) * Resolution (2016)3 on Participatory Status for INGOs with CoE * Other relevant CoE Resolutions * Programmatic documents * Activity and Progress Reports * Surveys on the Participation of NGOs at the CoE * Interviews * Other relevant CoE Documents. |
| 1. What is the added value of the interventions of the Conference of INGOs in achieving the stated objectives? | * To what extent have the Conference of INGOs interventions contributed to better representation of civil society within the Council of Europe? * Is the Council of Europe cooperationwith civil society more evolved due to the Conference of INGOs interventions? * Has the Conference of INGOs been more successful in involving civil society compared to other examples of cooperation? | * Evidence that Conference of INGOs have led to improved level of representation of civil society within the Organisation. * Evidence that Conference of INGOs has significantly contributed to improved cooperation with civil society. | * Document review * Semi-structured interviews * Survey * Benchmarking with other organisations * Mapping of CoE cooperation with NGOs. | * [Action Plan of the Conference of INGOs of the Council of Europe 2018-2021](https://rm.coe.int/action-plan-conference-2018-2021-en/16808b3adf) * Resolution (2016)3 on Participatory Status for INGOs with CoE * Other relevant CoE Resolutions * Programmatic documents * Documents published by other international organisations * Interviews * Other relevant CoE Documents. |

1. Which has its seat Avenue de l’Europe, 67075 Strasbourg Cedex, France [↑](#footnote-ref-1)
2. CM/Del/Dec(2010)1089/11.3 appendix 9 <https://search.coe.int/intranet/Pages/result_details.aspx?ObjectId=09000016805ceb14> [↑](#footnote-ref-2)
3. <https://www.coe.int/en/web/about-us/who-we-are> [↑](#footnote-ref-3)
4. [Action Plan of the Conference of INGOs of the Council of Europe 2018-2021](https://rm.coe.int/action-plan-conference-2018-2021-en/16808b3adf) [↑](#footnote-ref-4)
5. [Declaration by the Committee of Ministers on the occasion of the 70th anniversary of the Council of Europe](https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=090000168094791d), Helsinki, 17 May 2019 [↑](#footnote-ref-5)
6. [Priorities of the Georgian Presidency of the Committee of Ministers of the Council of Europe](https://search.coe.int/cm/pages/result_details.aspx?ObjectId=090000168098e8a4) (27 November 2019 – May 2020) [↑](#footnote-ref-6)
7. [GR-PBA(2020)3](https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=090000168099823f) [↑](#footnote-ref-7)
8. [Programme and Budget 2020-2021](https://rm.coe.int/native/0900001680994ffd) [↑](#footnote-ref-8)
9. https://www.coe.int/en/web/ingo/the-conference-of-ingos-in-a-nutshell [↑](#footnote-ref-9)
10. <https://www.coe.int/en/web/ingo/expert-council> [↑](#footnote-ref-10)
11. [https://www.coe.int/en/web/conventions/full-list/-/conventions/treaty/124/signatures?p\_auth=JFcBOeyc](%20https:/www.coe.int/en/web/conventions/full-list/-/conventions/treaty/124/signatures?p_auth=JFcBOeyc) [↑](#footnote-ref-11)
12. [Resolution on the Status of partnership between the Council of Europe and national non-governmental organisations (Res(2003)9)](https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=09000016805de633) [↑](#footnote-ref-12)
13. Resolution on committees and subordinate bodies, their terms of reference and working methods ([Res(2005)47](https://search.coe.int/cm/Pages/result_details.aspx?ObjectID=09000016805d91ee)) [↑](#footnote-ref-13)
14. [Action Plan of the Conference of INGOs of the Council of Europe 2018-2021](https://rm.coe.int/action-plan-conference-2018-2021-en/16808b3adf), p.1 [↑](#footnote-ref-14)
15. [Evaluation of the World Forum for Democracy](https://rm.coe.int/world-forum-democracy-evaluation/16807882bd), 2017 [↑](#footnote-ref-15)
16. [Evaluation of the contribution of NGOs to standard setting and monitoring](http://rm.coe.int/CoERMPublicCommonSearchServices/DisplayDCTMContent?documentId=09000016806bdb52), 2016 [↑](#footnote-ref-16)
17. https://www.coe.int/en/web/north-south-centre/about-us [↑](#footnote-ref-17)
18. [Evaluation of the North-South Centre of the Council of Europe, 2012](https://rm.coe.int/CoERMPublicCommonSearchServices/DisplayDCTMContent?documentId=09000016800d5138) [↑](#footnote-ref-18)
19. [Report of the Evaluation of the North-South Centre, 2015](https://rm.coe.int/CoERMPublicCommonSearchServices/DisplayDCTMContent?documentId=09000016806c6819) [↑](#footnote-ref-19)
20. Evaluation Guidelines of the Directorate of Internal Oversight, [DD(2014)238 Final (Eng)](https://wcd.coe.int/com.instranet.InstraServlet?command=com.instranet.CmdBlobGet&InstranetImage=2550514&SecMode=1&DocId=2117102&Usage=2). [↑](#footnote-ref-20)