|  |  |
| --- | --- |
| **Type of contract:** | **Framework agreement**  With lots |
| **Type of tendering procedure:** | International public call for tenders. |

**ACT OF ENGAGEMENT**

**(FRAMEWORK AGREEMENT)**

**CALL FOR TENDERS**

**FOR THE PROVISION OF EVENT MANAGEMENT AND VISIBILITY AND PRINTING SERVICES IN GEORGIA**

2018/AO/25

|  |
| --- |
| **Instructions to the tendererS** |
| * Complete the table under Article 2.2 * Complete the table under Article 7.1 (by indicating name, place of signature and date) * Print **two copies** of the Act of Engagement once completed and **sign them** (in the appropriate box under Article 7.1) * Attach one set of **all the requested documents** (see Article 6) * **Send these documents to the Tenders Board of the Council of Europe** (See modalities on the **final check-list** on the last page of the tender file) * **Selected tenderers** will receive one copy of the Act of Engagement signed by the Council of Europe / **Rejected tenderers** will be informed in writing. |

**ARTICLE 1 – OBJECT OF THE AGREEMENT**

This tendering procedure is an international open call for tenders. It aims at concluding a framework agreement for the provision of event management and visibility and printing services in Georgia.

**ARTICLE 2 – IDENTIFICATION OF THE PARTIES**

**2.1 Details of the buying entity:**

**Council of Europe**

Office of the Director General of Programmes

Council of Europe Office in Georgia

34 Chavchavadze Ave. Pixel Business Centre, VIII Floor

**2.2 Details of the Provider:**

*(The Provider shall complete the following table)*

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| CONTACT DETAILS | **Name and Address ►** | *Click here to enter the official name (and surname if the Provider is a natural person)*  *Click here to enter the full address* | **VAT number ►** | *Click here to enter VAT number (if any)* |
| **Country of registration ►** | *Click here to enter the country of registration (if applicable)* |
| **Registration number ►** | *Click here to enter the registration number (if applicable)* |
| **Email ►** | *Click here to enter the email address of the Provider* |
| **Phone number ►** | *Click here to enter phone number(s) of the Provider, with international dialling code* | **Fax number ►** | *Click here to enter fax number(s) of the Provider, with international dialling code* |
| BANK DETAILS | **Account holder ►** | *Click here to enter account holder* | **Full bank account number (RIB) ►** | *Click here to enter full bank account number (RIB)* |
| **IBAN Code ►** | *Click here to enter IBAN Code.* | **SWIFT Code ►** | *Click here to enter SWIFT Code* |
| **Bank name ►** | *Click here to enter the bank name* | **Bank address ►** | *Click here to enter the bank address* |

**ARTICLE 3 – DURATION OF THE AGREEMENT**

**3.1 Duration**

The agreement is concluded until 30 June 2018 and takes effect as from the date of its signature by both parties.

**3.2 Renewal of the agreement**

The agreement in respect of each lot will automatically renew at the end of its initial term for a further term of one year, and shall renew each year thereafter until the end date indicated in this paragraph, unless either party notifies the other in writing of its intention to terminate the contract at the latest 3 (three) months before the termination date of the prior term. The agreement shall not renew beyond **30 June 2022** and shall end on this date unless either party has already validly terminated the contract.

**3.3 Severability**

The Council of Europe may decide to terminate or not to renew the Framework Agreement in respect of any or all lots. In such a case, the remaining lots shall renew automatically and on the same terms.

**ARTICLE 4 – PERIOD OF VALIDITY OF THE TENDERS**

The Provider agrees with the period of validity of the tenders as specified in Article 3 of the Tender Rules (See **Part II** of the tender file).

**ARTICLE 5 – DECLARATIONS OF THE PROVIDER**

**5.1 Accuracy and reliability of information submitted**

The Provider agrees that the information provided in the tender may be audited by the Council of Europe or verified by any means.

The Provider undertakes to update Council of Europe 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 license of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated.

The Provider agrees that failure to provide accurate and reliable information required by this Act of Engagement may result to exclusion of the tender from the tendering procedure and/or terminating all contracts or agreements signed as a result of the tendering procedure.

**5.2 Exclusion criteria**

The Provider declares that:

* + It has not been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
  + It is not 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 subject to a procedure of the same kind;
  + It has not received a judgment with *res judicata* force, finding an offence that affects its professional integrity or serious professional misconduct;
  + It does comply with its obligations as regards payment of social security contributions, taxes and dues, according to its applicable statutory provisions;
  + It is not a civil servant or public official of a country which is beneficiary of the particular projects.

**5.3 Submission of Tender**

The Tenderer declares that they submit a tender for the lots indicated below by ticking the relevant box(es). Services will be requested by the Council in compliance with the call-off procedure defined in the Framework Agreement.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | Lot  ▼ |  |  | Lot  ▼ |
|  | **LOT 1.1** - **Tbilisi** |  |  | **LOT 1.5** - **Racha-Lechkhumi, Kvemo Svaneti and Samegrelo-Zemo Svaneti** |
|  | **LOT 1.2** - **Imereti** |  |  | **LOT 1.6** - **Samtskhe-Javakheti** |
|  | **LOT 1.3** - **Kakheti** |  |  | **LOT 1.7** - **Adjara and Guria** |
|  | **LOT 1.4** - **Kvemo Kartli, Shida Kartli and Mtskheta-Mtianeti** |  |  | **LOT 2 - Visibility and Publicity items** |

**ARTICLE 6 – DOCUMENTS TO BE SUBMITTED**

The Provider declares it has been informed that its tender will only be eligible for assessment if it contains the documents listed in Section V.D of the Terms of Reference.

**ARTICLE 7 – SIGNATURE OF THE PARTIES**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **1. For the Provider** | | **2. For the Council of Europe** | | |
| By signing the Act of Engagement, the Provider accepts without conditions all the terms of the Legal Terms and Conditions listed below, provisions of which are not negotiable. | |  | On behalf of the Secretary General of the Council of Europe | |
| **Name of the Provider:** |  |  | **Name of the person entitled to sign on behalf of the Secretary General:** |  |
| **Name of the Signatory\*:** |  |  |
| **Place of signature:** |  |  | **Place of signature:** |  |
| **Date of Signature:** |  |  | **Date of Signature:** |  |
| **Signature:** |  |  | **Signature:** |  |

\* The Signatory shall have the authority to sign on behalf of the Provider. In case the Provider is a comsortium, the signatory shall have the authority to sign on behalf of the lead entity, which acts for and on behalf of all member entities comprising the consortium.

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Selection (this part is reserved for the Council of Europe)** | | | | | | |
| Lot 1.1 | Lot 1.2 | Lot 1.3 | Lot1.4 | Lot 1.5 | Lot 1.6 | Lot 1.7 |
| Lot 2 |

**LEGAL TERMS AND CONDITIONS**

**Article 1 – General provisions**

1.1 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to perform the list of services reproduced in the Terms of reference (see above) related to the present agreement, in the subsequent call-offs as issued by the Council of Europe and in the tender submitted by the Provider for each of the subsequent call-offs.

1.2 The present Agreement 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);

b) the Terms of reference;

c) the subsequent call-offs, as issued by the Council of Europe;

d) tenders submitted by the provider following the Call for Tenders;

e) tenders submitted by the provider following the call-offs.

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. For the purposes of this Contract:

a) “Agreement” shall refer to the documents described in 1.2, above;

b) “Council” shall mean the Council of Europe;

c) “Call-off” shall mean the subsequent tendering procedure carried out among the pre-selected Providers.

c) “Deliverables” or “Services” shall mean the deliverables or services as described in the Terms of reference, including those detailed in the subsequent tendering procedures (call-offs).;

d) “Parties” shall mean the Council and the Provider;

e) “Provider” shall mean the legal or physical person selected by the Council for the provision of the Services.

**Article 2 – Duration**

The duration of the framework agreement is specified in Article 3 of the Act of Engagement.

**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 supply the services, with due respect for the Council of Europe’s needs and constraints, as contractually defined.

3.1.2 The Provider shall supply to the Council of Europe 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 of Europe as soon as it becomes aware, during the execution of the Contract, of any difficulty that might affect the proper execution of the Contract.

**3.2 Intellectual services**

3.2.1 The provisions of Articles 3.2.2 to 3.2.8 shall apply to the provision of intellectual services only.

3.2.2 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.

3.2.3 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.

3.2.4 The Provider guarantees that the deliverables conform to the highest academic standards.

3.2.5 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.

3.2.6 The Council reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

3.2.7 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.

3.2.8 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.

**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 period of the performance of work under the 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 observe all applicable rules and to comply with his/her/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.

* 1. **Loyalty and confidentiality**

3.5.1 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 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.

3.5.2. 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 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**

3.6.1 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.

3.6.2 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**

3.8.1 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.

3.8.2 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.

**3.9 Other obligations**

3.9.1 In the performance of the present contract, the Provider undertakes to comply with the applicable principles, rules and values of the Council.

3.9.2 The Staff Regulations and the rules concerning temporary staff members shall not apply to the Provider.

3.9.3 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 – Subsequent tendering procedures, fees, expenses and mode of payment**

**4.1 Subsequent tendering procedures (Call-offs)**

4.1.1 When a need arises within the scope of one of the lots as described in the Terms of Reference, the Council of Europe will proceed with subsequent competitive tendering procedures between all the pre-selected providers for the relevant lot. The Council of Europe reserves the right to consult only those of the pre-selected providers which have the capacity (according to their tender) to perform services under the particular call-off. Selected providers will be notified of the services requested, and, where relevant, additional conditions and tender rules valid for the call-off concerned. Each call-off will indicate the deadline for the submission of tenders, taking into account the complexity of the call-off concerned.

4.1.2 Throughout the duration of the agreement, the subsequent tenders will be assessed against the award criteria and weighting as provided in the Terms of reference or the call-off.

4.1.3 Without prejudice to the provisions of the following article, the selected providers will benefit from exclusivity, within the limits of the scope of this agreement, for the whole duration of the agreement,. Therefore, call-offs will only be organised among the selected providers for each relevant lot. Where it is objectively necessary to ensure the smooth operation of a particular group of deliverables, the Council of Europe reserves the right to combine deliverables which fall under more than one lot into one single contract, and launch a call-off among all of the selected providers chosen for the relevant lots to provide the whole of the services required.

4.1.4 All selected providers undertake to submit tenders for each subsequent call-off within a relevant lot or, failing that, to provide before the deadline of the call-off concerned a justification for not submitting a tender. If, throughout the whole duration of the agreement, a provider fails to justify satisfacorily more than 3 (three) times the non-submission of a tender, the Council of Europe reserves the right to terminate the framework agreement with respect to the provider concerned. After 3 (three) subsequent call-offs resulting in tenders which are all 20 (twenty) % higher than the average market price, the Council of Europe is considered to be released from the contractual exclusivity granted to the pre-selected providers and will be entitled to reopen competitive tendering outside the scope of the framework agreement.

4.1.5 If a given call-off fails to provide tenders of a sufficiently good quality to satisfy the needs of the Council of Europe within a particular lot and is declared unfruitful, the Council of Europe reserves the right to contract with another provider, outside the scope of the relevant lot and/or the present framework Agreement, in order to procure the deliverables object of the call-off concerned.

4.1.6 Call-offs shall only be launched during the period of validity of the lot under the framework Agreement. The execution of a call-off can however be extended beyond the duration of the framework agreement, unless it would disregard the principle of periodical competitive tendering. Tenders submitted by the providers under the call-off concerned must be valid for the period of time as indicated in the call-off concerned.

4.1.7 The selected providers shall be informed in writing of the outcome of each call-off.

**4.2 VAT**

4.2.1 Should the services be taxable in France, the amount invoiced shall be VAT inclusive.

4.2.2 Should the services be taxable in another EU country, and unless otherwise agreed between the Parties, the Council will provide the Service 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 Service 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 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.

4.2.3 Should the services 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.

**4.3 Invoicing and payment**

4.3.1 The fees, as specified in the selected tender following a call-off procedure or otherwise chosen under the terms of this agreement, are final and not subject to review. Financial offers for each of the call-off procedures must be made in Euros, and will be accompanied by a pro-forma invoice in Euros.

4.3.2 The Service Provider shall submit an invoice, or a request for payment in the case of Service Providers who do not charge VAT under the applicable legislation, in triplicate and in Euros in conformity with the applicable legislation. The parties may decide by common written agreement that the invoicing for a particular event will be in local currency. In all such cases, the exchange rate used shall be as published by the National Bank of Georgia on the day of issuance of the final invoice.

4.3.3 The fees shall be payable within 60 calendar days, to the bank account indicated in Article 2.2 of the Act of Engagement, upon receipt of the deliverable(s) and its/their acceptance by the Council and upon submission of the documents described under 4.3.2.

4.3.4 The Provider shall also 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.

4.3.5 Where relevant, advance payments can be agreed on between the parties, within the limit of 30% of the total amount of the call-off.

**Article 5 - Breach of contract**

5.1 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 services 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 above.

5.2 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 case of termination, the Council shall pay only the amount corresponding to the services actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for services not provided.

5.3 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.

5.4 The termination of the contract with one pre-selected provider will not affect the rights and obligations of the other pre-selected providers within the Framework Agreement. However, the Council of Europe reserves the right to terminate the agreement with the remaining providers in the relevant lot if termination of the agreement with a pre-selected provider leaves only one service Provider in the respective lot, or otherwise prevents the proper functioning of the call-off procedure described under Article 4.1.

**Article 6 - Modifications**

6.1 The provisions of this contract cannot be modified without the written agreement of both parties.

6.2 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.

6.3 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.

6.4 The Provider may not subcontract all or part of the services without the written authorisation of the Council.

**Article 7 - Cancellation policy**

Without prejudice to Article 5 and Article 8, unless otherwise agreed by the parties, the cancellation policy detailed in the tender submitted by the provider  shall apply throughout the duration of the contract. The parties may in particular decide by written agreement to alter the cancellation policy during the call-off procedure.

**Article 8 - Case of force majeure**

8.1 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.

8.2 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 9 - Communication between the parties**

9.1 The Contact point within the Council of Europe is:

Name: Ia Khetsuriani-Benidze

Function: Finance Assistant

Email: ia.khetsuriani-benidze@coe.int

Phone: +995322913870

Address: 34 Chavchavadze Ave. Pixel Business Centre, VIII

9.2 The Provider can be reached through the means indicated in Article 2.2 of the Act of Engagement.

9.3 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.

9.4 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.

9.5 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.

9.6 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 10 –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 11 – Changes in the Provider’s situation or standing**

11.1 The Service 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.

11.2 The Service Provider shall inform also inform the Council without delay:

1. if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
2. where the Service Provider is a consortium or similar entity, if there is a change in membership or partnership.
3. if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
4. 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 is not subject to a procedure of the same kind;
5. if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;
6. If they do not comply with his obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of legal domicile;
7. If they are or are likely to be in a situation of conflict of interests.

**Article 12 - Disputes**

12.1 Any dispute regarding this Contract shall - failing a friendly settlement between the Parties - be submitted to arbitration.

12.2 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.

12.3 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.

12.4 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.

12.5 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.

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

**Article 13 - 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

\* \* \*