|  |  |
| --- | --- |
| Contract No. ► |  |
| Project ID / Sector ► | ROMACT 7 - 2229 |
| Council of Europe contact point ► | Ana Oprisan/romact@coe.int |

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**ACT Of ENGAGEMENT**

**(Competitive bidding procedure / 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 Evaluation Services for the Joint EC/CoE ROMACT Programme**

The signature of this Act of Engagement by the tenderer 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).

Tenderers 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);

3. Sign the Act of Engagement (See Section B) and send a signed and scanned copy to the Council (See Contact person details 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 ► |  |

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

The Council of Europe is currently implementing the ROMACT Programme. In that context, it is looking for a Provider to provide Evaluation Services for the Joint EC/CoE ROMACT Programme.

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

This evaluation concerns the ROMACT Programme, with focus on the implementation aspects of its methodological process and interventions for capacity building at local level. ROMACT is a joint initiative of the Council of Europe and the European Commission with the main aim to promote the social inclusion of marginalized Roma communities at local level.

The purpose of this evaluation process is to assess the effectiveness of ROMACT and its methodological approach, in order to support the reviewing and improvement of relevant lines of intervention under the Programme, for an optimal impact on the target groups.

Therefore, the evaluation’s outcomes are aimed at taking stock on the impact of ROMACT interventions in the field (between January 2016 – December 2019) and at further supporting the possible adjustments of its methodology, after being implemented in various municipalities in Bulgaria and Romania for periods ranging between 18 to 22 months.

All details concerning the terms of reference of the requested evaluation services are attached in Appendix 1 of the present Act of Engagement.

Prices are indicated in Euros with 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.]**

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

The Provider shall indicate its proposed fee(s) in the box(es) below.

|  |  |  |  |
| --- | --- | --- | --- |
| **Deliverables ▼** | **Deadline for**  **delivery ▼** | **Fees**  **▼** | **Exclusion level**  **▼** |
| Desk study – documentation review, finalizing methodologies | 10/2020 |  |  |
| **Submitting the Inception report** | 01/11/2020 |  |  |
| 1st Joint meeting with the Evaluation Reference Group | 11/2020 |  |  |
| Field work – Evaluation missions | Between 11/2020  – 02/2021 |  |  |
| Draft Case Studies | Between 11/2020  – 02/2021 |  |  |
| **Interim Report/Draft Evaluation report** | 01/03/2021 |  |  |
| 2nd Joint meeting with the Evaluation Reference Group | 03/2021 |  |  |
| **Final Evaluation Report** | 01/04/2021 |  |  |
| TOTAL ► | |  | 40 000 |

**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 exclude the tender concerned from the procedure or to terminate any existing contractual relations related to the latter;
* Express consent to any audit or verification that the Council may initiate by any means on the information provided under this procedure;
* Declare that neither I or the Provider I represent is in any of the situations listed in the exclusion criteria as reproduced in the Tender File;
* Declare that neither I, nor the Provider I represent, are in a situation of a conflict of interests or a potential conflict of interest in relation to this procedure. I have been notified and understand that a conflict of interests may arise, in particular, from economic interests, political or national affinities, emotional or family ties or any other type of shared relationship or interest;
* Undertake to update the Council with significant information changes within a reasonable time. Significant information changes include, but are not limited to change of legal status, ownership, name and address, loss of licence of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated, inclusion in the lists of persons or entities subject to restrictive measures applied by the European Union (available at [www.sanctionsmap.eu](http://www.sanctionsmap.eu));
* 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 selection of the tender by the Council and the signature of this Act by a representative of the Council.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| The Provider shall **fill in this part**, **print the document**, **sign in the last box** below and **send a scan copy of the 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) ► | Hallvard Gorseth  Head of Anti-discrimination Department |
| Provider ► |  |  | % of advance payment accepted ► |  |
| Place of signature ► | In |  | Place of signature ► | In Strasbourg |
| 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:   
     a) “Contract” shall refer to the documents described in 1.2, above;   
     b) “Council” shall mean the Council of Europe;   
     c) “Deliverables” shall mean the services or goods as described in the Terms of reference;   
     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 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:

a) the Provider does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 6 below; or

b) the Deliverables provided as referred to under Article 1.1 do not reach a satisfactory level; or

c) the Provider is in any of the situations listed in Article 10.2,

the Council may consider there to have been a breach of contract and may consequently refuse to pay to the Provider the amounts referred to in Article 4.1 and Article 4.4 above.

1. 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.
2. 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;
10. if they are or if their owner(s) or executive officer(s), in the case of legal persons, are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at [www.sanctionsmap.eu](http://www.sanctionsmap.eu)).

**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

**Appendix I**

**TERMS of REFERENCE**

**EVALUATION of ROMACT PROGRAMME**

**July 2020**

1. **INTRODUCTION**

This evaluation concerns the ROMACT Programme, with focus on the implementation aspects of its methodological process and interventions for capacity building at local level. ROMACT is a joint initiative of the Council of Europe and the European Commission with the main aim to promote the social inclusion of marginalized Roma communities at local level.

The purpose of this evaluation is to assess the effectiveness of ROMACT and its methodological approach, in order to support the reviewing and improvement of relevant lines of intervention under the Programme, for an optimal impact on the target groups.

Therefore, the evaluation’s outcomes are aimed at taking stock on the impact of ROMACT interventions in the field (between January 2016 – December 2019) and at further supporting the possible adjustments of its methodology, after being implemented in various municipalities in Bulgaria and Romania for periods ranging between 18 to 22 months.

The present ToR outlines the parameters of the evaluation exercise to be conducted in selected locations in Bulgaria and Romania.

1. **EVALUATION BACKGROUND AND CONTEXT**

ROMACT was developed out of a need to combine efforts providing technical assistance at the local level to build up political will and sustained policy engagement, to enhance democratic participation and empowerment of local Roma citizens, to design and implement projects and to access national and EU funds. This was determined by the weak political will and lack of capacity of local administrations to develop, implement and monitor effective policies and projects often hamper the implementation of Roma inclusion strategies at local level and in particular an effective use of EU funds for that purpose.

The ROMACT Programme - *Building up political will and understanding of Roma inclusion at local and regional level*waslaunched in October 2013 with its consecutive projects[[3]](#footnote-3) and aimed at improving local democracy, accountability, inclusiveness and responsiveness towards Roma citizens and thereby improving delivery of services, building up political will and sustained policy engagement through general capacity development at local level.

In line with the general Programme approach and its methodological handbook[[4]](#footnote-4), different ROMACT projects had the following objectives[[5]](#footnote-5):

* *To strengthen the capacity of local authorities*to perform their roles and responsibilities in an effective and efficient manner when it comes to designing and implementing plans, policies and projects, in particular active inclusion measures that improve Roma integration;
* *To support the establishment and enforcement of mechanisms and processes* promoting and ensuring good governance standards and ownership by local authorities and administrations of effective integrated development efforts covering education, employment, healthcare, housing, urban development and culture;
* *To equip local authorities with tools, knowledge and skills*enabling them to overcome the challenges and barriers they often face when it comes to taking into account the needs of the Roma, so that they become more citizen-oriented, responsive and accountable;
* *To improve the efficiency, effectiveness and sustainability*of local policies, measures and delivery of services.

ROMACT entails the implementation of 4 methodological steps at local level, the process requiring between 18 and 22 months in each municipality.

* *First step: getting local authorities committed to include their Roma population -* The ROMACT team starts by raising the awareness of local authorities of the necessity to integrate the Roma population as well of opportunities, in particular economic opportunities, offered by the inclusion of all, including Roma.Once local authorities are convinced of the need to include Roma and are committed to act for that purpose, the ROMACT team helps them work together with the local Roma community, represented by the Roma Community Action Group (CAG) whose creation and functioning are also assisted by the ROMACT team.
* *Second step: agreeing on what needs to be done to improve the living conditions of the Roma community -* The ROMACT team helps local authorities in identifying the roots of the marginalization of the local Roma community and assessing what needs to be done to address them. This process, which is carried out in partnership with the CAG, feeds into the Local Development Action Plan.
* *Third step: translating the Local Development Action Plan into concrete measures and projects -* The ROMACT team assists local authorities in translating the Local Development Action Plan into concrete measures and projects, which are inclusive of all, including Roma. Where necessary the ROMACT team provides expertise and working tools in policy and project design. If needed, a specific programme of training sessions and other capacity building services, including coaching and mentoring, is organised. The ROMACT team also helps local authorities identify available human resources and capacities.
* *Fourth step: funding, implementing and monitoring measures and projects operationalizing the Joint Development Action Plan -* The ROMACT team assists local authorities in identifying available financial resources at the local level and where appropriate in applying for and obtaining national and EU funding. The provision of training sessions and other capacity building services described above is a modular process. It is not necessary to train or capacitate all stakeholders on all topics: it is adapted to the local needs.

Once the measures and projects are funded by local, national and / or international resources, the ROMACT team provides – when appropriate - management expertise to local authorities. ROMACT can also help them in monitoring the implementation of the measures and projects and in assessing their impact. Throughout the whole process the CAG continues to be associated.

Within the process of ROMACT, *capacity building of local authorities and CAGs / Roma citizens*is a permanent provision which is implemented based on the needs on the ground and on the requests from the municipal authorities. Based on the assessments done at the beginning of the ROMACT process, the team of experts propose building measures for the improvement of the capacity of the local authority to address the social inclusion needs of the marginalized communities.

ROMACT launches Calls for pools of experts, according to need, and designates them accordingly to support municipalities and citizens to work better together, to plan and implement actions and projects, to access funding etc. The ROMACT experts provide training and coaching, as well as assist municipal staff in accessing and implementing projects from EU and other sources of funding. ROMACT will ensure the training of the staff delegated by the applicant municipalities to be involved in the process and will allocate the needed consultants within the methodological framework of the Programme. Based on need, pools of consultants will be established / extended by the Programme to ensure support to the needs of the beneficiary municipalities.

*Training and coaching* is provided to the local level in the ROMACT municipalities based on need and expression of interest and can cover topics as: Community development; Strategic planning; Advocacy; Intercultural communication; Project Cycle Management; Fundraising; Accessing EU funds; Managing EU funded projects; Public procurement; Monitoring & evaluation; Tools & procedures for municipal social protection workers and mediators to address the issues of the most vulnerable / at risk groups within the Roma communities.

Since October 2013, up to date, the ROMACT process has been implememented according to its methodology in a total of 152 municipalities of 6 countries (Romania, Bulgaria, Slovak Republic, Czech Republic, Hungary and Italy). Since January 2018, ROMACT continued to be implemented only in municipalities of Bulgaria and Romania. (See appendix – Table of municipalities and periods of implementation in RO & BG)

**C. EVALUATION PURPOSE**

The purpose of this mid-term evaluation is to assess the effectiveness of ROMACT and its methodological approach, in order to support the reviewing and improvement of relevant lines of intervention under the Programme, for an optimal impact on the target groups.

The evaluation will help draw lessons on capacity building measures that are aimed at enabling local authorities in given municipalities in Bulgaria and Romania to develop better strategies, plans and projects for the social inclusion of Roma, and the improvement of living conditions of the marginalized communities. The conclusions and recommendations of the evaluation will consist the basis for a ROMACT methodology revision that will be made available for replication by local authorities concerned and committed to the social inclusion of marginalized communities.

Furthermore, the evaluation report will contribute to the orientation and development of Council of Europe and European Commission’s activities in the field of Roma inclusion in general and of its Joint Programmes in particular.

**D. EVALUATION OBJECTIVES**

The focus of this evaluation’s objectives is set within the following parameters:

* To assess the overall effectiveness of the ROMACT Programme’s methodological approach and of its interventions in contributing to the capacity development of local authorities and the related situation improvement of the targeted local communities;
* To identify lessons that the Council of Europe and the European Commission, as well as other stakeholders of the Programme should learn from its implementation;

**E. EVALUATION SCOPE**

The evaluation will cover the period of ROMACT implementation between January 2016 and December 2019 and will focus on the processes in 20 selected municipalities in Bulgaria and Romania. The effectiveness of ROMACT methodological process and of its interventions will be assessed in municipalities where the full ROMACT cycle was implemented.

**F. EVALUATION CRITERIA**

The ROMACT Programme with its methodological approach and interventions at local level will be evaluated against criteria of effectiveness, efficiency and sustainability, reflected in the guiding evaluation questions listed bellow.

**G. EVALUATION QUESTIONS**

The following evaluation questions have the aim to guide the evaluation process.

The ToR evaluation questions can be refined as a result of the Inception Phase.

1. *To what extent have the ROMACT methodological STEPS & ACTs been implemented in practice as the they are described in the ROMACT Handbook?*
   1. To which extent were the 4 STEPs and 17 ACTs of ROMACT relevant for the realities and process of the municipalities targeted, in terms of content, sequence and timeframe?
   2. Which of the STEPS / ACTs experienced challenges in being implemented? What were the barriers (internal factors related to the implementing stakeholders or other potential external factors)? What could be the solution / remedial proposals?
   3. What seems to be the most effective CAG componence (who participates and who should also participate in it?) and frequency of meetings of CAGs for the ROMACT process to succeed?
   4. What seems to be the most effective Task Force composition (who participates and who should also participate in it?) and frequency of Task Forces meetings for the ROMACT process to succeed?
   5. How effective are these structures (CAGs and Task Forces) in interacting with local institutions (local councils, administrations, schools, police, etc.)?
   6. What challenges and preconditions can influence the effective establishment and functioning of the CAG and of the Task Force?
   7. To which extent the manner of approval and accountability of the municipality over the Joint (Roma) Action Plans developed during ROMACT influenced the investments made further by the local authority? (Join Action Plans approved by Local Council decision vs. Joint Action Plans included in the mainstream Local Development Strategies etc.; planned actions vs. projects submitted for funding or investments made from local & national funding etc.); How useful was the Joint Action Plan template for the planning period of the municipal process (T5 Annex of the Handbook)?
   8. Was the communication about the Programme done properly at local level by the relevant stakeholders? (See the “Explaining the ROMACT process to the public” in the timeline of the Handbook);
2. *To what extent have the (in situ & off site) training and coaching sessions, conducted within ROMACT, increased the capacity of the representatives of the local authorities?* 
   1. To which extent have the training topics addressed by ROMACT responded to the development needs of the local stakeholders?
   2. Which subjects were the most relevant and impactful in supporting local authorities and CAGs to contribute to the social inclusion of marginalized communities, including the Roma, in a given municipality?
   3. Which other training needs of the ROMACT stakeholders at local level should have been addressed to ensure better performance for the purposes of the process?
   4. What were the external and internal factors that contributed to greater effectiveness of capacity building? Were there any incentives that contributed to it?
   5. Where there any challenges / barriers that hindered the success of the capacity building demarch?
   6. How are these capacities used by local stakeholders for the social inclusion and the improvement of the living conditions of the marginalized Roma communities?
3. *To what extent did the process, structures and benefits of the Programme continue at local level after the finalization of the ROMACT cycle and exit from the municipality?* 
   1. Does the process of cooperation between the local community / Roma / CAG and the local authorities’ representatives continue for the development and implementation of the Local Action Plan (Joint Action Plan / Roma Strategy / Local Development Strategy)?
   2. Was the Local Action Plan (Joint Action Plan / Roma Strategy / Local Development Strategy) been revised after its end term or a new strategy been developed covering the needs of the marginalized community / Roma, after the exit of ROMACT? Was this process of revision / elaboration still done in a participatory manner?
   3. To which extent have the measures listed in the Joint Action Plans / Local Development Strategies, developed during the ROMACT process, been implemented for the benefit of the disadvantaged communities including the Roma? What were the challenges in putting these strategies and plans in practice after their approval?
   4. Are the Task Forces for Roma Inclusion[[6]](#footnote-6) functional? What is the frequency of their meetings after ROMACT Programme’s exit? Are there challenges encountered in the process?
   5. Are the CAGs functional / members still active? Do they cooperate with the local authority? What are the challenges they might encounter?
   6. What were the major factors which influenced the achievement or non-achievement of sustainability of the ROMACT actions / process?
4. *Which narratives of community transformation and citizens’ participation can be highlighted from the implementation of ROMACT?*
5. *How is the principle of gender equality and participation of women reflected in the implementation of ROMACT?*
6. *How effective has been the ROMACT set-up of the field process and of the implementation team?*
   1. How effective were the methods of identification and assessment of the municipalities selected in the Programme? To which extent do the selection criteria of ROMACT municipalities provide sufficient indicators for the environment to address and the prerequisite elements of an effective ROMACT implementation?
   2. How useful has been the ROMACT baseline survey (see Annex T1 of the Handbook) in the implementation of the process?
   3. How useful for the process were the community and municipality capacity assessment templates of the ROMACT handbook (Annexes T1 & T4)? Which other methods of assessing and collecting the needs for support of the local stakeholders have been used by the ROMACT teams during the process?
   4. How do the local stakeholders involved in ROMACT evaluate the interaction with and performance of the ROMACT team (as relevant: National Project Officer, (NPO), National Facilitators Coordinators (NFCs), facilitators, experts)?
7. *What overall lessons can the management team of the Programme, the Council of Europe and European Commission learn from the implementation of ROMACT?* (E.g. normative and causal lessons learned from the experience of the Programme, recommendations for sustaining and valorising results achieved, improving its methodological handbook and the effectiveness of the Programme etc.)

**H. Evaluation methodology**

The evaluation will follow Council of Europe ethical guidelines, by respecting its evaluation approach[[7]](#footnote-7) and data collection and analysis methods that are human rights based and gender sensitive.

The data collection and analysis methods used by the evaluator should be sufficiently rigorous to assess the subject of the evaluation and ensure a complete, fair and unbiased assessment. There should be sufficient data to address all evaluation questions; there should be logical and explicit linkages between data sources, data collection methods and analysis methods.

1. ***Proposed Evaluation process stakeholders***

For the purpose of this Contract, the Council of Europe will establish an Evaluation Reference Group, which will be composed of members of Roma and Travellers Team at the Council of Europe, the ROMACT Team, the Council of Europe’s Directorate of Internal Oversight, the ROMACT counterpart at the European Commission.

To facilitate the work of the Evaluator, an indicative minimum list of relevant stakeholders for the evaluation process will be provided (ROMACT management team; ROMACT National Support Team members in Bulgaria and Romania, including relevant experts / trainers; representatives of targeted municipalities – public servants, elected officials and experts; representatives of the CAGs; other local (mediators, schools and other services’ representatives relevant for the ROMACT process) and national (relevant Management Autority and ministries’ representatives) stakeholders.

The sample case study locations will be decided in cooperation with the Evaluation Reference Group based on the likelihood of the case to provide valuable insights and offer an opportunity for learning about the approach employed and its comparative advantages.

1. ***Evaluation phases***
2. *Inception Phase* – This phase refers to a period of desk study implying the *review of relevant documents and sources of information* provided and to be further identified on the topic of the Evaluation Contract. During this period the *content of the field interviews* and surveys will be elaborated and the necessary *arrangements (logistics and appointments)* for the planned field research will be made.
3. *Data Collection Phase* – This is a phase involving activities carried in the targeted locations: *field visits in project locations, collecting relevant data and documents, conducting interviews, surveys, meetings with relevant stakeholders* etc. This field phase will also serve to complete the data collection in the areas in which information gaps have been identified in the Inception Phase and for checking the viability of the available information for better triangulation of previous findings. Moreover, less visible aspects related to context and political and institutional processes relevant to the Programme will be identified.

The targeted locations for the evaluation are selected on the basis of ensuring relevant coverage for the quality of implementation of ROMACT methodological process, for balanced geographical and demographical considerations and institutional commitment for the Programme. Therefore, the evaluation is to be undertaken in two (2) Programme countries - Bulgaria and Romania -, in a number of up to 10 municipalities each.

1. *Reporting Phase* – After the evaluation team will analyse the collected data, a *draft outline report* will be prepared and discussed with the Contracting party from the side of the Council of Europe. A *meeting* with the Evaluation Reference Group should be organized to discuss the findings of the report and relevant inputs could be incorporated in the *Final Evaluation Report* as differing views.
2. ***Methodological tools*** *(to be revised according to the final list of evaluation questions)*

The evaluation will use the methods listed below which should answer the proposed evaluation questions. Any revision to the methodological tools proposed by the Terms of Reference should be discussed with the Contracting party and the Evaluation Reference Group.

1. *Document Review:*

The Evaluator will carry out a document review at the beginning of the Contract, both from the package provided by the Council of Europe as well as further identified as relevant for the subject. The following documents will be particularly assessed:

1. *ROMACT Programme documentation*
   * ROMACT DoAs related to the period to be evaluated;
   * ROMACT methodological Handbook;
   * ROMACT database with local baseline surveys;
   * ROMACT Reports, statistics and reporting tools (tables with training and coaching sessions conducted; tables with projects supported for submission for funding, tables with actions implemented from the Joint Action Plans etc.)
2. *Municipal documentation related to the implementation of ROMACT process:* 
   * Signed Letters of Agreement;
   * Action Plans and Strategies adopted at local level;
   * Local Councils decisions on various ROMACT process benchmarks (Task Force, CAGs, Action Plans / Strategies etc.);
   * Projects submitted for funding in relation to the implementation of Action Plans / Strategies;
3. Previous ROMACT monitoring and evaluation reports etc.
4. Relevant documentation of the Council of Europe and European Commission (e.g.: Council of Europe’s Roma and Travellers Action Plans relevant for the period of evaluation etc.);
5. Visibility and media records on the Programme.
6. *Semi-Structured Interviews and surveys:*

Semi-structured interviews and surveys will be carried out with different relevant stakeholders (indicative names and contacts to be provided):

* The ROMACT Programme management team members in Strasbourg;
* The Council of Europe experts who have been working in the Programme (trainers, expert consultants etc.) supporting the process of developing and implementing the Programme approach;
* Field staff of the Programme (NPO, NFCs, facilitators);
* Representatives of the CAGs in the targeted local communities;
* Representatives of Task Forces at municipal level;
* Official representatives of the City Halls (mayors, members of Local Councils, public servants involved in the process, relevant City Hall offices / departments for the ROMACT process);
* Representatives of local Roma and non-Roma NGOs in the targeted municipalities;
* Other relevant local actors (mediators, representatives of schools, police etc. – non-members of the Task Force) and (Roma and non-Roma) citizens who can provide accounts on the ROMACT implementation.

1. *Case Studies*

* Samples from selected municipalities in Bulgaria and Romania are to be analysed in depth, in the form of case studies, with the purpose of collecting evidence for further revision and development of the Programme’s methodology. These should not be, however, the only basis for evaluation. The sample of case studies will be selected during the inception phase of the evaluation. The Evaluator will carry out field missions to the targeted locations in order to conduct semi-structured interviews, surveys (and potentially focus group discussions) with key individuals / stakeholders.
* The case studies will be of exploratory nature, describing contexts and implementation mechanisms and assessing the changes and impact that occurred, further detailing what may be important to be explored in similar situations. The case studies will look into the different phases of the Programme and its relationship with the context and provide information about reasons for success, challenges and drawbacks. The case studies should be representative and include both more and less successful cases, with their respective contexts and conditionalities, in order to provide a comprehensive picture.

The ***lessons learned*** from the case studies will feed into the process of formulating the recommendations of the Evaluation report.

The evaluation report should include a list of ***recommendations*** regarding the orientation and further development of the Programme’s methodology, based on findings and lessons learned. The recommendations should also include, where appropriate, indications on additional tools to be used for more effective / meaningful Programme impact.

**I. Evaluation Work Plan**

***1. The deliverables*** that the Evaluator will be accountable for producing are:

* 1. *Inception Report* - An Inception Report should be prepared by the Evaluator before going into the full-fledged data collection exercise; this should detail the Evaluator’s understanding of what is being evaluated and why, showing how each evaluation question will be answered by way of: proposed methods, proposed sources of data and data collection and analysis procedures. The inception report should include a proposed schedule of tasks, activities and deliverables. The inception report has the aim to set the clear parameters over the understanding about the evaluation and to clarify any misunderstanding at the outset. The Inception Report shall be submitted to the Evaluation Reference Group and discussed in a joint meeting to be decided upon.
  2. *Interim Report*: The interim report should contain horizontal preliminary findings of the evaluation and draft case studies, drawn up on the basis of documentation review, semi-structured interviews, surveys and field visits. The interim report shall be submitted to the Evaluation Reference Group for comments before final delivery.
  3. *Draft Evaluation Report*– The Draft Evaluation Report should contain horizontal findings, a short ROMACT methodology implementation assessment for each of the targeted municipalities in the two countries covered and the final case studies. The Evaluation Reference Group will review the Draft Evaluation Report to ensure that the evaluation meets the required quality criteria.
  4. *Final Evaluation Report*– The Final Evaluation Report shall respect the Quality Assurance Checklist attached to the Technical Specifications and should include the following elements:

Executive Summary

Introduction

Description of the object of evaluation

Purpose of the evaluation

Evaluation methodology

Challenges encountered during the evaluation

Findings

Horizontal findings related to evaluation questions

Country and municipal assessments for the targeted municipalities of the two countries covered, including overall conclusions and recommendations for each country

Conclusions and lessons learned

Recommendations

Appendixes (including the case studies, the lists of people interviewed and of relevant documents reviewed, formats and content of semi-structured interviews etc.)

***2. Locations and logistical arrangements***

An indicative list of targeted locations / focus areas at country level will be provided to the Evaluator, subject to the approval of the Evaluation Reference Group in the inception phase of the evaluation process.

The evaluation team will be responsible for the necessary logistics of performing the evaluation: office space, administrative and secretarial support, telecommunications, printing of documentation, translation and interpretation etc. The evaluator will also be responsible for the dissemination of all methodological tools such as questionnaires and surveys, but the relevant Council of Europe / ROMACT field staff should facilitate this process to the extent possible.

The Evaluator will be responsible to make their own arrangements for the field visits and appointments with relevant stakeholders. The National Support Teams of the Programme could be asked to facilitate the organisation of field visits and appointments, if deemed necessary by the Evaluator.

***3. Timeframe for the evaluation process***

The indicative timeframe for the evaluation process is set to start on 1 October 2020:

|  |  |
| --- | --- |
| **Deliverables** and other key-steps | **Deadline** |
| Desk study – documentation review, finalizing methodologies | Oct 2020 |
| **Submitting the Inception report** | **1 Nov 2020** |
| 1st Joint meeting with the Evaluation Reference Group | Nov 2020 |
| Field work – Evaluation missions | Nov 20 – Feb 21 |
| Draft Case Studies |
| **Interim Report/Draft Evaluation report** | **1 Mar 2021** |
| 2nd Joint meeting with the Evaluation Reference Group | Mar 2021 |
| **Final Evaluation Report** | **1 April 2021** |

***4. Budget and payments***

The budget of the Evaluation is **set at maximum 40000 €.** A Financial Proposal should be submitted together with the Evaluation Proposal (See PART V, Appendix to the Act of Engagement).

***5. Qualifications of the evaluator***

The criteria for selecting the evaluator are:

* Strong record in designing, managing and leading evaluations in the context of international cooperation;
* Extensive knowledge of, and experience in applying standard evaluation principles, qualitative and quantitative evaluation methods;
* Technical competence in the field of social inclusion of disadvantaged groups, including the Roma in Europe;
* Experience with similar contracts in Romania, Bulgaria or the region;
* Language proficiency relevant for the countries targeted by evaluation;
* Knowledge of the role of the Council of Europe and of the European Commission and their programming tools;
* Independence and absence of conflicts of interests;

The evaluator(s) are asked, if possible, to submit two or three examples of evaluation reports recently completed when submitting their proposal. If possible, one or more of the reports should be relevant, or similar to, the subject of evaluation.

The application file should include References of previous employers.

**ANNEXES**

**Annexes to ToR include:**

* Annex 1 - Quality Assurance Checklist for Final Report;
* Informational Resources
  1. The following documents are available on the website of the ROMACT Programme
     1. ROMACT Join Programme website: <http://www.coe-romact.org>
     2. ROMACT Methodological Handbook: <https://issuu.com/romact0/docs/romact_handbook_en>

**Annex 1: Quality Assurance Checklist for Final Evaluation Report**

1. **Report Structure**
2. The report is well structured, logical, clear, concise and complete.
3. The report is logically structured with clarity and coherence, based on the guidelines provided and according to the proposed structure.
4. The title page and opening pages provide key basic information:

* Name of the evaluation object;
* Timeframe of the evaluation and date of the report;
* Locations (country, region, etc.) of the evaluation object;
* Names and/or organizations of evaluators;
* Name of the organization commissioning the evaluation;
* Table of contents which also lists Tables, Graphs, Figures and Appendixes;
* List of acronyms.

1. The Executive Summary is a stand-alone section that includes:

* Overview of the evaluation;
* Evaluation objectives and purpose of use;
* Evaluation methodology;
* Most important findings and conclusions;
* Main recommendations.

1. Appendixes may include, inter alia:

* The agreed proposal of evaluation implementation;
* List of stakeholders / persons interviewed and sites visited;
* List of documents consulted;
* More details on the methodology, such as data collection instruments, including details of their
* reliability and validity;
* Evaluator’s related information and justification of team composition;
* Evaluation matrix;
* Results framework.

**2. Object of Evaluation**

1. The report presents a clear and full description of the 'object' of the evaluation.
2. The expected results chain (inputs, outputs and outcomes) of the evaluation are clearly described.
3. The context of key social, political, economic, demographic, and institutional factors that have a direct bearing on the object of the evaluation is properly described.
4. The scale and complexity of the object of the evaluation are clearly described.
5. Key stakeholders involved in the Programme implementation and their roles.
6. Implementation status of the Programme and implications for the evaluation.

**3. Evaluation Purpose and Objectives**

1. Evaluation purpose and objectives are fully explained.
2. The purpose of the evaluation is clearly defined, including why the evaluation was needed at that point in time, who and why needs the information and how the information will be used.
3. Evaluation questions are described and justify what the evaluation did and did not cover.
4. The report describes and provides an explanation of the chosen evaluation criteria, performance standards, or other criteria used by the Evaluator.

**4. Evaluation Methodology**

1. The report presents transparent description of the methodology applied to the evaluation that clearly explains how the evaluation was specifically designed to address the evaluation criteria, to obtain answers to the evaluation questions and achieve evaluation purposes.
2. The report describes the data collection methods and analysis, the rationale for selecting them, and their limitations. Reference indicators and benchmarks are included where relevant.
3. The report describes the data sources, the rationale for their selection, and their limitations. Moreover, the report should include information on how the mix of data sources was used to obtain a diversity of perspectives, ensure data accuracy (triangulation) and overcome data limits.
4. The report describes the sampling frame – area and population / stakeholders to be represented, rationale for selection, numbers selected out of potential subjects, and limitations of the sample.
5. The evaluation report gives a complete description of stakeholder’s consultation process in the evaluation, including the rationale for selecting the particular level and activities for consultation.
6. The methods employed are appropriate for the evaluation and to answer its questions.
7. The evaluation approach and data collection and analysis methods are gender equality and human rights responsive and appropriate.
8. The report presents evidence that adequate measures were taken to ensure data quality, including evidence supporting the reliability and validity of data collection tools (e.g. interview protocols, observation tools, etc.)

**5. Findings**

1. The findings respond directly to the evaluation criteria and questions detailed in the purpose and objectives section of the report and are based on evidence derived from data collection and analysis methods described in the methodology section of the report.
2. Reported findings reflect systematic and appropriate analysis and interpretation of the data.
3. Reported findings address the evaluation criteria and questions defined in the Terms of Reference.
4. Findings are objectively reported based on the evidence.
5. Gaps and limitations in the data and/or unanticipated findings are reported and discussed.
6. Reasons for accomplishments and failures, especially continuing constraints, were identified as much as possible.
7. Overall findings are presented with clarity, logic, and coherence.

**6. Conclusions**

1. Conclusions present reasonable judgments based on findings and substantiated by evidence, and provide insights pertinent to the object and purpose of the evaluation.
2. The conclusions reflect reasonable evaluative judgments relating to key evaluation questions.
3. Conclusions are well substantiated by the evidence presented and are logically connected to evaluation findings.
4. Stated conclusions provide insights into the identification and/or solutions of important problems or issues pertinent to the prospective decisions and actions of evaluation users.
5. Conclusions present strengths and weaknesses of the Programme evaluated, based on the evidence presented and taking due account of the views of a diverse cross-section of stakeholders.

**7. Lessons learnt**

The Lessons learned are to be informed by the general findings of the evaluation and from the Case Study samples analyzed. The Case Studies should be included as Appendix to the section. The Lessons learned described by the report should be:

1. Specific and relevant to the topic of the evaluation.
2. Clearly linked to specific findings.
3. Tied to clearly identified external factors.
4. Replicable in the organizational context.

**8. Recommendations**

1. Recommendations are relevant to the object and purposes of the evaluation, are supported by evidence and conclusions, and were developed with the involvement of relevant stakeholders.
2. The report describes the process followed in developing the recommendations including consultation with stakeholders.
3. Recommendations are firmly based on evidence and conclusions.
4. Recommendations are relevant to the object and purposes of the evaluation.
5. Recommendations clearly identify the target group for each recommendation.
6. Recommendations are clearly stated with priorities for action made clear.
7. Recommendations are actionable and reflect an understanding of the commissioning organization and potential constraints to follow-up.
8. Recommendations are supplemented with suggested modalities of implementation and opportunities for improvement.

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. ROMACT - building up political will and understanding of Roma inclusion at local and regional level (VS/2013/0259); ROMACTbis - extending and completing ROMACT1 (VS/2013/0512); ROMACT2 - pursuing the ROMACT programme (VS/2015/0108); ROMACT3 – \_continuation of the programme (VS/2015/0320); ROMACT4 – \_pursuing ROMACT Programme (VS/2016/0444); ROMACT 5 - Grant agreement VS/2017/0472 of 20.12.2017 (with Amendment 1 – \_VS/2018/0407 of 10.12.2018); ROMACT6 – VS/2018/0332 of 26.10.2018; ROMACT 7 – VS/2019/0315 of 01.10.2019). [↑](#footnote-ref-3)
4. ROMACT Handbook - <https://issuu.com/romact0/docs/romact_handbook_en> [↑](#footnote-ref-4)
5. Refering to the ROMACT methodological process at local level. In different ROMACT Project contracts, some objectives refered to a Transnational Cooperarion Component that targeted the EU vulnerable migrants and wich were opened to municipalities of destination in Western EU countries. [↑](#footnote-ref-5)
6. In practice, at local level, case by case, the Task Force might have different names (in the national language and according to the structures prevalent at municipal level): e.g. Municipal Working Group, Mixed Group etc. Moreover, in some cases, the Task Force was set on the basis of / and reinforced the already existing working groups for Roma / minorities inclusion at municipal level. [↑](#footnote-ref-6)
7. Council of Europe Evaluation Guidelines for consultants can be found at <https://rm.coe.int/evaluation-guidelines/16807945ab> [↑](#footnote-ref-7)