

Contract no. (reference to be recalled) ▶	
Project ▶	EUROPEAN HERITAGE DAYS
Lot (if applicable) ▶	N/A
Directorate / Department ▶	DIRECTORATE OF DEMOCRATIC PARTICIPATION / CULTURE AND CULTURAL HERITAGE FOR DEMOCRACY



ACT OF ENGAGEMENT

This Act of engagement lays down the terms and conditions applicable between the Provider, as described below, and the Council of Europe¹.

The signature of this Act of Engagement by the Provider alone shall not constitute or imply any sort of contractual commitment on the part of the Council of Europe. This Act shall become contractually binding only **upon signature by a Council of Europe authorised staff member** (see Section B).

Instructions – the Tenderers shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**.
2. Complete the "Price" column of the fee table (see Section A) and, where applicable, complete the financial appendix.
3. Sign the Act of Engagement (see Section B) and submit it **only to the e-mail address specified on page 1 of the Tender Rules**, together with any other supporting documents.

Contact details of the Provider	Legal name ▶			
	Address ▶		Postcode ▶	
	Country ▶		Registration number (if any) ▶	
	VAT number (if applicable) ▶			
	Signatory / Representative ▶	Mr/Mrs		
	Contact person ▶	Mr/Mrs		
	E-mail (contact person) ▶			
	Telephone number (Contact person) ▶			
Bank details	Bank name ▶		Agency name ▶	
	Full Bank address ▶			
	Account holder ▶	Mr/Mrs		
	IBAN (please attach a bank statement) ▶			
	BIC/SWIFT ▶			

¹ Which has its seat Avenue de l'Europe, 67075 Strasbourg Cedex, France

A. Contractual terms and conditions

1. Purpose of the act of engagement

The Council of Europe is implementing a Project on the European Heritage Days joint programme. In that context, it is looking for Provider(s) for the provision of maintenance services, further development, and website hosting of the European Heritage Days website. (www.europeanheritagedays.com website).

The following services are to be provided:

1.1. Maintenance of the Website

The website has been developed using DRUPAL web content management system. The application is to be accessible 98% of time per month minimum. Investigation and feedback on issues or loss of service is expected within two working hours with a maximum 12 hours delay for trouble-fixing, Monday to Friday 09:00-17:00 CET.

The supplier will be requested to ensure the adaptive and corrective maintenance of the system and to ensure the evolution of the website when requested by the EHD Secretariat. The system should log the main activities performed in the front end and back end of the website to allow a fast diagnostic in case of incidents / bugs.

The back-end technical maintenance shall be carried out by the supplier through a management system which will enable the constant interaction with the European Heritage Days Secretariat.

The EHD team shall be able to track the progress of the problem resolutions at any time and shall have the possibility to refuse the proposed or implemented changes if they do not meet the initial needs. The supplier shall also be able to guarantee a manual testing of the application, to identify any possible pre-release issues.

The supplier shall guarantee the confidentiality of the information provided by the EHD team and is prevented from disclosing such information to third parties without the prior written agreement of the European Heritage Days team.

Testing

The testing environment must be identical to the production environment.

The testing is performed in a testing environment provided by the supplier, by a pool of selected users / testers following the same test plan / scenario used by the supplier. Once the tests are performed, the Secretariat can accept or reject the delivery. After acceptance and deployment in production, no more testing can be performed on the application. All the dysfunctions will be logged as incidents / problems / bugs and reported to the maintenance team to be fixed.

As part of the maintenance agreement, the contractor has the obligation to:

- Fix all the incidents linked to the normal use of the application
- Update / upgrade all the components of the application (modules, plugins, widgets, themes, core functionalities) and of the hosting environment (hosting platform, database, OS, third party components, etc.)

1.2. Further development of the website

The supplier will develop functionalities to the European Heritage Days website upon request from the Secretariat. The development will be provided on top of DRUPAL content management system.

The supplier shall be able to analyse the specific needs and propose solutions for the development of the functionalities.

The EHD Secretariat shall be able to track the progress of the development at any time and shall have the possibility to refuse the proposed or implemented changes, if they do not meet the initial needs. The supplier shall also be able to guarantee a manual testing of the application, to identify any possible pre-release issues.

The supplier shall guarantee the confidentiality of the information provided by the EHD team and is prevented from disclosing such information to third parties without the prior written agreement of the European Heritage Days team.

Throughout the duration of the Framework Contract, pre-selected Providers may be asked to:

- ✓ Redesign of the homepage to answer better the needs of two target groups: event organisers and events visitors.
- ✓ Develop a solution for new type of website user with different levels of authorization
- ✓ Redesign existing and development of new dynamic pages with variety of functions such as embedding of videos, dropdown menus, content preview, etc.
- ✓ Develop a solution for presentation of online events.
- ✓ Develop a screen scraping process for scraping of events from numerous external websites.

The above list is not considered exhaustive. The Council reserves the right to request deliverables not explicitly mentioned in the above list of expected services but related to the field of expertise object of the present Framework Contract for the lot concerned.

Testing

The supplier has the obligation to test the solution before submitting it for acceptance and shall submit a full test report for approval.

The Secretariat reserves the right to test the application before acceptance.

The testing environment must be identical to the production environment.

The testing is performed in a testing environment provided by the supplier, by a pool of selected users / testers following the same test plan / scenario used by the supplier. Once the tests are performed, the Secretariat can accept or reject the delivery. After acceptance and deployment in production, no more testing can be performed on the application. All the dysfunctions will be logged as incidents / problems / bugs and reported to the maintenance team to be fixed.

1.3. Website hosting and back-end technical management

The supplier shall provide the hosting of the Portal and its database. The proposed solution should store the data, allow fast access to it, preserve the integrity, and allow regular backups of the data. The Portal should be hosted on a secure cloud solution, based in a Council of Europe member state. The hosting solution should be scaled to respond to current needs of the website, but also to anticipate the future growth of the system. Information about the current system: Database – 10 GB Full back-up size: 510GB Number of files: 745874

Prices

The prices indicated in the table below are final throughout the duration of the contract (unless otherwise stipulated or supplemented in any specific contractual conditions).

Prices are indicated in **Euros**, without VAT.

Payment terms: 60 days net.

Offer from the Provider² :

Description ▼	Total without VAT ▼
Maintenance of the Website (lump sum for 12 months)	
Website hosting and back-end technical management (lump sum for 6 months)	
TOTAL LUMP SUM (Maintenance + Hosting) EXCL. VAT ►	
Further development of the website (lump sum for person/day)	

² The Provider fills in the table on the basis of any contractual financial annexes (All-inclusive price, Price per unit, etc.) or detailed quote.

Unless otherwise specified, variants are permitted. However, if a variant is submitted, an offer in line with the original demand must also be provided. All variants must be added to this Act of Engagement.

2. Distribution of services and payments in the case of a consortium (if applicable)

In the case of a consortium, the leader and members of the consortium must complete and sign the Council of Europe consortium declaration.

3. Penalties

Late execution penalties	
<input type="checkbox"/>	Penalties for late execution are set at EUR xxx without VAT on the basis of xxx
<input checked="" type="checkbox"/>	Penalties for late execution apply from the 1 st day of delay registered by the Council of Europe

Notwithstanding the above, the Council reserves the right to claim compensation for any loss or incidents caused by delay or unavailability.

4. Warranties and bank guarantees

No warranty or bank guarantee is required.

5. Delivery and invoicing

Delivery address	Invoice address
Council of Europe Avenue de l'Europe 67075 Strasbourg Cedex FRANCE	Council of Europe Directorate General of Administration Avenue de l'Europe 67075 Strasbourg Cedex FRANCE

Contractual deadlines (e.g. sequenced or non-sequenced delivery, schedule, etc.):	
Expected starting date for maintenance and website hosting:	1 February 2026
Expected starting date for development:	20 May 2025

The Provider shall issue its invoices in accordance with the VAT procedure described on the [supplier portal](#). In case of questions, please contact the Council of Europe.

6. Contractual documents

Having read the constituent documents of the contract set out below, **the signatory unconditionally accepts all the terms of the contract, the provisions of which are non-negotiable.**

List of contract documents, in order of prevalence:	
<input checked="" type="checkbox"/>	Completed and signed Act of Engagement (AE)
<input checked="" type="checkbox"/>	Specific Contractual Conditions (SCC)
<input type="checkbox"/>	Technical specifications (TS)
<input checked="" type="checkbox"/>	Supplementary General Conditions (SGC)
<input checked="" type="checkbox"/>	Council of Europe General Conditions (GC)
<input type="checkbox"/>	Financial Appendix(es) (Price per unit, All-inclusive price, detailed quote from the provider, etc.) completed and signed
<input checked="" type="checkbox"/>	Any additional documents provided by the Provider when submitting its bid

7. Contract management

Contract takes effect ▼		
<input type="checkbox"/>	The contract takes effect on ...	Click or tap to enter a date.
<input checked="" type="checkbox"/>	The contract takes effect on the date on which it was signed by the Council.	
Duration of the contract ▼		Date ▼
<input checked="" type="checkbox"/>	The contract* is valid until...	31/12/2029
<input type="checkbox"/>	The contract* is concluded for a period of 1 year and might be renewed for 1 more year	
Probationary period - Preparatory period ▼		
<input checked="" type="checkbox"/>	Not applicable	
<input type="checkbox"/>	The contract includes a probationary period of xxx months / year(s) which is included in the initial period of the contract.	
<input type="checkbox"/>	The contract includes a preparatory period of xxx months preceding the initial period of the contract.	
Termination of the contract ▼		
<input checked="" type="checkbox"/>	Not applicable	
<input type="checkbox"/>	During the probationary period, the contract may be terminated by the Council by registered letter with acknowledgement of receipt, giving xxx months' notice.	
<input type="checkbox"/>	The contract may be terminated at any time by any party by registered letter with acknowledgement of receipt, giving xxx months' notice.	
<input type="checkbox"/>	The contract may be terminated by any party by registered letter with acknowledgement of receipt, giving xxx months' notice before its anniversary date.	

* Where the services provided under the contract are subject to a schedule agreed between the parties, the contract will terminate on the estimated completion date. This date may be modified in the event of a change in the schedule, if agreed by the parties. In all other cases, an amendment must be drawn up.

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, nor the Provider I represent, are in any of the situations listed in the exclusion criteria as reproduced in the Tender Rules;
- Declare (if applicable) that I am the sole owner of the moral rights attached to the creations of the one-man company incorporated under my sole ownership. I am individually liable for all obligations arising from this contract and for which I, individually or through the sole proprietorship, will be responsible;
- 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;
- Confirm that my offer is valid for 180 calendar days from the submission deadline;
- Accept, without any derogation, all contractual documents (See Section A.7) and 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.

For the Provider ▼		
Signature	Signatory (Name, Surname) ►	Mr/Mrs
	E-mail of signatory ►	
	Legal name ►	
	Place of signature ►	
	Signature date ►	Click or tap to enter a date.
	Stamp + handwritten signature (or certified electronic signature) ►	
	The signatory undertakes... ►	<input type="checkbox"/> ... for its own account <input type="checkbox"/> ... on behalf of the company he/she is duly authorised to represent <input type="checkbox"/> ... in its capacity as leader of the consortium

For the Council of Europe ▼ On behalf of the Secretary General of the Council of Europe	
Signatory (Name, Surname) ►	
Signature ►	

C. Legal conditions

ATTENTION: the following provisions apply unless otherwise stipulated or supplemented in any additional supplementary general conditions and/or specific contractual conditions

ARTICLE 1 - GENERAL PROVISIONS

- 1.1 The Provider accepts the [General Conditions of the Council of Europe](#).
- 1.2 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter, to provide the list of Deliverables as described in section A of this Act of Engagement and included in the offer submitted by the Provider.
- 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.

ARTICLE 2 - Payment

In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the amounts in Euros (unless otherwise agreed between the parties) as indicated in the Act of Engagement and on the basis on the terms of the contract.

ARTICLE 6 - CONSORTIUM

- 6.1 The providers have full responsibility for carrying out and complying with the terms of the contract.
- 6.2 The Providers are jointly and severally liable. If a Provider fails to implement its part of the contract, the other Providers shall become responsible for carrying out of the Deliverables, unless the Council expressly relieves them of this obligation.
- 6.3 In case of breach of contract, where applicable, the Council will claim back the amounts paid but that were not due under the contract. The coordinator of the consortium is fully liable for repaying the debts of the consortium, even if it has not been the final recipient of those amounts.
- 6.4 The internal roles and responsibilities of the Providers are defined as follows:
 - 6.4.1 The Providers must designate a coordinator.
 - 6.4.2 Each Provider must :
 - (i) inform the coordinator immediately of any events or circumstances likely to affect significantly or delay the performance of the contract, change in legal status or technical, organisational or ownership situation, circumstances affecting the award of the contract or compliance with the requirements of the contract;
 - (ii) submit to the coordinator in good time:
 - any other documents or information required by the Council under the contract, unless the contract requires the Provider to submit this information directly;
 - any information requested by the coordinator in order to verify the state of performance of the Deliverables under the contract, the proper implementation of the contract and compliance with the other obligations under the contract.
 - (iii) give the other Providers access to any pre-existing industrial and intellectual property rights needed for the performance of the contract and compliance with the obligations under the contract.
 - 6.4.3 The coordinator must :
 - (i) monitor that Deliverables are carried out properly and timely, in accordance with the terms of the contract;
 - (ii) act as the intermediary for all communications between the Providers and the Council (in particular, providing the Council with the information described in Article 6.4.2 (ii)) immediately, unless agreed otherwise by the Parties;
 - (iii) request and review any documents or information required by the Council and verify their completeness and correctness before passing them on to the Council;
 - (iv) before starting performance of the contract, submit the list of pre-existing rights (Article 6.4.2 (iii)) to the Council;
 - (v) submit the Deliverables to the Council in accordance with the timing and terms of the contract;
 - (vi) Payments shall be made by the Council to the coordinator. Payments to the coordinator shall discharge the Council from its payment obligation. The coordinator must ensure that the distribution of payments between the Providers is made without unjustified delay.

The coordinator may not subcontract the above-mentioned tasks.

- 6.8 The Providers must have internal arrangements regarding their operation and co-ordination to ensure that the action is implemented properly. These internal arrangements must be set out in a written "consortium agreement" between the beneficiaries, which may cover:
 - the internal organisation of the consortium;
 - the distribution of the Council's payment(s);
 - additional rules on the rights and obligations related to pre-existing rights and results (including intellectual and industrial property rights), specifying the owner and all persons who have a right of use;
 - settlement of internal disputes;
 - liability, indemnification and confidentiality arrangements between the Providers.

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