

4 DECEMBER 2017

TENDER NOTICE CONDITIONS FOR DEVELOPMENT OF THE NETWORK SECRETARIAT FOR THE REGIONAL NETWORK OF NATIONAL HUMAN RIGHTS INSTITUTIONS IN THE AMERICAS: PHASE 1

J. NR XXX.XX

REF. XXX

1 INTRODUCTION

The Danish Institute for Human Rights (DIHR) hereby invites interested parties to submit a tender compliant with this tender material for the contract for support to the establishment of a regional secretariat for the Network of National Human Rights Institutions (NHRIs) in the Americas.

DIHR will conclude a contract with one contractor.

This tender material elaborates the tender advertisement published at udbud.dk, cf. annex 1.

This tender is advertised as a public announcement according to Part IV of the Danish Act on Public Procurement (Udbudsloven). Part IV regulates public-sector procurement below the threshold which have a certain cross-border interest. This advertising duty arises from section 1 of Executive order on advertising of public procurements below the threshold which have a certain cross-border interest and on the use of electronic means of communication in invitations to tender under parts II and III of the Danish Act on Public Procurement (Executive order no. 1643 of December 15, 2015).

2 CONTRACTING AUTHORITY

The Contracting Authority for the contract is:

Danish Institute for Human Rights (DIHR) Wilders Plads 8K
1403 Copenhagen K

Central business registration (CVR) no. 34 48 14 90. The contact point for the tender is:

The project coordinator, nhri.eu@humanrights.dk

All contact to DIHR has to be in writing, by e-mail, and in English. If there are any inconsistencies between DIHR's written or verbal statements, the written statements will always prevail.

3 TENDER MATERIAL

The complete tender documents consist of this tender notice conditions and the following annexes:

Annex 1: Advertisement at www.udbud.dk

Annex 2: Terms of reference for the assignment

Annex 3: DIHR standard contract

Annex 4: Declaration

4 DESCRIPTION OF THE ASSIGNMENT

DIHR manages an EU funded project (grant) that aims, inter alia, to support the the Network of National Human Rights Institutions in the Americas. The network has not yet established a permanent secretariat and the operations of the secretariat are therefore carried out by an elected NHRI based on rotation. Therefore, the quality of the operations of the secretariat will depend on the technical, financial and human resources of the NHRI acting as secretariat at a given time.

In the first meeting of the Committee of Coordination of the network, carried out on the 6th and 7th of July 2017 in Quito, it was decided to establish a permanent secretariat for the Network of National Human Rights Institutions in the Americas.

The general objective of the tender is therefore to analyse the opportunities and viability of establishing a permanent secretariat for

the Network of National Human Rights Institutions in the Americas to be in charge of carrying out the daily activities of the network.

Specific objectives:

1. Elaborate a technical justification for the necessity of legally establishing the Network of National Human Rights Institutions in the Americas and with it: a permanent technical organ.
2. Identify the most viable options for the legal establishment of the Network of National Human Rights Institutions in the Americas and the establishment and functioning of the permanent technical organ, according to information provided by the NHRIs and through acquirement of additional information.
3. Propose a reform of the Statute of the Network of National Human Rights Institutions in the Americas in order to optimize the functioning of the network and reflect the proposed changes for its strengthening.

In order to achieve these objectives the consultant must elaborate the following products:

1. A document of justification for the legal establishment of the Network of National Human Rights Institutions in the Americas, to be presented in the General Assembly of the Network (February 2018).
2. A proposal of amendment of the Statute of the Network, to be presented in the General Assembly of the Network (February 2018).
3. A questionnaire to acquire information about the legal personality of the network: Design of the questionnaire, follow-up on the responses of the NHRIs.
4. A document of analysis of the viability of creating a permanent secretariat and definition of its location, in relation to the criteria defined by the Comity of Coordination and the directives of the General Secretariat, based on the responses from the NHRI to the previous questionnaire. The analysis must include all countries of the American continent as the possible location and must

recommend three options as the most adequate, also considering the location of GANHRI.

5. A document of the functions and responsibilities of the permanent secretariat.
6. A proposal for an Agreement of constitution of the Network of NHRIs in the Americas, to which the authorities of the member institutions will subscribe in the general assembly of the network (February 2018).

Note: these documents must be handed over in their final versions, including observations by the authorities of the member institutions during the assembly of the network.

The documents must be handed over in English and in Spanish.

For additional information, please refer to the project description in Spanish (annex 2).

4.1 ESTIMATED CONTRACT VALUE

The estimated contract value is between 18.000 and 24.000 euros allocated for consultancy fees, and 3.000 euros allocated for travel expenditures.

The applicant must present their technical and financial proposal for the total time-period foreseen in this tender notice and the products mentioned above under 4.

Payment will be carried out in the following way:

- 30% in advance upon signature of the contract
- 40 % following hand-over and approval of products No. 1, 2, 3 and 4.
- 30% following hand-over and approval of all final products in English and Spanish.

4.2 CONTRACT PERIOD AND DEADLINES

The contract period will have a duration of 3 months starting on the 5th of January 2017 until the 30th of March 2018.

For additional information on the specific deadlines, please refer to the project description, cf. annex 2, paragraph 5.

5 TENDER PROCEDURE

All interested tenderers may submit a tender, however DIHR wishes to enter into cooperation with experienced contractors. Prior to evaluating the tenders submitted, DIHR will assess if the required documentation in relation to exclusion and the tenderer's professional/technical eligibility has been submitted.

Which of the tenderers is awarded the contract will be decided after a concrete evaluation of the submitted tenders against the *award criteria*, listed under the heading *award criteria*.

6 EXCLUSION AND ELIGIBILITY

6.1 THE TENDERER

The name of the tenderer, and consequently the person legally responsible and accountable to DIHR, must be stated clearly in the tender.

6.2 CONSORTIA

In case of a combination of tenderers (a consortium), the information in section 6.4 must be submitted for each individual member of the consortium.

A consortium can only, together, submit the maximum number references, if DIHR has requested a maximum of references under section 6.5. item 1. The consortium, as an entity, is, however, only required to fulfil any minimum requirements in the tender notice conditions.

The identity of the contact point authorised to bind the consortium must be clear in the tender.

Tenderers in a consortium are jointly and severally liable to DIHR with regard to the contents of the tender and the performance of the contract. If a consortium is awarded the contract, each member of the consortium is required to provide a statement that it is jointly and severally liable to DIHR with regard to the contents of the tender and the performance of the contract.

The use of sub-contractors does not constitute a consortium.

6.3 SUB-CONTRACTORS

If the tenderer is using sub-contractors or sub-suppliers to carry out the assignment or part of it, their names have to be clearly stated in the tender and the tenderer must indicate which part of the assignment they are going to perform.

The tenderer is responsible and accountable for any work performed by the sub-contractors or sub-suppliers. Consequently, the tenderer is not required to submit separate documentation for their general eligibility.

6.4 DECLARATION ON EXCLUSION

The tenderer must sign and submit a declaration that the tenderer has no unpaid, outstanding debt to the public sector and is not covered by any exclusion grounds (Annex 4).

6.5 TECHNICAL AND PROFESSIONAL ELIGIBILITY

The tenderer must document relevant and extensive experience with the performance of similar projects. In order to do that the tenderer must submit:

- 1) One CV for the expert or experts using Europass CV:
<https://europass.cedefop.europa.eu/documents/curriculum-vitae>.
The name of the lead expert must be clearly indicated.
- 2) One to three CV's for other proposed experts using the Europass CV under item 3. The name of the backup expert(s) must be clearly indicated.
- 1) Minimum 3 references documenting the tenderers experience with networks and the particular context of NHRIs in Americas The references have to showcase the tenderer's previous experience with similar processes and projects. The proposal should include:
 - a) A short description of the project/assignment and its relevance to this tender, including what kind of networks of similar organisations were addressed
 - b) A description of the countries/region where the assignment was carried out
 - c) The size of the project/assignment in terms of contract value and period
 - d) The name of responsible person(s) that carried out the project/assignment on behalf of the tenderer
 - e) The name of client and the contact person with the client.

DIHR reserves the right to check information in the submitted CVs and the reference list by contacting the client.

The tenderer may refer to experience of a sub-contractor or sub-supplier to comply with the minimum requirement under item 2.

7 AWARD CRITERIA

The contract will be awarded based on the criterion *best price-quality ratio*".

Tenders that fulfil the minimum requirements for technical and professional eligibility, cf. 6.5, and submitted a compliant tender will be included in the evaluation.

The following sub-criteria will apply:

1. Price (60%)
2. Competences and experience (40 %)

Price (60%): Consultancy fee based on an hourly rate (excl. VAT). The tenderer must state in its tender the applicable consultancy fee for the assignment, based on an hourly rate.

Competence – Relevant qualification and experience (40%):

DIHR will assess the candidate's experience and capacity by reviewing the following two documents:

1. CV's for the proposed experts, using Europass CV:
<https://europass.cedefop.europa.eu/documents/curriculum-vitae>
 - a. All proposed experts are expected to have a relevant educational background
 - b. The lead expert is expected to have at least 15 years of work experience with networks and experience in particular from the region
 - c. The lead expert must have extensive experience with the NHRIs and managing similar processes as proposed in the terms of reference.
 - d. Other proposed experts must also have extensive experience working with NHRIs in the Americas The experts are required to be fluent in Spanish and English (written and oral).

8 GENERAL CONDITIONS

The tenderer must submit its tender based on this tender document. Only the compliant tenders will be considered.

The final contract will be based on the attached draft contract, cf. annex 3.

8.1.1 Deadlines

The tender has to be submitted to DIHR, no later **than 26th of December 2017 at 17:00 CET** (Central European Time zone).

Tenders must be submitted by email to with the headline “Tender for Network of NHRIs in the Americas” and must be submitted in English.

All tenders received in time will be opened when the closing date for tenders expires. The tenderer will not be permitted to attend the opening of the tenders.

Tenders received after the closing date for tenders will not be considered. The tenderer is responsible for ensuring that the tender is received in due time and in the correct form.

A submitted tender must remain open for acceptance for up to three months after the expiry of the closing date for tenders (period of validity).

The period of validity ends when a contract is signed with the successful tenderer (not when the award decision is notified), cf. annex 3.

8.1.2 Minimum Requirements to the Tender

The tender must include the following:

- I. A cover letter that includes a clear statement of the legal person, consortium or person submitting the tender and proposed price for the assignment.
- II. A signed Declaration, cf. annex 4.
- III. CVs for proposed experts using this template: <https://europass.cedefop.europa.eu/documents/curriculum-vitae>, cf. 6.5.2 and 6.5.3

The tender must contain all information and documentation asked for. DIHR reserves the right to assist in resolving formal mistakes and minor outstanding issues in the submitted tenders, while respecting the principle of equal treatment. DIHR can refuse to consider incomplete tenders, or tenders with formal mistakes and missing information.

If submitted tenders contain too many references, cases or pages, DIHR reserves the right to contact the tenderer in order to adjust accordingly, with a deadline specified by DIHR.

8.1.3 Language

All documents (tenders, supporting documentation, annexes etc.) must be submitted in English or Spanish.

8.1.4 Contract

The contract will be signed using the DIHR agreement template (annex 3). The contract will determine obligations and rights between DIHR and the successful tenderer. The contract's general conditions cannot be changed.

A tenderer's own terms and conditions will not be included in the contract agreement, regardless of whether the tenderer submit its terms and conditions together with the tender, when signing the contract, when invoicing or when implementing the project.

8.1.5 Annulment

DIHR reserves the right to annul the tender process and not award a contract if there is an objective reason for doing so, without incurring liability to any tenderer and without the tenderers being entitled to claim any compensation. The annulment can be done until the contract has been signed by DIHR and the successful tenderer. The annulment notice will be sent to all tenderers, accompanied by a reason for the annulment. DIHR will possibly restart the procurement process thereafter.

8.1.6 Expenses related to the tender phase

Tenders are developed and submitted at tenderer's own risk and expense. DIHR cannot reimburse any costs or losses a tenderer may have in relation to the tender. The submitted tenders and all related documentation will not be returned to the tenderer.

8.1.7 Alternative tenders

No alternative tenders may be submitted.

8.1.8 Reservations

It is not possible to make reservations regarding fundamental elements of the tender notice material. If such a reservation is made, the tender will be regarded as non-compliant and be rejected. What are considered to be fundamental elements is subject to a concrete assessment by DIHR. Reservations related to price, deadlines and contract are always considered fundamental.

Any reservations not related to or described in the tender documents, will (if possible) be price-determined by DIHR and added to the tenderer's proposed price. DIHR reserves the right not to include additional reservations.

All reservations must be clearly stated by the tenderer. Any reservations are made at the tenderer's risk. It is therefore recommended that the tenderer seek to have any unclear points resolved before submitting the tender.

8.2 QUESTIONS AND CORRECTIONS

In case there are unclear points in the tender notice material or if further information is required, questions may be addressed in writing by email. DIHR must, according to the principle of equal treatment,

treat all tenderers equally, which includes that DIHR must share these questions and answers during the tender process.

Questions can be submitted in writing to nhri.eu@humanrights.dk

Questions will be answered in writing and questions, answers and any corrections will be published anonymously at www.humanrights.dk

Any questions sent less than six days before the expiry of the deadline for submission of the tender, cannot expect an answer unless the question is insignificant and does not concern the implementation of the project.

It is the tenderer's responsibility that questions, answers and corrections are received by the tenderer. The responsibility for non-compliant or inadequate tenders caused by the failure to take into account published corrections lies with the tenderer only.

8.3 CONFIDENTIALITY, SECRECY AND ACCESS TO PUBLIC DOCUMENTS

The tenderer must observe unconditional secrecy to confidential information that the tenderer might receive as part of the tenderer's submitted tender'.

All tender documents, including submitted tenders, could be regarded as documents falling within the Danish legislation on access to information. According to the Danish Complaints Board for Public Procurement, DIHR may, depending on circumstances, be required to grant access to submitted documents upon request from other tenderers. The assessment of these conditions will include whether the tenderer clearly has indicated that some information in the submitted tender is confidential.

If the tender includes information that a tenderer may wish to have exempt from access to public documents in order to protect

commercial interests, the tenderer should state that clearly when submitting the tender.

However, DIHR is obliged to allow public access to documents, to the extent required by the applicable Danish legislation.

8.4 TIME SCHEDULE

The procurement process is implemented according to this time plan:

4 December , 2017	Request for Tender announced at www.udbud.dk
15 December, 2017	Deadline for questions, cf. section 8.2
26 December, 2017	Deadline for submission of tenders
22 December, 2017	Expected date for awarding contracts
5 January 2018	Expected date for contract signing
5 January 2018	Expected date for implementation start

All dates above are at 17:00 CET (Central European Time zone). Please note that deviations from the anticipated timetable may occur.

TÉRMINOS DE REFERENCIA

Consultoría para el Fortalecimiento Institucional de la Red de Instituciones Nacionales de Derechos Humanos del Continente Americano: FASE 1

1. ANTECEDENTES

En 1991, tuvo lugar el primer taller internacional sobre Instituciones Nacionales para la Promoción y Protección de los Derechos Humanos, cuyo resultado más relevante fue la adopción de los Principios de París¹.

Los Principios de París se relacionan con el estatus y funcionamiento de las instituciones nacionales de derechos humanos (INDH). Establecen, entre otros elementos, las siguientes funciones principales: (1) monitorear las situaciones de derechos humanos en el país que corresponda; (2) asesorar e informar al Estado sobre violaciones a derechos humanos, sobre legislación y en general sobre el cumplimiento de los instrumentos internacionales en la materia; (3) relacionarse con el sistema nacional e internacional de derechos humanos; así mismo las INDH tienen un mandato amplio, establecido en la Constitución, y competencias cuasi judiciales.

Desde la Conferencia Mundial de Viena en 1993, los Principios de París han sido la prueba de la legitimidad y credibilidad de estas instituciones. La importancia de establecer y fortalecer las instituciones nacionales independientes y pluralistas en consonancia con los Principios de París ya ha sido reafirmada por la Asamblea General y el Consejo de Derechos Humanos de las Naciones Unidas en varias resoluciones.

En este marco, la Alianza Global de Instituciones Nacionales de Derechos Humanos - GANHRI por sus siglas en inglés (Global Alliance of National Human Rights Institutions) – se constituye en la asociación internacional de Instituciones Nacionales de Derechos Humanos de todo el mundo, con el objetivo de fortalecer la labor de las INDHs en el marco del cumplimiento de los Principios de París. Hasta marzo de 2016, esta instancia se denominaba Comité Internacional de Coordinación de Instituciones Nacionales de Derechos Humanos (CIC).

Actualmente GANHRI cuenta con 117 miembros, 74 de ellos con estatus “A”, estatus conferido a las instituciones cuya estructura y funcionamiento es conforme con los Principios de París.

El GANHRI está conformado por cuatro redes regionales, las cuales son el órgano establecido por las INDH en cada una de las agrupaciones regionales de África, Américas, Asia Pacífico y Europa.

La Red de Instituciones Nacionales de Derechos Humanos del Continente Americano agrupa a las

¹ Principios relativos al estatuto y funcionamiento de las Instituciones Nacionales de Protección y Promoción de los Derechos Humanos.

instituciones de los países de América, constituidas conforme a los Principios de París. El objetivo de la Red es “Establecer, mantener y promover en la región una cultura de respeto a los Derechos Humanos.”²

Las redes regionales de INDHs requieren fortalecer su capacidad para coordinar esfuerzos comunes, contribuir a desarrollar la capacidad individual de las INDH en sus regiones para el cumplimiento de su mandato tanto a nivel nacional como internacional.

Con este fin, GANHRI, a través del Instituto Danés Derechos Humanos, ejecuta el proyecto NHRI-EU (Contrato IEDDH/2015/367542), desde el año 2015 por un período de 36 meses, cuyo objetivo es fortalecer a las INDHs y a las Redes Regionales miembros de GANHRI. El proyecto cuenta con dos objetivos generales, el primero enfocado en el fortalecimiento de capacidades de las INDH, y el segundo orientado al fortalecimiento de las Redes Regionales para mejorar su interacción con los mecanismos de derechos humanos a nivel regional y mundial.

El objetivo específico 3: “todas las redes regionales de las INDH y el CIC (*actualmente GANHRI*) ganan reconocimiento como actores internacionales de derechos humanos y ejercen como redes regionales/mundiales de INDH reconocidas”, contempla, entre otras actividades, proporcionar asistencia para el desarrollo organizacional de las redes regionales de modo que se aborden las debilidades y necesidades de las secretarías técnicas regionales, con la finalidad de lograr sostenibilidad y mayor impacto al interior de las redes, en GANHRI y en su relacionamiento con el sistema regional e internacional de derechos humanos.

En el marco de este proyecto, el Comité de Coordinación de la Red de INDH del continente americano presenta la actual propuesta, cuyo objetivo general es contribuir al fortalecimiento institucional de la Red y de sus instituciones miembros, mediante la generación, en una primera fase, de un estudio de viabilidad sobre la creación y funcionamiento de una Secretaría Permanente o figura similar, en tanto que instancia dotada de personería jurídica y capacidades técnicas suficientes que permitan brindar a la región el debido seguimiento de actividades comunes, desarrollo e implementación de proyectos, generación de recursos y conocimiento, captación de fondos externos, asesoramiento en temas de acreditación y re-acreditación ante GANHRI, entre otras funciones.

En una segunda fase, y en función de los resultados del estudio y acuerdo de la Asamblea de la Red, el objetivo será implementar la legalización de la Red, la creación de la Secretaría Permanente o figura similar, el desarrollo de un plan estratégico y plan de trabajo para el año 2018-2019.

² Estatutos Red de Instituciones Nacionales para la Promoción y Protección de los Derechos Humanos del Continente Americano. Artículo 2. Objetivos

2. JUSTIFICACIÓN

Las redes regionales de GANHRI son órganos creados en función de la división regional en GANHRI para asegurar una representación adecuada y equilibrada; es así que existen cuatro redes regionales:

- Europa: Red Europea de Instituciones Nacionales de Derechos Humanos (ENNHRI)
- Asia – Pacífico: Foro de Instituciones Nacionales de Derechos Humanos de la Región Asia Pacífico (APF)
- África: Red de Instituciones Nacionales Africanas de Derechos Humanos (NANHRI)
- América: Red de Instituciones Nacionales de Derechos Humanos del Continente Americano (RINDHCA)

De acuerdo a los Estatutos de GANHRI cada una de las redes define su propia estructura y procedimientos, sin embargo cada Red deberá elegir cuatro miembros, acreditados con calificación “A”, para representar a la Red en el Buró de GANHRI. La Red del Continente Americano está representada por las INDH de México, Costa Rica, Ecuador y Chile; las cuales conforman el Comité de Coordinación para el período 2017 – 2019.

Las redes regionales desempeñan un papel fundamental para apoyar la estructura y funciones de GANHRI, y contribuir al objetivo general que es fortalecer las instituciones nacionales en todas las regiones. Su función principal es fomentar la participación entre los miembros para el intercambio de conocimientos y experiencias, y propiciar la colaboración en temas interregionales. Además, la red proporciona una plataforma en la que las INDH pueden utilizar su voz e influencia colectivas para tener un impacto en los organismos e instituciones regionales e internacionales de derechos humanos. Otro objetivo de la red es asegurar la comunicación entre GANHRI y las instituciones miembros, y facilitar la participación de las instituciones en la toma de decisiones de modo que se garantice la atención a las necesidades y prioridades de la región.

Este trabajo le corresponde a la Secretaría, la misma que, para el caso de la Red de INDHs del Continente Americano, conforme a sus Estatutos, "podrá realizar todas aquellas acciones necesarias para el cumplimiento de los objetivos de la Red, tales como: difundir información, organizar misiones técnicas, cursos de capacitación y acciones académica; desarrollar proyectos y propuestas procurando fuente de financiamiento para los mismos; promover y organizar el intercambio de expertos entre Instituciones Nacionales; coordinar asistencia técnica de la Red a quienes lo soliciten para establecer o fortalecer a las Instituciones Nacionales y promover el trabajo en Red".³

³ Estatutos Red de Instituciones Nacionales para la Promoción y Protección de los Derechos Humanos del Continente Americano, Artículo 9. La Secretaría General.

El adecuado funcionamiento de las redes regionales depende de varios elementos, entre ellos, el compromiso y participación de los miembros, además de una estructura sólida y sostenible que incluya órganos de carácter político, quienes definen el direccionamiento de la Red, y de carácter técnico, encargados de la operacionalización de ese direccionamiento.

La Red de INDH del continente americano actualmente está estructurada por la Asamblea General, el Comité de Coordinación y la Secretaría General. Esta última es elegida de entre una de las cuatro instituciones que conforman el Comité de Coordinación. Para este período, 2017 – 2019, la Defensoría del Pueblo de Ecuador ejerce la Secretaría General. Esto significa que la Secretaría es rotativa y el potencial de su accionar dependerá de la capacidad institucional en cuanto a recursos humanos, técnicos e incluso económicos.

Esta debilidad fue reconocida por la Oficina del Alto Comisionado para los Derechos Humanos de Naciones Unidas (OACDH) en un documento realizado en el año 2009 como propuesta a las Redes de Europa y de América de establecer un Secretariado Permanente, en el cual se expone brevemente la experiencia de las Redes de África y Asia Pacífico a partir de su constitución legal y creación del secretariado permanente. La OACDH concluye que “A largo plazo, el establecimiento de un Secretariado Permanente en la Red de INDH del Continente Americano permitiría el fortalecimiento de las instituciones nacionales de derechos humanos tanto a nivel nacional como regional e internacional.”.⁴

Actualmente, las redes regionales de Europa, África y Asia Pacífico están legalmente constituidas y cuentan con un secretariado permanente responsable de la gestión diaria de la red.

En la primera reunión del Comité de Coordinación de la Red, llevada a cabo el 6 y 7 de julio en Quito, en lo pertinente, se acordó⁵:

- i. Creación de una Secretaría Permanente para la Red de Instituciones Nacionales de Derechos Humanos del Continente Americano

En tal sentido, la Secretaría General de la Red lleva adelante las acciones pertinentes para el cumplimiento de este acuerdo.

⁴ OACDH, Información Secretariado Permanente. Pág. 6

⁵ Acta de Reunión del Comité de Coordinación, Quito, 6 y 7 de julio de 2017.

3. OBJETIVO GENERAL

Analizar la viabilidad de establecer e implementar un órgano técnico permanente en la Red de INDHs del Continente Americano responsable de la ejecución diaria de las actividades propias de la Red, a través de la elaboración de documentos técnicos y del levantamiento de información proporcionada por las INDHs miembros.

3.1 OBJETIVOS ESPECÍFICOS

1. Argumentar y justificar técnicamente la necesidad de constituir legalmente a la Red de INDHs del Continente Americano, y de establecer un órgano técnico permanente.
2. Identificar las opciones más viables para la constitución legal de la Red de INDHs del Continente Americano, y el establecimiento y funcionamiento de un órgano técnico permanente, a partir de la información proporcionada por las propias instituciones y del levantamiento de información complementaria.
3. Proponer la reforma a los Estatutos de la Red de INDHs del Continente Americano de modo que se optimice el funcionamiento de la Red y se refleje los cambios propuestos para su fortalecimiento.

4. PRODUCTOS

Para el cumplimiento de los objetivos el/la Consultor/a elaborará los siguientes productos:

1. Documento de justificación de la constitución legal de la Red de INDHs del Continente Americano, para ser presentado durante la Asamblea General de la Red (febrero 2018).
2. Propuesta de enmienda al Estatuto de la Red para ser presentado durante la Asamblea General de la Red (febrero 2018).
3. Cuestionario para levantar información sobre la personalidad jurídica de la Red: Diseño del cuestionario, seguimiento a las respuestas de las INDHs.
4. Documento de análisis de la viabilidad para crear la Secretaría Permanente y definición de la posible sede, en relación a los criterios definidos por el Comité de Coordinación y las directrices de la Secretaría General, a partir de las respuestas de las INDHs al cuestionario enviado previamente. El análisis debe considerar todos los países del continente americano como posible sede, y debe recomendar al menos tres opciones más adecuadas, considerando también como posibilidad el país sede de GANHRI.
5. Documento de funciones y responsabilidades de la Secretaría Permanente.
6. Propuesta de Acuerdo de constitución de la Red de INDHs del Continente Americano, para ser suscrito por las autoridades de las instituciones miembros en la Asamblea General de la Red (febrero 2018).

Nota: Estos productos deberán entregarse en versión final, recogiendo las observaciones de las autoridades de las instituciones miembros durante la Asamblea de la Red.

Los documentos se entregarán en inglés y español.

5. PLAZO Y DURACIÓN DEL CONTRATO

La consultoría tendrá una duración de cuatro meses, desde el 01 de diciembre de 2017 hasta el 30 de marzo de 2018. Parcialmente, las actividades se desarrollarán en las instalaciones de la Defensoría del Pueblo de Ecuador, como Secretaría General, cuando así se requiera y previa coordinación con la Directora Nacional de Cooperación y Relaciones Internacionales de esta Defensoría.

Productos	2017	2018		
	Dic.	Ene.	Feb.	Mar.
1. Documento de justificación de la constitución legal de la Red				
2. Propuesta de enmienda al Estatuto de la Red				
3. Cuestionario para levantar información sobre la personalidad jurídica de la Red				
4. Documento de análisis de la viabilidad para crear la Secretaría Permanente y definición de la posible sede				
5. Documento de funciones y responsabilidades de la Secretaría Permanente				
6. Propuesta de Acuerdo de constitución de la Red de INDHs del Continente Americano				

CRONOGRAMA

Fecha de referencia para entrega de los productos⁶:

1. Documento de justificación de la constitución legal de la Red de INDHs del Continente Americano, para ser presentado durante la Asamblea General de la Red.	12 enero 2018
2. Propuesta de enmienda al Estatuto de la Red para ser presentado durante la Asamblea General de la Red 2017	5 febrero 2018
3. Cuestionario para levantar información sobre la personalidad jurídica de la Red.	15 enero 2018

⁶ Las fechas exactas serán definidas por la Secretaría General de la Red, conforme a las necesidades de la Red y a la ejecución de la Asamblea General de la Red prevista para inicios del año 2018.

- Diseño cuestionario - Respuestas de INDHs	10 dic. 2017 15 enero 2018
4. Documento de análisis de la viabilidad para crear la Secretaría Permanente y definición de la posible sede,	9 de febrero 2018
5. Documento de funciones y responsabilidades de la Secretaría Permanente	21 marzo 2018
6. Propuesta de Acuerdo de constitución de la Red de INDHs del Continente Americano, para ser suscrito por las autoridades.	09 de febrero 2018

6. HONORARIOS Y FORMA DE PAGO

El presupuesto de esta contratación está entre 18.000 a 24.000 euros correspondiente a honorarios, más 3.000 euros correspondientes a gastos de viaje⁷.

El pago se realizará de la siguiente forma:

30% como anticipo, a la firma del contrato

40% con la entrega y aprobación de los productos No. 1, No.2, No. 3 y No. 4

30% con la entrega y aprobación los productos finales, en inglés y español

7. PERFIL

El consultor/a requerido para deberá cumplir con el siguiente perfil:

- Profesional en ciencias sociales, administrativas o jurídicas. Se valorará formación específica en Derechos Humanos.
- Experiencia mínima de 7 años brindando asesoría en el fortalecimiento/relacionamiento institucional con alcance internacional o regional, o en la conformación y fortalecimiento de redes o grupos temáticos a nivel internacional o regional, específicamente enfocado en Instituciones de Derechos Humanos, sistema internacional de derechos humanos, sistema interamericano de derechos humanos, o instituciones afines.
- Habilidad en análisis de escenarios, prospección, diseño de redes etc.
- Fluidez del idioma español y conocimientos óptimos de inglés.

8. EVALUACIÓN Y SUPERVISIÓN

⁷ Valor estimado considerando un viaje a Ginebra para participar en la Asamblea General de la Red. La forma de pago se definirá previamente con el Instituto Danés de Derechos Humanos (pago directo, pago contra factura, pago como viáticos, etc.)

El consultor/a trabajará en coordinación directa con la Secretaría General (Directora Nacional de Cooperación y Relaciones Internacionales de la Defensoría del Pueblo de Ecuador), quien será el vínculo con el Comité de Coordinación de la Red. La revisión y aprobación de los productos de la consultoría, estarán a cargo del Comité de Coordinación. La Secretaría General informará la conformidad con los productos al Instituto Danés de Derechos Humanos para gestionar el pago respectivo.

Proj. no: []

**CONSULTANCY AGREEMENT ON
SUPPORT TO ORGANISATIONAL DEVELOPMENT – THE
NETWORK SECRETARIAT FOR THE REGIONAL NETWORK OF
NATIONAL HUMAN RIGHTS INSTITUTIONS IN THE AMERICAS**

This Agreement is made _____ 20__ between:

The Danish Institute for Human Rights (DIHR),
Wilders Plads 8K, DK-1403 Copenhagen K, Denmark,
Duly represented by [name, title],
Fax no. + 45 3269 8800, email iasecretariat@Humanrights.dk;

and

[Name] (Consultant),
[address],
Duly represented by [name, title] *[delete if Consultant is a physical person]*,
Fax no. [], email [];

WHEREAS

- Consultant *[insert, “a duly registered entity established under the laws of [country]”, if Consultant a legal rather than a physical person]* works within the field of *[insert a few words on the part of the Consultant’s expertise/experience that is relevant of the Agreement]*;
- DIHR, Denmark’s National Human Rights Institution, is in need of assistance with respect to *[insert a few word about the assignment of the Consultant]* and have assessed that Consultant has the knowledge, skills and experience necessary to carry out such assignment;
- Consultant is willing to carry out such assignment;

NOW THEREFORE, the Parties agree as follows:

INTRODUCTION

DIHR manages an EU funded project (grant) that aims, inter alia, to support the Network of National Human Rights Institutions in the Americas. The network has not yet established a permanent secretariat and the operations of the secretariat are therefore carried out by an elected NHRI based on rotation. Therefore, the quality of the operations of the secretariat will depend on the technical, financial and human resources of the NHRI acting as secretariat at a given time.

In the first meeting of the Committee of Coordination of the network, carried out on the 6th and 7th of July 2017 in Quito, it was decided to establish a permanent secretariat for the Network of National Human Rights Institutions in the Americas.

The general objective of the tender is therefore to analyse the opportunities and viability of establishing a permanent secretariat for the Network of National Human Rights Institutions in the Americas to be in charge of carrying out the daily activities of the network.

Specific objectives:

1. Elaborate a technical justification for the necessity of legally establishing the Network of National Human Rights Institutions in the Americas and with it: a permanent technical organ.
2. Identify the most viable options for the legal establishment of the Network of National Human Rights Institutions in the Americas and the establishment and functioning of the permanent technical organ, according to information provided by the NHRIs and through acquirement of additional information.
3. Propose a reform of the Statute of the Network of National Human Rights Institutions in the Americas in order to optimize the functioning of the network and reflect the proposed changes for its strengthening.

1. DEFINITIONS

- 1.1. Agreement: This agreement with all annexes and amendments.
- 1.2. Assignment: The activities to be carried out by Consultant as set out in Article 2.
- 1.3. Assignment Completion Statement: The statement defined in Article 7.2.

- 1.4. Assignment Period: The period defined in Article 9.
- 1.5. Budget: The budget for the Project as stated in Annex A.
- 1.6. Consultant: *[full name of Consultant]*.
- 1.7. Contact Person: Persons mandated to oversee implementation and receive written notices, cf. Article 15.
- 1.8. DIHR: The Danish Institute for Human Rights.
- 1.9. Fee: The fee to Consultant for the assignment, and part of the Budget
- 1.10. Force Majeure: Events defined in Article 13.
- 1.11. Party/Parties: Either of DIHR and Consultant or both of DIHR and Consultant as applicable.
- 1.12. Payment Request: Payment request defined in Article 6.1.
- 1.13. Project: "Support to organisational development – the Network of National Human Rights Institutions in the Americas"

2. SUBJECT OF THE AGREEMENT

- 2.1. Consultant is assigned to assist in implementing the Project "Support to organisational development – the Network of National Human Rights Institutions in the Americas" in accordance with this agreement.
- 2.2. Consultant has prior to the signing of this Agreement formulated a proposal for the implementation of the Project (annex A), and has described its methodology for implementing the Assignment (annex B). It is the obligation of Consultant to ensure that the application of the proposed methodology by Consultant (annex B) leads to the fulfilment of the objectives of the Project and to propose any necessary revisions to the methodology
- 2.3. Consultant shall implement the Assignment on the terms set out in the Agreement. Consultant shall immediately and in writing contact DIHR in case Consultant is uncertain about the scope of the Assignment.
- 2.4. In case Consultant is required to submit written material, including reports, publications etc., Consultant must ensure that the material is edited and proof read prior to the delivery to DIHR.

3. TERM

- 3.1. The Agreement shall commence on the date of the signing of the contract and shall continue until DIHR has accepted an assignment completion report (the Assignment Period), unless earlier terminated in accordance with Article 9.

4. PAYMENT

- 4.1. The maximum total amount payable by DIHR for the Assignment to the Consultants is EUR 24.000 for consultancy fees and EUR 3.000 for travel expenditures.
- 4.2. The contractually relevant amount are the amounts set out in Euro (EUR); amounts set out in other currencies, if any, are for information purposes only.
- 4.3. DIHR will take all steps necessary to effect payments within two (2) weeks after approval of a Payment Request, cf. Articles 6.1 and 6.2. Payment will then pass through the payment system of the Danish state before being settled through the bank system. DIHR is entitled to withhold payments if Consultant is behind schedule with respect to delivery on the Assignment.
- 4.4. Payment will be transferred to Consultant utilising the following bank account:

Name of bank:

Name and number,

if applicable, of branch:

Address of bank:

Account number:

SWIFT code of bank:

Name of account holder: *[Full name of Consultant]*

[If Consultant physical person:

Date of birth: *[Date of birth of Consultant]*

Private address: *[Private address of Consultant]]*

[If Consultant legal person:

Contact person and

contact details: *[**]]*

5. MANAGEMENT OF PAYMENTS

- 5.1. To the extent part of the payment is meant to reimburse specific costs, Consultant will keep signed and identifiable receipts of all such costs. All invoices, receipts and other documentation shall be kept for no less than five years following the formal end date of the project.

- 5.2. Payments, shall be done, when applicable, in accordance with the provisions and principles set out in General Guidelines for Accounting, Documentation, Auditing and Reporting for DIHR Assignment Partners, enclosed as Annex B.
- 5.3. The first disbursement, equal to 50% of the total fee, will be transferred upon contract signing.
- 5.4. The second disbursement (30% of the total fee) will be transferred upon DIHR has accepted the mid-term reporting (section 6.1 and 7.1).
- 5.5. The Final payment (20% of the total fee) will be transferred after completing the assignment and the associated report (section 6.2 and 7.2)

6. FINANCIAL REPORTING

- 6.1. As part of each request for payment (a Payment Request), Consultant will forward to DIHR a financial statement setting out the calculation of the amount requested, specified as to time spent, costs incurred etc. and with receipts for all costs to be reimbursed. Within three (3) weeks of receiving such Payment Request, DIHR will either approve or reject it.
- 6.2. Within one month of the finalisation of the complete Assignment, Consultant will forward to DIHR a final Payment Request with financial statement, similar to the one set out in Article 6.1 but for the entire Assignment Period. Within one (1) month of receiving the final Payment Request, DIHR will either approve or reject it.
- 6.3. If required by DIHR, Consultant shall admit access to its premises and bookkeeping by the Danish Auditor General or any other person so designated by DIHR, without undue delay.
- 6.4. Unless specifically waived by DIHR in writing, all financial reports shall be in English.

7. NARRATIVE REPORTING AND INFORMATION

- 7.1. Together with the second Payment Requests, set out in Article 5.4, Consultant will forward to DIHR a mid-term report containing a brief information as to the activities carried out during the period in question relative to the completion of the Assignment, including updates on final deliverables and milestones.

Consultant will use such format as supplied by DIHR, if any.

- 7.2. Consultant will forward the Assignment Completion Statement,

consisting of a confirmation that the Assignment has been completed and brief information of the activities carried out during the Assignment Period, together with and as part of the final Payment Request set out in Article 5.5. and 6.2.

- 7.3. Unless specifically waived by DIHR in writing, all narrative statements shall be in English.
- 7.4. In addition to the formal recurrent reporting set out under Articles 7.1 - 7.3, Consultant will at its own initiative and without undue delay inform DIHR about events and developments that have or are likely to have a material bearing on the implementation and progress of the Assignment. Similarly, Consultant will, without undue delay, answer any questions from DIHR related to the implementation and progress of activities to DIHR and provide DIHR with information required.
- 7.5. Consultant will admit access to its premises and assist DIHR personnel or any other person designated by DIHR to carry out inspections, provided DIHR gives a notice of at least five (5) working days and indicates the reason for the inspection.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1. Any and all intellectual property developed as part of the Assignment shall be the exclusive property of DIHR. For the avoidance of doubt, Consultant shall be free to use the knowhow obtained by carrying out the Assignment, unless it is obvious that such use will be detrimental to the interest of DIHR.

9. TERMINATION

- 9.1. The Agreement may be terminated by either Party with three (3) months' written notice to the end of a month.
- 9.2. Upon a material breach of the Agreement by a Party, the other Party may provide a written notice to the Party in breach describing the breach and stating its intention to terminate the Agreement if the breach is not remedied within fourteen (14) days of receipt of the notice, cf., however, Article 9.3. If the breaching Party has not remedied the breach within the notice period and has give reliable assurances that the situation will not recur, the non-breaching Party is entitled to terminate the Agreement with immediate effect. Material breach includes but it not limited to:
 - 9.2.1. inability to pay its debts as and when they fall due;
 - 9.2.2. liquidation or bankruptcy;

- 9.2.3. failure to maintain a lawful registration with local and/or national authorities;
 - 9.2.4. being closed down as an independent organisation or institution; and
 - 9.2.5. failure to ensure at any time its independency of ethnic or political affiliations, parties, movements or fractions.
- 9.3. Instead of terminating the Agreement in case of material breach as set out in Article 9.2, the Party not in breach is entitled to suspend its fulfilment of its obligations under the Agreement until the material breach is remedied.
- 9.4. In cases of wilful material breach of Agreement or in cases of corruption or other prohibited practices, cf. Article 9, the Party not in breach is entitled to terminate the contract with immediate effect.
- 9.5. In the event of termination Consultant shall immediately return all unspent funds to DIHR.
- 9.6. If termination is due to termination by Consultant under Article 9.1 or to material breach of the Agreement by Consultant, cf. Article 9.2, Consultant shall reimburse DIHR all payments received under the Agreement and shall not be entitled to any further payments. DIHR may fully or partially wave its right to reimbursement with respect to funds for which the Consultant has already delivered results that are part of the Assignment and that are of use to DIHR by themselves.
- 9.7. If termination is due to termination by DIHR under Article 9.1 or to material breach of the Agreement by DIHR, cf. Article 9.2, Consultant shall be entitled to full payment for all work carried out by Consultant at the time of termination in correspondence with the Project proposal (annex A).
- 9.8. The obligations of the Parties under Article 12 shall remain in effect for a period of five (5) years following termination of the Agreement, unless otherwise agreed in writing.
- 9.9. In the event the conclusion of the agreement is contested at the Danish Public Contracts Appeals Board or the ordinary courts of law, where DIHR is ordered to cancel the decision of awarding the agreement to the consultant and/or the agreement is declared ineffective, DIHR is entitled to terminate the agreement partly or in its entirety by giving a 30-days written notice to the end of a month.

Any further conditions given by the Danish Public Contracts

Appeals Board or the ordinary courts of law can also be imposed on Consultant.

Consultant is not entitled to any damages or other compensation, and no further claims can be laid on DIHR – neither due to the consultant's direct or indirect losses, in case DIHR is required, at any point, to terminate the agreement entirely or partly.

10. HUMAN RIGHTS BASED APPROACH

- 10.1. Consultant will take all steps necessary to ensure that it implements the Assignment in a way that adheres to good human rights practices as set out in generally accepted United Nations and regionally applicable instruments.
- 10.2. DIHR will assist Consultant to adhere to the provisions set out in Article 10.1.

11. TERROR, CORRUPTION AND OTHER PROHIBITED PRACTICES

- 11.1. Consultant confirms that it does not figure on any of the lists of terror organisations maintained by the United Nations or the European Union; that it will ensure that no benefits flow from the Agreement to physical and legal persons on such lists; and that it will keep abreast of changes so such lists. Consultant will immediately inform DIHR if Consultant becomes aware that its staff or partners figure on any such lists. The Anti-Terror Policy of DIHR is enclosed as Annex C; Consultant will adhere to this policy to the extent it is applicable to DIHR partners and will inform DIHR about occurred and suspected breaches without undue delay.
- 11.2. No offer, gift or payment, consideration or benefit of any kind, which constitutes an illegal or corrupt practice, has or will be made to anyone, either directly or indirectly, as an inducement or reward for the award or execution of the Agreement. The Anti-Corruption Policy of DIHR is enclosed as Annex D; Consultant will adhere to this policy to the extent it is applicable to DIHR partners and will inform DIHR about occurred and suspected breaches without undue delay.
- 11.3. Any violation of the provisions set out in this Article 11 will be considered a material breach of the Agreement, cf. Article 9, and in addition give rise to any other corrective action as appropriate, including civil or criminal action.

12. CONFIDENTIALITY

- 12.1. Consultant will keep confidential any information that it comes into possession due to its implementation of this Assignment, unless legally obliged to disclose such information. Before disclosing confidential information, Consultant shall consult with DIHR.

13. FORCE MAJEURE

- 13.1. A Party shall have no obligation to comply fully or partially with its obligations under the Agreement if the Party can substantiate that such non-compliance is a result of extraordinary forces arising after the execution of the Agreement which the Party neither could have foreseen nor can prevent by reasonable measures (Force Majeure).
- 13.2. Upon occurrence of Force Majeure, the obligations under the Agreement shall be temporarily postponed until the cessation of the Force Majeure. If the Force Majeure continues for a period of three (3) months, either party shall have the right to terminate this Agreement in accordance with Article 9.1 with the notice period reduced to one (1) month.
- 13.3. Force Majeure shall include, but not be limited to, war, insurrection, earthquake, flood, fire and similar extraordinary occurrences beyond the Party's reasonable control.

14. CHOICE OF LAW AND LEGAL VENUE

- 14.1. The Agreement, as well as any agreement associated with or resulting from it, is governed by the laws of Denmark, excluding the Danish rules as to conflicts of law.
- 14.2. Any dispute arising out of or in connection with the Agreement, as well as any agreement associated with or resulting from it, including any disputes regarding the existence, validity or termination thereof, shall be settled by arbitration administered by the Danish Institute of Arbitration in accordance with the rules of simplified arbitration procedure adopted by the Danish Institute of Arbitration and in force at the time when such proceedings are commenced.
- 14.3. The place of arbitration shall be Copenhagen. The language of the arbitration shall be English. Decisions of the Arbitration Tribunal shall be binding and definitive.

15. LEGAL NOTICES

15.1. The Parties have mandated the following staff members (the Contact Persons) to oversee implementation of the Agreement:

15.1.1. For DIHR:

Name: []

Email: []

15.1.2. For Consultant:

Name: []

Email: []

15.2. All notices required under the Agreement to be made in writing shall be personally served, sent by registered mail or sent by e-mail to the respective Contact Persons.

15.3. Unless the recipient provided proof that delivery took place at a later date, the notices shall be deemed to have been given as follows: if personally served, when served; if by registered mail, one week following the date of the receipt from the postal authorities; if by email, the first ordinary working day after transmission of the email.

15.4. The Parties shall promptly inform one another by notice of any change in their name, address, other contact details and Contact Persons.

16. GENERAL PROVISIONS

16.1. Unless otherwise agree in the ToR, it is the exclusive responsibility of Consultant to pay all taxes accrued on the payment received from DIHR.

16.2. The Agreement shall not be assignable by either Party without the prior written consent of the other Party.

16.3. Consultant shall not make use of any sub-contractors or sub-supplier, except from those included in the tender (annex G), unless accepted in writing by DIHR. Under this agreement, the consultant is liable for all and any sub-contractors and/or partners in the same way and to the same extent as it is liable for its own activities. Disputes, etc. that arise between Consultant and sub-contractors and/or partners are of no concern of DIHR. The Agreement does not give sub-contractors and/or partners of Consultant any right to submit claims for damages or compensation of any kind against DIHR

- 16.4. Consultant cannot remove or replace an assigned expert to the project without the prior written notice to DIHR. If, an expert is replaced, Consultant must submit the name and cv of the proposed new expert to DIHR for approval at least 4 weeks before the proposed new expert is required to start. DIHR must within one week from the receipt of the proposal accept or reject the new expert in writing. The proposed expert cannot start without the written approval from DIHR. If rejected, Consultant must submit the name and cv of another proposed expert. DIHR may request Consultant to remove or replace an expert, if DIHR has shown that there are substantial grounds for such removal or replacement. The removal or replacement of experts shall not have any bearing upon the implementation of the assignment. Consultant shall cover any costs related to the removal or replacement of experts.
- 16.5. The Agreement, along with the Annexes, contains the entire agreement between the Parties with respect to the issues contemplated herein, and supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein. The Agreement shall not be amended, altered or modified, except by an instrument in writing duly executed by the parties.
- 16.6. If any or more provisions of the Agreement shall be invalid or unenforceable in any respect under any applicable law, the validity, legality and enforceability of the remainder of the Agreement shall not be affected or impaired; in such event the Parties shall use their reasonable best efforts to achieve the purpose of the invalid or unenforceable provision by a new legally valid stipulation.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed in two identical copies, one for each Party, on their behalf as of the date and year first above written.

For and on behalf of the
Danish Institute for Human Rights

Name:
Title:

For and on behalf of the [Full name of
Consultant NB: "For and on behalf of the" is
not relevant if Consultant is a physical person –
neither is "Name:" and "Title:".]

Name:
Title:

List of annexes:

Annex A: Consultant's proposal for implementation of the project and methodology

Annex B: General guidelines for accounting; procurement; documentation and reporting for DIHR partners

Annex C: Anti-terror policy

Annex D: Anti-corruption policy

Annex E: The tender condition notice

Annex F: Consultant's tender

ANNEX 4 - DECLARATION ON EXCLUSION

To be completed by the tenderer, all members of a consortium or a joint tender

The undersigned _____ representing:

insert name of the signatory of this form

<i>(only for natural persons)</i> himself or herself (hereafter “the person”)	<i>(only for legal persons)</i> the following legal person (hereafter “the person”) :
ID or passport number:	Full official name:
	Official legal form:
	Statutory registration number/business registration number (CVR):
	Full official address:
	VAT registration number:

declares the following:

A. EXCLUSION

- Has the person itself or any natural person, who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein, been the subject of a conviction by final judgment for participation in a criminal organization as defined in Article 2 of the Council of the European Union Framework Decision 2008/841/JHA, by a conviction rendered at the most four years ago or in which an exclusion period set out directly in the conviction continues to be applicable

Please state:

Yes _____

No _____

Date of conviction _____

- Has the person itself or any natural person, who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein, been the subject of a conviction by final judgment for corruption, by a conviction rendered at the most four years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

Corruption covers the definition in Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of EU Member States, drawn up by the Council Act of 26 May 1997, and in Article 2(1) of Council of the European Union Framework Decision 2003/568/JHA, as well as corruption as defined in the legal provisions of the country where the contracting authority is located, the country in which the person is established or the country of the performance of the contract.

Please state:

Yes_____

No_____

Date of conviction_____

3. Has the person itself or any natural person, who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein, been the subject of a conviction by final judgment for fraud within the meaning of Article 1 of the Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995, by a conviction rendered at the most four years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

Please state:

Yes_____

No_____

Date of conviction_____

4. Has the person itself or any natural person, who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein, been the subject of a conviction by final judgment for terrorist offences or offences linked to terrorist activities, by a conviction rendered at the most four years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

For the definition, see articles 1 and 3 of the Council of the European Union Framework Decision of 13 June 2002 on combating terrorism (OJ L 164, 22.6.2002, p. 3). This exclusion ground also includes inciting or aiding or abetting or attempting to commit an offence, as referred to in Article 4 of that Framework Decision.

Please state:

Yes_____

No_____

Date of conviction_____

5. Has the person itself or any natural person, who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein, been the subject of a

conviction by final judgment for money laundering or terrorist financing, by a conviction rendered at the most four years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

For the definition, see article 1 of Directive 2005/60/EC of the European Parliament and of the Council of the European Union of 26 October 2005 on the prevention of the use of the financial system for the purpose of money laundering and terrorist financing (OJ L 309, 25.11.2005, p. 15).

Please state:

Yes_____

No_____

Date of conviction_____

6. Has the person itself or any natural person, who is a member of its administrative, management or supervisory body or has powers of representation, decision or control therein, been the subject of a conviction by final judgment for child labour and other forms of trafficking in human beings, by a conviction rendered at the most four years ago or in which an exclusion period set out directly in the conviction continues to be applicable?

For definition see article 2 of Directive 2011/36/EU of the European Parliament and of the Council of the European Union of 5 April 2011 on preventing and combating trafficking in human beings and protecting its victims, and replacing Council Framework Decision 2002/629/JHA (OJ L 101, 15.4.2011, p. 1).

Please state:

Yes_____

No_____

Date of conviction_____

7. The person has unpaid, outstanding debt to public authorities in connection with taxes or social security contributions in the country in which the person was established of or exceeding DKK 100,000 at the time of submitting the tender

Please state:

Yes_____

No_____

8. Has the person, to its knowledge, failed to meet applicable obligations within the fields of environmental, social and labour law established by European Union law, national law, collective agreements or by the international environmental, social and labour law provisions listed in Annex X of Directive 2014/24/EU.

Please state:

Yes_____

No_____

9. It has been established by a final judgement or a final administrative decision, that the person is guilty of grave professional misconduct, within the last two years, by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including, in particular, any of the following:

- i) fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of selection criteria or in the performance of a contract;

Please state:

Yes_____

No_____

Date of final judgment or decision_____

- ii) entering into agreement with other persons with the aim of distorting competition;

Please state:

Yes_____

No_____

Date of final judgment or decision_____

- iii) violating intellectual property rights;

Please state:

Yes_____

No_____

Date of final judgment or decision_____

- iv) attempting to influence the decision-making process of the contracting authority during the award procedure

Please state:

Yes_____

No_____

Date of final judgment or decision_____

10. The person is bankrupt, subject to insolvency or winding up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended or it is in any analogous situation arising from a similar procedure provided for under national legislation or regulations?

Please state:

Yes_____

No_____

11. It has been established by a final judgement or a final administrative decision that the person, within the last two years, is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the law of the country in which it is established, with those of the country in which the contracting authority is located or those of the country of the performance of the contract?

Please state:

Yes_____

No_____

Remedial measures

If the person declares one of the situations of exclusion listed above, it must indicate measures it has taken to remedy the exclusion situation, thus demonstrating its reliability. This may include e.g. technical, organisational and personnel measures to prevent further occurrence, compensation of damage or payment of fines. The relevant documentary evidence which illustrates the remedial measures taken must be provided in annex to this declaration.

Date

Signature