

ORGANISATION FOR ECONOMIC CO- OPERATION AND DEVELOPMENT (OECD) MARKET CONSULTATION

“EXTERNAL CONSULTANT TO SUPPORT THE DEVELOPMENT OF GUIDELINES FOR
SUSTAINABLE URBAN MOBILITY PLANS”

The deadline date for the receipt of offers has been extended to 10 February 2023 (3:00 pm Paris time).

Preamble

The OECD brings together the governments of [countries committed to democracy and the market economy](#) from around the world to:

- Support sustainable economic growth
- Boost employment
- Raise living standards
- Maintain financial stability
- Assist other countries' economic development
- Contribute to growth in world trade

The OECD also shares expertise and exchanges views with more than **100 other countries and economies**, from [Brazil](#), [China](#), and [India](#) to the least developed countries in Africa.

Fast facts

Established: 1961

Location: Paris, France

Membership: 38

Budget: EUR 421 million (2020)

Secretariat staff: 3300

Secretary-General: [Mathias Cormann](#)

Publications: 250 new titles/year

Official languages: English/French

Monitoring, Analysing and Forecasting

For over 60 years, the Organisation for Economic Co-operation and Development (OECD, hereinafter referred to as “OECD” or “Organisation”) has provided statistical, economic and social data comparable with the most important and most reliable in the world. In addition to its collection of data, the OECD monitors trends, analysis, and forecasts economic developments. The Organisation studies changes and developments in trade, environment, agriculture, technology, taxation and more.

The Organisation provides a setting where governments can compare their experiences in developing public policies, seek answers to common problems, identify good practices and coordinate both domestic and international policies.

Enlargement and Key Partners

The Organisation has open accession discussions with Brazil, Bulgaria, Croatia, Peru and Romania, and is also reinforcing its engagement with its Key Partners – China, India, Indonesia and South Africa.

Publishing

The OECD is one of the world's largest publishers in the fields of economics and public policy. [OECD publications](#) are a prime vehicle for disseminating the Organisation's intellectual output, both on paper and online.

Publications are available through the OECD Network Environment ([O.N.E](#)) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library for individuals who wish to browse titles free-of-charge and also to purchase publications.

Instructions to tenderers

1. - PURPOSE AND OBJECT OF THE MARKET CONSULTATION

The OECD is launching this Market Consultation with the objective of recruitment an external consultant to support the International Transport Forum (ITF) team as part of an EU-funded project on the development of Sustainable Urban Mobility Plans (SUMP) in Greece.

2. TERMS AND CONDITIONS OF MARKET CONSULTATION

2.1. Composition of the Market Consultation

The documentation relating to the Market Consultation includes the following parts: Instructions to Tenderers;

- a) Terms of Reference;
- b) Letter of application;
- c) Market Consultation Declaration;
- d) Minimum General Conditions for OECD Contracts;
- e) Financial proposal template.

2.2. Tenders

All Tenders will be treated as binding for the Tenderer and the Tenderer shall consequently issue in response to this Market Consultation a Letter of Application and a Declaration dated and signed, in accordance with Article 3.2 below.

2.3. Duration of Tender validity

Tenders shall remain valid for one hundred and eighty (180) calendar days, as from the deadline for receipt of Tenders.

2.4. Additional information

Should any problems of interpretation arise in the course of drawing up the Tender documents, Tenderers may submit their questions to marion.lagadic@itf-oecd.org no later than three (3) calendar days before the deadline for the receipt of Tenders. All Tenderers will be informed of the answers given to such questions via the *Response to Questions* document available at: <https://www.itf-oecd.org/repository/ga-external-consultant-support-development-guidelines-sustainable-urban-mobility-plans>

2.5. Communication

All communication relating to this Market Consultation shall be done directly to the email address outlined in 2.4. To ensure fairness and transparency, **the Organisation reserves the right to reject any Tender documents where the Tenderer has had direct contact with other OECD personnel.**

2.6. Acceptance and rejection of Tenders

There is no obligation on the part of the Organisation to accept any Tender or part thereof that is received in response to the Market Consultation, as further specified in 3.1.

The OECD reserves the right at its sole discretion and without indemnity or justification:

- a) To accept Tenders that may present any technical, formal or other defect that it considers non-substantial
- b) To reject
 - any Tender received, especially those that are illegible, conditional, vague, or incomplete, that do not contain the required information, or that do not conform to the instructions provided or that contain false information
 - any Tender received after the deadline for receipt of Tenders

2.7. Modification or cancellation of Market Consultation

The Organisation reserves the right to modify or cancel all or part of the Market Consultation, should the need arise, without having to justify its actions and without such action conferring any right to compensation in favour of the Tenderers.

2.8. Partnerships

Partnerships must jointly meet the requirements set out in the Market Consultation. Each partner must also meet administrative requirements individually. In case of joint-venture or consortium, a contract shall be concluded with the leading entity only. The composition of the partnership must not be altered without the prior written consent of the OECD. The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to OECD. While the consultant may be part of a consortium, a single person is expected to perform all tasks in the contract and should be the sole point of contact with the OECD.

2.9. Subcontracting

Any subcontracting is subject to the prior written approval of the OECD.

All subcontractors must be eligible for the contract and cannot be in any of the situations listed in these instructions to tenderers. In the event of doubt, OECD may request documentary evidence that the subcontractor is not in a situation of exclusion as mentioned in the letter and declaration.

2.10. Extension of the deadline for receipt of Tenders

The OECD reserves the right to extend the deadline for receipt of the Tenders. In that case, all the Tenderer's and Organisation's rights and duties and in particular Article 2.3 above will be subject to this new deadline.

2.11. Costs and Expenses

Tenders are not paid. No reimbursement of expenses related to the preparation of any Tender will be made by the OECD.

Kindly note that OECD **does not charge any fee at any stage of its procurement process** (vendor registration, tender submission). Tenderers shall be advised that OECD does not use procurement agents. Any approach by a third party claiming to be an official agent from OECD should be reported to OECD Corporate Procurement Group immediately at corporate.procurement@oecd.org

2.12. Confidentiality

The Market Consultation and any further information communicated to the potential Tenderers or which come to their knowledge in the course of the Market Consultation and the performance of the work are confidential and are strictly dedicated to the purpose of the Market Consultation. The OECD reserves the right to request to have all documents and information and copies, regardless of the format, to be returned at the end of the Market Consultation process or to receive a written attestation that they have been destroyed.

3. - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS

3.1. Tender presentation, conditions for submission and acceptance or rejection of Tenders

Tenders shall be drafted entirely in English or French, and shall be received by the Organisation before the deadline to rma@itf-oecd.org.

The date and time before which to return the Tenders are given in these Instructions Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected and returned to the Tenderer if applicable. Tenders which are received by the Organisation after the deadline specified above as well as Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected.

3.2. Contents of the Tender

Tenderers must provide:

- A Letter of Application, signed by the Tenderer. A template is annexed to this Market Consultation, which contains all of the necessary information;
- A Declaration signed by the Tenderer. A template is annexed to this Market Consultation, which contains all of the necessary information;
- All the documents listed in the 'How to Apply' section;
- Moreover, the Tenderer shall provide, to the extent possible and where applicable, certificate(s) identifying the Tenderer, including its name, legal form, address, registration number or equivalent, date of registration, areas of activity and number of employees.

Please note that the Tenderer, ***should it be shortlisted***, may be asked to provide the following (if applicable):

- Any relevant existing agreements with intermediaries or third parties;
- Financial information for the last three (3) years;

- Proof of completed legal obligations with regards to tax declarations and payments in its home country and all the requisite certificates to that effect.

3.3. Financial Conditions

Prices quoted in the Tender must include all costs necessary for the complete execution of an eventual contract (i.e. insurance, transport, guarantees, etc.). Charges for items essential to execution of the contract and not identified in the Tender will be borne by the Tenderer.

All prices must be in Euros, unless otherwise requested by the Organisation.

Tenderers are requested to provide a cost breakdown in their financial offer. Daily rates should be capped at 175 EUR and should be commensurate with experience.

4. - INTERVIEWS

The Organisation reserves the right to organise interviews and request the Tenderers to specify the content of their Tenders.

5. – SELECTION CRITERIA

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, the selection criteria will be applied to the individual who will be carrying out the tasks in the contract. The offers received will be assessed according to the following criteria:

- Technical criteria (70%):
 - o Suitability of profile. Qualifications and demonstrated experience in the fields of transport policy, urban policy, urban planning, etc. based on CV. (30%)
 - o Technical capability and proven ability to conduct this work based on concept note, and writing samples requested. (40%)
- Financial offer (30%)

The overall technical score of this Market Consultation is 70 out of 100 percentage points.

The technical threshold is set to 40 out of 70 percentage points. The technical threshold corresponds to the minimum level of technical quality that a proposal shall demonstrate in order to be shortlisted.

6. - INFORMATION TO TENDERERS

All Tenderers will be informed, whenever possible, of the decision taken on their Tenders or in the event that the Market Consultation has been cancelled.

Terms of Reference

1. INTRODUCTION

The International Transport Forum (ITF) is a global intergovernmental organisation with 64 member countries. It is administratively integrated with the OECD, yet politically autonomous. The ITF works to foster a deeper understanding of the role of transport in economic growth, environmental sustainability and social inclusion and to raise the public profile of transport policy. It acts as a platform for discussion and pre-negotiation of policy issues across all transport modes. We analyse trends, share knowledge and promote exchange among transport decision-makers and civil society. The ITF's Annual Summit is the world's largest gathering of transport ministers and the leading global platform for dialogue on transport policy. The ITF is looking for a dynamic early-career consultant to support its team as part of an EU-funded project focusing on the development of Sustainable Urban Mobility Plans (SUMP) in Greece.

The European Commission's Sustainable and Smart Mobility Strategy and accompanying action plan set out actions for transport to contribute to the European Green Deal. According to this strategy, 100 European cities will be climate neutral by 2030. Promoting sustainable mobility is necessary to reach this goal. This project provides essential support for national and local authorities in Greece to implement Law 4784/2021 on sustainable urban mobility, which follows EU guidelines on making sustainable urban mobility plans (SUMP) a reality across Europe. This project is funded by the European Union via the Technical Support Instrument (TSI) and in cooperation with the European Commission's DG for Structural Reform Support (DG REFORM). It is implemented by the International Transport Forum in collaboration with the Hellenic Ministries of Environment and Energy and of Infrastructure and Transport.

2. DESCRIPTION OF THE WORK

The **Organisation for Economic Co-operation and Development (OECD)** is launching this Market Consultation for hiring one external consultant who will assist the International Transport Forum at the OECD in a project to support development of Sustainable Urban Mobility Plans (SUMP) in Greece. The profile sought with this Market Consultation is for an **early career consultant with an expertise in sustainable urban transport policies**.

Qualified companies, organisations and individuals can submit a bid.

The International Transport Forum team of the OECD is seeking the services of an external consultant in the context of guiding development of guidelines for Greek local authorities to develop Sustainable Urban Mobility Plans and monitor their effects, as well as for national authorities to support these efforts. These recommendations will be adapted to the context of Greek cities. **The primary role will be to conduct literature review, benchmarking and policy analyses to guide these recommendations.** This will always be from the perspective of providing Greek authorities with operational guidelines, associated with a clear assessment of possible effects, costs and operational constraints.

3. KEY TASKS, ACTIVITIES AND METHODS OF WORKING

Working jointly with the OECD, the consultant will undertake the following:

- Definition of guidelines to advise local authorities in the development of their Sustainable Urban Mobility Plans (SUMP)
 - o Literature review on SUMP;
 - o Benchmarking of good practices and case studies;
 - o Identification of a list of policy measures that could be integrated in SUMP, with a qualitative assessment of their impact;
 - o Discussion of how the effects of these measures might differ according to local conditions.
- Adaptation of SUMP measures to up to 7 different types of urban areas in Greece
 - o Support on identifying urban transport policy measures that can achieve the nine objectives of the Greek SUMP law;
 - o Support on identifying and characterising 8 measures for each type of Greek urban area, with guidance on implementation;
 - o Literature review of costs, available funding and timescales necessary to implement recommended policy measures in Greece.
- Development of guidance for the monitoring and evaluation of SUMP:
 - o Literature review to identify sustainable transport indicators to meet the nine objectives of Greek SUMP law and other desirable mobility objectives, as well as data collection and evaluation methods at the local and national level to monitor progress of these indicators.
- Support on eight virtual stakeholder consultations, including logistical support, background research, and summarising findings.

Working jointly with the OECD, the consultant will contribute to the following key deliverables:

- Literature review report on SUMP, the measures that can be integrated within SUMP and the possible effects of these measures in different contexts;
- Report on the adaptation of SUMP measures to the Greek urban context;
- Excel tool listing the possible SUMP measures and their expected effects, costs and timeline per urban area;
- Report with guidelines on SUMP monitoring and evaluation.

The methodology for this project will be literature review and policy analysis.

The project is funded by the European Union via the Technical Support Instrument (TSI) and in cooperation with the European Commission's DG for Structural Reform Support (DG REFORM). It is implemented by the International Transport Forum in collaboration with the Hellenic Ministries of Environment and Energy and of Infrastructure and Transport.

The project is organised in two work streams. The overall project is managed by a project manager and each work stream is managed by a lead. The consultant will be joining the SUMP work stream team. They will be directly managed by the SUMP lead. They will also be answering to the project manager in charge of the overall project.

4. TIMELINE, EXPECTED DURATION OF THE PROJECT

The consultant will work under the supervision of the SUMP's project lead with the International Transport Forum's team of the OECD. The activities are expected to be a full-time commitment (approximately 20 days a month, on average), unless the consultant is able to complete the required tasks in less time.

Please see a provisional timeline below:

Month 0 (March/ April 2023)	Kick-off
M + 2	Literature review report on SUMP's, the measures that can be integrated within SUMP's and the possible effect of these measures
M + 3	Report on the adaptation of SUMP measures to the Greek urban context
M + 5	Excel tool listing the possible SUMP measures and their expected effects, costs and timeline per urban area
M+6	Report with guidelines on SUMP monitoring and evaluation

The OECD will enter into a contract for intellectual services with the successful consultant for an initial period of 6 months, renewable for up to 4 years in total.

The successful bidder may also be requested to sign a Non-Disclosure Agreement (NDA).

The OECD's Minimum General Conditions of contracts will be applied in the event that the bidder is selected. If the bidders have any comments regarding any of the Minimum General Conditions of OECD Contract, they should be highlighted in the Letter of Application.

5. MINIMUM REQUIREMENTS

The proposed consultant shall have the following required skills:

- Advanced university degree in a relevant field such as transport policy, urban policy, urban planning, public policy, political sciences
- 0 to 3 years of work experience in policy analysis
- Demonstrated capacity to produce high quality reports under tight deadlines
- Excellent and demonstrated drafting skills in English

The following additional skills are optional, but appreciated:

- Prior experience working on SUMP's;
- Prior experience studying the Greek urban context;
- Knowledge of the Greek language.

Applicants should also be able to use their own IT equipment, as well as to issue invoices.

Applicants based in time zones \pm 2hrs from Paris are preferred. Consultants will be expected to work remotely. If based in Paris, it may be possible to work occasionally from the OECD Headquarters.

6. HOW TO APPLY

Bidders interested in participating in this Market Consultation shall provide:

- Their earliest available start date and location from which they plan to undertake the work (city, country). This can be indicated in the submission email.
- A full CV with list of previous projects;
- A concept note (max two pages) demonstrating the applicant's capacity to fulfil the requirements outlined in this document
- A least one and up to two writing samples (previous reports / articles) written by the applicant in English, without co-authors.
- Two letters of reference (professional and/or academic)
- A financial proposal (using the financial grid provided) for the execution of work, clearly indicating:
 - o The daily rate of the consultant;
 - o The estimated overall costs;
 - o The estimated breakdown of costs for each deliverable.
 - o Bidders should clearly indicate that the proposed prices are valid for the entire duration of the project/contract (up to two years) and/or provide a % of possible increase.

ANNEX: Financial Grid template

<p style="text-align: center;">Market Consultation for the provision of:</p> <p style="text-align: center;">Expertise on the definition of guidelines on Sustainable Urban Mobility Plans</p>			
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Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
1		daily rate	daily rate
1.1	Daily rate of the consultant		
2			
	number of days to complete the services foreseen in the TOR	XX days	
3	Additional costs		
2.1	any additional cost (please specify)		
4	Estimated overall costs	excluding taxes	including taxes

NOTES

Bidders shall provide as a minimum a price for the items listed above.

Bidders shall also provide a clear breakdown of costs for each deliverable

Additional details (e.g. different rates depending on the profile, applicable discounts, etc.) can be provided at the discretion of the bidder.

Prices indicated in the financial offer should be valid for up to 2 years.

Letter of Application

Market Consultation for 'External consultant to support the development of guidelines for Sustainable Urban Mobility Plans'

As part of the offer in response to this Market Consultation, the Tenderer (company or individual) shall declare on oath the following:

- I. All elements of the offer are contractually binding;
- II. The person signing the offer does have the authority to commit the Tenderer to a legally binding offer;
- III. The Tenderer accepts all of the Minimum General Terms and Conditions without any modification. ***If there is an exception, please state the exception and the rationale for that exception.***
- IV. The Tenderer acknowledges and understands the terms of the Instructions to Tenderers and accepts to conform himself to those terms if selected to conduct the contract.
- V. The Tenderer, or each of the partners in the case of a partnership, has fulfilled all its legal obligations with regards to tax declarations and payments in its home country and must supply all the requisite certificates to that effect.

On .. / .. / ..

Signature

Declaration

Market Consultation for 'External consultant to support the development of guidelines for Sustainable Urban Mobility Plans'

As part of the offer in response to this Market Consultation '*External consultant to support the development of Sustainable Urban Mobility Plans*', the Bidder (company or individual) shall declare on oath the following:

- i. That it is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- ii. That neither the Bidder nor any persons having powers of representation, decision making or control over the Bidder have been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- iii. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgment or a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings or any other illegal activity detrimental to the interests or reputation of the OECD, its members or its donors;
- iv. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the financial interest of the OECD, its members or its donors;
- v. That it has not been the subject of a final judgement or of a final administrative decision establishing that it has created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- vi. That it has not been created with the intention described in point v) above as established by a final judgment or a final administrative decision;
- vii. That it is not guilty of misrepresentation in supplying the information required as a condition of participation in this Market Consultation or fail to supply this information;
- viii. That it adheres to the highest ethical and business responsibility standards and complies with all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption;

- ix. That it has not been employed by the OECD as official staff within the six (6) months prior to the submission of the offer of the Market Consultation;
- x. That it is not subject to a conflict of interest;
- xi. That its employees, if applicable, and any person involved in the execution of the work to be performed under the present Market Consultation are regularly employed according to national laws to which it is subject and that it fully complies with laws and regulations in force in terms of social security and labor law;
- xii. That it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award or the execution of the contract.

I, the undersigned, on behalf of the Bidder (company or individual), understand and acknowledge that the OECD may decide not to award the contract to a Bidder who is one of the situations indicated above. I further recognise that the Organisation may terminate for default any contract awarded to a Bidder who during the award procedure had been guilty of misrepresentation in supplying, or fail to supply, the information requested above.

Date .. / .. / ..

Signature

Name

Job title

MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS

The following articles constitute of the minimum general conditions of the contract to be signed between the OECD and the Contractor to whom the contract would be awarded following the Market Consultation (the “Contract”). These minimum general conditions are not exclusive and will be modified and/or complemented with additional conditions in the Contract.

ARTICLE 1 – GOODS OR SERVICES

The goods and/or services provided under the Contract (hereinafter “The Work”) shall strictly comply with the standards mentioned in the Terms of Reference. It is expressly agreed that the Contractor shall perform the Work in strict accordance with all standards or, where no such standards have yet been formulated, the authoritative standards of the profession will be the applicable norms.

ARTICLE 2 - PRICES

Prices charged by the Contractor for the Work shall not vary from the prices quoted by the Contractor in its Tender, with the exception of any price adjustment authorised in the Contract.

ARTICLE 3 - PAYMENTS AND TAXES

Payment will be made in Euros unless agreed otherwise by the Organisation.

In case the Contractor is located outside of France, the Organisation may be exempted from taxation, including from sales tax and value added tax (V.A.T.). Therefore, the Contractor shall not charge any such tax to the Organisation. All other taxes of any nature whatsoever are the responsibility of the Contractor.

In other cases, the prices shall be indicated exclusive of tax. If the amounts payable to the Contractor for the Work are subject to value added tax (V.A.T.), the Contractor's invoice will show the applicable V.A.T. rate and corresponding amount on the invoices, as well as the total amount before and after such tax.

ARTICLE 4 - DELAY IN EXECUTION

The Contractor shall perform the Work in accordance with the time schedule and the terms specified in the Contract, this being an essential element of the Contract. Any delay will entitle the Organisation to claim the payment of penalties as negotiated between the Contractor and the Organisation.

ARTICLE 5 - ACCESS TO THE PREMISES AND SYSTEMS

If the Work requires at any time the presence of the Contractor and/or of the Contractor's employees, agents or representatives ("Personnel") on the premises of the Organisation and/or access to the OECD's systems, they shall observe all applicable rules of the Organisation, in particular security rules, which the Organisation may enforce by taking any measures that it considers necessary.

ARTICLE 6 - IMPLEMENTATION OF THE WORK

The Contractor shall undertake that the Work be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

ARTICLE 7 - AUTHORITY

The Contractor shall hereby declare having all rights and full authority to enter into the Contract and to be in possession of all licences, permits (including work permits for Contractor's Personnel) and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

ARTICLE 8 - LIABILITY AND INSURANCE

The Contractor shall indemnify the Organisation and its personnel against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties, arising directly or indirectly out of or in connection with the Contractor's performance or breach of the Contract.

The Contractor declares that it has subscribed to the necessary insurance policies with one or more insurance companies known to be creditworthy in order to cover its civil liability for all risks arising out of or in connection with its activity and the performance of the present Contract, as well as any physical, material or immaterial damage, whether consecutive or not, regardless of its nature.

The Contractor shall provide evidence of such insurance policies upon the first demand of the Organisation, by providing a certificate of insurance issued by its insurer(s).

The said insurance certificate cannot be issued any earlier than six months prior to the date of signature of the present Contract. Neither the scope nor the amounts of the coverage shall constitute a limitation of the Contractor's civil liability.

The Contractor guarantees that itself and any third party companies it may use under the said Contract have subscribed to an insurance company known to be of good repute and that they will remain the holders, throughout the term of the present Contract, of insurance policies covering all risks inherent in or relating to their activities.

The Contractor undertakes, in the event that the coverage limit of its insurance is inadequate, to compensate from its own funds the surplus due in order to settle a claim for which it is responsible.

ARTICLE 9 - REPRESENTATIVES

Neither the Contractor nor any of its Personnel (including but not limited to its experts, employees, agents or representatives):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;
- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor's Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

ARTICLE 10 - INTELLECTUAL PROPERTY

The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD shall enjoy full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Contractor being required. In particular, the OECD may freely decide to publish or not the Work (and/or any adaptation thereof).

All right in the Contractor's pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Contractor. If the Work includes any pre-existing materials owned by the Contractor, the Contractor shall grant to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

The Contractor shall warrant that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

The Contractor shall not use the OECD name and/or logo without the prior written consent of the OECD.

ARTICLE 11 - TRANSFER OF RIGHTS OR OBLIGATIONS

The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

ARTICLE 12 - TERMINATION

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation shall reserve the right to terminate the Contract without any prior notice or indemnity:

- i) in the event of failure by the Contractor to comply with any of its obligations under the Contract; and/or
- ii) if the Contractor, in the judgment of the Organisation, has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

The Organisation shall also reserve the right to terminate the Contract, in whole or in part, at any time for its convenience, by written notice sent through registered mail with recorded delivery to the Contractor. The notice shall specify that termination is for the Organisation's convenience, the extent to which Work of the Contractor under the Contract has been completed, and the date upon which such termination becomes effective. The Work that is complete on receipt of notice by the Contractor shall be accepted by the Organisation, at the Contract terms and prices. For the remaining, the Organisation may elect:

- i) To have any portion completed at the Contract terms and prices; and/or;
- ii) To cancel the remainder and pay to the Contractor the amount corresponding to the completed work.

ARTICLE 13 – FINANCIAL INFORMATION

During the Contract and at least seven years after its termination, the Contractor shall:

- i). Keep financial accounting documents concerning the Contract and the Work ;
- ii). Make available to the Organisation or any other entity designated by the Organisation, upon request, all relevant financial information, including statements of accounts concerning the Contract and the Work, whether they are executed by the Contractor or by any of its subcontractors.

The Organisation or any other entity designated by the Organisation shall be entitled to undertake, including on the spot, checks related to the Contract and/or the Work.

ARTICLE 14 – ETHICAL PRACTICES

Having due regard to the nature and purposes of the OECD as an international organisation, the Contractor shall adhere to the highest ethical and business responsibility standards. In particular, the Contractor shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption.

OECD staff may not accept, directly or indirectly, any gratuity, gift, favour, loan or anything of monetary value. In addition, OECD expects its suppliers/providers to never put the Organisation or one of its staff members in an ethically unacceptable situation by offering gifts or hospitality of any kind.

ARTICLE 15 - ARBITRATION CLAUSE

Given the status of the Organisation as an international organisation, the Parties shall specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties shall expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties shall expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in the Contract shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

ARTICLE 16 – CONFIDENTIALITY

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel is expressly bound by and respect the provisions of the present clause.

ARTICLE 17 – PERSONAL DATA PROTECTION

In the Contract, the following terms shall have the meanings set out below:

- i) "Applicable Data Protection Regulation" means the OECD Data Protection Rules and any data privacy or data protection law or regulation that apply to the Processing of Personal Data by the Contractor;
- ii) "OECD Data Protection Rules" means the OECD internal rules on data protection, which are the only rules governing Personal Data protection that are applicable to the OECD. They are currently set out in the Decision of the Secretary-General on the protection of individuals with regard to the processing of their personal data, Annex XII of the Staff Regulations, Rules and Instructions applicable to Officials of the Organisation. A copy of the OECD Data Protection Rules has been provided to the Contractor;
- iii) "Personal Data" means any information relating to an identified or identifiable individual, Processed under or otherwise in connection with the Contract;
- iv) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, theft of, or access to, Personal Data transmitted, stored or otherwise Processed, and any other incident impacting the availability, integrity or confidentiality of the Personal Data;
- v) "Processing" means any operation which is performed on the Personal Data whether or not by automated means; "Process/Processed" shall be construed accordingly.

As an independent intergovernmental organisation, the OECD is not subject to any national or regional legislation, and the only rules governing personal data protection that are applicable to the OECD are the OECD Data Protection Rules. In respect of the Processing, the OECD will comply with the OECD Data Protection Rules and the Contractor will comply with the Applicable Data Protection Regulation.