



**CORTE DI APPELLO DI CATANZARO**  
**UFFICIO DEL PERSONALE**

0961885220

ca.catanzaro@giustizia.it

Prot. N. 94280.

Catanzaro, 28 GIU 2018

**Al Tribunale per i Minorenni di  
Catanzaro**

**Al Tribunale di Sorveglianza  
di Catanzaro**

**Ai Tribunali del distretto  
Loro Sedi**

**All'Ufficio di Sorveglianza  
di Cosenza**

**Oggetto: Bandi di gara: manuale sul ricongiungimento familiare.**

Si trasmette l'allegata nota prot.139090.U del 22.06.2018 per opportuna conoscenza e con invito ad assicurare diffusione al personale.

**LA DIRIGENTE**  
**Carmela Bonarrigo**



# Ministero della Giustizia

*Dipartimento dell'Organizzazione Giudiziarica, del Personale e dei Servizi*

*Direzione Generale del Personale e della Formazione*

*Ufficio Primo - Affari Generali*



m\_dg.DOG.22/06/2018.0139090.U

All.1

*Ala Corte Suprema di Cassazione  
Ala Procura Generale presso la Corte Suprema di Cassazione  
Ala Direzione Nazionale Antimafia  
Al Tribunale Superiore delle Acque Pubbliche  
Alle Corti di Appello  
Alle Procure Generali della Repubblica presso le Corti di Appello  
Ai Commissari regionali per la liquidazione degli usi civici*

**OGGETTO:** Bando di gara: manuale sul ricongiungimento familiare.

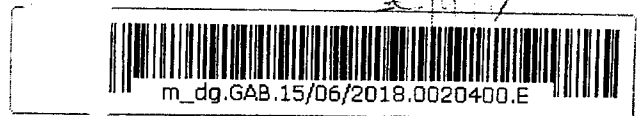
Si trasmette, per la diffusione al personale, la nota prot. m\_dg.DGMC n. 30781.U del 15.06.2018, relativa a quanto in oggetto.

PER Il Direttore Generale

Barbara Fabbrini

IL DIRETTORE DELL'UFFICIO I  
Gloria Mastrogiacomo

M\_DG.Corte d'Appello di CATANZARO - Prot. 22/06/2018.0009188.E  
PRRS - DIR. - UF. PRRS.



# Ministero della Giustizia

DIPARTIMENTO PER LA GIUSTIZIA MINORILE E DI COMUNITÀ

UFFICIO II DEL CAPO DIPARTIMENTO



Al Gabinetto del Ministro

E, p.c. All'Ufficio per il Coordinamento dell'Attività Internazionale

R o m a

**Oggetto:** Bando di gara: manuale sul ricongiungimento familiare.

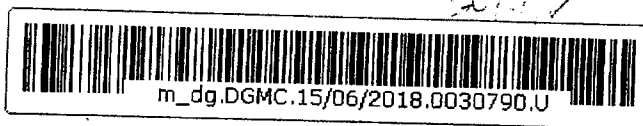
L'Ufficio del Rappresentante Speciale del Consiglio d'Europa per l'immigrazione ed i rifugiati ha trasmesso a questo Dipartimento la comunicazione relativa alla richiesta di 5 esperti per la redazione di un Manuale sugli standard e le buone prassi in materia di ricongiungimento familiare e per ripristinare i legami familiari, di cui all'allegato. Gli esperti saranno selezionati sulla base delle loro conoscenze sulle materie relative ai diritti dei minori, alla legge sull'immigrazione ed i rifugiati ed ai principi di ricongiungimento familiare.

Si segnala che il termine per la presentazione delle domande è il 30 giugno 2018.

Si resta in attesa di eventuali disposizioni anche ai fini della diffusione del bando.

Il Capo del Dipartimento  
Gemma Tuccillo

*Doc*  
*le domande*  
IL CAPO DI GABINETTO  
Elisabetta Cesqui



**Da:** LOW Heather <Heather.LOW@coe.int> per conto di SRSG.Migration.Office  
<SRSG.Migration.Office@coe.int>  
**Inviato:** venerdì 1 giugno 2018 14:37  
**A:** SRSG.Migration.Office  
**Cc:** HANGANU Janeta  
**Oggetto:** Call for tenders: handbook on family reunification  
**Allegati:** Act of Engagement - family reunification handbook.docx; Call for Expression of Interest - handbook on family reunification.pdf; Tender file-ToRs handbook on family reunification.docx

Dear Sir/Madam,

The Office of the Special Representative on Migration and Refugees of the Council of Europe is looking for up to five experts to prepare and publish a handbook on standards and good practices to restore family links and reunify families. The experts will be selected on the basis of their knowledge of children's rights, immigration and refugee law and family reunification principles.

The relevant tender documents are attached.

Please note that the deadline for applications is 30 June 2018.

I would be grateful if you could disseminate this email among colleagues who might be interested in being involved in this project.

Yours sincerely

Heather Low



**Heather LOW**

Assistant  
Office of the Secretary General's Special Representative on migration and refugees  
*Bureau du Représentant spécial auprès du Secrétaire Général sur  
les migrations et les réfugiés*  
Conseil de l'Europe - Council of Europe  
Tel + 33 (0) 3 90 21 46 59  
[heather.low@coe.int](mailto:heather.low@coe.int) - [www.coe.int/migrants](http://www.coe.int/migrants)

Contract No. ▶

Project ID / Sector ▶

Council of Europe contact point ▶

Janeta Hanganu [srsq.migration.office@coe.int](mailto:srsq.migration.office@coe.int); cc. [janeta.hanganu@coe.int](mailto:janeta.hanganu@coe.int)

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

## ACT OF ENGAGEMENT

(Restricted consultation procedure / One-off contract)

This Act of Engagement lays down the terms and conditions of the contract between the Provider, as described below, and the Council of Europe<sup>1</sup> for the provision of intellectual services as an expert to work with another or other selected experts to prepare a compilation of good practices on migration-related child-friendly procedures

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

Tenderers shall:

1. Fill in the below sections **Contact details of the Provider** and **Bank details**. Ensure that the "Name" of the Provider and the "Account holder" are the same.
2. Fill in the column "Fees" of the table of fees (See Section A).
3. Sign the Act of Engagement (See Section B) and send a signed and scanned copy to the Council (See Contact person details above).

<b>Contact details of the Provider</b>	Name and address ▶			
	Representative ▶			
	Contact person ▶			
	VAT n° (if any) ▶			
	Country and registration n° (if any) ▶			
	Email (Contact person) ▶			
<b>Bank details</b>	Phone number (Contact person) ▶			
	Account holder ▶			
	IBAN n° (if available) ▶	Full bank account n° (for non-IBAN countries only) ▶		
	Bank name and Branch ▶	BIC/SWIFT Code ▶		
	Bank Address ▶	Account currency ▶		

<sup>1</sup> Which has its seat Allée de l'Europe, 67075 Strasbourg Cedex, France

## A. Terms of reference / Table of fees

The Council of Europe is currently implementing a Project on family reunification. In that context, it is looking for a Provider to provide intellectual services as an expert, working with another or other selected experts, to prepare a handbook on standards and good practices to restore family links and reunify families.

Up to five selected experts will work with a representative of the Office of the Special Representative on migration and refugees to develop the concept, methodology, structure and content of the handbook. The drafting work will be carried out by the experts, who will conduct a desk study and compile the legal standards relevant to family reunification; identify criteria for good practices; draft, issue and widely disseminate a call for good practice examples, as well as compile selected examples for publication.

The Council of Europe will cover the costs of travel and subsistence expenses (*per diems*) of the experts attending two working meetings, in accordance with the Rules concerning reimbursement of travel and subsistence expenses. The fees outlined below relate only to the intellectual services to be provided by the experts.

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

Prices are indicated in Euros without VAT. For the VAT regime to be mentioned on the invoice(s), please refer to Article 4.2 of the Legal Conditions (See Section C. below). **Tenders proposing a fee above the exclusion level will be entirely and automatically excluded from the tender procedure.**

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

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

Deliverables ▼	Deadline for delivery ▼	Fees ▼	
Contribute to the preparation of a handbook on standards and good practices to restore family links and reunify families, including:			
a. participate in a first working meeting in Strasbourg;			
b. identify criteria for good practices and participate in the preparation and dissemination of a call for good practice examples by 3 September 2018;	16 October 2018		500
c. conduct a desk study and compile the legal standards relevant to family reunification (submit a first draft by 16 October 2018);			
d. prepare a compilation of good practices for publication (submit a first draft by 14 January 2019);			
e. comment on the parts of the handbook drafted by the other experts;			
f. attend a second working meeting in Strasbourg and participate in the revision of the first draft of the handbook;	30 April 2019		1000
g. submit a final draft of the handbook by 30 April 2019.			
	TOTAL ►		1500

**B. Declaration of Agreement and Signature**

- I, the undersigned, acting on my own behalf or as a representative of the Provider indicated below, hereby:
- Declare having the authority to represent the Provider;
  - Declare that the information provided to the Council under this procedure is complete, correct and truthful.
  - Acknowledge, in signing this document, that I have been notified that if any of the statements made or information provided prove to be false, the Council reserves the right to exclude the tender concerned from the procedure or to terminate any existing contractual relations related to the latter;
  - Express consent to any audit or verification that the Council may initiate by any means on the information provided under this procedure;
  - Declare that neither I or the Provider I represent is in any of the situations listed in the exclusion criteria as reproduced in Appendix I of Rule 1333 on the procurement procedures of the Council of Europe;
  - Declare that neither I, nor the Provider I represent, are in a situation of has a conflict of interests or a potential conflict of interest in relation to this procedure. I have been notified and understand that a conflict of interests may arise, in particular, from economic interests, political or national affinities, emotional or family ties or any other type of shared relationship or interest;
  - Undertake to update the Council with significant information changes within a reasonable time. Significant information changes include, but are not limited to change of legal status, ownership, name and address, loss of licence of registration, filing bankruptcy, suspension or debarment by any national or local governmental agency or assimilated;
  - Accept without any derogation all the terms of the Legal Conditions as reproduced in the present document and understand that its signature **shall constitute signature of the contract** with the Council subject to the selection of the tender by the Council and the signature of this Act by a representative of the Council.

The Provider shall fill in this part, print the document, sign in the last box below and send a scan copy of the document to the email address indicated on the 1<sup>st</sup> page

	For the Provider ▼	For the Council of Europe ▼ On behalf of the Secretary General of the Council of Europe
Signature	Signatory (Name, Function and Entity) ▶	Signatory (Name, Function and Entity) ▶
	Provider ▶	% of advance payment accepted ▶
	Place of signature ▶ In	Place of signature ▶ In
	Date of signature ▶ / /	Date of signature ▶ / /
	Signature ▶	Signature ▶
		PO Number ▶

INVOICING (This part is reserved for the Council of Europe)	
Invoicing Address ▶ Council of Europe, Avenue de l'Europe, F – 67075 Strasbourg Cedex	
<input type="checkbox"/> The invoice shall indicate prices <i>net fixed amount</i> .	
<input type="checkbox"/> The invoice shall be established <i>excluding tax</i> .	
The invoice shall be established <i>excluding tax</i> , the following shall appear on the pro-forma invoice and on the final invoice: According to Article 2 b) of Directive 2001/115/EC: "Intra-Community service/sale to an exempted organisation: Articles 143 and 151 of Directive 2006/112/EC."	
<input type="checkbox"/> The Council of Europe shall provide a VAT exemption certificate to the service provider/supplier with each order. The exemption certificate should be retained by the Provider/Supplier and presented to the relevant tax authorities to justify tax-free invoicing. In case the Council of Europe is not in a position to provide the said certificate, the invoice shall be established including all taxes.	
<input type="checkbox"/> The invoice shall be established <i>including all taxes</i> . The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'including all taxes'. For services physically carried out in France, providers who do not have a French VAT number must register with the French Fiscal Authorities: Directorate for non-resident tax / sie.entreprises-etrangeres@dgfip.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / +33 (0)1 57 33 85 00	
<input type="checkbox"/> The invoice shall be established <i>including all taxes</i> (French VAT at the applicable rate). Providers/suppliers are required to register for VAT purposes at the VAT Mini One Stop Shop (VAT MOSS) of their choice. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'including all taxes'. The invoice shall also stipulate the following statement: "French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country] under the MOSS identification number [No. XX]"	
Comments	
The Provider shall invoice the Council as indicated above. For any question, please contact the contact point of this contract. For aspects other than VAT, the invoice shall conform to the applicable legislation. Unless agreed otherwise between the parties, the invoice shall be in the currency specified in the table of fees (See Section A).	

## C. Legal Conditions

### ARTICLE 1 – GENERAL PROVISIONS

1.1 The Provider undertakes, on the conditions and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, to provide the list of deliverables reproduced in the Terms of reference (see Section A) related to the present contract and in the tender submitted by the Provider.

1.2 The present contract is composed, by order of precedence, of:

- a) the Act of Engagement, in its entirety (cover page, Sections A and B and the present Legal Conditions) and b) the tender submitted by the Provider.

1.3 Any general purchasing terms and conditions of the Provider shall never prevail over these legal conditions. Any provision proffered by the Provider in its documents (general conditions or correspondence) conflicting with the clauses of these legal conditions shall be deemed void, except for any clauses which may be more favourable to the Council.

1.4 For the purposes of this Contract:

- a) "Contract" shall refer to the documents described in 1.2, above;
- b) "Council" shall mean the Council of Europe;
- c) "Deliverables" shall mean the services or goods as described in the Terms of reference;
- d) "Parties" shall mean the Council and the Provider;
- e) "Provider" shall mean the legal or physical person selected by the Council for the provision of the Deliverables.

### ARTICLE 2 – DURATION

The contract is concluded until complete execution of the obligations of the parties and takes effect as from the date of its signature by both parties. The services shall be executed in accordance with the timeframe indicated in the Terms of reference or, by default, in the tender submitted by the Provider.

### ARTICLE 3 – OBLIGATIONS OF THE PROVIDER

#### 3.1 General obligations

3.1.1 The Provider bears sole responsibility for all the decisions made and the human, technical, logistic and material resources used in the context of the Contract in order to provide the deliverables, with due respect for the Council of Europe's needs and constraints, as contractually defined.

3.1.2 The Provider recognises that it is subject to a general obligation to provide advice, including, but not limited to, an obligation to provide any relevant information or recommendations to the Council. In this context, the Provider shall supply to the Council all the advice, warnings and recommendations necessary particularly in terms of quality of deliverables, security and compliance with professional standards. The Provider also undertakes to inform the Council as soon as it becomes aware, during the execution of the Contract, of any initiatives and/or adopted laws and regulations, policies, strategies or action plans or any other development related to the object of the Contract.

#### 3.2 Intellectual services

3.2.1 The provisions of Articles 3.2.2 to 3.2.8 shall apply insofar as the contract concerns the provision of intellectual services.

3.2.2 Unless agreed otherwise by the Parties, any written documents prepared by the Provider under the contract shall be written in English and produced on a word processing file. In case the Parties agree that a written document shall be prepared in a language other than English or French, a summary in English or French shall be included in the said document.

3.2.3 Unless agreed otherwise by the Parties, all written documents of more than 1,500 words shall be preceded or accompanied by a text summarising the subject and main conclusions and shall not, unless specifically required, exceed 5,000 words.

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

3.2.5 The Provider cedes irrevocably and exclusively to the Council throughout the entire world and for the entire period of copyright protection, all rights on the deliverable(s) produced as a result of the execution of the present contract. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the Internet, the said deliverables, or any part thereof.

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

3.2.7 The Provider guarantees that use by the Council of the deliverable(s) produced as a result of the execution of the present contract will not infringe

the rights of third parties. However, should the Council incur liability as the result of any such infringement, the Provider will compensate it in full for any damage it may suffer in consequence.

3.2.8 Notwithstanding the provision in Article 3.2.5 above, the Council may, on prior application by the Provider, authorise the Provider to use the deliverable(s) referred to above. When giving the Provider such authority, the Council will inform the Provider of any conditions to which such use may be subject.

3.2.9 Any intellectual property rights of the Provider over methods, knowledge and information which are in existence at the date of the conclusion of the Contract and which are comprised in or necessary for or arising from the performance of the Contract shall remain the property of the Provider. However, in consideration of the fees payable pursuant to the Contract the Provider hereby grants the Council a non-exclusive and free licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for the use of such methods, knowledge and information insofar as they are an integral part of the Deliverable(s).

3.2.10 If the Deliverable(s) result(s) in the provision of a training session, and provided the training materials are not the property of the Council, the Provider shall grant the participants in the training a non-exclusive licence for the entire world and for the entire period of protection by the applicable intellectual property rights law for their own professional use of those training materials.

#### 3.3 Health and social insurance of the Provider or its employees

The Provider shall undertake all necessary measures to arrange for health and social insurance during the entire contract. The Provider acknowledges and accepts in this regard that the Council shall not assume any responsibility for any health and social risks concerning illness, maternity or accident which might occur during the performance of work under the contract.

#### 3.4 Fiscal obligations

The Provider undertakes to inform the Council about any change of its status with regard to VAT, to observe all applicable rules and to comply with its fiscal obligations in:

- a) submitting a request for payment, or an invoice, to the Council in conformity with the applicable legislation;
- b) declaring all fees received from the Council for tax purposes as required in his/her/its country of fiscal residence.

#### 3.5 Loyalty and confidentiality

3.5.1 In the performance of the present contract, the Provider will not seek or accept instructions from any government or any authority external to the Council. The Provider undertakes to comply with the Council's directives for the completion of the deliverables and to refrain from any word or act that may be construed as committing the Council.

3.5.2 The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any matters or data that have been or are to be recorded that come to the Provider's attention in the performance of the contract. Unless obliged to do so under the terms of the contract, or expressly authorised to do so by the Secretary General of the Council, the Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Council any information which has not been made public and which has come to the Provider's notice as a result of dealings with the Council. Nor shall the Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Council shall lift these obligations.

#### 3.6 Disclosure of the terms of the contract

3.6.1 The Provider is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity and price, for the purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions, as well as for the purpose of meeting the publication and transparency requirements of the Council of Europe or its donors. The Provider authorises the publication, in any form and medium, including the websites of the Council of Europe or its donors, of the title of the contract/projects, the nature and purpose of the contract/projects, name and locality of the Provider and amount of the contract/project.

3.6.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Provider.



### 3.7 Use of the Council of Europe's name

The Provider shall not use the Council's name, flag or logo without prior authorisation of the Council.

### 3.8 Data Protection

3.8.1 Without prejudice to the other provisions of this Contract, the Parties undertake, in the execution of this Contract, to comply at all times with the legislation applicable to each of them concerning the processing of personal data.

3.8.2 Where the Provider, pursuant to its obligations under this Contract, processes personal data on behalf of the Council, it shall:

- i. Process personal data only in accordance with written instructions from the Council;
- ii. Process personal data only to the extent and in such manner as is necessary for the execution of the Contract, or as otherwise notified by the Council;
- iii. Implement appropriate technological measures to protect personal data against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction, or damage while having regard to the nature of the personal data which is to be protected;
- iv. Take reasonable steps to ensure the reliability of the Provider's employees having access to the personal data and to ensure that they have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality and thus agree to comply with the data protection obligations set out in this Contract;
- v. Obtain written consent from the Council prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Council chooses to authorise subcontracting, the same data protection obligations as set out in this Contract shall be imposed on the subcontractor by way of a contract. The Provider shall remain fully liable to the Council for the performance of that subcontractor's obligations.
- vi. Notify the Council within five working days if it receives:
  - a. a request from a data subject to have access (including rectification, deletion and objection) to that person's personal data; or
  - b. a complaint or request related to the Council's obligations to comply with the data protection requirements.
- vii. Provide the Council with full assistance in relation to any such request or complaint and assist the Council to fulfil its obligation to respond to the requests for rectification, deletion and objection, to provide information on data processing to data subjects and to notify personal data breaches;
- viii. Allow for and contribute to checks and audits, including inspections, conducted or mandated by the Council or by any authorised third auditing person. The Provider shall immediately inform the Council of any audit not conducted or mandated by the Council;
- ix. Not process nor transfer personal data outside the jurisdiction of a Council of Europe Member State without the prior authorisation of the Council and provided that an adequate level of protection is guaranteed by law or by ad hoc or approved standardised safeguards (such as binding corporate rules) in the jurisdiction of the recipient;
- x. Make available to the Council all information necessary to demonstrate compliance with the obligations under the Contract in connection with the processing of personal data and the rights of data subjects;
- xi. Upon the Council's request, delete or return to the Council all personal data and any existing copies, unless the applicable law requires storage of the personal data.

### 3.9 Parallel Activities

Where the Provider is a natural person who is employed in parallel to this Contract, they hereby confirm that they:

- a) have been granted approval from their employer to perform paid services for the Council under this Contract, and/or
- b) have been granted leave during the performance of their obligations under this Contract.

### 3.10 Other obligations

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

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

3.10.3 Nothing in this contract may be construed as conferring on the Provider the capacity of a Council of Europe staff member or employee.

## ARTICLE 4 – FEES, EXPENSES AND MODE OF PAYMENT

### 4.1 Fees

4.1.1 In return for the fulfilment by the Provider of its obligations under the contract, the Council undertakes to pay the Provider the fees as indicated in their offer, in the currency specified in the Table of fees.

4.1.2 Amounts are final and not subject to review.

### 4.2 VAT

4.2.1 Should the Provider not be subject to VAT, the amount invoiced shall be net fixed amount. Should the Provider be subject to VAT, the amount shall be invoiced as indicated in Articles 4.2.2 to 4.2.5.

4.2.2 Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive.

4.2.3 Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Council will provide the Provider with an exemption certificate prior to the signature of the contract. The exemption certificate sent by the Council of Europe should be retained by the Provider and presented to the relevant tax authorities to justify tax-free invoicing. In accordance with Article 2 b) of Council Directive 2001/115/EC, the following should be stated in the invoice: "*Intra-Community sale/service to an exempted organisation: Articles 143 and 151 of Council Directive 2006/112/EC*" and should indicate the final total amount excluding VAT. In case the CoE will not be in a position to provide the said certificate, the Council will pay the invoice with VAT included.

4.2.4 Should the deliverables be taxable in a non-EU country, the amount invoiced will not include VAT if the local (national) legislation allows for it, or if the Council of Europe enjoys tax exemption through other means in the country concerned. Otherwise, it shall include VAT.

4.2.5 For the provision of "online services", should the Provider be established either in an EU country (other than France) or in a non-EU country, the invoiced amount shall include French VAT at the applicable rate. The invoice shall indicate the total amount without taxes, the rate and the amount of the VAT and the total amount 'all tax included'. The invoice shall also stipulate the following statement: "*Intra-community sale/service: French VAT collected by the Provider and paid to the Mini One-Stop shop in [Address/Country]*".

### 4.3 Invoicing and payment

4.3.1 Upon acceptance of the deliverable[s] by the Council, the Provider shall submit an invoice or a request for payment in triplicate and in the currency specified in the Table of fees, in conformity with the applicable legislation.

4.3.2 Before accepting the deliverable(s), the Council reserves the right to ask the Provider to submit any other document or information that may serve the purpose of establishing that the Contract has been duly executed.

4.3.3 In the case of event organisation, the Provider shall in any case submit any document that proves that the event took place, including but not limited to an attendance sheet broken down into half days specifying the location, date(s) and time(s) of the event(s) or activity(ies), to be individually signed by each participant and the Provider.

4.3.4 The payment for the Deliverables to be paid by the Council shall be made within 60 calendar days of submission of the invoice described in Article 4.3.1, subject to the submission of the deliverable(s) described in the Terms of reference and its/their acceptance by the Council.

4.3.5 In cases where an advance payment is foreseen, it shall be paid within 60 calendar days upon signature of the contract.

### 4.4 Other expenses

4.4.1 In the event of the Provider being required to travel for the purposes of the contract, and provided the Terms of reference do not stipulate that the fees already include travel and subsistence expenses, the Council undertakes, subject to its prior agreement, to reimburse travel and subsistence allowances in compliance with the Council's applicable Rules.

4.4.2 Travel expenses referred to under 4.4.1 will be reimbursed on the basis of the rail fare (first class) or air fare (tourist class) upon presentation of an invoice on the letterhead of the relevant vouchers. Subsistence expenses (including travel expenses within the locality visited) will be reimbursed at the applicable daily rate.

4.4.3 In the event of the Provider being required to travel for the purposes of the contract, the duration of the Provider's travel and stays will be covered by an insurance policy with the insurers CHARTIS (Policy No. 2.004.761). A telephone helpline is available in case of emergency (+ 32 (0)3 253 69 16). The said insurance will cover specific risks related to travel and stay of the Provider (including medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions). The insurance policy does not cover persons over 75 years of age.

**ARTICLE 5 - BREACH OF CONTRACT**

5.1 In the event that the Provider does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 6 below, or the deliverables provided as referred to under Article 1.1 do not reach a satisfactory level, the Council shall consider there to have been a breach of contract and may consequently refuse to pay to the Provider the amounts referred to in Article 4.1 above.

5.2 In the cases described in paragraph 5.1 above, the Council reserves further, at any moment and further to prior notification to the Provider, the right to terminate the contract in all or in part. In case of termination, the Council shall pay only the amount corresponding to the deliverables actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for Deliverables not provided. In case of partial termination, the obligations of the parties shall endure for all deliverables which are not subject of the notification of termination.

5.3 The outstanding sums shall be paid to the Council's bank account within 60 calendar days from the notification in writing by the Council to the Provider regarding the outstanding sums to be paid.

**ARTICLE 6 - MODIFICATIONS**

6.1 The provisions of this contract cannot be modified without the written agreement of both parties. This agreement may take the form of an exchange of emails provide it is done using the contact details specified in Article 8.

6.2 Any modification shall not affect elements of the contract which may distort the initial conditions of the tendering procedure or give rise to unequal treatment between the tenderers.

6.3 This contract may not be transferred, in full or in part, for money or free of charge, without the Council's prior authorisation in writing.

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

**ARTICLE 7 - CASE OF FORCE MAJEURE**

7.1 In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks or events that would require the Council or the Provider to cancel the contract.

7.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 calendar days.

**ARTICLE 8 - COMMUNICATION BETWEEN THE PARTIES**

8.1 The Contact point within the Council of Europe is indicated on the cover page of the Act of Engagement (See page 1 above).

8.2 The Provider can be reached through the means indicated in the Act of Engagement (see page 1 above).

8.3 Any communication is deemed to have been made when it is received by the receiving party, unless the Contract refers to the date when the communication was sent.

8.4 Electronic communication is deemed to have been received by the receiving party on the day of successful dispatch of that communication, provided that it is sent to the addressees listed in paragraphs 1 and 2 above. Dispatch shall be deemed unsuccessful if the sending party receives a message of non-delivery. In this case, the sending party shall immediately send again such communication to any of the other addresses listed in paragraphs 1 and 2 above. In case of unsuccessful dispatch, the sending party shall not be held in breach of its obligation to send such communication within a specified deadline, provided the communication is dispatched by another means of communication without further delay.

8.5 Mail sent to the Council using the postal services is considered to have been received by the Council on the date on which it is registered by the department identified in paragraph 1 above.

8.6 Formal notifications made by registered mail with return receipt or equivalent, or by equivalent electronic means, shall be considered to have

been received by the receiving party on the date of receipt indicated on the return receipt or equivalent.

**ARTICLE 9 - ACCEPTANCE**

The provision of deliverables referred to in this contract shall be the subject of a written acceptance procedure. If acceptance is refused, the Council shall inform the Provider accordingly, giving reasons, and may set new modalities for the provision of the deliverables. If acceptance is refused again, the Council may terminate the Contract in whole or in part without previous notice and without paying any financial compensation.

**ARTICLE 10 - CHANGES IN THE PROVIDER'S SITUATION OR STANDING**

10.1 The Provider shall inform the Council without delay of any changes in their address or legal domicile or in the address or legal domicile of the person who may represent them.

10.2 The Provider shall inform also inform the Council without delay:

- a) if they are involved in a merger, takeover or change of ownership or there is a change in their legal status;
- b) where the Provider is a consortium or similar entity, if there is a change in membership or partnership.
- c) if they are sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- d) if they are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are not subject to a procedure of the same kind;
- e) if they have received a judgment with *res judicata force*, finding an offence that affects their professional integrity or serious professional misconduct;
- f) If they do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of legal domicile;
- g) If they are or are likely to be in a situation of conflict of interests.

**ARTICLE 11 - DISPUTES**

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

11.2 The Arbitration Board shall be composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

11.3 Alternatively, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.

11.4 The Board referred to in paragraph 2 of this Article or, where appropriate, the arbitrator referred to in paragraph 3 of this Article, shall determine the procedure to be followed.

11.5 If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide *ex aequo et bono* having regard to the general principles of law and to commercial usage.

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

**ARTICLE 12 - ADDRESSES AND BANK DETAILS OF THE PARTIES**

The bank details of the Provider are indicated on the first page of this Act of Engagement. The bank details of the Council of Europe are the following:

Bank address: F 67075 Strasbourg Cedex, France

Bank name: Société Générale Strasbourg

Code IBAN: FR77 30003 02000 001500 1118672

SWIFT Code: SOGEGFRF

## **A handbook on standards and good practices to restore family links and reunify families**

### **Call for expression of interest**

#### **Background**

The Council of Europe is committed to assisting its member States to build strategies to respond to the problems affecting refugee and migrant children, with special focus on those who are unaccompanied or have been separated from their families. The SRSG's Thematic Report on migrant and refugee children (22 March 2017) found that children and families often become separated on their long journeys to Europe, while family reunification procedures within the European Union have been heavily criticised as cumbersome. An Issue Paper on family reunification by the Council of Europe's Commissioner for Human Rights (June 2017) identified the restrictive trends affecting family reunification for refugees and made a number of recommendations.

In May 2017 the Committee of Ministers adopted the Council of Europe Action Plan on Protecting Refugee and Migrant Children in Europe (2017-2019). It outlines concrete actions to be undertaken by the Council of Europe, grouped around three pillars. Assisting children and families in restoring family links is one of the actions under the second pillar aimed at providing refugee and migrant children with effective protection.

In the framework of the Action Plan, the Office of the Special Representative on Migration and Refugees will prepare and publish **a handbook on standards and good practices to restore family links and reunify families**.

#### **Scope of the handbook**

The handbook is expected to summarise in a practical way the legal standards applicable to family reunification (international law, such as the UN Convention on the Rights of the Child, Council of Europe/European Court of Human Rights, EU/European Court of Justice, as well as relevant guidance, e.g. EASO, FRA, IGOs, NGOs), clarifying the different rules applicable to refugees, beneficiaries of subsidiary protection, asylum-seekers and other migrants; the safeguards for inbound and outbound family reunification; the special conditions for family reunification when the sponsor is the child or an adult family member; as well as family tracing procedures.

The handbook is also expected to provide good examples of practices on family reunification. For this purpose the consultants will need to develop criteria on what is to be considered a good practice (e.g. addresses existing practical or legal obstacles, is human-

rights compliant, facilitates integration) and based on them select good examples and compile them for publication.

As an action intended ultimately to provide enhanced protection to refugee and migrant children, the handbook needs to address the special challenges for unaccompanied and separated children arriving in Europe, such as their lack of legal capacity, the assessment of best interest, family reunification where they turn 18 in the course of asylum and/or family reunification proceedings, and married children.

### **Aim of the handbook**

The purpose of the handbook is to assist children and their families to restore family links and reunify, when it is in the best interests of the child and in accordance with existing norms. The handbook is meant to serve as a basis for cooperation and training for relevant authorities in Council of Europe member states. It is addressed to different professionals involved in family tracing and family reunification procedures, including child care professionals, guardians, legal professionals in general, as well as NGOs. It is intended to illustrate the cooperation between different actors involved in family reunification. It will complement the HELP training course on refugee and migrant children, to be launched in June 2018. It may also be a basis for discussions at any future high-level meeting regarding potential or already existing solutions for obstacles and challenges (practical or legal) to restoring family links.

### **Methodology**

The compilation will be prepared by 3-5 consultants, selected on the basis of their knowledge of children's rights, family reunification, human rights, immigration and refugee law. The experts will work with a representative of the Office of the Special Representative on migration and refugees to develop the concept, methodology, structure and content of the handbook. The drafting work will be carried out by the experts, who will:

- i. conduct a desk study and compile the standards relevant to family reunification;
- ii. identify criteria for good practices, as well as draft, issue and widely disseminate a call for good practice examples and compile the examples for publication.

The experts will attend two working meetings in Strasbourg as part of the preparation of the compilation. Travel and per diems for these meetings will be covered by the Council of Europe.

### **Provisional timetable**

The provisional timeline is as follows:

- 30 June 2018: deadline for submission of tenders
- 16 July 2018: notification to successful candidates
- August 2018: first expert meeting in Strasbourg

- 3 September 2018: publication and dissemination of call for good practices with deadline of end-October 2018.
- 16 October 2018: submission by the experts of a first draft on the section on standards
- 14 January 2019: submission by the experts of a first draft of the compilation of good practices
- February/March 2019: second expert meeting in Strasbourg
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## TENDER FILE / TERMS OF REFERENCE

(Restricted consultation procedure / One-off contract)

COUNCIL OF EUROPE



CONSEIL DE L'EUROPE

### Purchase of intellectual services

#### Experts to prepare and draft a handbook on standards and good practices to restore family links and reunify families

The Council of Europe is currently implementing its Action Plan on Protecting Refugee and Migrant Children in Europe (2017-2019). In that context, it is looking for a Provider for the provision of intellectual services as an expert to work with another or other selected experts to prepare a handbook on standards and good practices to restore family links and reunify families (See Section A of the Act of Engagement).

#### A. TENDER RULES

This tender procedure is a restricted consultation procedure. In accordance with Rule 1333 of the Secretary General of the Council of Europe on the procurement procedures of the Council of Europe<sup>1</sup>, the Organisation shall invite to tender at least three potential providers for any purchase between €2,000 (or €5,000 for intellectual services) and €55,000 tax exclusive.

This specific tender procedure aims at concluding a **one-off contract** for the provision of deliverables described in the Act of Engagement (See attached). A tender is considered valid for 120 calendar days as from the closing date for submission. The selection of tenderers will be made in the light of the criteria indicated below. All tenderers will be informed in writing of the outcome of the procedure.

The tenderer must be either a natural person, or a legal person except consortia.

Tenders shall be submitted by **email only** (with attachments) to the email address indicated in the table below, with the following reference in subject: **Tender: a handbook on standards and good practices to restore family links and reunify families**. Tenders addressed to another email address will be rejected.

The general information and contact details for this procedure are indicated on this page. You are invited to use the CoE Contact details indicated below for any question you may have. **All questions shall be submitted at least 5 (five) working days before the deadline for submission of the tenders and shall be exclusively addressed to the email address indicated below with the following reference in subject: Question: a handbook on standards and good practices to restore family links and reunify families.**

Type of contract ▶	One-off contract
Duration ▶	Until complete execution of the obligations of the parties (See Article 2 of the Legal conditions as reproduced in the Act of Engagement)
Deadline for submission of tenders/offers ▶	30 June 2018
Email for submission of tenders/offers ▶	<b>SRSG.Migration.Office@coe.int</b>
Email for questions ▶	janeta.hanganu@coe.int
Expected starting date of execution ▶	01 August 2018

<sup>1</sup> The activities of the Council of Europe are governed by its Statute and its internal Regulations. Procurement is governed by the Financial Regulations of the Organisation and by Rule 1333 of 29 June 2011 on the procurement procedures of the Council of Europe.

## B. EXPECTED DELIVERABLES

The expected deliverables are described in **Section A of the Act of Engagement** (See attached).

## C. FEES

All tenderers are invited to fill in the **table of fees** as reproduced in **Section A of the Act of Engagement**.

Tenderers **subject to VAT** shall also send a **quote (Pro Forma invoice)** on their letterhead including:

- the Service Provider's name and address;
- its VAT number;
- the full list of services;
- the fee per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);
- the total amount per type of deliverables (in the currency indicated on the Act of Engagement, tax exclusive);
- the total amount (in the currency indicated on the Act of Engagement), tax exclusive, the applicable VAT rate, the amount of VAT and the amount VAT inclusive.

## D. ASSESSMENT

*Exclusion criteria and absence of conflict of interests*

(by signing the Act of Engagement,<sup>2</sup> you declare on your honour not being in any of the below situations)

Tenderers shall be excluded from participating in the tender procedure if they:

- have been sentenced by final judgment on one or more of the following charges: participation in a criminal organisation, corruption, fraud, money laundering;
- are in a situation of bankruptcy, liquidation, termination of activity, insolvency or arrangement with creditors or any like situation arising from a procedure of the same kind, or are subject to a procedure of the same kind;
- have received a judgment with res judicata force, finding an offence that affects their professional integrity or serious professional misconduct;
- do not comply with their obligations as regards payment of social security contributions, taxes and dues, according to the statutory provisions of their country of incorporation, establishment or residence;
- are or are likely to be in a situation of conflict of interests.

*Eligibility criteria*

- University degree or other comparable professional qualification in law or political science, with a specialisation in the field of children's rights, immigration law, refugee law and/or human rights;
- Proven knowledge and understanding of the challenges facing children in migration, and in particular family reunification procedures at national, regional and international level.
- Minimum of five years' relevant professional experience.
- Ability to work in a team and in an international environment.
- Demonstrated English language drafting skills.
- Availability to attend two working meetings in Strasbourg in August 2018 (TBC) and February/March 2019 (TBC) and contribute to the preparation and dissemination of the call for good practices and the substantive drafting of the handbook in accordance with the provisional timetable in the call for expression of interest.

*Award criteria*

- Quality of the offer (90%), including:
  - Methodology proposed for the preparation of the call for good practices and its dissemination;
  - Methodology and overall structure proposed for the handbook;
  - Relevant experience and capacity in the area of family reunification to draft the handbook and the compilation of good practices;
  - Capacity to meet the deadlines indicated in the provisional timetable in the terms of reference.
- Financial offer (10%).

The Council reserves the right to hold interviews with eligible tenderers.

Multiple tendering is not authorised.

## E. DOCUMENTS TO BE PROVIDED

Tenderers are invited to submit:

- A completed and signed copy of the Act of Engagement<sup>3</sup> (See attached);

<sup>2</sup> The Council of Europe reserves the right to ask tenderers, at a later stage, to supply an extract from the record of convictions or failing that an equivalent document issued by the competent judicial or administrative authority of the country of incorporation, indicating that the first three above listed exclusion criteria are met, and a certificate issued by the competent authority of the country of incorporation indicating that the fourth criterion is met.

<sup>3</sup> The Act of Engagement must be completed, signed and scanned in its entirety (i.e. including all the pages). The scanned Act of Engagement may be sent page by page (attached to a single email) or as a compiled document, although a compiled document would be preferred. For all scanned documents, .pdf files are preferred.

- For tenderers subject to VAT only: a quote, describing their financial offer, in line with the requirements of section C of the Tender File (see above);
- Registration documents, for legal persons only;
- CV, including list of publications.

**All documents shall be submitted in English. Failure to do so will result in the exclusion of the tender.  
If any of the documents listed above are missing, the tender will not be considered.**

**The Council reserves the right to reject a tender if the scanned documents are of such a quality that the documents cannot be read once printed.**

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## Estremi

N° 5541/2018.U

Tipo email Posta in uscita- Invio documento  
Email PEC SI  
Data invio 28/06/2018 09:17  
Data di registrazione 28/06/2018 09:17  
Casella scarico prot.ca.catanzaro@giustiziacert.it  
Stato Invio inviata  
Stato Consegna consegnata  
Stato Accettazione accettata

## Lavorazione

Stato Lavorazione	chiusa	a partire dal	28/06/2018	alle	09:17
U.O competente	PROTOCOLLO	dal	28/06/2018	alle	09:17
In carico a		dal		alle	
Azioni da fare					
Dettagli azione					

## Contenuti

Mittente prot.ca.catanzaro@giustiziacert.it

Destinatari prot.tribunale.castrovillari@giustiziacert.it;prot.tribunale.catanzaro@giustiziacert.it;prot.tribunale.cosenza@giustiziacert.it;prot.tribunale.crotone@giustiziacert.it;prot.tribunale.lameziaterme@giustiziacert.it;prot.tribunale.paoala@giustiziacert.it;prot.tribunale.vibovalentia@giustiziacert.it;prot.tribunale.min.catanzaro@giustiziacert.it;prot.tribunale.serv.catanzaro@giustiziacert.it;prot.tribunale.serv.cosenza@giustiziacert.it;

Oggetto Invio documentazione registrata in uscita come Prot. 28/06/2018.0009418.U

Testo del Messaggio

## Allegati

Allegato n° 1: DOC\_00980.pdf