

**ORGANISATION FOR ECONOMIC CO-  
OPERATION AND DEVELOPMENT (OECD)  
MARKET CONSULTATION  
FOR  
SUPPORTING ITF'S WORKSTREAM ON  
INNOVATION**

**The deadline for the receipt of offers is 10 September 2024 (3:00 pm CEST).**

# 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 ([ONE](#)) 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 identifying one or several experienced consultants to support the ITF's Programme of Work and Voluntary Contribution-based Projects as required, offering expertise, conducting research, and delivering strategic guidance aligned with the objectives of these projects.

## 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:

- a) Instructions to Tenderers;
- b) Terms of Reference;
- c) Annex 1 (Financial Grid template);
- d) Letter of application;
- e) Market Consultation Declaration;
- f) Minimum General Conditions for OECD Contracts;

### 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 [elisabeth.windisch@itf-oecd.org](mailto:elisabeth.windisch@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.

## 2.5. Communication

All communication relating to this Market Consultation shall be done directly to the email address outlined in Article 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 Article 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, without indemnity or justification

## 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.

## 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](mailto: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.

#### **2.13. Liability**

The OECD assumes no liability towards potential Tenderers or Tenderers. In particular, it assumes no obligation toward the finalist until the contract is signed by both Parties.

### **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 [elisabeth.windisch@itf-oecd.org](mailto:elisabeth.windisch@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. 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;

- 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 founded, areas of activity and number of employees.

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

- 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 the 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 use the financial template attached to this Market Consultation.

## 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 consortium as a whole unless specified otherwise. The offers received will be assessed according to the following criteria:

40 %	Experience and Expertise (CV) <ul style="list-style-type: none"> <li>• Proven track record in similar consultancy experience.</li> <li>• Demonstrated expertise in relevant research and policy analysis in the field.</li> </ul>
30%	Qualifications and Skills (CV, writing samples) <ul style="list-style-type: none"> <li>• Relevant qualifications and proficiency in analytical tools.</li> <li>• Excellent drafting and communication skills.</li> </ul>
30 %	Financial proposal (see template in Annex I)

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

The technical threshold is set to 42 points out of 70 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 \(ITF\)](#) at the OECD is an intergovernmental organisation with 69 member countries. It acts as a think tank for transport policy that covers all modes of transport. The ITF's mission is 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. The ITF acts as a platform for discussion of transport policy issues. It analyses trends, shares knowledge and promotes exchange among transport decision-makers and civil society.

Innovation in transport can be a key driver for promoting sustainable transport systems. Within the ITF framework, digitalisation and innovation is one of the five key focus areas that guide its research initiatives; the ITF's Innovation Hub focuses on research activities in this area specifically. Related work helps governments to develop innovative policies for better transport in the face of uncertainty and rapid change. It scans for transport-relevant developments at the horizon of public authority foresight, assesses their potential impacts, and highlights best practices for deploying effective policies. Potential themes include artificial intelligence, distributed ledger technologies, quantum computing, automated vehicles, new mobility services and their management/governance, use of (big) data for transport policy making, and, equally, transport policy making for the use of big data in transport etc.

## 2. DESCRIPTION OF THE WORK

The ITF is launching this Market Consultation to hire one or several external consultants to support its research efforts on innovation topics within the transport sector.

Qualified consultants are invited to submit bids for this Market Consultation.

The profile sought with this Market Consultation is for experts in innovation applied to the transport and mobility field. The consultants are expected to perform comprehensive research, analysis, and advisory services covering the following areas:

- Conducting in-depth studies on innovations in transport and on transport policy making.
- Assessing the (potential) use and impact of innovations on transport systems and their externalities.
- Assessing ways of how transport innovations (or innovations used in transport systems) may be governed
- Analysing how policies could or should shape the use cases of innovations to maximise societal benefits.
- Identifying how governments can best navigate uncertainty related to the uptake of innovations in transport to ensure best outcomes for citizens.
- Monitoring trends and driving forces of innovation in transport.
- Conducting research on the scale, scope and potential impacts of disruptive innovations relevant



to transport.

The consultants will support the ITF's Programme of Work and Voluntary Contribution-based Projects as required. This involves offering expertise, conducting research, and delivering strategic guidance aligned with the objectives of these projects. They will address specific needs identified by the ITF, utilising their knowledge in the transport and mobility sector to contribute effectively to ongoing and upcoming projects.

### 3. KEY TASKS, ACTIVITIES AND METHODS OF WORKING

The consultants will engage in various tasks and activities to support the ITF's research activities, employing diverse working methods tailored to each project's requirements.

The main tasks include:

1. Developing research framework and methodology: Consultants will collaborate with ITF teams to develop robust research frameworks and methodologies tailored to each project's specific objectives and challenges. This involves defining research questions, selecting appropriate data collection methods, and designing analytical approaches to generate relevant and actionable policy insights.
2. Stakeholder engagement and policy analysis: Consultants will engage with a diverse range of stakeholders, including government agencies, industry representatives, and civil society organisations, through interviews, focus groups, and workshops to understand their perspectives, gather input, and foster consensus building. Consultants will conduct in-depth policy analyses to assess existing regulatory frameworks, identify gaps, and propose evidence-based policy recommendations.
3. Data collection, desk research and analysis: Consultants will employ a variety of methods to collect, collate, and analyse data and literature relevant to the research objectives. This may involve quantitative analysis of transport-related datasets, qualitative analysis of stakeholder perspectives, and literature reviews to contextualise findings within the broader research landscape. Rigorous data analysis will enable consultants to draw meaningful conclusions, identify trends, and develop evidence-based recommendations to inform policy and practice.
4. Report writing and presentation: Consultants will synthesise research findings, policy recommendations, and best practices into clear and compelling reports. These reports will be tailored to various audiences, including policymakers, industry stakeholders, researchers, and the general public. Consultants will also deliver presentations to disseminate key findings, facilitate discussions, and engage stakeholders in meaningful dialogue to drive action and implementation.
5. Capacity building and knowledge sharing: Consultants will play a role in building the capacity of stakeholders to understand and address sustainability challenges in the transport sector. This may include delivering training sessions, workshops, and webinars on topics such as sustainable transport planning, green infrastructure development, and climate change mitigation measures. Consultants will also facilitate knowledge-sharing initiatives, such as communities of practice and online forums, to foster collaboration, peer learning, and the exchange of best practices among stakeholders.

#### 4. TIMELINE, EXPECTED DURATION OF THE PROJECT

The expert will work under the supervision of the project managers of the ITF's research centre.

The timeline of the project is contingent upon its nature and complexity, typically ranging from 6 to 18 months. The specific duration will be determined based on factors such as the scope of work, research objectives, and availability of resources. The number of tasks to be initiated with the consultants and the deadlines for key activities and deliverables will be established through the agreement between the consultants and ITF's project managers within the framework contract.

The ITF/OECD will enter into a contract for intellectual services with the successful expert for an initial period of 1 year, renewable for up to 4 years in total, subject to the satisfactory performance of the contractor and the continuous need from the ITF/OECD.

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 AND DESIRABLE ATTRIBUTES

The consultants are required to meet the following minimum requirements:

- Possession of a post-graduate degree (Master or PhD) in economics, , urban planning, engineering, public policy, or a related field. A specialised degree in sustainable transport and/or related to innovation and digitalisation is advantageous.
- At least five (5) years of relevant experience leading or supporting research and analysis initiatives focused on sustainable transport development, innovation or digitalisation.
- Strong drafting skills, with the ability to produce clear, concise, and compelling reports and presentations.
- Excellent proficiency in English, both written and verbal, to effectively communicate complex concepts to stakeholders.
- Sound understanding and practical experience in analysing policies related to sustainable transport and/or innovation and digitalisation, with the ability to assess their effectiveness and propose evidence-based recommendations for improvement.

The consultants should ideally possess the following desirable attributes:

- Excellent stakeholder engagement capacity, demonstrated by the ability to effectively communicate and collaborate with diverse stakeholders.
- Familiarity with modelling and data analytics tools relevant to mobility is considered advantageous.
- Prior experience collaborating with intergovernmental organisations, think tanks and research institutes is viewed positively.

## 6. HOW TO APPLY

Bidders interested in participating in this Market Consultation shall provide:

- A full CV of the proposed expert;
- Examples of reports or study outputs from previous projects, demonstrating the consultant's ability to deliver high-quality and impactful research within the sustainable transport domain.
- The daily rate(s) of the expert(s).
- Bidders should clearly indicate that the proposed prices are valid for the entire duration of the project/contract (up to 4 years).

## ANNEX: Financial Grid template

Please indicate your financial proposal using the financial grid provided for the execution of the work, clearly indicating the following:

- the daily rate(s) of the expert(s)

<b>Financial Proposal</b> <b>for “Supporting ITF’s Workstream on Innovation”</b>
---

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant		

### NOTES

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

Bidders can provide additional details (e.g., different rates depending on the profile, applicable discounts, etc.) at his or her discretion.

**Prices indicated in the financial offer should be valid for up to 4 years.**

# Letter of Application

## Market Consultation for 'Supporting ITF's Workstream on Innovation'

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 'Supporting ITF's Workstream on Innovation'

As part of the offer in response to this Market Consultation '*Supporting ITF's Workstream on Innovation*', 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 (VAT). 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 (VAT), the Contractor’s invoice will show the applicable VAT 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.