

Contract No. ►	OBS RCP 2024 – 9 DMI FOCUS LAY OUT
Project ID / Sector ►	DMIFOCUS – Film Focus
Observatory contact point ►	Gilles Fontaine, gilles.fontaine@coe.int

ACT OF ENGAGEMENT

(Competitive bidding procedure / Framework contract)

This Act of Engagement lays down the terms and conditions of the framework contract between the Provider (as described below), and the European Audiovisual Observatory¹ for the provision of graphic design and lay-out services.

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 European Audiovisual Observatory. This Act shall become contractually binding only **upon signature by an Observatory 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 “Unit fee” of the table of fees (See Section A).
3. Sign the Act of Engagement (See Section B) and send a scanned copy to the Observatory, together with the other supporting documents (if any – see Tender File Section G).

Provider information	Legal personality ² ►	<input type="checkbox"/> Natural person		<input type="checkbox"/> Legal person	
	Name and address ►				
	Representative (for legal persons only) ►				
	Contact person ►				
	VAT n° (if any) ►				
	Country and registration n° (if any) ►				
	Email (Contact person) ►				
	Phone number (Contact person) ►				
Bank details	Account holder ³ ►				
	IBAN n° (if available) ►		Full bank account n° (for non-IBAN countries only) ►		
	Bank name and Branch ►		BIC/SWIFT Code ►		
	Bank Address ►		Account currency ⁴ ►		

¹ Which has its seat 76 Allée de la Robertsau, 67000 Strasbourg, France.

² The European Audiovisual Observatory reserves the right to request documentary evidence.

³ The name of the provider and the name of the account holder must coincide.

⁴ The bidder ensures that the indicated bank account can receive payments in the currency of the contract.

A. Terms of Reference

The Observatory co-publishes with the Cannes Marché du Film on a yearly basis the publication “FOCUS - WORLD FILM MARKET TRENDS” (hereafter “the Focus”). In that context, it is looking for a Provider for the provision of graphic design and lay-out services to be requested by the Observatory on an as needed basis, in compliance with the ordering procedure defined in the Framework Contract.

The task(s) ordered as well as the deadlines are to be specified in each order form.

Each time an order form is sent, the selected Provider undertakes to take all the necessary measures to send it countersigned to the Observatory within 5 (five) working days after its reception.

Fees

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.**

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

Type(s) of Units ▼	Unit fee ▼
Refreshing of the graphic design of the Focus	
Lay-out of the internal pages of one edition of the Focus according to the agreed upon graphic design	

This Framework Contract takes effect as from the date of its signature by both parties and is concluded until:	30/06/2029
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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 Observatory 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 Observatory 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 Observatory may initiate by any means on the information provided under this procedure;
- declare that neither I, nor the Provider I represent, are in any of the situations listed in the exclusion criteria as reproduced in the Tender File;
- declare that neither I, nor the Provider I represent, are in a situation of 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;
- declare that I am not a retired Council of Europe staff member or a Council of Europe staff member having benefitted from an early departure scheme;
- declare that I am currently not employed by the Council of Europe and was not employed by the Council of Europe on the date of the launch of the procurement procedure;
- declare (where applicable) that I am the only owner of the moral rights in any creations of the company under my sole proprietorship or equivalent and that I am individually liable for all obligations undertaken under this contract by me or by the company under my sole proprietorship or equivalent;
- undertake to update the Observatory 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, inclusion in the lists of persons or entities subject to restrictive measures applied by the European Union (available at www.sanctionsmap.eu, [implementing activities maintained by any public interest trust covered by the Council Implementing Decision 2022/2506](#).⁵
- 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 Observatory subject to the selection of the tender by the Observatory and the signature of this Act by a representative of the Observatory.

Fill in and sign this part and send a scanned copy of the document to the Observatory, together with the other supporting documents (See Tender File Section G).

For the Provider		For the European Audiovisual Observatory	
Signature	Provider ►		
	Signatory ►		Signatory (Name, Function and Entity)
	Place of signature ►		Place of signature
	Date of signature ►	__ / __ / ____	Date of signature
	Signature ►		Signature

⁵ Council Implementing Decision (EU) 2022/2506 of 15 December 2022 on measures for the protection of the Union budget against breaches of the principles of the rule of law in Hungary, <https://eur-lex.europa.eu/legal-content/EN/ALL/?uri=CELEX:32022D2506>. Notably article 2(2) states that “Where the Commission implements the Union budget in direct or indirect management pursuant to of Article 62(1) points (a) and (c), of Regulation (EU, Euratom) 2018/1046, no legal commitments shall be entered into with any public interest trust established on the basis of the Hungarian Act IX of 2021 or any entity maintained by such a public interest trust.”

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 above) 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 any subsequent Order;
 - b) the Terms of Reference; and
 - c) 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 provision of the Provider, which is more favourable to the Observatory.
- 1.4 For the purposes of this contract:
 - (i) "contract" shall refer to the documents described in 1.2, above;
 - (ii) "Observatory" shall mean the European Audiovisual Observatory;
 - (iii) "Deliverables" shall mean the services or goods as described in the contract;
 - (iv) "Parties" shall mean the Observatory and the Provider or partner, in case of a partnership agreement;
 - (v) "Provider" shall mean the person or legal entity executing works and/or supplying the goods and/or providing services to the Observatory under the contract or the partner under the partnership agreement. This person may equally be referred to as the "Service Provider" or the "Consultant".

ARTICLE 2 – DURATION

The contract is concluded until the day specified in Section A of this Act of Engagement and takes effect as from the date of its signature by both parties. The contract may be renewed in accordance with the conditions laid down in Section A of the Act of Engagement. The Deliverables shall be executed in accordance with the timeframe indicated in the Terms of reference and in any subsequent Order form.

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 Observatory'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 Observatory. In this context, the Provider shall supply to the Observatory 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 Observatory 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, French or German, a summary in one of those languages shall be included in the said document.
- 3.2.3. The Provider guarantees that the Deliverables conform to the highest academic standards.
- 3.2.4. The Provider cedes irrevocably and exclusively to the Observatory 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.
- 3.2.5. The Observatory reserves the right to exercise the above-mentioned rights for any purpose falling within its activities.

- 3.2.6. The Provider guarantees that use by the Observatory 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 Observatory incur liability as the result of any such infringement; the Provider will compensate it in full for any damage it may suffer in consequence.
- 3.2.7. Notwithstanding the provision in Article 3.2.4 above, the Observatory 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 Observatory will inform the Provider of any conditions to which such use may be subject.
- 3.2.8. 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 Observatory 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).

3.3 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 Observatory 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 Observatory 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 Observatory in conformity with the applicable legislation;
- b) declaring all fees received from the Observatory 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 shall not seek or accept instructions from any government or any authority external to the Observatory. The Provider undertakes to comply with the Observatory's instructions for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Observatory.
- 3.5.2. The Provider shall observe the utmost discretion in all matters concerning the contract, and particularly any service 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 Executive Director of the Observatory, the Provider shall refrain at all times from communicating to any person, legal entity, government or authority external to the Observatory any information which has not been made public and which has come to the Provider's notice as a result of dealings with the Observatory. Nor shall the Provider seek to gain private benefit from such information. Neither the expiry of the contract nor its termination by the Observatory 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, for the sole purposes of internal and external audit and to the Executive 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 Observatory or its donors. The Provider authorises the publication, in any form and medium, including the websites of the Observatory or its donors, of the title of the contract, its nature and purpose, name and locality of the Provider and amount of the contract.
- 3.6.2. Whenever appropriate, specific confidentiality measures shall be taken by the Observatory to preserve the vital interests of the Provider.

3.7 Use of the Observatory's or the Council of Europe's name

The Provider shall not use the Observatory's or the Council of Europe's name, flag or logo without prior authorisation of, respectively, the Executive Director of the Observatory or the Secretary General of the Council of Europe.

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 Observatory, it shall:
- i. Process personal data only in accordance with written instructions from the Observatory;

- 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 Observatory;
- 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 Observatory prior to any transfer of possession or responsibility for the personal data to any subcontractors. If the Observatory 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 Observatory for the performance of that subcontractor's obligations.
- vi. Notify the Observatory 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 Observatory's obligations to comply with the data protection requirements.
- vii. Provide the Observatory with full assistance in relation to any such request or complaint and assist the Observatory 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 Observatory or by any authorised third auditing person. The Provider shall immediately inform the Observatory of any audit not conducted or mandated by the Observatory;
- ix. Not process nor transfer personal data outside the jurisdiction of a Council of Europe Member State without the prior authorisation of the Observatory 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 Observatory 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 Observatory's request, delete or return to the Observatory 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 Observatory 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 of Europe, including – but not limited to – those laid down in the Policy on Respect and Dignity in the Council of Europe and the Code of Conduct.
- 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. Ordering

- 4.1.1. Each time an Order Form is sent, the selected Provider undertakes to take all the necessary measures to send it signed to the Observatory within the deadline indicated in the Tender File. If this Provider is unable to take the Order or if no reply is given on his behalf within that deadline, the Observatory may call on another Provider, if any, in accordance with the terms of the Tender File.
- 4.1.2. An Order Form is considered to be legally binding when the Order, signed by the Provider, is approved by the Observatory, by signing the Order concerned. Copy of each approved Order Form shall be sent to the Provider, to the extent possible on the day of its signature.
- 4.1.3. In return for the fulfilment by the Provider of its obligations under each Order, the Observatory undertakes to pay the Provider the fees as indicated in the relevant Order Form, in the currency specified in the Table of fees.

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 4.2.4.

- 4.2.2. Should the deliverables be taxable in France, the amount invoiced shall be VAT inclusive. 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@dgif.finances.gouv.fr / 10, rue du Centre / 93465 Noisy-le-Grand Cedex / + 33 (0)1 57 33 85 00; or, depending on the provider, Providers without a French VAT number are required to register for VAT purposes at the VAT One Stop Shop (VAT OSS) 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 One-Stop shop in [Address/Country] under the OSS identification number [No. XX]".
- 4.2.3. Should the deliverables be taxable in another EU country, and unless otherwise agreed between the Parties, the Council of Europe 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 Council of Europe 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.

4.3 Invoicing and payment

- 4.3.1. For each Order completed, and upon acceptance of the Deliverable(s) by the Observatory, the Provider shall submit an invoice or a request for payment in the currency specified in the Table of fees, in conformity with the applicable legislation.
- 4.3.2. Before accepting the Deliverable(s), the Observatory 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. The payment for the Deliverables to be paid by the Observatory shall be made within 45 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 Observatory.
- 4.3.4. Advance payments are subject to a written agreement between the parties, on an order-by-order basis, and should be paid within 45 calendar days upon signature of the Order concerned.

5. BREACH OF CONTRACT

- 5.1. In the event that:
- a) 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
 - b) the Deliverables provided as referred to under Article 1.1 do not reach a satisfactory level; or
 - c) the Provider is in any of the situations listed in Article 10.2,
- the Observatory may 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 case of a breach of contract, the Observatory 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 Observatory 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 Observatory's bank account within 45 calendar days after the Observatory notified in writing the Provider of the outstanding amounts.

6. MODIFICATIONS

- 6.1. The provisions of the contract cannot be modified without the written agreement of both parties. This agreement may take the form of an exchange of emails provided 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. The contract may not be transferred by the Provider, in full or in part, for money or free of charge, without the Observatory's prior authorisation in writing.
- 6.4. The Provider may not subcontract all or part of the Deliverables without the written authorisation of the Observatory. If authorised to subcontract by the Observatory, the Provider shall ensure compliance with all contractual conditions by all authorised subcontractors. The Provider shall remain fully liable to the Observatory for the performance of that subcontractor's obligations.

7. CASE OF FORCE MAJEURE

- 7.1. In the event of a force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as unforeseeable circumstances beyond the control of either of

the parties, including but not limited to the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war, health risks.

- 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 working days.

8. COMMUNICATIONS BETWEEN THE PARTIES

- 8.1. The Contact point within the Observatory 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 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 Observatory using the postal services is considered to have been received by the Observatory on the date on which it is registered by the Observatory.
- 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.

9. ACCEPTANCE OF DELIVERABLES

The provision of Deliverables referred to in this contract shall be the subject of a written acceptance procedure. If acceptance is refused because the Deliverables do not correspond to the description set out in the Act of Engagement or the Supplier has not respected one or several provisions of the present Legal Conditions, the Observatory shall inform the Provider accordingly, giving reasons, and may set new modalities for the provision of the Deliverables. If acceptance is refused again, the Observatory may terminate the Contract in whole or in part without previous notice and without paying any financial compensation.

10. CHANGES IN THE PROVIDER'S SITUATION OR STANDING

- 10.1. The Provider shall inform the Observatory without delay of any changes in their address or legal domicile or in the address or legal domicile of any person who may represent them.
- 10.2. The Provider shall also inform the Observatory 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 Providers are 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, terrorist financing, terrorist offences or offences linked to terrorist activities, child labour or trafficking in human beings;
 - 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;
 - h) if they are or if their owner(s) or executive officer(s), in the case of legal persons, are included in the lists of persons or entities subject to restrictive measures applied by the European Union (available at www.sanctionsmap.eu),

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 Judiciaire 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 Judiciaire 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.

ADDRESSES AND BANK DETAILS OF THE PARTIES

The bank details of the Provider are indicated in the Act of Engagement. The bank details of the European Audiovisual Observatory are the following:

Bank address: 255 Route de Mittelhausbergen, 67200 Strasbourg, France

Bank name: Société Générale

Code IBAN: FR76 3000 3023 6000 0501 0002 424

SWIFT Code: SOGEFRPP