



TERMS OF REFERENCE FOR A DIAGNOSTIC OF DUE DILIGENCE ACROSS THE SUPPLY CHAIN IN THE GARMENT AND FOOTWEAR SECTOR IN COLOMBIA AND/OR BRAZIL

I. BACKGROUND AND RATIONALE FOR THE PROJECT

The Directorate for Financial and Enterprise Affairs (DAF) assists policy makers to foster fair and efficient markets that deliver inclusive economic growth and, in turn, better lives.

About the OECD Guidelines for Multinational enterprises and supporting due diligence instruments

Under the OECD's [Guidelines for Multinational Enterprises](#) (MNE Guidelines) the OECD developed a range of due diligence standards, including the [OECD Due Diligence Guidance for Responsible Business Conduct](#) (cross-sectoral) and the standard specifically for the garment and footwear sector: the [Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector](#) (The Garment and Footwear Guidance).

The Garment and Footwear Guidance provides a practical application of due diligence for companies working in the sector. It includes targeted recommendations across 11 issues common to the sector including child labour, forced labour, sexual harassment, engagement with trade unions, wages, occupational health and safety, hazardous chemicals, water, greenhouse gas emissions, bribery and corruption and responsible sourcing from homeworkers. Importantly, the guidance moves away from traditional compliance approaches in many regards and supports an approach that is meaningful, driven by effectiveness criteria and stakeholder engagement and built on a thorough understanding of the local context. It likewise recognises the role of not only manufacturers and producers but also buyers in addressing their purchasing practices to drive improvements. The Garment and Footwear Guidance has been approved by 48 governments and is endorsed by business, trade unions and civil society through a multi-stakeholder advisory group.

The OECD seeks to support the uptake of the recommendations contained in the Garment Guidance and the alignment of existing and emerging standards and programmes with these recommendations. To this end, the OECD carries out the following activities: (i) Convene stakeholders to share learnings and drive collaboration; (ii) Evaluate the alignment of existing initiatives with OECD recommendations and provide technical support to emerging initiatives or government policy; (iii) Conduct analysis to fill knowledge gaps; and, (iv) Incubate collaboration between stakeholders to drive sector-wide implementation.

Promoting Responsible Business Conduct¹ in Latin America and the Caribbean (LAC)

This Market Consultation takes place within the context of a broader scope of collaboration to [promote responsible business conduct in Latin America and the Caribbean](#) between the OECD, the International Labour Organization (ILO), and the United Nations Office of the High Commissioner for Human Rights

¹ Responsible business conduct (RBC) entails above all compliance with laws, such as those on respecting human rights, environmental protection, labour relations and financial accountability, even where these are poorly enforced. It also involves responding to societal expectations communicated by channels other than the law, e.g. inter-governmental organisations, within the workplace, by local communities and trade unions, or via the press. Private voluntary initiatives addressing this latter aspect of RBC are often referred to as corporate social responsibility (CSR).

(OHCHR), and supported by the European Union. This broader project supports governments and businesses in their efforts to promote and uphold responsible business conduct in line with international standards. This action will contribute to promote inclusive and smart economic growth by creating enabling conditions for sustainable businesses and enhancing a level playing field for responsible business conduct in LAC, and, in the long-term support beneficiary countries in making responsible business conduct a policy priority.

II. OBJECTIVES OF THE MARKET CONSULTATION

The objective of this Market Consultation is to source one or two contractors to provide a diagnostic of the garment and footwear sector supply chain in Brazil and/or Colombia, with a particular focus on the context around responsible business conduct.

The diagnostic will seek to establish a common understanding and ‘baseline’ of the prevalent responsible business conduct (RBC) risks² within the sector taking a whole supply chain approach. The assessment will also seek to establish an understanding of the drivers for these risks and impacts and identify important gaps in knowledge and awareness. Finally, the diagnostic will identify opportunities to leverage existing industry and stakeholder activities, as well as government initiatives and policy to support responsible supply chains within the sector within the region and in Brazil and Colombia.

The diagnostic will be based on desktop research and interviews with relevant stakeholders, and result in a report with key findings and strategic recommendations as a result of the study. The main deliverable will be submitted as a final draft for publishing by the OECD.

The garment and footwear sector in Brazil & Colombia

The garment and footwear industries are of great relevance for the Colombian and Brazilian economies both as a net contributor to GDP and in generating employment. Brazil and Colombia have adhered to the [OECD Declaration and Decisions on International Investment and Multinational Enterprises](#), which includes the [OECD Guidelines for Multinational Enterprises](#) and expectations from governments towards companies operating in or from their jurisdictions.

In Brazil the textile and apparel industry contributed to 5.1 percent of the total GDP in 2017³ and was the second largest employer within the manufacturing industry within the country (accounts for 16.7% of employees⁴). Importantly, Brazil includes the full supply chain from cotton to

² The risk scope that should be considered for this assessment spans the risks covered under the MNE Guidelines including where relevant the specific risks set out in Annex II of the Garment and Footwear Guidance.

³ De Oliveira Mendes Junior, B. (2017), *ETENE Sectoral Report: Textile Industry*, Technical Office for Economic Studies of the Northeast and Bank of Northeast Brazil Year 2, Nr. 16, Banco do Nordeste, Brazil, www.bnb.gov.br/documents/80223/2509338/textil_16_2017%28V8%29-ingles.pdf/be2b4984-e4ba-4122-cd78-03e66a132698

⁴ ABIT - Associação Brasileira da Indústria Têxtil e de Confecção and Apex-Brasil, Texbrasil (Brazilian Textile and Fashion Industry- Internationalization Program) – Data - Brazilian textile and apparel sector for 2017 texbrasil.com.br/en/press/brazilian-textile-and-apparel-sector-in-2015/

production (3rd largest exporter of cotton⁵) and constitutes the world's fifth largest textile producer and fourth largest producer of knitwear⁶. Concerning the footwear sector, Brazil is the 2nd largest global exporter of prepared leathers⁷ and as of 2014, Brazil was the third largest footwear industry in the world, responsible of 4.6% of world's production⁸.

Colombia is 3rd largest textile producer in the region (after Brazil and Peru) and in footwear (after Mexico and Brazil). 62 percent of textile imports to the country are raw material and transformed within the country⁹. In 2015 the textile sector in Colombia represented 3 percent of national GDP¹⁰ but accounted for approximately 21,35% employment in the country in 2017¹¹.

III. Scope of work

The OECD will work with contractor(s) to produce reports, which are divided in two lots of work: Brazil (Lot 1) and Colombia (Lot 2). **Contractors may bid on Lot 1 and/or Lot 2.**

III. A. Lot 1: Brazil

The OECD seeks a contractor to provide a diagnostic of the garment and footwear sector supply chain in Brazil, with a particular focus on the context around responsible business conduct.

III. A. Lot 1 – Scope of work

The diagnostic report will include an analysis on the following:

1. **An introductory high-level overview of the garment and footwear sector supply chain within Latin America.** This will include, for example, production and trade information, geographic dispersion of the sector, and general characteristics of the sector supply chain within Latin America.

⁵ Correa do Amaral, M. et al. (2018) "Industrial textile recycling and reuse in Brazil: case study and considerations concerning the circular economy", Scielo, http://www.scielo.br/scielo.php?script=sci_arttext&pid=S0104-530X2018000300431

⁶ ABIT - Associação Brasileira da Indústria Têxtil e de Confecção and Apex-Brasil, Texbrasil (Brazilian Textile and Fashion Industry- Internationalization Program) – Data - Brazilian textile and apparel sector for 2017 texbrasil.com.br/en/press/brazilian-textile-and-apparel-sector-in-2017/

⁷ Conseil National du Cuir (2018) "Global trade in the leather sector in 2016 : the key figures" Communiqué de presse, <https://conseilnationaldu cuir.org/en/press/releases/2018-01-24>

⁸ Bruha, P. (2014) "Footwear industry in Brazil", The Brazil Business <https://thebrazilbusiness.com/article/footwear-industry-in-brazil>

⁹ CVN (Centro Virtual de Negocios) (2018), *La batalla textil que enfrenta Colombia (The textile battle facing Colombia)*, Noticias Industrial, Colombia, www.cvn.com.co/fabricas-de-textiles/

¹⁰ ProColombia, Gobierno de Colombia y Marca Pais Colombia (2015), *Colombia : Crecimiento, confianza y oportunidades para invertir – Sistema de Moda (Colombia: Growth, confidence and opportunities to invest - Fashion System)*, Colombia, www.inviertaencolombia.com.co/images/Adjuntos/Inversi%c3%b3n en Sistema de moda.pdf

¹¹ Arias Jimenez, F. (2018) "Colombia moda quiere impulsar las ventas" (Colombia moda wants to boost sales), El Colombiano <https://www.elcolombiano.com/negocios/recuperar-las-ventas-esa-es-la-moda-de-aqui-a-diciembre-XK9048330> and Interview to Guillermo Craido, President of the Camara Colombiana de las confecciones y afines, "El sector textil a perdido 600 mil empleos" (The textile sector has lost 600 thousand jobs) (2019) El Nuevo Siglo, <https://www.elnuevosiglo.com.co/articulos/03-2019-el-sector-textil-ha-perdido-600-mil-empleos-en-12-anos>

2. **Overview of the garment and footwear sector supply chain within Brazil**, including information such as: types of manufacturing and production, size of industry, typology of the actors involved, extent of small and medium-sized enterprises versus large scale production, location of production, choke points in the supply chain, biggest trading partners, key sector dependencies and supply-chain linkages. This overview will likewise include the context around employment, including informal work/use of temporary contracts, worker migration flows, trade union density, etc.
3. **Policy context for RBC in the sector in Brazil**. This could include, for example relevant global frameworks, free trade agreements, relevant national legislation related to labour, the environment, or investment.
4. **Analysis on due diligence awareness across stakeholder groups and level of engagement by stakeholders in Brazil**. This will include a list of the main sector and RBC initiatives by stakeholder groups (private sector, trade unions, NGOs, government). The mapping should identify the initiatives as well as indicate their scope (e.g. size, geographic, issue focus). The analysis should also highlight high-level trends related to due diligence uptake within the country, including in relation to key company processes such as human rights, labour or environmental policies, supplier assessment, prevention and mitigation measures, stakeholder engagement, reporting and access to remedy.
5. **Identification and prioritisation of key RBC risks and production processes in Brazil across the garment and footwear sector supply chain**. The risk assessment will identify the most significant issues (based on the severity¹² and likelihood of harm) across the supply chain within Brazil. Considerations may include how the severity of the issue varies based on the stage of the supply chain, production process, sourcing relationships, etc. The contractor is also expected to consider the gender dimensions when prioritising risks within the country context. This phase of research will draw from existing literature as well as seek to identify risks categories that may be less reported (e.g. identified through interviews). The contractor(s) is expected to describe the methodology for mapping and prioritising the issues and to document relevant and credible sources. It is anticipated that 3-7 key issues will be prioritised.

Relevant issues covered by the Garment and Footwear Guidance¹³ should be the primary focus of the research, however, other issues may be identified during the desktop research/interview process.

III. A. Lot 1 – Phases of work

In developing the diagnostic report, the consultant will carry out the following two phases of work:

¹² Severity is determined by the scale, scope and irremediable character of harm.

¹³ Issues covered by the OECD Garment and Footwear Guidance include: Child labour, Discrimination, including gender and indigenous rights, Forced labour, Occupational health and safety, Violations of the right of workers to establish or join a trade union and to bargain collectively, Noncompliance with minimum wage laws, Wages do not meet basic needs of workers and their families, Hazardous Chemicals, Biodiversity, Water consumption, water pollution, Greenhouse gas (GHG) emissions, Bribery and corruption and homework. See OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector for further detail: mneguidelines.oecd.org/OECD-Due-Diligence-Guidance-Garment-Footwear.pdf.

Phase 1: Desktop research, interviews. The consultant will conduct desktop research and interviews on the topics covered by the diagnostic report. The OECD will review the research methodology for the desktop research including the sources to be used, the interview questions and list of interviewees.

Phase 2: Drafting of diagnostic report. The OECD is expected to review a: draft outline (i.e. structure) of the report and three drafts of the report, however, this may be increased if needed. The final report should follow the [OECD style guide](#). Following the second draft of the report, the OECD will manage and facilitate a consultation process with stakeholders. Feedback will be aggregated by the OECD Secretariat and shared with the contractor for inclusion in the final report.

III. A. Lot 1 – Deliverables

The Contractor(s) is expected to produce a diagnostic report covering the topics indicated in Scope of Work. The full report is expected to be 10-20 pages.

The sections of the report are expected to include the following:

A. Summary of key findings (1-2 page)

B. Regional diagnostic (2-3 pages)

C. Focus on Brazil (7-10 pages)

C.1 Methodology and also limitations of the research, including gaps in available information¹⁴

C.2 Overview of the garment and footwear sector supply chain and policy context for RBC in Brazil. (See A. Lot 1. Scope of work)

C.3 Analysis on due diligence awareness across stakeholder groups and level of engagement by stakeholders in Brazil. (See A. Lot 1. Scope of work)

C.4. Identification and prioritisation of key RBC risks and production processes across the garment and footwear sector supply chain (See A. Lot 1. Scope of work)

D. Conclusions and recommendations (1-2 pages)

III. B. Lot 2 - COLOMBIA

The OECD seeks a contractor to provide a diagnostic of the garment and footwear sector supply chain in Colombia, with a particular focus on the context around responsible business conduct.

III. B. Lot 2 - Scope of work

The diagnostic report will include an analysis on the following:

1. **Overview of the garment and footwear sector supply chain within Colombia**, including information such as: types of manufacturing and production, size of industry, typology of the

¹⁴ For example, the contractor(s) may identify that freedom of association is not adequately evaluated in the body of research. Similarly, the contractor(s) may find that research on labour brokers and contracts is insufficient.

actors involved, extent of small and medium-sized enterprises versus large scale production, location of production, choke points in the supply chain, biggest trading partners, key sector dependencies and supply-chain linkages. This overview will likewise include the context around employment, including informal work/use of temporary contracts, worker migration flows, trade union density, etc.

2. **Policy context for RBC in the sector in Colombia.** This could include, for example relevant global frameworks, free trade agreements, relevant national legislation related to labour, the environment, or investment.
3. **Analysis on due diligence awareness across stakeholder groups and level of engagement by stakeholders in Colombia.** This will include a list of the main sector and RBC initiatives by stakeholder groups (private sector, trade unions, NGOs, government). The mapping should identify the initiatives as well as indicate their scope (e.g. size, geographic, issue focus). The analysis should also highlight high-level trends related to due diligence uptake within the country, including in relation to key company processes such as human rights, labour or environmental policies, supplier assessment, prevention and mitigation measures, stakeholder engagement, reporting and access to remedy.
4. **Identification and prioritisation of key RBC risks and production processes in Colombia across the garment and footwear sector supply chain.** The risk assessment will identify the most significant issues (based on the severity¹⁵ and likelihood of harm) across the supply chain within Brazil. Considerations may include how the severity of the issue varies based on the stage of the supply chain, production process, sourcing relationships, etc. The contractor is also expected to consider the gender dimensions when prioritising risks within the country context. This phase of research will draw from existing literature as well as seek to identify risks categories that may be less reported (e.g. identified through interviews). The contractor(s) is expected to describe the methodology for mapping and prioritizing the issues and to document relevant and credible sources. It is anticipated that 3-7 key issues will be prioritised.

Relevant issues covered by the Garment and Footwear Guidance¹⁶ should be the primary focus of the research, however, other issues may be identified during the desktop research/interview process.

III. B. Lot 2 - Phases of work

In developing the diagnostic report, the consultant will carry out the following two phases of work:

Phase 1: Desktop research, interviews. The consultant will conduct desktop research and interviews on the topics covered by the diagnostic report (see 1-4 above). The OECD will review the research methodology for the desktop research including the sources to be used, the interview questions and list of interviewees.

¹⁵ Severity is determined by the scale, scope and irremediable character of harm.

¹⁶ Issues covered by the OECD Garment and Footwear Guidance include: Child labour, Discrimination, including gender and indigenous rights, Forced labour, Occupational health and safety, Violations of the right of workers to establish or join a trade union and to bargain collectively, Noncompliance with minimum wage laws, Wages do not meet basic needs of workers and their families, Hazardous Chemicals, Biodiversity, Water consumption, water pollution, Greenhouse gas (GHG) emissions, Bribery and corruption and homework. See OECD Due Diligence Guidance for Responsible Supply Chains in the Garment and Footwear Sector for further detail: mneguidelines.oecd.org/OECD-Due-Diligence-Guidance-Garment-Footwear.pdf.

Phase 2: Drafting of diagnostic report. The OECD is expected to review a: draft outline (i.e. structure) of the report and three drafts of the report, however, this may be increased if needed. The final report should follow the [OECD style guide](#). Following the second draft of the report, the OECD will manage and facilitate a consultation process with stakeholders. Feedback will be aggregated by the OECD Secretariat and shared with the contractor for inclusion in the final report.

III. B. Lot 2 – Key Deliverables

The Contractor(s) is expected to produce a diagnostic report. The full report is expected to be 10-20 pages.

The sections of the report are expected to include the following:

A. Summary of key findings (1-2 pages)

B. Focus on Colombia (7-10)

B.1 Methodology and also limitations of the research, including gaps in available information¹⁷

B.2 Overview of the garment and footwear sector and policy context for RBC in Colombia (See *B. Lot 2. Scope of work*)

B.3 Analysis on due diligence awareness across stakeholder groups and level of engagement by stakeholders in Brazil (See *B. Lot 2. Scope of work*)

B.4. Identification and prioritisation of key RBC risks and production processes across the garment and footwear sector supply chain (See *B. Lot 2. Scope of work*)

C. Conclusions and recommendations (1-2 pages)

IV. TIMELINE

The project is expected to take place over a period of approximately 6 months. Research under Lot 1 and Lot 2 will take place in parallel. Therefore consultants bidding for both Lot 1 and Lot 2 will be expected to conduct research within the timeframe.

The report, once finalised between the contractor(s) and the OECD, will be shared with the relevant government agencies in Brazil and Colombia in Portuguese, Spanish and English, and prepared by OECD communications staff for publication. Translation will be handled by the OECD and is not within the scope of this Terms of Reference.

V. MINIMUM REQUIREMENTS FOR BIDDERS FOR BOTH LOT 1 AND LOT 2

Candidates may apply to carry out Lot 1 and/or Lot 2.¹⁸

Candidates responding to this Market Consultation shall demonstrate the following minimum requirements:

¹⁷ For example, the contractor(s) may identify that freedom of association is not adequately evaluated in the body of research. Similarly, the contractor(s) may find that research on labour brokers and contracts is insufficient.

¹⁸ Candidates may bid for one or both Lots.

- a demonstrated 7+ years expertise on labour, environmental, human rights issues relevant to the garment and footwear supply chain;
- experience working with the garment supply chain within the region (experience may include research or other project work);
- an understanding of the relevant policy environment within Brazil and/or Colombia being bid on;
- a proven record of strong analytical and drafting skills, experience designing and conducting interviews, and project management;
- full written and oral proficiency in English and Portuguese (Lot 1) and Spanish (Lot 2);
- Available to conduct the research within 6 months of signature of the contract (expected start date of 1 January 2020).

In addition to this, it is recommended that the candidate(s) have:

- substantive knowledge of OECD tools and instruments relating to responsible business conduct (OECD Due Diligence Guidance on Responsible Supply Chains in the Garment and Footwear Sector), or other relevant instruments (e.g. UN Guiding Principles on Business and Human Rights)

VI. RESPONDING TO THE MARKET CONSULTATION

The deadline for submitting proposals is 30 November 2019, 21:00 (CET/ Paris Time). Applications should be sent by email to Inmaculada.VALENCIA@oecd.org. Offers received after this deadline may not be considered.

To participate in this market consultation, interested bidders are requested to provide a technical offer (the technical offer includes the concept note, CV(s) and written sample) and budget proposal in two separate documents. The technical proposal shall not mention any information regarding the financial proposal.

Candidates responding to this market consultation shall provide:

A **Concept Note** including the following sections:

- Declaration of the Lot that the candidate is applying for (i.e. Lot 1, Lot 2, or Lot 1 and Lot 2)
- A section demonstrating or describing the applicant's
 - expertise on labour, environmental, human rights issues relevant to the garment and footwear supply chain;
 - experience working with the garment supply chain within the region (experience may include research or other project work)
 - understanding of the relevant policy environment in the LAC region, Brazil and/or Colombia (depending upon the scope of the bid)
 - research and analytical work, including experience designing and conducting interviews, and project management

- language competencies
 - knowledge of OECD tools and instruments relating to responsible business conduct (OECD Due Diligence Guidance on Responsible Supply Chains in the Garment and Footwear Sector), or other relevant instruments (e.g. UN Guiding Principles on Business and Human Rights)
- Proposed methodology of the research, including scope of desktop research, expected number of interviews, selection process for interviewees. Candidates should provide information for each Lot that they are bidding for.
 - A general description of the contractor(s) availability to undertake the project in conformance with the proposed set of tasks and the timeline that has been proposed;
 - Proposed governance of the project (including roles and responsibilities of each member of the contractor(s) team if applicable).
 - High-level work plan for each Lot that the candidate is bidding for, including the timeframe when the bidder will be able to start and complete the tasks.

The **Curricula Vitae** of the key elements of the proposed contractor(s) team, highlighting the following aspects:

- Relevant professional qualifications and work experience related to the minimum requirements indicated in chapter V, and
- Any additional qualification;

Examples of publications and/or articles demonstrating proficiency for the languages mentioned in Chapter V.

A **budget proposal** providing the cost to carry out the services and provide the deliverables described above. The candidate is expected to submit a financial proposal using the template below:

The proposal should include

- A detailed fee for the activities under each project stage (per Lot)
- An indication of the daily rate of each member of the contractor(s) team
- The total amount (per Lot) excluding taxes, *and* including any applicable taxes

If candidates need any clarification on the Terms of Reference or procurement process, they can submit their questions by email prior to 20 November 2019, 21:00 CET to Inmaculada.VALENCIA@oecd.org and Julia.DELVALLE@oecd.org. The OECD Secretariat will publish responses to questions submitted on the website (<http://mneguidelines.oecd.org/rbc-call-for-proposals.htm>).

Table: Budget Template

Please write NA if you are not bidding for a lot. (For example, if you are bidding for Lot 1 and not Lot 2, include budget information next to the Phases of work for Lot 1 and write NA next to the phases of work for Lot 2.

Lump sum for execution of the described activities			€
Lot	Phase of work / Activity	Number of days	€
Lot 1 or 2 (please specify)	Phase 1: Desktop research, interviews.		
	Activity		
	Activity		
	Phase 2: Drafting of diagnostic report.		
	Activity		
	Activity		

PROJECT TEAM				
Name	Profile type (manager, senior, junior)	Daily rate	# of days/staff	Total in €

VII. EVALUATION CRITERIA

An evaluation panel will evaluate all applications meeting the minimum requirements described above. The evaluation will be carried out upon the criteria described below.

The panel will evaluate each application for Lot 1 and/or Lot 2 independently. In each case, shortlisted candidates may be invited to participate in interviews in order to clarify and assess their proposals.

The OECD will assess the proposals against the following criteria and weighting, based on the information provided during the Application Process:

Criteria	Weight
Experience background (based on concept note and CV)	40%
<ul style="list-style-type: none">• expertise on labour, environmental, human rights issues relevant to the garment and footwear supply chain;	
<ul style="list-style-type: none">• an understanding of the relevant policy environment within Brazil and/or Colombia	
<ul style="list-style-type: none">• experience working with the garment supply chain within the region (experience may include research or other project work)	
<ul style="list-style-type: none">• strong analytical and drafting skills, experience designing and conducting interviews, and project management	
<ul style="list-style-type: none">• proficiency in English and Spanish OR Portuguese	
Quality and relevance of the proposal (based on concept note)	35%
<ul style="list-style-type: none">• Availability and timeframe	
Financial Offer	25%

Shortlisted candidates may be invited for an interview **to assess skills, which have demonstrated through the Application process**

VIII. ADDITIONAL INFORMATION

Working with the OECD Secretariat

As stated above, the OECD Secretariat will provide feedback to the contractor(s) at key stages of the process (as decided upon between the contractor(s) and the OECD Secretariat). For example, this is likely to include: the research plan (including the methodology and scoping of the paper); interview questions and list of interviewees; prioritisation of key RBC risks; three drafts of the paper. Check-in calls will be organised semi-regularly (e.g. every week or two weeks) as needed.

Language

The outline, drafts and report will be written in English.

Travel

Any travel required under these ToR will be expensed separately by the OECD and so should not be included within this budget. This includes the contractor(s) travel for the purpose of meetings with the OECD Secretariat and consultations, as well as the travel of stakeholders that may require travel expenses, to be agreed on a case by case basis by the OECD.

Event management and costs

The OECD will coordinate venue booking and hospitality organisation and costs for events (eg. consultations) foreseen as part of this project. The contractor(s) should only budget their associated time for attending events.

Publication

The final report will be published by the OECD and final editing, translation or publishing work does not come under the scope of this project.

Intellectual Property

Any intellectual product that results from this contract shall be the property of the OECD.

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 Competitive process would have been awarded (the “Contract”). These minimum general conditions are not exclusive and could, as the case may be, 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.

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

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

ARTICLE 4 - DELAY IN EXECUTION

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

ARTICLE 5 - ACCESS TO THE PREMISES AND SYSTEMS

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

ARTICLE 6 - IMPLEMENTATION OF THE WORK

The Contractor undertakes that the Work shall 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 hereby declares 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

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 Contractor's performance or breach of the Contract.

The Contractor shall, at its own cost, maintain throughout the duration of the Contract and as necessary thereafter adequate insurances to cover such risks, including any risks related to the execution of the Contract.

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 enjoys 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 grants 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 warrants 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 reserves 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 may also, by written notice sent through registered mail with recorded delivery to the Contractor, terminate the Contract, in whole or in part, at any time for its convenience. 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 its any of its subcontractors.

The Organisation or any other entity designated by the Organisation may 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, 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, we request our 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 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 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 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 - DATABASES

The Contractor is informed that the OECD compiles an Organisation wide database of suppliers and that information relating to the Contractor will be included in this database. Subject to compliance with the OECD's policies on protection of personal information, the database will contain any relevant information with respect to the Contractor and the Contractor's contracts with the Organisation, including, without limitation, the financial terms, the contract deliverables and evaluations of the Contractor's work. It is the Organisation's policy to allow access to the database to certain management and administrative staff.

Notwithstanding anything expressed or implied by the present Contract or at law, and in particular any obligations of confidentiality undertaken by the Organisation, the Contractor understands and accepts that

the OECD will collect, process and disclose the information related to the Contractor in the manner described above and hereby waives all claims against the Organisation and its personnel in this respect.