



ANNEX II: TERMS OF REFERENCE

Oversight Committee's Support Unit - 05 - PRO631LAD-2025

1. BACKGROUND INFORMATION	1
1.1. Partner country	1
1.2. Contracting authority	1
1.3. Context	1
2. OBJECTIVE, PURPOSE & EXPECTED RESULTS.....	2
2.1. Overall objective.....	2
2.2. Purpose.....	2
3. ASSUMPTIONS & RISKS.....	2
4. SCOPE OF THE WORK.....	3
4.1. General	3
4.2. Specific activities	4
4.3. Project management	9
4.4. Implementation of the contract.....	9
5. LOGISTICS AND TIMING	9
5.1. Location	9
5.2. Commencement date & Period of implementation of tasks	10
6. REQUIREMENTS.....	10
6.1. Personnel.....	10
6.2. Office accommodation	13
6.3. Facilities to be provided by the contractor	14
6.4. Equipment	14
6.5. Incidental expenditure	14
7. REPORTS.....	15
7.1. Reporting requirements	15
7.2. Submission & approval of reports.....	16
8. MONITORING AND EVALUATION	16
8.1. Definition of indicators.....	16
8.2. Special requirements.....	16
8.3. Sub-standard performance	17
ANNEXES	17



1. BACKGROUND INFORMATION

1.1. Partner country

N/A

1.2. Contracting authority

Secretariat of the Union for the Mediterranean (UfM) on behalf of the UfM Oversight Committee (UfM-OC).

1.3. Context

The Secretariat of the Union for the Mediterranean (UfM) was established following the decision of the 43 Euro-Mediterranean Heads of State and Government in Paris, on 13 July 2008. Foreign Affairs Ministers in their meeting in Marseille on 4 November 2008 decided that the headquarters of the Secretariat would be in Barcelona. UfM Member States include the 27 EU Member States and 16 countries of the Southern and Eastern Mediterranean.

The Statutes of the Secretariat were first adopted on the 3rd of March 2010 by the Senior Officials of the Member States of the Union for the Mediterranean and subsequently amended. The current version was done in Barcelona on 17 July 2018, document attached as Annex 1.

A Headquarters Agreement was concluded between the Secretariat and the Kingdom of Spain on the 4th of May 2010, granting the Secretariat and its staff members the privileges and immunities corresponding to international organisations under the Spanish law, document attached as Annex 2.

In matters related to Public Procurement, the UfM applies EU Rules and Regulations, namely EU Directive on Public procurement, and EU Financial Regulations. As guidelines and for all matters not regulated, the UfM when acting as Contracting Authority, follows the provisions of the practical guides issued by the different EU bodies and agencies, such as the Vade-mecum on public procurement in the Commission and mainly, the Practical Guide on Procurement and Grants for European Union external actions (PRAG).

In 2018, the Secretariat updated its regulatory framework, approving its own Staff Regulations and Implementing Rules, which state the various categories of personnel and the applicable conditions of employment. Nowadays, the UfM has around 75 staff members, which includes statutory positions, contracted staff, and seconded/diplomats from the Member States of the Union for the Mediterranean and partner institutions. In addition, the UfM has an internship program in place that allows students to gain practical experience with the Secretariat.

In addition to the Rules and regulations mentioned, the Secretariat approved in 2018 a Code of Conduct and a comprehensive Anti-fraud and Anti-Corruption Policy, which are applicable to all staff members and third parties contracting with the UfM. These documents are attached as Annex 3.

According to section IV. of the UfM Anti-Fraud and Anti-Corruption Policy, the UfM Oversight Committee (UfM-OC) is an institutional body outside the internal governance of the UfM composed of three independent members with recognized professional seniority and diversified experience,



who shall be responsible for the overall monitoring of the implementation of the UfM Anti-fraud and Anti-Corruption Policy. In this role, the UfM-OC shall consider fraud and corruption red flags and risk factors in investigation, planning and reporting, consistent with applicable internal standards. The UfM-OC may also initiate proactive investigations without awaiting the receipt of allegations.

On 28 February 2023, the SOM adopted the UfM-OC Rules of Procedures (UfM-OC RoP) and approved the whistleblowing channel “Integrity Line” provided by EQS and which is accessible to the general public through UfM website.

The serving OC members were appointed by the SOM on 3 April 2024 for a period of 3 years, effectively taking office in September 2024.

2. OBJECTIVE, PURPOSE & EXPECTED RESULTS

2.1. Overall objective

The overall objective is for UfM-OC to dispose of a Support Unit that assists in the completion of their responsibilities and duties as per the mandate given by UfM Member States and the procedures established in the UfM-OC RoP.

2.2. Purpose

The purpose of contracting an external Support Unit is to ensure that the UfM-OC receives professional assistance in fulfilling its tasks and responsibilities. This support will be provided by experts in forensic investigations who, under the supervision of OC members, will promptly process allegations of misconduct submitted through the Ethical Line and carry out the necessary investigations.

The work of the Support Unit under this contract, but will be focused on dealing with reports of alleged misconduct, in particular managing allegations of fraud, corruption and/or unethical behaviour within the UfM, conducting investigations and preparing reports and recommendations to the governance body (SOM) on remedies and measures to ensure compliance with UfM Anti-fraud and Anti-Corruption Policy and Code of Conduct. The exact nature of the Support Unit task will be determined by the UfM-OC in accordance with the UfM-OC Rules of Procedure (OC RoP). Other tasks which fall under the responsibility of the Oversight Committee as per the OC RoP will only be carried out if there is budgetary margin available.

3. ASSUMPTIONS & RISKS

The work of the Support Unit, including when conducting investigations on behalf of the UfM-OC and proposing remedies and measures must always consider the UfM-OC Rules of Procedures as well as the institutional nature of the UfM and the privileges and immunities applicable to the organization and its staff members.

Considering the nature of the mandate of the UfM-OC, namely, to oversee the behaviour within the UfM in terms of compliance with the Anti-Fraud and Anti-Corruption Policy and Code of Conduct, the independence of its members and of the Support Unit from the Secretariat is paramount. Therefore, the interaction with the UfM shall be limited to administrative requirements as laid down in the



contract and to the provision of information/collaboration as foreseen in the RoP. Guidance and instructions regarding the processing of allegations, including the supervision to make sure the available experts/days are used under the principles of economy, efficiency and effectiveness, should be given by the UfM-OC, exclusively.

4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

In general terms, the role of the UfM-OC is to provide objective guidance, supervision, and control over the full implementation and correct application of the UfM Anti-fraud and Anti-Corruption Policy and Code of Conduct, including by investigating alleged misconduct within the UfM following reports received through the whistleblowing application/Integrity Line.

In accordance with Chapter III.4 the UfM-OC Rules of Procedures, the UfM-OC may be assisted in their tasks and responsibilities by an external Support Unit which should be composed by professionals with sufficient experience in the management of the whistleblowing lines, audit, and investigation of fraud and ethical wrongdoing, and bound by these same rules and principles, including, confidentiality and independence as the UfM-OC.

The role of the Support Unit would be strictly technical to assist the UfM-OC in their responsibilities but cannot replace the UfM-OC in the decision-making process. The different tasks and activities to be carried out by the Support Unit may include in general terms the following: (i) clerical and administrative support, mainly in relation to organizing traveling and other logistical needs for the UfM-OC members to assist to meetings, set-up the agenda of the meetings and drafting minutes, ensuring coordination with the provider of the Integrity Line to ensure proper maintenance of the application, and any other secretarial tasks required by the UfM-OC; (ii) assist in the advisory activities of the UfM-OC (awareness raising and training for staff, pre-emptive risk assessment, etc.), and (iii) dealing with cases of alleged fraud or unethical behaviour, including managing the reports received through the Integrity Line within established deadlines, conducting the necessary investigations when necessary and drafting the reports for the governing body (SOM) to be able to make the necessary decisions.

The specific tasks are described in the UfM-OC RoP and summarized in next section. Nevertheless, it remains at the discretion of the UfM-OC to decide in relation to the type and amount of work assigned to and size of the Support Unit.

4.1.2. Geographical area to be covered.

N/A

4.1.3. Target groups

N/A



4.2. Specific activities

4.2.1. The assignment

The assignment of this contract is focused in carrying out the necessary task to finalize ongoing investigation and ensure timely reporting to the SOM. However, under the supervision and responsibility of the Oversight Committee, any of the following blocks/type of activities may be requested in pursuing the overall objective:

Block 1: Administrative and clerical support to the UfM-OC as needed.

This part includes taking care of all necessary arrangements to allow for the effective functioning of the UfM-OC. The Support Unit shall take care of all administrative and clerical tasks requested by the UfM-OC, including assisting the Secretary of the Committee in his responsibilities as laid down in Chapter III.1 of the UfM-OC RoP.

For instance, in relation to UfM-OC meetings such tasks may include the following:

- Scheduling of ordinary or arranging for extraordinary meetings, coordinating availabilities among participants, and sending invitations both for online and in person meetings.
- Prepare on behalf of the UfM-OC and following their guidance the agenda of the meeting making sure all the documents are timely made available to all participants.
- When needed, arrange for the booking of flights and hotels for the UfM-OC and other participants.
- Take care of the reservation of meeting rooms, making sure all necessary equipment and materials is provided.
- Coordinate to ensure the necessary stationary items is available, including a business email address and business cards for each UfM-OC member.
- Drafting the Minutes of all UfM-OC meetings, ensuring that they are properly stored for reference and following up of the agreed measures to ensure control over their implementation.

Missions of the UfM-OC members should be prepared in accordance with Chapter V “Missions Management” of the Manual of Internal Procedures. All costs will be borne by the UfM provided they are eligible as per applicable rules upon submission of the related invoice.

In relation to the Ethical Line, the Support Unit will assist the UfM-OC and the Secretary in:

- Ensuring that Ethical Line is duly maintained including arranging for the payment of the annual subscription fee, coordinating with UfM internal or external IT personnel when technical issues arise, etc.
- Coordinating on behalf of the UfM-OC any issue with the provider of the Ethical Line, EQS, in relation to the update and possible upgrade of the tool according to the state of the art.
- Managing the record of cases in Ethical Line, ensuring each case is properly stored, assigned to a case manager and that the deadlines for processing them are respected.
- Ensuring that all information related to cases is properly stored and updated.
- Liaise with the UfM Focal Point, mainly in relation to requesting documents to carry out investigations and ensuring that all documents requested by the UfM-OC are delivered.
- Coordinate the formal aspects (e.g., appointment for interview) with other external actors (investigating officer, witnesses, notifier, etc.) as necessary.



- Organising recurrent annual training cycles for the largest possible number of Staff on the applicable rules and the use of the Ethical Line.
- Ensure the records of the UfM-OC (as laid down in Chapter IV. point 6 UfM-OC RoP) are complete in all required formats and the information is properly stored.

This list is indicative. The UfM-OC may request additional administrative tasks depending on their business needs.

Output: The provision of administrative and clerical supporting tasks requested by the UfM-OC. The support shall allow the successful completion of the UfM-OC's task and responsibilities and may include but not be limited to the organization of their meetings, drafting minutes, and keep a clear and comprehensive record of the work of the UfM-OC, as well as taking care of all required tasks for the proper maintenance and upgrade of the whistleblowing application.

- **Block 2: Advisory activities**

In accordance with Chapter IV of the UfM-OC RoP, the UfM-OC will carry out the following monitoring and advisory activities: (i) raising awareness, (ii) risk assessment, (iii) training, and (iv) review of the policies, for which they may be assisted by the Support Unit.

Additionally, at the beginning of each mandate, the UfM-OC will prepare a work plan - according with budgetary and UfM departments support availability - that will contain the main lines of action and specific activities to be accomplished during the mandate, including motivation for the selection of a specific action and deadlines for their completion. In practice, this task can also be prepared by the Support Unit under the guidance and supervision of the UfM-OC.

(i) Raising awareness

The Support Unit should assist the UfM-OC ensuring through specific communications, briefings and/or trainings that the UfM Staff and Third Parties are aware of the main principles of the Anti-fraud Policy and Code of Conduct, the importance of complying with these rules, and the mechanisms available to report misconduct and ethical wrongdoing.

The Support Unit may also advise the UfM-OC when acting as a consultative body providing guidance and advice in any integrity-related issues raised by the Staff or Third Parties.

(ii) Risk assessment

With the assistance of the Support Unit, the UfM-OC will elaborate at least on a yearly basis an Integrity Risk catalogue that will serve as reference and recommendation to the management of the UfM in its risk assessment process. The risk catalogue will include the following main items (not exhaustive list):

- Category of Integrity Risk: fraud, discrimination, etc.
- Risk reference: Code of Conduct, Anti-fraud Policy, etc.
- Risk title
- Risk description
- Risk scenario



- Possible areas of application
- Controls already implemented to mitigate the risk
- Suggested action plans

The Integrity Risk assessment activity must be documented, as well as the reasons for estimating the existence or absence of risk, and the methodology used to evaluate the probability of occurrence and the impact of the different risks.

(iii) Training

The Support Unit shall assist the UfM-OC in preparing the necessary periodic training for the Staff to (i) improve their knowledge of the Anti-fraud Policy, and the principles set out in the Code of Conduct which affect their activities; (ii) gain an understanding of the Integrity risks that can derive from their activities; and (iii) learn about the policies, procedures and controls related to their activities that control those risks (including Ethical Line).

In particular, the Support Unit shall ensure that all Staff is included in the personnel training cycles and oversee that training materials contain sufficient and relevant information. To better allow drawing lessons, monitor progress and supervise improvement in practices, the development, and results of each training action, including the main raised questions/clarifications, shall be reflected in a specific document to be used for the purpose of reporting foreseen under point 7.1 of this ToR.

(iv) Review of the policies

The Support Unit shall assist the UfM-OC in ensuring that the Anti-fraud Policy, the Code of Conduct, and Ethical Line do not become obsolete over time and lose the usefulness for which they were drawn up. In this respect, the Support Unit shall follow up on legislative trends, and considering the risks identified thorough Integrity Risk assessment and lessons learned from the investigations conducted or the reports received, propose, and advise the UfM-OC on the adaptations needed for the continuous improvement and effectiveness of the regulations.

The assistance of the Support Unit should also include the comprehensive review of the Anti-fraud Policy, the Code of Conduct and Ethical Line every three years.

Output: Advice and assist the UfM-OC in all their technical needs in relation on their advisory tasks and responsibilities as laid down in the UfM-OC RoP, which in a broad sense include awareness raising, risk assessment and training activities and the review and update of related internal policies. These tasks may include drafting the necessary documents (reports, assessment, recommendations, etc.) as necessary to allow monitoring of the activities and subsequent reporting to SOM (see block 4).

- **Block 3: Dealing with reports of alleged misconduct**

The Support Unit shall assist the UfM-OC in processing all reports and allegations received through the Ethical Line within the established deadlines while ensuring compliance with the rules, procedures, and principles (e.g., professionalism, impartiality, confidentiality, equal treatment, etc.) laid down in the UfM-OC RoP.

The Support Unit may be involved in all phases of the process (i.e., (i) receipt and processing of Notifications, (ii) Investigation, (iii) Resolution proposal and disciplinary measures) according to the



indications provided by the UfM-OC. However, the main tasks of the Support Unit in each phase are expected to be the following:

1) Receipt and processing of Notifications:

The Support Unit shall make sure that all reports and communications are properly registered in the Ethical Line (including those exceptionally received through other channels) and that the reporter receives confirmation of receipt within the legal deadlines. The Support Unit will further aid to the Case Manager in initially categorising the allegation type of received and evaluate them to determine if they may be admissible, advising on next steps in accordance with applicable rules.

2) Investigation:

When the case requires further investigation, the Support Unit may assist the UfM-OC in appointing an Investigating Officer and its team (whether a member of the Support Unit or a third party), setting-up an investigation schedule, advising the UfM on taking precautionary measures while the investigation is carried out, and in handling communications with all parties involved.

Furthermore, it is expected from the Support Unit to be able to conduct all investigations, including proactive investigations upon request by the UfM-OC, either by the team of experts or through subcontracting an external Investigation Officer (see Chapter IV of UfM-OC RoP). Investigations shall be performed using investigation techniques such as digital evidence analysis, corporate intelligence interviews, forensic accounting, etc. and shall include preparing a comprehensive Investigation report with conclusions and, where appropriate, recommendations for improvement to strengthen the prevention system.

The processing of cases and the finalization of ongoing investigations within the legally established deadline should be prioritized over other tasks. Additionally, while several investigations can be carried simultaneously, the procedure should take available means into account, to avoid exhausting the budget leaving ongoing investigations open.

3) Resolution proposal and disciplinary measures:

The Support Unit shall advise the UfM-OC on measures to be proposed to the SOM based on the conclusion of the investigation and make sure these are properly communicated to all affected parties.

It shall be in charge of the follow up of the cases, verifying that the decisions of the SOM are implemented and informing the UfM-OC of the steps and actions that are required at each step.

Lastly, it shall further ensure that all personal data is treated in accordance with data protection (GDPR) and UfM Policy.

Output: To assist the UfM-OC in timely and properly managing all reports of alleged misconduct received through the Ethical Line, conducting the necessary investigations, and providing factual conclusions and recommendations of measures to the governing body and any other related task within the scope of these activities. The tasks under this block may include drafting recapitulative and analytical reports as per request of the OC to allow identify trends and areas of improvement as well to facilitate monitoring and subsequent reporting to SOM (see block 4 below).



- **Block 4: Preparing reports for the SOM**

The UfM-OC is accountable before the UfM Member States, represented by the governing body, SOM. The Support Unit shall assist the UfM-OC in preparing all necessary reports to allow monitoring and supervision of the UfM-OC activity by the SOM. This includes drafting the following reports:

- Annual report on the activity of the UfM-OC
- Quarterly report
- Urgent reports and communications

Detailed information on the structure, content, and deadlines for submission of the different reports can be found in Chapter IV, point 5 of the UfM-OC RoP.

Additionally, the UfM-OC may decide to commission other reports to keep the SOM informed.

- **Block 5: Legal support**

The UfM-OC may request the Support Unit to provide legal analysis and support throughout the investigation process to ensure that all steps of the investigation are compliant with applicable legal requirements and to be able to anticipate possible legal consequences or reaction (e.g., lawsuits, complaints, etc.). In particular, the UfM-OC may request specific legal analysis based on the conclusion of the investigations and before the final reports to the SOM, to cater their recommendations ensuring their legality and applicability. This Support Unit may provide their legal assessment by its own means if it possesses the required legal expertise or otherwise may subcontract this service to another provider on a case by cases basis with the authorization and under the supervision of the Oversight Committee.

4.2.2. Form of support and language

Written support: Most of the advice/assistance, including recommendations following an investigation, would be requested to be delivered in writing. Unless otherwise requested by the UfM-OC, any time a document is required, it shall be presented in electronic format either in MS Word/Pdf or MS PowerPoint as appropriate.

Due to their nature, most documents would remain confidential or have a restrictive access considering the purpose for which they were drawn up. Where documents might be made available to the public (e.g., general recommendations not related to a specific case), the Provider must ensure that there are no restrictions based on confidentiality and/or intellectual property rights, including from third parties, that could hamper their publication.

Oral support: Additionally, the Support Unit is expected to participate in the UfM-OC meetings, whether these are held in person or through videoconference, as requested by the UfM-OC, providing their advice and summary conclusions of their reports orally. Furthermore, the Support Unit is expected to be available in a reasonable time for all matters related to coordination, as well as for clarifications or urgent or minor questions, contributions to discussions, etc.

The oral support and all written documents shall be provided in **English**.



4.3. Project management

4.3.1. Responsible body

The contract, in terms of management of required administrative tasks (e.g., processing payments) will be managed by the Legal Department of the UfM, who will designate a contract manager in charge of coordinating with the UfM-OC the exchange of documents and information necessary to keep track of the formal aspects of the contractual relation with the provider.

The project itself, including making all decisions regarding the performance of the tasks, content of reporting, etc. will be managed autonomously by the UfM-OC directly in line with the principle of independence from the UfM. All issues related to the assistance and support to the UfM-OC, mainly the specific activities as outlined in sections 4.1 and 4.2 of these Terms of Reference, the distribution of the work and related timesheets and the approval of invoices will be decided/approved by the UfM-OC. After the expenditure verification, the UfM-OC will validate the invoices and send the required documentation to contract manager designated by the UfM for the formal processing of the payments.

4.4. Implementation of the contract

The contract will be implemented through specific Requests for Services / Order Forms, to be issued by the UfM-OC over the period of validity of the contract. The specific Request for Service / Order Form will describe in detail the particular tasks and/or services needed. If further clarification is required, the Provider will receive additional information on the concrete tasks required.

The individual assignments will be implemented on the ground of specific working days' quotations, as all-inclusive service, prepared on the basis of the service requested by the UfM. Thus, the Provider shall receive from the UfM-OC a request to submit via e-mail a quotation of working days for each consultation services in which a tentative distribution of work between the different consultants according to the task and expertise required and together with the related requirements/information. The Provider, based on its Financial Offer, shall within the next 48 hours upon receipt of the request send the described quotation of working days' proposal.

The UfM-OC would assess the proposal and, if validated, issue the relevant Request for Service / Order Form of the specific service, as a fixed all-inclusive service. The period allowed for the execution/implementation of the tasks shall start to run on the date Provider signs the order form unless a different date is indicated on the form.

5. LOGISTICS AND TIMING

5.1. Location

Services will be executed remotely, that is on the Provider's premises or elsewhere. Office accommodation for each expert working on the contract is to be provided by the Provider.

The Provider shall ensure that experts are adequately supported and equipped. It shall ensure that there is sufficient administrative, secretarial, and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its



activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the Provider is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium member a fixed percentage of the work to be undertaken under the contract should be avoided.

If necessary, UfM will provide an office space and of reasonable quality of approximately 10 square meters for each expert working on the contract, when the expert/s work requires its presence in the UfM's premises. All cost foreseen in the performance of the project, including travel costs to/from UfM premises shall be borne by the Provider and included in the financial offer.

5.2. Commencement date & Period of implementation of tasks

The intended commencement date is February 2026, and the period of implementation of the contract will be 3 years from this date. Please refer to the Contract and the Special Conditions for the actual commencement date and period of implementation.

6. REQUIREMENTS

6.1. Personnel

Note that civil servants and other staff of the public administration, of the partner country or of international/regional organisations based in the country, shall only be approved to work as experts if well justified. The justification should be submitted with the tender and shall include information on the added value the expert will bring as well as proof that the expert is seconded or on personal leave.

The selection procedures used by the contractor to select the experts must be transparent, must guarantee the absence of professional conflicting interests and the absence of any discrimination based on former or current nationality, gender, place of residence, or any other ground. The findings of the selection panel must be recorded.

All experts must be independent and free from conflicts of interest in the responsibilities they take on.

6.1.1. Key expert

The Key Expert shall be responsible for the quality of the work delivered and responsible to assign the tasks to the other member(s) of the team of experts according to the skills and knowledge required to carry out each task. In all replies to the Requests for Service as per point 7 below, a tentative distribution of work between the different Experts and their daily rate must be included.

Key expert has a crucial role in implementing the contract. These terms of reference contain the minimum requirements for the key expert. The "Key Expert's profile" (Annex IV) shall be submitted by the tenderer for the following key expert:



Qualifications and skills

- As a minimum, a Bachelor's degree in a field related to the assignment, such as public administration, economics, law. Higher degrees would be considered as an asset.

General professional experience

- A minimum of 7 years of work experience in advising public administrations.

Specific professional experience

- The Key Expert is expected to have at least 5 years of proven experience in advising private companies and/or public entities in matters related to Anti-fraud and Anti-Corruption, including carrying out forensics' investigations and risk consulting services, as well as proven knowledge of whistleblowing and allegation management (see above "scope of the work").

Guidance on expert time inputs:

- 1) Working days: performance of the contract (and therefore payment) is based solely on working days. The contractor will only be paid for days actually worked on the basis of the daily fee rate contained in the budget breakdown (Annex V). The time input for experts must be expressed in Full Time Equivalent (FTE).
- 2) The annual leave entitlement of the experts employed by a contractor is determined by their employment contract with the contractor and not by the service contract between the contracting authority and the contractor. However, the annual leave entitlement of experts must not exceed 60 calendar days per year. Moreover, the contracting authority can decide when experts take their annual leave since this is subject to approval by the project manager, who will assess any such request according to the needs of the project while the contract is in progress. A day of annual leave is not considered to be a working day. See Articles 21 and 22 of the general conditions,
- 3) The fee rates for all experts must include: the remuneration paid to the experts, all the administrative costs of employing the relevant experts, such as equipment, relocation and repatriation expenses (including flights to and from the place of performance upon mobilisation and demobilisation as well as leave), accommodation, expatriation allowances, leave, medical insurance and other employment benefits given to the experts by the contractor. It shall also include any security arrangement except when this is exceptionally included under the incidental expenditure. Furthermore, the fees shall also include the margin, overheads, profit and support facilities.
- 4) The delivery mode of the expert's assignment is either on the place of performance or home based (see PRAG 2.5.5).

The CV of the Key Expert must be included in the tender and will be subject to evaluation.

6.1.2. Non-key experts

The profiles of the non-key experts for this contract are as follows:

- Expert consultant
- Administrative and clerical support

The contractor must select and hire other experts as required according to the requirements in the terms of reference and as described in the submitted organisation & methodology. It must clearly



indicate the category to which the experts' belong so that the applicable daily fee rate in the budget breakdown is clear. All experts must be independent and free from conflicts of interest in the responsibilities they take on.

The selection procedures used by the contractor to select these other experts must be transparent, and must be based on pre-defined criteria, including professional qualifications, absence of professional conflicting interests, language skills and work experience. The findings of the selection panel must be recorded. The selected experts must be subject to approval by the contracting authority before the start of their implementation of tasks.

Statements of Exclusivity and Availability for the non key experts are not required.

Expert consultant - Team of experts' profile and expertise

The Provider will present a consultant or set up a team of consultants with the professional qualifications, experience and jointly expertise necessary to carry out the tasks and requests as described in this tender according to the highest quality standards. There is no restriction as to the staff and experts' nationalities. The Contractor's structure shall ensure sufficient flexibility to adapt to changing workload and tight deadlines. The Contractor will ensure that the consultant or team of consultants is composed in accordance with the terms of his tender for the whole duration of the contract.

The Provider shall present a team of professionals with sufficient experience in the management of whistleblowing lines, audit, and investigation of allegations of fraud and corruption to be able to exercise professional scepticism in relation to the allegations, information and documentation processed during the performance of the tasks assigned to them. At least one expert should have a legal background and proven professional experience in the field of fraud, financial crime, and investigations. If the nature of the investigations so requires, other experts (such as, for example, a forensic psychologist, lawyers, technical analysts, etc.) may be contracted.

All experts must have a completed university studies of at least 3 years attested by a diploma/degree related to the area of work requested.

The team of experts is further expected to have good knowledge and experience in working autonomously with whistleblowing platforms and have an excellent command of the English language. Basic knowledge of French, Spanish and Arabic might be useful as some documents of the UfM as well as the reports of alleged misconduct received through the whistleblowing channel might be drafted in those languages. Proficiency in those languages is, however, not an essential requirement.

The "Key Expert's profile" (Annex IV) should not be submitted for non-key experts. However, the tenderer will have to demonstrate in their offer that they have access to experts fulfilling the minimum requirements. The composition of the team of experts and their CV's must be submitted to the UfM-OC upon acceptance of each Request for Services. The UfM-OC may request changes in



the composition of the proposed team if in their views, the proposed team do not possess sufficient expertise and/or do not comply with the necessary requirements for the task.

Certain tasks provided for in the contract may be entrusted to subcontractors, but the main contractor will remain fully liable towards UfM for the performance of the contract.

Where the investigation is performed by an external Investigating Officer as described under 3.2 Chapter IV of the UfM-OC RoP, the Support Unit will ensure proper coordination and inform the UfM-OC. The cost of the external Investigating Officer shall be part of the budget of this contract as described under point 4.3 below. The daily fee of the Investigator should be adjusted to that of the Key expert or other members of the team of experts depending on seniority and expertise.

Administrative and clerical support

In addition to the qualified team of experts, sufficient support staff should be available to provide clerical and administrative task as requested by the UfM-OC. The main tasks expected are keeping the agenda of the UfM-OC, preparing meetings (online or in person) and minute taking, organizing traveling as required, etc. However, other additional support services within the scope of these ToR may be requested by the UfM-OC.

Furthermore, the support staff would, under the supervision of the contract manager and following the guidelines of the UfM-OC, coordinate with whistleblowing application provider, EQS, for the payment of the applicable licence fees ensuring that the Integrity Line remains operative and is properly maintained.

The support staff must have sufficient organizational skills and an excellent command of the English language, including drafting skills. Neither a university degree nor previous experience is an essential requirement in this case.

The “Key Expert’s profile” (Annex IV) should not be submitted for non-key experts. However, the tenderer will have to demonstrate in their offer that they have access to experts fulfilling the minimum requirements. The name of the support staff must be communicated to the UfM-OC upon the acceptance of each assignment. The CV of the support may also be requested by the UfM-OC.

6.1.3. Support staff & backstopping

The contractor must make available an appropriate management and backstopping mechanism, quality control system, secretariat, and any other support staff that he considers as necessary to implement this contract.

Cost for other experts, backstopping and support staff, as required, must be included in the fee rates.

6.2. Office accommodation

Office accommodation of a reasonable standard and of approximately 10 square metres for each expert working on the contract is to be provided by the contractor.



6.3. Facilities to be provided by the contractor

The contractor must ensure that experts are adequately supported and equipped. In particular it must ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support their work under the contract and to ensure that its employees are paid regularly and in a timely fashion.

6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority / oversight committee as part of this service contract or transferred to the contracting authority / oversight committee at the end of this contract. Any equipment related to this contract that is to be acquired by the partner country must be purchased by means of a separate supply tender procedure.

6.5. Incidental expenditure

The provision for incidental expenditure, including the provision for expenditure verification, covers ancillary and exceptional eligible expenditure incurred under this contract. It cannot be used for costs that should be covered by the contractor as part of its fee rates, as defined above. Its use is governed by the provisions in the general conditions and the notes in Annex V to the contract.

The provision for incidental expenditure, including the provision for expenditure verification, will not be taken into account in the comparison of the financial offers.

All incidental expenditure incurred in the course of the contract as required by the Terms of Reference is to be invoiced at actual cost (per-diems are fixed flat rates and are considered actual costs). The reimbursement of actual costs shall include costs related to the payment of an incidental expenditure.

It may cover ancillary costs such as:

- Travel costs and subsistence allowances for missions, outside the normal place of posting, undertaken as part of this contract. If applicable, indicate whether the provision includes costs for environmental measures, for example CO₂ offsetting.
- Payment to EQS of the yearly fee for the maintenance and possible upgrade of the whistleblowing application, Integrity Line. Any upgrade and their costs must be previously agreed by the UfM-OC- The yearly fixed cost for the licence fee and maintenance of the application is at the of launching these ToR of approx. 3.000€. This figure depends on the actual cost as per the contract between UfM and EQS and may increase in line with the evolution of inflation rate in Spain or other factors.
- Fees for notary, legal, court, registration, or other related services.
- Translation fees
- Purchase of ancillary or minor equipment (e.g. hard drives, data storage devices, etc)
- Expenses for telecommunications, postage, courier services or secure data transfer
- Fees for access to specialized databases or publications necessary for research
- Banking and financial transaction fees.



- Expenditure verification

This list is non-exhaustive. Other cost, that prove necessary for the implementation of the contract will be procured through an independent procedure in accordance with the applicable procurement rules.

The provision for incidental expenditure for this contract is EUR 15,000.00. This amount must be included unchanged in the budget breakdown.

Travel costs

Per diem are daily subsistence allowances that may be reimbursed for missions approved by the UfM-OC and carried out by the contractor's authorised experts outside the expert's normal place of posting. The per diem is a maximum fixed flat rate covering daily subsistence costs. These include accommodation, meals, tips, and local travel, including travel to and from the airport. Per diem are payable on the basis of the number of hours spent on the mission and may only be paid in full or in half (no other fractions are possible). A full per diem shall be paid for each 24-hour period spent on mission. Half of a per diem shall be paid in case of a period of at least 12 hours but less than 24 hours spent on mission. No per diem should be paid for missions of less than 12 hours. Travelling time is to be regarded as part of the mission. Any subsistence allowances to be paid for missions undertaken as part of this contract must not exceed the per diem rates published on the website - https://international-partnerships.ec.europa.eu/funding/guidelines/managing-project/diem-rates_en - in force at the time of contract signature.

The contracting authority reserves the right to reject payment of per diem for time spent travelling if the most direct route and the most economical fare criteria have not been applied.

Prior authorisation by the contracting authority for the use of the incidental expenditure is required.

Expenditure verification

The provision for expenditure verification covers the fees of the auditor/practitioner in charge of verifying the expenditure of this contract in order for the contracting authority to check that the invoices submitted are due. The provision for expenditure verification for this contract is EUR 15,000.00. This amount must be included unchanged in the budget breakdown.

This provision cannot be decreased but can be increased during execution of the contract.

7. REPORTS

7.1. Reporting requirements

The reporting obligations and schedule below is tentative. Exact dates and reports to be delivered will be further defined by the UfM-OC after consultation with the Provider in the kick-off meeting.

Provider shall submit all reports in English in electronic version using MS Word / MS Excel or PDF formats.



For the purpose of the administrative monitoring of the contract by the UfM, the following reports shall be submitted:

Name of report and deliverables	Content	Time of submission
Inception report	Analysis of existing situation and work plan for the project, including revised methodology, maximum 3 pages	No later than 1 month from the kick-off meeting
Yearly summary report	On a yearly basis, a short summary of the tasks and activities carried out, including problems encountered and short and mid-term proposal to improve the functioning of the contract	No later than 1 month after each anniversary of the contract
Final report on the activities	Short description of maximum 5 pages summarizing main tasks and achievements, including problems encountered and recommendations.	No later than one month before the end of the contract.

Additionally, other specific reports may be requested by the UfM-OC as considered necessary related to the different activity blocks described in section 4 above. The purpose of these technical reports shall be monitoring by the UfM-OC content of the activities carried out by the Support Unit and its compliance with applicable RoP and as well as facilitating the report to the SOM.

7.2. Submission & approval of reports

All documents, reports and invoices must be submitted to the UfM-OC, who are collectively responsible for approving them. Invoices and other administrative documents related to the formal aspects of the contract shall be submitted to the UfM Legal Department after the approval of the UfM-OC to process payments and for accounting purposes.

8. MONITORING AND EVALUATION

8.1. Definition of indicators

The UfM-OC and the Provider will set a planning for the work in accordance with the UfM-OC RoP, which will be regularly reviewed. The agreed timeframes will be binding and the non-respect by the Provider will be considered as "breach of contract".

The Provider shall present in its offer a proposal of indicators and timeline for their achievement that will be subject to evaluation by the Evaluation Committee.

8.2. Special requirements

- The Provider shall provide telephone, email, and mobile contact points, allowing their availability during the period of implementation. Thus, the Provider shall be required to provide a proposal methodology.
- All written opinions and responses must be signed and validated by the relevant expert and the Key Expert, if not the same person.



- For important questions and subject to the urgency of the matter according to the UfM-OC criteria, responses shall be provided within the next working day, if possible.
- The Provider will be requested to sign a non-disclosure and data protection agreement for the implementation of the contract with the UfM. All experts accessing information related to the allegations and investigations and/or participating in meetings of the UfM-OC will be requested to sign a confidentiality agreement as laid down in the UfM-OC RoP.
- Any limitation, amendment, or denial of the terms of the contract will lead to outright rejection of the tender. Signature of the contract imposes no obligation on the UfM to sign specific Request for Services / Order Forms. Only implementation of the contract through signed Request for Services / Order Forms are binding on the UfM.

8.3. Sub-standard performance

If in the opinion of the UfM-OC, should it appear that e.g.

- the Provider is not respecting its contractual obligations, or
- its offers are frequently technically below expected standards, or
- its performance is frequently sub-standard,

this will be considered as a breach of its obligations under the contract and will be communicated by the UfM-OC to the UfM, who may consequently terminate the contract in line with the provisions of the General Conditions.

ANNEXES

- *Annex 1 - Statutes of the Secretariat*
- *Annex 2 - Headquarters Agreement*
- *Annex 3 - Code of Conduct and Anti-fraud and Anti-Corruption Policy*
- *Annex 4 - UfM-OC Rules of Procedure*
- *Annex 5 - Practical Guide for Processing Cases*
- *Annex 6 - Admin User Manual*
- *Annex 7 - Case Manager User Manual*
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