



## TERMS OF REFERENCE

### Law consultancy services Public International Law - 07 - PRO633LAD-2025

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## **1. BACKGROUND INFORMATION**

### **1.1. Beneficiary**

The Secretariat of the Union for the Mediterranean (UfMS, Secretariat) was established by 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. The Member States of the UfM are the 27 EU Member States and 16 countries of the Southern and Eastern Mediterranean.

The Statutes of the Secretariat were first adopted on the 3<sup>rd</sup> 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 (HQA) was concluded between the Secretariat and the Kingdom of Spain on 4<sup>th</sup> of May 2010, granting the Secretariat the privileges and immunities of an international organisation under the Spanish law, document attached as Annex 2. The UfMS and Spain are in negotiations for a possible update of the HQA.

The Secretariat also has its own Staff Regulations (SR) and Implementing Rules (IR) stating the various categories of personnel and the applicable conditions of employment, as well as a Code of Conduct and an Anti-fraud and Anti-Corruption Policy, documents attached as Annex 3. The SR and IR are currently under review and will most probably be updated shortly.

A Manual of Internal Procedures stating the rights and responsibilities of the UfMS staff towards the implementation of the UfMS activities first entered into force in 2013. The updated version currently in force was published on 22 October 2019, document attached as Annex 4.

In matters related to Public Procurement, the UfMS is subject to EU Rules and Regulations, namely EU Directive on Public procurement, and EU Financial Regulations. As guidelines and for all matters not regulated, the UfMS 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 PRAG.

Nowadays, the UfMS has approximately 75 staff members, divided into statutory positions, contracted staff, and seconded/diplomats from the Member States and partner institutions. In addition, the UfMS has an internship program in place that allows students to gain practical experience with the Secretariat.

### **1.2. Contracting Authority**

Secretariat of the Union for the Mediterranean (UfMS).



## **2. OBJECTIVE, PURPOSE & EXPECTED RESULTS**

### **2.1. Overall objective**

The UfMS requests the provision of external law consultancy services to assist the in-house Legal Services in questions related to institutional legal affairs, International Public Law and the Law of International Organizations.

### **2.2. Purpose**

The Provider shall support to the UfMS Legal Service's in institutional framework and organizational legal aspects of Secretariat (e.g., distribution of competences between bodies) and in international law questions concerning the day-to-day operations.

### **2.3. Results to be achieved by the Provider**

- To provide, upon request, law consultancy services in the fields of International Public Law, the Law of International Organizations and, when applicable, EU Law as requested by the in-house legal services.
- To carry out specific comparative legal studies with the legal framework of other comparable international organizations (to be determined) and provide legal advice on how to adapt the legal documents and procedures of the UfMS to international best practices.
- To support the UfMS in updating the structure and content of its policies, procedures, and templates, as indicated.
- To assist the UfMS in pre-litigation and litigation before international disputes resolution bodies, including mediation and arbitration procedures, such as ILOAT, International Court of Arbitration (ICC), etc. If required, to assist in pre-litigation before national courts.

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## **3. ASSUMPTIONS & RISKS**

The UfMS is an intergovernmental organization with international character and a strong political component. The applicable legal framework might not be evident at times, given rise to conflict of laws that require expert legal analysis. The political component as well as the intergovernmental character of the UfM Secretariat must always be taken into account when analysing legal questions and recommending actions.

## **4. SCOPE OF THE WORK**

### **4.1. General**

#### **4.1.1. Description of the assignment**

The aim is to support the in-house legal services in any legal question arising that may affect the work and institutional framework of the organization. The scope of this contract is to therefore to provide, upon request, law consultancy services in various fields of law focusing on including public international law and the law of international organizations and international organization's civil service. However, expertise in other areas of law might also be required.



Indicatively, following tasks might be targeted:

- **Institutional legal advice:** Advice on their application, interpretation, and potential update of institutional documents, rules, and policies, distribution of competences among bodies, etc.
- **Law of International organizations:** Review the existing internal legal and financial framework of the institution against that of other comparable international organizations (tbd) and advice and assist on the application, interpretation and update of UfM Rules, Regulations, Manuals, and Policies to adapt them to international best practices. Assist on staff-related claims considering applicable staff regulation and the principles of international civil service.
- **Public International Law:** General legal advice on matters of public internal law (whether international agreements, customary international law, or case law of the ICJ and other international tribunals) which may affect the status and work of the UfM. This may include questions related to the application of the privileges and immunities of the organization and its staff members, conflicts of law with national legislations and the negotiation and interpretation of internal agreements signed by the UfMS.
- **EU law:** Analysis and advise on EU legislation and relevant case law as far as applicable to the UfM due to its nature and the requirements of the EU Operating Grant. The main fields of EU law affecting the work of the UfMS include but are not limited to public procurement (the UfM uses EU Directive on Public procurement and the PRAG as guidelines), Data Protection (mainly GDPR), and Project related rules (PRAG, Vademecum).
- **(Pre-)litigation:** Advice in the (pre-)litigation stages of international dispute resolution procedures (negotiation, mediation, arbitration, etc) such as arbitrations procedures mainly before the ILOAT and ICC.

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The Provider will be expected to prepare all relevant primary and secondary documentation (reports, policy documents, regulations, licenses, etc.), and to conduct discussions with the relevant UfMS staff members. The Provider will be expected to propose, in their Technical Proposal, a methodology for providing the consultancy services and, specifically, for undertaking the tasks described below.

4.1.2. Geographical area to be covered

N/A

4.1.3. Target groups

N/A

#### 4.2. Specific activities

The legal advice in the abovementioned fields of law shall be provided as follows:

- Written support: Most of the legal advice would be requested to be delivered in writing. This could include, inter alia, drafting of legal opinions and comparative studies; reviewing and



drafting of UfMS regulations, policies, contract clauses, and similar documents, emails replying to legal questions e.g., on the interpretation of a specific norm or any other legal question as requested by the in-house legal services.

- **Oral support:** in certain cases (e.g., for urgent questions or minor interpretative questions that do not require an extensive legal analysis, participation in meeting or contributions to discussions), the provision of advice might be requested to be delivered orally (e.g., phone calls, videoconference, etc.).

Unless otherwise requested by the UfMS, any time a document is required as a deliverable, it shall be presented in electronic copy either in MS Word/Pdf or in MS PowerPoint format as appropriate.

UfMS may publish the results of the advice and any other deliverables. For this purpose, the Provider must ensure that there are no restrictions based on confidentiality and/or intellectual property rights, including from third parties.

Providers' support and all deliverables shall be provided in **English**.

#### **4.3. Estimated volume and budget**

The estimated total maximum budget is **EUR 150,000.00 (one hundred and fifty thousand)**, exclusive of VAT, for a period of 3 years, i.e., approx. **EUR 50,000.00 per year**. The expenditure will be distributed in accordance with the UfMS needs and might therefore not be evenly distributed among the three years' period.

This figure is only indicative and represents the **maximum possible expenditure**. It is not binding on the UfMS as future purchase. The expenditure request will be subject to the needs and budgetary availability of the UfM Secretariat.

The UfMS estimates that a total of 250 hours of law consultancy services will be requested in the 3 years' contract period.

#### **4.4. Project management**

##### **4.4.1. Contracting Authority**

Secretariat of the Union for the Mediterranean

##### **4.4.2. Responsible body**

The contract will be managed on a day-to-day basis by the members of the UfMS Legal and Administration Department.

##### **4.4.3. Management structure**

The project progress will be managed by the Legal Officer, who will supervise the work of the Provider (Project Manager).



## **5. LOGISTICS AND TIMING**

### **5.1. Location**

Services may 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. In particular, 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, UfMS 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 in the UfMS' premises. All cost foreseen in the performance of the project, including travel costs to/from UfMS 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 the **February 2026** and the period of implementation of the contract will be 36 months 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**

The Provider will set up a team with the experience and know-how 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 Contractors structure shall ensure sufficient flexibility to adapt to changing workload and tight deadlines. The Contractor will ensure that the team is composed in accordance with the terms of his tender for the whole duration of the contract.

For the proposed team, tenderers are invited to provide the CVs of the following profiles as examples of the staff to be mobilised. Statements of Exclusivity and Availability for the experts are not required.

### **6.2. Team members and key position profiles**

#### **➤ Team of experts**

The Provider shall be capable of mobilising a team of experts with the expertise necessary to meet the needs of this assignment and based on the requirements as stated above.



The team of experts are expected to have jointly a very good knowledge of relevant International Public Law, with special focus in the law applicable to international organizations (see above "scope of the work"), and EU Law to the extent these areas affect the work and status of international organizations and their personnel.

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

All experts must have a completed university studies of at least 3 years attested by a diploma/degree in Law and licenced to practice law in accordance with applicable legislation of their country of origin.

The team of experts is further expected to have good knowledge and experience in working autonomously with Microsoft Office working environment applications (such as Outlook, SharePoint, Internet Explorer and PowerPoint) and other widely used IT applications (such as Firefox browser) and an excellent command of the English language. Basic knowledge of French, Spanish and Arabic might be useful as some documents of the UfM might be drafted in those languages. Proficiency in those languages is, however, not an essential requirement.

The Provider will be requested to provide in its financial offer the hourly rate, of each advisor.

➤ **Key expert (KE)**

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The Key Expert (KE) shall be responsible for the quality of the work delivered and the legal advice provided, and for signing the studies or legal opinions requested by the UfMS.

He/she shall also be 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 the tasks. In all replies to the Requests for Service as per point 7 below, a tentative distribution of work between the different Advisors and their hourly rate/daily rate must be included.

The **CV of the PA must be included in the tender and will be subject to evaluation.**

**6.3. Other experts, support staff & backstopping**

CVs of other experts should not be submitted in the tender. The KE shall be responsible for selecting and hiring other experts as required according to the needs. The selection procedures used by the Provider to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience.

The Provider 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, are considered to be included in the financial offer.





#### 6.4. Incidental expenditure

The provision for incidental expenditure 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. It covers:

- 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 CO<sub>2</sub> offsetting.
- Any other expenditure necessary to carry out the work as requested by UfM's Project manager, shall be limited exclusively to notary, arbitration, court fees or similar, translation of documents, etc. This expenditure shall be subject to prior authorization by UfM Project manager and will be reimbursed to the provider once invoiced.

The provision for incidental expenditure for this contract is EUR 5,000.00.

Per diem are daily subsistence allowances that may be reimbursed for missions foreseen in these terms of reference or approved by the Contracting Authority, 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. Taxi fares are therefore covered by the per diem. Per diem are payable on the basis of the number of hours spent on the mission. Per diem 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 - [http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems\\_en](http://ec.europa.eu/europeaid/funding/about-calls-tender/procedures-and-practical-guide-prag/diems_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.**

#### 7. IMPLEMENTATION OF THE CONTRACT

The contract will be implemented through **specific Requests for Services / Order Forms**, to be issued over the period of validity of the contract.

The specific Request for Service (RfS) / Order Form will describe the tasks and/or services needed. If further clarification is needed, especially when provision of specific studies is required, the Provider





will receive additional information on the concrete aspects to be analysed and on which the legal advice should be focused.

The individual assignments will be implemented on the ground of specific hours' quotations, as all-inclusive service, prepared on the basis of the service requested by the UfMS. Thus, the Provider shall receive from the UfMS a request to submit via e-mail a quotation of hours for each consultation services in which a tentative distribution of work between the different Advisors and their hourly rate is detailed, together with the related requirements/information. The Provider, based on its Financial Offer, shall within the next 24 hours upon receipt of the request sent the described quotation of hours' proposal that will serve the UfMS to issue the relevant Request for Service / Order Form of the specific service, as a fixed all-inclusive service.

Within 24 hours of a Request for Service / Order form being sent by the UfMS to Provider, the UfMS shall receive back a scanned copy of the same duly signed. 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.

## **8. MONITORING AND EVALUATION**

### **8.1. Yearly assessment**

The Provider shall include in its technical offer planning for the work, which can be adapted as necessary in agreement with the UfMS. The UfM and the provider will strive to have a yearly meeting to assess the functioning of the contractual relation and seek improvements if necessary.

### **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 PA.
- For important questions and subject to the urgency of the matter according to the UfMS criteria, responses shall be provided within the same day or next working day.
- The agreed timeframes will be binding and the non-respect by the Provider will be considered as "breach of contract".
- The Provider will be requested to sign a non-disclosure and data protection agreement for the implementation of the contract with the UfMS.
- 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 UfMS to sign specific Request for Services / Order Forms. Only implementation of the contract through signed Request for Services / Order Forms are binding on the UfMS.

### **8.3. Sub-standard performance**

At the level of the UfMS, should it appear that e.g.

- the Provider is not respecting its contractual obligations, **repetitively not making quotations in due time for the Ad Hoc Service, or**



- its offers are frequently technically below expected standards, or
- its performance is frequently sub-standard, including not respecting agreed timelines.

this will be considered as a breach of its obligations under the contract. The UfMS may consequently terminate the contract in line with the provisions of the General Conditions.

**IMPORTANT NOTE:**

*Although intended to cover a broad range of available legal expertise, this contract shall not give any exclusivity to the Provider to serve all legal advice and support needs of the UfMS and the latter shall use at its own discretion other consultants on a case-by-case basis to procure advice and/or studies on specific issues in any particular area of law.*

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