



TERMS OF REFERENCE

Provision of Legal Consultancy Services in All Areas of Spanish Law - 29 - PRO666LAD-2026

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1. BACKGROUND INFORMATION

1.1. Beneficiary

The Secretariat of the Union for the Mediterranean (UfMS, Secretariat) was created by 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.

The Statutes of the Secretariat were first adopted on the 3rd 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 4th of May 2010, granting the Secretariat the privileges and immunities of an international organisation under the Spanish law, document attached as Annex 2. In 2025, a new updated HQA was concluded to with Spain which is foreseen to enter into force in 2026.

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 current framework is undergoing a comprehensive review. New, updated SR are expected to enter into force in 2027.

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A Manual of Internal Procedures states the rights and responsibilities of the UfMS staff towards the implementation of the UfMS activities, 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 around 70 staff members. In addition to the 7 statutory positions (1 Secretary General and 6 Deputies Secretary General), the staff is composed of contracted staff and seconded/diplomats from the Member States of the Union for the Mediterranean 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 requires the provision of external law consultancy services to assist the in-house Legal Services in all areas of Spanish law, including international and EU law as integral component of



Spanish legal system. Notwithstanding privileges and immunities applicable to the organization and its personnel under the HQA, the services shall cover pre-litigation and/or litigation i before local Courts and mediation, conciliation or arbitration bodies.

2.2. Purpose

The selected contractor shall provide legal support to the UfM's in-house legal services in relation to any legal matter involving Spanish law, including those arising from the application of the UfM Headquarters Agreement

2.3. Results to be achieved by the Provider

The Contractor shall, upon request, provide legal assistance in relation to legal questions. This shall include the preparation of reports, legal opinions, draft contracts, and other legal documents, as well as the provision of legal advice as required.

3. ASSUMPTIONS & RISKS

The selected contractor shall demonstrate an understanding of, and take into account, the international character of the UfM as an intergovernmental organisation, including the privileges and immunities applicable to it. Furthermore, the contractor shall be familiar with the politically sensitive environment in which the UfM operates, as well as with the various areas of law that may be applicable, including European Union law, public international law, and Spanish law, with a particular focus on labour and social security law.

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4. SCOPE OF THE WORK

4.1. General

4.1.1. Description of the assignment

The assignment consists of the provision of comprehensive legal consultancy services to support the UfM's in-house legal services on matters involving Spanish law, including issues arising from the application of the UfM Headquarters Agreement. The contractor shall provide legal advice, draft legal documents, and deliver timely and informed support, taking into account the UfM's status as an international organisation and the applicable legal framework, including EU and public international law.

4.1.2. Geographical area to be covered

N/A

4.1.3. Target groups

N/A

4.2. Specific activities

The Provider shall provide legal advice in the abovementioned fields of law 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, benchmark studies, agreements, lawsuits, etc.



- Oral support: in certain cases (e.g., for urgent questions or issues 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, unless otherwise agreed.

4.3. Estimated volume and budget

The estimated total maximum budget is **EUR 150,000.00**, exclusive of VAT, for a **period of 3 years**. The expenditure will be distributed in accordance with the UfMS needs and might therefore not be evenly distributed among the contract's period. The UfM anticipates that most of the consumption will take place in 2027.

This figure is only indicative and represents the maximum possible expenditure. It is not binding on the UfMS as future purchase.

The UfMS estimates that a total of **250 hours** of law consultancy services will be requested.

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 UfMS Legal and Administration Department, particularly the Legal Officer.

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.



5.2. Commencement date & Period of implementation of tasks

The intended commencement date is **15 October 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

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 able to provide input 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 on any potential interference or conflict of interest of the proposed expert in his/her function as expert and his/her present or previous functions working as civil servant. Moreover proof should be submitted that the expert is seconded or on personal leave.

The selection procedures used by the contractor to select the experts who provide input to the contract 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.

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 Provider's structure shall ensure sufficient flexibility to adapt to changing workload and tight deadlines. The Provider 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 profiles of the following profiles as examples of the staff to be mobilised. Statements of Exclusivity and Availability for the experts are not required.

6.1.1. Team members and key position profiles

The Provider shall present and propose a team leader who coordinates the team of experts which together, has the appropriate expertise necessary to meet the needs of this assignment. The team of experts shall be composed of two categories linked to their minimum professional experience and position in the law firm as per table below.

Profile	Years of experience	Position
Principal advisor (PA)	At least 10 years	Partner/ Senior Associate
Junior advisor (JA)	At least 5 years	Associate

The team of experts shall collectively possess excellent knowledge of relevant public international



law, with a particular focus on the law applicable to international organisations (as outlined in the scope of work), as well as European Union law and Spanish law, particularly in the areas of taxation, labour, and social security. It is expected that the legal opinions delivered may be subject to internal peer review by other experts within the Contractor's organisation. All experts shall be duly licensed to practise law in Spain.

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 and Spanish language. Basic knowledge of French 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.

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.

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

➤ **Key expert: Principal Advisor (PA)**

The Principal Advisor (PA) 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.

6.1.2. Other experts, support staff & backstopping

CVs for experts other than the PA proposed should not be submitted in the tender. The PA shall be responsible for selecting and entrusting tasks to 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.

6.2. Office accommodation

Office accommodation for each expert providing input to the contract is to be provided by the



contractor.

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.

6.3. Facilities to be provided by the contractor

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.

6.4. Equipment

No equipment is to be purchased on behalf of the contracting authority / partner country as part of this service contract or transferred to the contracting authority / partner country at the end of this contract. Any equipment related to this contract which 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 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 CO₂ offsetting.
- Fees for notary, legal, court, registration, or other related services
- Translation fees with prior acceptance of the Project Manager
- Expenses for telecommunications, postage, courier services or secure data transfer
- Fees for access to specialized databases or publications necessary for research

The provision for incidental expenditure for this contract is EUR 10,000.00.

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 - https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-intervention/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 not required, except where indicated.

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 / Order Form will describe in detail the tasks and/or services needed. If further clarification is required, 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 via e-mail a Request for Service / Order Form. The Provider, based on its Financial Offer, shall within the next 24 hours upon receipt of the request sent back a duly signed scanned copy the Request for Service / Order describing the quotation of hours' proposal of the with a tentative distribution of work between the different Advisors and their hourly rate, together with the related requirements/information.

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. REPORTS

8.1. Reporting requirements

N/A

8.2. Submission & approval of reports

N/A.



9. MONITORING AND EVALUATION

9.1. Definition of indicators

The UfMS and the Provider will set a planning for the work, which will be regularly checked. The agreed timeframes will be binding and the non-respect by the Provider will be considered as "breach of contract".

9.2. 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 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.

9.3. 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,

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.