

**ORGANISATION FOR ECONOMIC CO-OPERATION  
AND DEVELOPMENT**

**CALL FOR TENDERS  
100001411**

**The provision of a common data transmission system**

**The deadline date for the receipt of Tenders is Friday 27<sup>th</sup> November 2015 at 10.00AM (Paris time)**

The OECD brings together the governments of [countries committed to democracy and the market economy](#) from around the world to:

- Support sustainable economic growth
- Boost employment
- Raise living standards
- Maintain financial stability
- Assist other countries' economic development
- Contribute to growth in world trade

The OECD also shares expertise and exchanges views with more than **100 other countries and economies**, from [Brazil](#), [China](#), and [India](#) to the least developed countries in Africa.

#### **Fast facts**

**Established:** 1961

**Location:** Paris, France

**Membership:**

34 countries

**Budget:** EUR 357 million (2014)

**Secretariat staff:** 2 500

**Secretary-General:**

[Angel Gurría](#)

**Publications:**

250 new titles/year

**Official languages:**

English/French

#### **Monitoring, analysing and forecasting**

For over 50 years, the OECD has provided statistical, economic and social data comparable with the most important and most reliable in the world. In addition to its collection of data, the OECD monitors trends, analysis, and forecasts economic developments. The Organisation studies changes and developments in trade, environment, agriculture, technology, taxation and more.

The Organisation provides a setting where governments can compare their experiences in developing public policies, seek answers to common problems, identify good practices and coordinate both domestic and international policies.

#### **Enlargement and Key Partners**

OECD member countries agreed to open accession discussions with Colombia and Latvia in 2013, and with Costa Rica and Lithuania in 2015.

The Organisation is also reinforcing its engagement with its Key Partners – South Africa; Brazil, China, India and Indonesia.

#### **Publishing**

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Publications are available through the Online Information System (OLIS) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library and through the Online Bookshop for individuals who wish to browse titles free-of-charge and to buy publications.

## ***PART I: INSTRUCTIONS TO TENDERERS***

### ***ARTICLE 1 - PURPOSE AND OBJECT OF THE CALL FOR TENDERS***

The OECD is issuing this Call for Tenders (CFT) with a view to sourcing a secure and cost-effective Common Transmission System (CTS) which tax authorities from across the world can use to exchange tax information on a bilateral basis.

Each tax authority will directly access and use the CTS to transmit tax information with each other. However, the OECD is looking to conclude an agreement with a third-party supplier for the supply of the CTS. The OECD would then also conclude agreements with each user (the tax authorities) in relation to the use of the CTS. These user agreements would include the payment of fees by the users for the use of the CTS, which would then be passed on to the supplier. The objective of this CFT is to conclude the agreement for the supply of the CTS for a maximum period of 5 years.

The CTS project has been broken down into several Tasks to ensure Tenderers follow a common structure for responses to this CFT. The intention is to identify a single Tenderer who can provide an end-to-end service comprising of all the following Tasks:

- Task 1: Project management and organisation
- Task 2: Build and test the CTS
- Task 3: Launch, run, maintain and evolve the CTS

See Part III for a detailed description of the CFT response framework.

Unless specifically noted by the Tenderer, replying to this CFT implies on the behalf of the Tenderer that the solution proposed will satisfy all requirements. Tenderers must note any requirements which cannot be met in their proposal.

As set out in the timeframe contained in Article 6 of Part II below, the first transmissions of information between tax authorities must take place by September 2017 at the latest.

### ***ARTICLE 2 - TERMS AND CONDITIONS OF THE CALL FOR TENDERS***

#### ***2.1 Composition of the Call for Tenders***

The documentation relating to the Call for Tenders includes the following parts:

- Part I: Instructions to Tenderers and their Annex
- Part II: Terms of Reference
- Part III: Call for Tenderers Response Framework and its Excel questionnaire and financial proposal worksheets
- Part IV: Minimum General Conditions for OECD Contracts

## ***PART I: INSTRUCTIONS TO TENDERERS***

### **2.2 Tenders**

All Tenders will be treated as contractually binding for the Tenderer and the Tenderer shall consequently issue in response to this Call for Tenders a Letter of Application dated and signed including all the provisions set out in clause 3.2 below.

### **2.3 Duration of Tender validity**

Tenders shall remain valid for [two hundred and seventy (270) calendar days], as from the deadline for receipt of Tenders.

### **2.4 Additional information**

Should any problems of interpretation arise in the course of drawing up the Tender documents, Tenderers may submit their questions to [jerome.reverchon@oecd.org](mailto:jerome.reverchon@oecd.org) , no later than 10 calendar days before the deadline for the receipt of Tenders. [Answers will be provided x days in advance of the deadline for the receipt of Tenders.] All Tenderers will be advised of the answers given to such questions.

### **2.5 Acceptance and rejection of Tenders**

There is no commitment on the part of the Organisation to accept any Tender or part thereof that is received in response to the Call for Tenders.

The OECD reserves the right:

- To accept Tenders with non-substantial defects
- To reject Tenders received after the deadline for receipt of Tenders, without indemnity or justification.

### **2.6 Modification or cancellation of Call for Tenders**

The Organisation reserves the right to modify or cancel all or part of the Call for Tenders, should the need arise, without having to justify its actions and without such action conferring any right to compensation on Tenderers.

### **2.7 Partnerships**

Partnerships must jointly meet the administrative requirements set out in the Call for Tenders. Each partner must also meet full requirements individually.

### **2.8 Extension of the deadline for receipt of Tenders**

The OECD reserves the right to extend the deadline for receipt of the Tenders. In that case, all the Tenderer's and Organisation's rights and duties and in particular Article 2.3 above will be subject to this new deadline.

## **PART I: INSTRUCTIONS TO TENDERERS**

### **2.9 Expenses**

Tenders are not paid. No reimbursement of expenses related to the preparation of any Tender will be made by the OECD.

### **2.10 Confidentiality**

The Call for Tenders and any further information communicated to the Tenderer or which come to his knowledge in the course of the Call for Tenders and the performance of the work, are confidential and are strictly dedicated to the purpose of the Call for Tenders. The OECD reserves the right to have all material returned at the end of the Call for Tenders process.

<b>ARTICLE 3 - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS</b>
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### **3.1 Tender presentation and conditions for submission**

Tenders shall be entirely drafted **in English** and shall be **received** by the Organisation:

Before the deadline date: **Friday 27<sup>th</sup> November 2015 at 10.00PM** (Paris time)

- In 2 paper copies and one electronic version (e.g. USB Key):
- In a double anonymous envelope bearing the words:

*« NE PAS OUVRIR par le service courrier  
Appel d'Offres n ° 100001411 »*

**To the following address:**

**OECD  
EXD/PBF/CPG  
To the attention of Jérôme REVERCHON/ Central Purchasing Group  
2 rue André Pascal  
75775 Paris Cedex 16  
FRANCE**

Tenders which are received after the deadline for receipt specified above as well as Tenders which do not fully comply with the requirements, may be rejected.

Tenders sent by e-mail or fax shall be systematically rejected even if they have also been sent in paper format (hard copy).

### **3.2 Contents of the Tender**

The Tenderer must provide:

- A Letter of Application, signed by the Tenderer, confirming the following:

## ***PART I: INSTRUCTIONS TO TENDERERS***

- All the elements of the offer are contractually binding;
- That the person signing the offer does have the authority to commit the Tenderer to a legally binding offer;
- That the Tenderer accepts all of the Minimum General Terms and Conditions without any modification. If there is an exception, please state the exception and the rationale for that exception;
- That the Tenderer, or each of the partners in the case of a partnership, have fulfilled all its legal obligations with regards to tax declarations and payments in its home country and must supply all the requisite certificates to that effect;
- Moreover, the Tenderer shall provide, to the extent possible and where applicable, certificate(s) identifying the Tenderer, including its name, legal form, address, registration number or equivalent, date founded, areas of activity and number of employees;
- The signed Declaration detailed in Annex to these Instructions to Tenderers.

Please note that the Tenderer, *should it be shortlisted*, will be asked to provide the following:

- Any relevant existing agreements with intermediaries or third parties;
- Financial information for the last three (3) years
- Proof of completed legal obligations with regards to tax declarations and payments in its home country and all the requisite certificates to that effect;

### **3.3 Financial conditions**

Prices quoted must include everything necessary for the complete execution of an eventual contract (insurance, transport, guarantees). There should be a breakdown of the provided price quote(s) for each of the necessary items of the contract. Charges for items essential to execution of the contract and not identified in the Tender will be borne by the Tenderer.

## ***ARTICLE 4 – INTERVIEWS AND QUERIES***

The Organisation reserves the right to organise interviews and request the Tenderers to specify the content of their Tenders.

The Tenderer must respond to any queries from the Organisation on the content on the Tender within [x] days of receiving the questions.

## ***ARTICLE 5 – SELECTION CRITERIA***

The criteria for Tenderer selections are as follows:

***PART I: INSTRUCTIONS TO TENDERERS***

- Quality of the proposal with respect to all the project, functional and service requirements as set out in the Terms of Reference, with a key focus on including the security of the proposed CTS and safeguarding of the data. **(30%)**
- Ability of the Tenderer to meet the required timeline, including effective mitigation strategies against any risk of delays. **(30%)**
- Overall cost. **(30%)**
- Financial, managerial soundness and experience of the Tenderer, or the leading partner in the case of a partnership, judged on the basis of accounting documents and Tenderer's previous experience/references. **(10%)**

<p><b><i>ARTICLE 6 - INFORMATION TO TENDERERS</i></b></p>
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All Tenderers will be informed, whenever possible, of the decision taken on their Tenders.

I acknowledge and understand the terms of the Instructions to Tenderers and accept to conform myself to those terms if (insert the name of the entity) ..... is selected to conduct the contract.

**PART I: INSTRUCTIONS TO TENDERERS**

<b>Annex</b>
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**Declaration  
Call for Tenders n°100001411**

As part of the offer in response to the OECD call for Tenders n°100001411, the Tenderer (company or individual) declares on oath the following:

- That it is not bankrupt or being wound up, is not having its affairs administered by the courts, has not entered into an arrangement with creditors, has not suspended business activities, is not the subject of proceedings concerning those matters, and is not in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- That it has not been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- That it has not been the subject of a judgment which has the force of *res judicata* for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the financial interests of the OECD, its members or its donors;
- That it is not guilty of misrepresentation in supplying the information required as a condition of participation in this call for Tenders or fail to supply this information;
- That it is not subject to a conflict of interest;
- That it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept any advantage, financial or in kind, to or from any party whatsoever, constituting an illegal practice or involving corruption, either directly or indirectly, as an incentive or reward relating to the award or the execution of the Contract;
- That its employees and any person involved in the execution of the work to be performed under the present Call for Tenders are regularly employed according to national laws to which it is subject and that it fully complies with laws and regulations in force in terms of social security and labor law.

I, the undersigned, ..... on behalf of the company ....., understand and acknowledge that the OECD may decide not to award the contract to a Tenderer who is one of the situations indicated above. I further recognise that the Organisation may terminate for default any contract awarded to a Tenderer who during the award procedure had been guilty of misrepresentation in supplying, or fail to supply, the information requested above.

The .. / .. / ..

Signature



## ***PART II: TERMS OF REFERENCE***

### ***ARTICLE 1 – BACKGROUND AND CONTEXT***

As the global economy becomes increasingly integrated and taxpayers of all kind have even more cross border transactions, tax authorities from across the world are increasingly turning to the exchange of information between each other in order to help ensure tax compliance.

The exchange of information for tax purposes has long existed in various forms, from the exchange of information on request on a case-by-case basis to the regular and automatic exchange of pre-defined information. However, recent events have seen a very large number of jurisdictions commit to much greater levels of tax information exchange on a regular and systematic basis.

In 2014 the OECD, working with G20 countries, published a new international standard in the automatic exchange of information (AEOI), specifically relating to the exchange of financial account information - [\*the Standard for Automatic Exchange of Financial Account Information in Tax Matters\*](#) (the “Standard”).

The Standard requires the collection by tax authorities of information on assets held by domestic financial institutions for taxpayers (individuals and entities) resident abroad, which is then subsequently exchanged on an annual basis with the relevant tax authorities abroad. The Standard includes a pre-determined XML format that must be used to prepare the information prior to transmission and requirements that the data is kept confidential and encrypted during transmission.

Currently, 56 jurisdictions have committed to implement the Standard to a timetable that would see the first annual exchanges of information commence by September 2017. A further 38 jurisdictions have committed to begin exchanging information by September 2018 (see [here](#) for a complete list of the jurisdictions).

In order to facilitate the successful and efficient delivery of these commitments the OECD, working through the [Forum on Tax Administration](#) and consulting over 120 jurisdictions in total, is looking to put in place a common global solution for tax authorities to bilaterally transmit the information between each other: the Common Transmission System (CTS).

### ***ARTICLE 2 – HIGH-LEVEL OBJECTIVES AND KEY CHARACTERISTICS OF THE COMMON TRANSMISSION SYSTEM***

The high-level objectives for the CTS are as follows:

1. To deliver a solution for the transmission of information between tax authorities in a secure, standardised and accessible way. This includes a centralised function to ensure conformance with the transmission requirements and a solution that can be efficiently and effectively up-scaled and upgraded over time (whether to other types of information or other methods of exchange, i.e. information requested on a case-by-case basis).
2. To facilitate the delivery of the commitments made to begin automatically exchanging information to particular timetables through addressing the complexities associated with

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jurisdictions putting in place multiple bilateral transmission solutions, particularly for those jurisdictions that lack capacity or experience in relation to the automatic exchange of information.

3. To provide a mechanism to pool resources and ensure cost-effectiveness.

In terms of the business model for the CTS, each tax authority will directly access and use the CTS (and its support services) to exchange tax information with each other. The OECD would, however, conclude a central agreement with a third-party supplier for the supply of the CTS. The OECD would then also conclude agreements with each user (the tax authorities) in relation to the use of the CTS, including charging and collecting the usage fees. The objective of this CFT is to conclude the agreement for the supply of the CTS.

Where Tenderers believe that to deliver the objectives of the CTS it would be more cost effective or appropriate for any of the requirements to instead be delivered by another party (i.e. the OECD or another third-party), or even for any of the requirements to be altered, they should set this out alongside their proposal that fulfils all the requirements. Such Tenderer-included items may or may not be deemed relevant during the selection process.

### ***ARTICLE 3 – ASSUMPTIONS***

Tenderers must use the following assumptions when developing a response to this CFT:

1. The first use of the CTS will be for those jurisdictions adopting the Standard. The Production Environment of CTS must therefore be available by September 2017. The CTS will subsequently be available for use by other jurisdictions as well as for other information exchange processes, such other areas of the automatic exchange of information and the exchange of information on request (ad hoc requests for information responded to on a case-by-case basis).
2. There will be approximately 56 jurisdictions using the CTS in 2017, with approximately 94 jurisdictions using the CTS by 2018 (albeit with up to 28 jurisdictions accessing the CTS through the regional hub used in the European Union). We would expect this to translate into an average of 250,000 transmissions per year initially with additional transmissions taking place as other types of exchanges are incorporated.
3. Each jurisdiction will have on average between 5 and 20 individual users of the CTS.
4. Helpdesk support will be required for on average user population of between 500 and 2,000 users.
5. Transmissions of up to 250MB (compressed) are expected.
6. Up to 25% of users may be active on the CTS at one time, although this could be higher at peak times.
7. Data will be encrypted throughout the transmission process (in addition to the transmission pathway itself being encrypted), with the encryption and decryption of the data taking place outside the system.
8. All jurisdictions will be both senders and receivers of transmissions within the CTS.

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9. There shall be an agreed upon set of security rules and procedures for background investigations of persons administering the CTS.

### ***ARTICLE 4 – GENERAL BUSINESS RULES***

1. Prior to the submission of data, the CTS provider must be contractually obligated, and the necessary policies and agreements (e.g., between the sender and the recipient of the data) must be in place, to ensure the legal protection of the data transmitted.
2. On the receipt of any request to disclose information in relation to or transmitted using the CTS from a person who is not the owner of the information as specified under the agreements described above, there shall be a contractual obligation on the supplier to notify and obtain approval from the owner of the information prior to disclosing that information.
3. There shall be a commonly agreed policy towards the required standards for warranting confidentiality, integrity and non-repudiation of data transmissions through the system.
4. The files to be sent through the system shall be subject to agreed-upon common file format and preparation rules.
5. There shall be an agreed upon protocol for the metadata (the message envelope).
6. A standard schema must be agreed to exchange technical feedback information in relation to the transmission itself and included as acceptable file format.

### ***ARTICLE 5 – FUNCTIONAL AND SERVICE REQUIREMENTS***

The high-level description of the functional requirements below is intended to provide insight into the solution being sought. Tenderers must respond to the detailed questions in the accompanying CTS requirements questionnaire, and provide a detailed proposal structured in accordance with Part III: The Call for Tenders Response Framework.

#### ***5.1 Security requirements***

1. The CTS shall ensure that transmission takes place through a secure encrypted pathway and the CTS shall comply with the pre-defined required encryption standards.
2. Data transmitted must be kept confidential throughout the transmission process with measures in place to ensure the integrity of the data and for non-repudiation.
3. Data containing personally identifiable sensitive information must be encrypted, prior to being uploaded into the CTS.
4. The CTS shall ensure that only encrypted data (the format of which is to be immaterial to system) may be transmitted. The CTS shall immediately delete or reject any unencrypted file that is uploaded in error.
5. The supplier of the CTS shall not have access to the data that is encrypted (aside from the metadata); only the sender and the receiver shall have access to the data that is encrypted.

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6. Only the sender of the data can specify who the recipient of the data is, and only the intended recipient can decrypt the data once downloaded.
7. The end-users and the contractor (including any subcontractor) employees will be required to sign non-disclosure agreements.

### **5.2 System requirements**

8. The CTS shall identify the sender and the recipient of the data.
9. The CTS shall be available internationally.
10. The CTS shall be available 24 hours a day and 7 days a week, subject to scheduled maintenance phases notified in advance.
11. The CTS shall generate an automated message to all jurisdictions in the event of an unexpected outage.
12. The CTS shall have the capacity of being interoperable with other IT-networks, for example a regional hub. In this scenario the operator of the hub would be responsible for sending and receiving the information between the users of the hub, via the CTS, to other users of the CTS. The hub operator would have no access to tax information. All of the file preparation requirements, such as the file encryption, would remain with the sending jurisdiction.
13. The CTS shall allow both browser-based and system-to-system uploading and downloading of files. Each user shall be able to use either method independently of their exchange partners and be able to use both methods interchangeably.
14. The CTS shall allow transmission of data by uploading by the sender, which would then either be sent directly to the recipient (the push model) or a downloaded on demand by the recipient (the pull model).
15. The CTS shall only store the data for pre-defined minimal file retention periods required to complete the transmission process in case a recipient opts for the pull model.
16. The CTS shall have the capability of accommodating transmissions of up to a size of 250 MB (compressed).
17. The CTS shall only accept files that have pre-defined metadata characteristics.
18. The CTS shall provide notifications to the users, including in relation to transmission status and the availability of files for retrieval.
19. The CTS shall delete any files or parts of a file in the case of a transmission error. In such case, the CTS shall notify both sender and intended recipient that there has been an error, the nature of the error and the file's deletion.
20. The CTS shall allow the use of open standards and make use of proven technology.

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21. Ongoing testing environment(s) to test the CTS will need to be provided, including for jurisdictions to test the end to end functioning of the CTS.

### **5.3 *User access and configuration requirements***

22. The CTS shall verify the identity of users and shall ensure that access is to be limited to authorised users (i.e. identity and access management).
23. The CTS shall support both system-to-system based authentication and individual user authentication.
24. Access to the CTS shall be available to users on a self-service basis (independently from their respective work stations), with tax administrations having the possibility to add further users within their organisation.
25. Authorised users must be able to access the CTS at any time, with the exception of the maintenance times.
26. Authorised users shall be able to transmit and receive files at any given time and on a self-service basis.
27. The CTS shall allow user configuration for access to the system. A user within a jurisdiction that is initially registered to use the CTS shall have the capacity to define additional users and the system permissions they are to be delegated.
28. A jurisdiction using the CTS shall have the capacity to define specific recipients (e.g. certain roles and areas of responsibility) within the entity to receive particular transmissions depending on the type of the information being exchanged, with responses and other notifications being channeled to the right user.
29. The CTS shall allow authorised users to configure methods for receiving alerts: email, browser-based and/or system-to-system.

### **5.4 *User experience and support service requirements***

30. The CTS shall have a web-based user interface.
31. The CTS documentation must be published online.
32. The CTS shall adhere to the Web Content Accessibility Guidelines.
33. In a first stage, the CTS shall be operated in English. The CTS shall, however, have the capacity to be operated in further languages.
34. Information on the encryption standards applied by users of the CTS and a list of the issuers of encryption keys shall be maintained (centrally) and updated regularly.
35. A support service must be provided both in relation to level one and level two issues, such as user access issues and technical transmission issues.

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36. Support must be provided at a minimum by both email and telephone.
37. As a minimum support should be in English.
38. Support must be available 24 hours a day 7 days a week.

### **5.5 Supervision and reporting requirements**

39. There must be an ongoing diagnosis and resolution of connectivity and transmission issues (including issues in relation to data security).
40. The CTS shall monitor access through audit logging and define a means to make the audit files available to users.
41. The CTS shall provide information on the identification of users, time, date, action undertaken.
42. The CTS shall store an audit log of transmissions including the transmission identifier, receipt identifier, sender, recipient, file-type, file-size, date-time sent and received, and status of those transmissions.
43. The CTS shall automatically notify the users of any successful, unsuccessful and retry transmission and shall provide users with information about the number and size of files sent, the transmission time and the result of the transmission.
44. The CTS shall maintain a record of alerts to users and allow user to retrieve those records for a defined period of time.
45. The CTS shall sort data transmissions (e.g. by sender, by recipient, by date, by time range, etc.).
46. Upon demand, the CTS shall be capable of generating statistical data on data transmission and should have the capacity to generate jurisdiction-specific profiles.

### **5.6 Service Level Agreement requirements**

47. The CTS shall be managed in accordance with a service level agreement, committing notably to system availability, response times and transmission times.
48. The service level agreement shall, inter alia, define the scope and objectives of the helpdesk service, as well as provisions on the regular maintenance of the CTS, the maximum offline periods, the management of incidents, including a disaster recovery policy, change management and any further service provider requirements, as deemed adequate.

<b><i>ARTICLE 6 – PROJECT REQUIREMENTS</i></b>
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### **6.1 Provisional CFT timeline**

The provisional CFT timeline is indicated below. It is important for Tenderers to note that this is a tentative timeline and subject to changes throughout the process leading to contract signature.

#### ***Provisional CFT timeline***

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Deadline for submission of tenders	[10:00 AM (CET) on 27 <sup>th</sup> November 2015]
Analysis of proposals – possible questions to Tenderers	[December 2015]
Analysis completed, short-listed Tenderers informed. Date set for interview	[January 2016]
Interviews	[January – February 2016]
Supplier selected	[February 2016]
Contract signature	[April 2016]

**6.2 Provisional project timeline**

Critical to the success of the project is the successful delivery of data transmission between tax authorities by September 2017 (according to the political commitments already made).

The working assumption is that an agreement with a supplier could be concluded by the end of April 2016 and that user access and testing would commence at the start of 2017.

***Provisional project timeline***

CTS development and testing (Task 2)	May 2016 – December 2016
User access (Task 3)	January 2017 – August 2017
First transmissions (Task 3)	September 2017

As part of the detailed project and implementation plan, Tenderers must set out a realistic timetable to deliver information exchanges by September 2017. It must include identified risks to the successful delivery of the CTS on time, taking into consideration common types of delays for this type of project, and effective mitigation strategies.

## **PART II: TERMS OF REFERENCE**

<b>ARTICLE 7 – TASKS</b>
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This Article sets out the required Tasks for each stage of the project. Each Task will need to be completed in a way that ensures all the requirements set out in Part 2: The Terms of Reference will be met throughout. Specific deliverables are also outlined, both for the CFT responses and the project itself.

### **7.1 Task 1: Project management and organisation**

This Task covers overall project management and organisation required by the Tenderer to manage the project on their side.

The overall project plan and its implementation must be focused on the effective delivery of the CTS to the required timetable (in time for its first use by September 2017, as set out in Article 6 of Part II) and its ongoing effective operation.

The project plan must include effective governance structures and processes required for the complete CTS project, including procedures for risk monitoring and mitigation, change control, issue management and escalation, and progress monitoring/reporting.

The OECD will set up a collaboration site accessible from the Internet which will be used by the chosen supplier and the OECD project team as a repository for all shared project material.

#### **7.1.1 Sub-Task 1.1: Project management and organisation to build and test the CTS (Task 2)**

The elements of the project management and organisation plan that relates to the building and testing of the CTS (Task 2 below) must be clearly identified.

#### ***Project management and organisation deliverables for Sub-Task 1.1***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
Detailed project management plan for Task 2	Document	Validation
Risk register for Task 2, with escalation and mitigation strategies	Document	Validation
Progress reports for Task 2	Document	Validation

#### **7.1.2 Sub-Task 1.2: Project management and organisation to launch, run, maintain and evolve the CTS (Task 3)**

The elements of the project management and organisation plan that relates to the launching, running, maintaining and evolving of the CTS (Task 3 below) must be clearly identified.

#### ***Project management and organisation deliverables for Sub-Task 1.2***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
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## ***PART II: TERMS OF REFERENCE***

Detailed project management plan for Task 3	Document	Validation
Risk register for Task 3, with escalation and mitigation strategies	Document	Validation
Progress reports for Task 3	Document	Validation

**Along with a description of how the Tenderer proposes to fulfil the Task, in their CFT response Tenderers must also include:**

1. A Project Director/Manager in charge of following the project from inception to completion (i.e. throughout all Tasks of the project), who will play a central coordination role with OECD and ensure a timely and efficient delivery of the CTS services and solution on behalf of the Tenderer.
2. The project team with their roles and CVs.
3. The proposed project governance and methodology for the building of the CTS, including descriptions of the procedures for risk monitoring and mitigation, change control, issue management and escalation, and progress monitoring/reporting.
4. A high level project plan in relation to the organisation of the project indicating stages, milestones, resources and anticipated meetings leading to the delivery of the CTS to the required timetable, as set out in Article 6 of Part II.

### **7.2 Task 2: Build and test the CTS**

This Task covers all relevant aspects of the building of the CTS platform, including the testing and piloting of the CTS prior to launching the CTS ready for users to link up to it (which is part of Task 3). It is further broken down into the Sub-Tasks below.

#### **7.2.1 Sub-Task 2.1: CTS design**

This Sub-Task covers the design of the complete CTS and therefore consists of the overall proposed technical architecture, including the infrastructure and applications, as well as the associated services, in order to fulfil the functional and service requirements as set out above.

This Sub-Task also covers the relationships and interoperability between the software modules, hardware, and services, including the processes, relationships, roles and responsibilities required to ensure the successful integration of the various elements to the CTS (e.g. the transmission system, the database, user access and the support services) and the seamless delivery of the CTS service.

#### ***CTS design deliverables for Sub-Task 2.1***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
Specifications for each element of the CTS functional and service architecture, along with specifications on how each element will be integrated.	Document	Validation

## ***PART II: TERMS OF REFERENCE***

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. A detailed description of the proposed build of the CTS, including the associated services. This must include information in relation to which aspects of the proposal are effectively already in place, or will be with minor modification or development, and where significant new development or work is required along with an estimate of the time required to complete that new development or work and the key risks to delivery.
2. A complete list of the software and hardware required for the CTS to be fully-functioning, identifying any third party packages.
3. Detailed specifications demonstrating how the functional and other requirements and constraints are satisfied, indicating specifically for each requirement, or groups of related requirements, the proposed product (software and hardware), the configuration required, and any new development required.
4. The relationships and interoperability between the software modules, hardware, and services. The processes, relationships, roles and responsibilities in relation to ensuring the successful integration of the various elements to the CTS (e.g. the transmission system, the database, user access and the support services) and the seamless delivery of the CTS service.
5. Additional details of the necessary database(s) required for the CTS to function, such as where the recipient opts for the pull method to receive the data. The Tenderer must set out where, if applicable, the physical database is located as well as any options in relation to the location of the database (such as cloud-based versus physical). For each option, the impact on the set-up and running costs should be set out, as well as the benefits and disadvantages the option, including any other implications or considerations in relation to the effective delivery of the CTS.

### 7.2.2 Sub-Task 2.2: CTS adaptation and/or development

This Sub-Task covers all Tasks required to actually build the CTS (as per the design set out in Sub-Task 2.1 above) prior to its testing. This includes:

1. The adaption of existing solutions and/or the development of new solutions in order to meet the functional requirements.
2. Installing the necessary hardware to meet the functional requirements.
3. Putting in place the necessary support services etc. to meet the service requirements.
4. Putting in place the necessary management procedures to construct the CTS, including general platform administration, incident trouble-shooting, monitoring and log verification.

By the end of this process there should be a complete CTS constructed that is ready for testing.

### ***CTS adaptation and/or development deliverables for Sub-Task 2.2***

## ***PART II: TERMS OF REFERENCE***

<i>Deliverable</i>	<i>Type</i>	<i>Acceptance type</i>
Development/adaptation plan, with specific milestones and timetables, to construct the CTS, including the associated support services.	Document	Validation

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. A description of the proposed plan for any adaptation and/or development required to build the CTS, including any key interdependencies, reliance on third parties, milestones and risks.

### 7.2.3 Sub-Task 2.3: Test and pilot the CTS

This Sub-Task covers all the processes and procedures to test the CTS and ensure it meets the requirements and is fit for purpose prior to its launch. This includes:

1. The planning, delivery, issue identification process, adaptation and logging throughout the testing and pilots.
2. Validation that the CTS meets the requirements through internal testing, and making any necessary adaptations to the CTS as a result.
3. Validation that the CTS meets the requirements through pilots conducted with users, and making any necessary adaptations to the CTS as a result.

At the end of the process the complete CTS should be ready to roll-out for use by all users (Task 3).

### ***CTS testing deliverables for Sub-Task 2.3***

<i>Deliverable</i>	<i>Type</i>	<i>Acceptance type</i>
Internal testing plan	Document	Validation
A Tenderer validated CTS	Product	Verification
Pilot plan	Document	Validation
User documentation	Document	Validation
User training and support services	Service	Validation
A user-validated CTS	Product	Verification

## ***PART II: TERMS OF REFERENCE***

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. A description of the proposed plan and methodology to test and pilot the CTS, including the proposed test environment and the key milestones, to ensure that once the testing is complete it is ready for users to access it.

### ***7.3 Task 3: Launch, run, maintain and evolve the CTS***

This Task covers the ongoing running and maintenance of the CTS, including providing for user access, facilitating the data transmission and associated functionalities in accordance with the requirements, providing user support and evolving the CTS over time. This Task can be further broken down into the following Sub-Tasks.

#### ***7.3.1 Sub-Task 3.1: CTS launch and user access***

This Sub-Task covers the general roll-out of the CTS including ensuring user access. It is expected that approximately 56 users will need to access the CTS in the first year in order to transmit information by September 2017. This will require the successful provision of user access to the CTS including user registration, verification requirements, providing for user options and user support services.

The user access process would need to accommodate the requirement that the CTS must be interoperable with regional hubs, such as that operated in the European Union. In this scenario the operator of the hub would be responsible for sending and receiving the information between the users of the hub, via the CTS, to other users of the CTS. The hub operator would have no access to tax information. All of the file preparation requirements, such as the file encryption, would remain with the sending jurisdiction.

#### ***CTS roll-out and user access deliverables for Sub-Task 3.1***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
CTS roll-out plan, including user access	Document	Validation
User access procedures	Document	Validation
User access documentation	Document	Validation
Successful user access	Service	Validation

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. A plan for ensuring successful user access including user registration, verification requirements, user options and user support services.
2. Where applicable, alongside their proposal covering all the Tasks, the Tenderer can also set out areas it may consider that the OECD is best placed to fulfil certain roles given the OECD will

## ***PART II: TERMS OF REFERENCE***

conclude user agreements with each jurisdiction, the reasoning for this and the impact any proposals would have on the costs.

3. A description of how the requirements could be fulfilled in relation to users that access the CTS through a regional hub, such as that operated in the European Union and the impact the possible options would have on costs. In this scenario the operator of the hub would be responsible for sending and receiving the information between the users of the hub, via the CTS, to other users of the CTS. The hub operator would have no access to tax information. All of the file preparation requirements, such as the file encryption, would remain with the sending jurisdiction.

### 7.3.2 Sub-Task 3.2: Maintenance of the CTS according to an agreed SLA

The Sub-Task covers the ongoing running and maintenance of the CTS according to an agreed Service Level Agreement (SLA). This includes the ongoing maintenance of the CTS as necessary to ensure it continues to meet the requirements and deliver in accordance with the SLA.

This also includes the effective planning and execution of any software or hardware updates, upgrades, patches or fixes as soon as reasonably practicable, with any maintenance that might impact the security of the data given the utmost priority.

Given the importance of data security there must also be proactive monitoring for any issues that might impact the security of the data with robust and swift mechanisms to identify, address and report any issues that emerge.

The Tenderer must propose the SLA for agreement, including an appropriate penalty system, and then deliver in accordance with the agreed SLA. The Tenderer must also incorporate the service levels in relation to the Sub-Tasks below with respect to “User support” and “Delivery of platform evolutions” in the SLA.

There must also be a robust disaster recovery plan.

#### ***Maintenance of the CTS according to an agreed SLA deliverables for Sub-Task 3.2***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
Solution maintenance plan	Document	Validation
Change management plan	Document	Validation
Security plan	Document	Validation
Service Level Agreement	Document	Validation
Disaster recovery plan	Document	Validation
CTS maintained according to the Service Level Agreement	Service	Verification

**PART II: TERMS OF REFERENCE**

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. The keys elements to the SLA they would envisage being in place and an outline of the anticipated interactions with the OECD in relation to meeting the service levels. The Tenderer must also incorporate the service levels in relation to the Sub-Tasks below with respect to “User support”, “Delivery of platform evolutions” and “Handover” in the SLA. A penalty system must be proposed by the Tenderer in the event the objectives of the SLA are not met.
2. The key elements to a robust disaster recovery plan.

**7.3.3 Sub-Task 3.3: User support**

This Sub-Task covers the various features relating to customer support in the ongoing operation of the CTS in accordance with the requirements. This includes user documentation and assistance in relation to both accessing and using the CTS. This includes both technical and non-technical support.

The support must ensure that the CTS can be accessed and used by users with differing levels of technical knowledge and experience, as well as the timely investigation, tracking and resolution of faults in accordance with the agreed SLA described above.

*User support deliverables for Sub-Task 3.3*

<i>Deliverable</i>	<i>Type</i>	<i>Acceptance type</i>
User support plan	Document	Validation
User support documentation	Document	Validation
Service Level Agreement (incorporated in the deliverable for “Maintenance of the CTS according to an agreed SLA” above)	Document	Validation
User support service	Service	Verification
CTS maintained according to the Service Level Agreement	Service	Verification

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. The assumptions used when calculating the costs of the user support services. Costs should also be included for other possible assumptions in relation to the usage of the support services.

## ***PART II: TERMS OF REFERENCE***

### 7.3.4 Sub-Task 3.4: Deliver platform evolutions

This Sub-Task covers any up-scaling or upgrades to the requirements of the CTS (as oppose to maintenance or upgrades required for the CTS to be fit for purpose to deliver in accordance with the current requirements).

This will require an effective change management process that operates in accordance with the agreed SLA as set out above, the testing and piloting of the changes and the roll out, including the updating of the user documentation and support services.

#### ***Delivery of platform evolutions deliverables for Sub-Task 3.4***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
Change management plan	Document	Validation
Service Level Agreement (incorporated in the deliverable for “Maintenance of the CTS according to an agreed SLA” above)	Document	Validation
Updated user documentation and support service	Service	Verification
Delivery of evolutions to the CTS	Product	Verification

**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. A plan for how significant upgrades or evolutions could be made to the CTS in a timely and efficient manner that would not significantly impact on the effective running of the CTS.

### 7.3.5 Sub-Task 3.5: Handover to any subsequent provider

This Sub-Task covers any handover process to any subsequent provider with a view to ensure the continued smooth operation of the CTS.

This will require an effective handover plan and process that will deliver in accordance with an agreed SLA.

#### ***Handover deliverables for Sub-Task 3.5***

<b><i>Deliverable</i></b>	<b><i>Type</i></b>	<b><i>Acceptance type</i></b>
Handover plan	Document	Validation
Service Level Agreement (incorporated in the deliverable for “Maintenance of the CTS according to an agreed SLA” above)	Document	Validation

**PART II: TERMS OF REFERENCE**

Delivery of the handover process	Service	Verification
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**Along with a description of how the Tenderer proposes to fulfil the Sub-Task, in their CFT response Tenderers must also include:**

1. A high-level plan for how the handover process would be completed with a view to ensuring the continued smooth operation of the CTS.

**ARTICLE 8 – PROVISIONAL PAYMENT SCHEDULE**

The total cost of the project is the sum of the total costs for Tasks 1, 2 and 3 as set out in Article 7 of these terms of reference.

This will be split as follows:

- Costs for Sub-Task 1.1 and Task 2 (costs up until the point of the launch of the CTS) will be paid in accordance with the provisional payment schedule below.
- Costs for Sub-Task 1.2 and Task 3 (the costs of launching, running, maintaining and evolving the CTS) will be paid by the users in advance of the usage of the CTS.

Based on the timelines above, the provisional payment schedule for Sub-Task 1.1 and Task 2 is below.

Date	Project Milestone	Charges payable by Client to Supplier within 45 days following issue of invoice by Supplier, after acceptance by the Client
	Signing of the contract	X%
	On receipt of OECD validated project management plans and risk registers (Task 1)	X%
	On receipt of a validated CTS design plan (Sub-Task 2.1)	X%
	Once CTS built and tested (Sub-Tasks 2.2 and 2.3)	X%
	Once successful pilots complete (Sub-Task 2.3)	X%
	Delivery to the satisfaction of the OECD.	X%



***PART II: TERMS OF REFERENCE***

### ***PART III: CALL FOR TENDERS RESPONSE FRAMEWORK***

Tenderers must structure their proposal according to the following framework and ensure that the presentation, submission and contents of the proposal fulfil the conditions laid out in Part I: Instructions to Tenderers, Article 3.

1. General information.
2. CTS proposal summary
3. Tenderer references
4. The completed Excel workbook, consisting of:
  - a. The CTS requirements questionnaire
  - b. The CTS financial proposal
5. The detailed proposal for each Task
6. Any general comments

The sections below include frameworks for each element of the response.

<b><i>1. GENERAL INFORMATION</i></b>
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The Tenderer must provide all general information stipulated in Part I: Instructions to Tenderers, Article 3.

<b><i>2. CTS PROPOSAL SUMMARY</i></b>
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The CTS proposal summary must contain:

1. An overall summary description of the solution, including the product(s) history and development roadmap.
2. Any comparative advantages particular to the solution, given the requirements.
3. A summary description of the overall project management, organisation and administration by the Tenderer.
4. A summary breakdown of all associated costs for the proposed solution, distinguishing development and other costs incurred prior to system use (Sub-Task 1.1 and Task 2), and ongoing annual costs (Sub-Task 1.2 and Task 3) for the first five years. This summary should be consistent with the detailed costs to be entered for each Task in the attached Excel spreadsheet, in the sheet “The CTS financial proposal”.

<b><i>3. TENDERER REFERENCES</i></b>
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The Tenderer must provide a description of reference projects carried out by the Tenderer similar in type and scale to the OECD’s project:

### ***PART III: CALL FOR TENDERS RESPONSE FRAMEWORK***

1. The reference clients should be classified according to the nature of the organisation concerned: international organisation, government administrations, not-for-profit organisations, academic, business, other etc.
2. Descriptions should include:
  - a. Concrete benefits as experienced by the reference clients or the equivalent in a client testimonial.
  - b. The main risks, including specifically in relation to delivering on schedule, as experienced by the reference clients.

<b>3. <i>EXCEL WORKBOOK</i></b>
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The attached Excel workbook is comprised of three sheets:

1. Instructions to the Tenderer
2. CTS requirements questionnaire
3. The CTS financial proposal

#### **4.1 *The CTS requirements questionnaire (Excel spreadsheet)***

The CTS requirements questionnaire worksheet will be used to determine a technical score. In each category either a specific question is posed or a description of a required functionality provided. In each case it is imperative that Tenderers answer the questions or address the description of the required functionality in accordance with the guidelines provided below. Failure by a Tenderer to provide honest responses will be grounds for disqualification from the CFT process.

In the "Tenderer capability" column of the questionnaire, Tenderers can choose from six options to indicate their compliance with each requirement in accordance with the table below. The comments column in the questionnaire can be used for clarification – where necessary – and/or to provide additional information.

Tenderers must not alter the pre-defined sections of the questionnaire except to complete the Tenderer capability and comment cells.

Tenderers may add additional functionalities or capabilities or even alternative suggestions that they deem relevant and important in the special section entitled "Additional/alternative functionality provided by Tenderer" at the bottom of the questionnaire. Such Tenderer-included items may or may not be deemed relevant during the selection process.

## ***PART III: CALL FOR TENDERS RESPONSE FRAMEWORK***

### **Tenderer Capabilities Declared**

<b>Option</b>	<b>Capability</b>	<b>Guideline</b>
0	Functionality not provided	Not included in the proposed CTS.
1	Functionality provided but requires customised integration with third party	Tenderer has established a relationship with a business partner to provide this functionality, but it requires customisation or work-arounds.
2	Functionality provided by the Tenderer but requires development	The functionality can be accomplished with the Tenderer's product, but requires development or heavy customisation.
3	Functionality provided seamlessly by third-party product	The Tenderer has established a relationship with a business partner to provide this functionality, which is integrated in its application and requires no development or any work-around.
4	Functionality provided by the Tenderer through an additional module	The functionality is not integrated into the core product but is provided by the Tenderer as an additional component or module.
5	Functionality provided out of the box in the core product	The Tenderer provides the functionality in the core product. No development or work-arounds are required.

#### ***4.2 The CTS financial proposal (Excel spreadsheet)***

The CTS financial proposal worksheet will be used to analyse and compare offers financially. Tenderers must respect the Task framework in formulating their financial proposals. Tenderers must not alter the pre-defined sections of the template, except to complete the cost estimates. At the bottom of the sheet, Tenderers should also complete the "Professional Services Profiles" part, indicating the professional services that can be provided and the daily tariff for each profile, including discounts based on volumes.

As set out in the worksheet, costs must be split between those required to be paid prior to the CTS being used (i.e. Sub-Task 1.1 and Task 2, prior to 2017) and total user fees per year, split between user connection and ongoing usage costs, to be paid from 2017 (Sub-Task 1.2 and Task 3).

The worksheet should be printed out and signed paper copies included in the submission.

<b><i>5. THE DETAILED PROPOSAL FOR EACH TASK</i></b>
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In order to define a common CTF response structure, the CTS project has been broken down into Tasks and Sub-Tasks as set out in Article 7 of Part II. Tenderers must use the Task and Sub-Task framework when formulating their responses. In their response the Tenderer must look to address all areas as set out in the Tasks and Sub-Tasks as fully as possible to provide a complete picture of the proposed CTS.

Where Tenderers believe it would be more cost effective or appropriate for any of the requirements to instead be delivered by another party (i.e. the OECD or another third-party) they should set this out in the summary and in the detailed proposal for each Task, with the reasoning why, alongside the proposal fulfilling all the requirements.

***PART III: CALL FOR TENDERS RESPONSE FRAMEWORK***

***6. GENERAL COMMENTS***

Tenderers should include any additional information they feel would help in the evaluation of their submission.

#### ***PART IV: 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 Call for Tenders 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 is exempt 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.

##### ***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***

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, 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.

## ***PART IV: MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS***

### ***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 and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

### ***ARTICLE 8 - LIABILITY***

The Contractor shall be solely liable for and shall indemnify, defend and hold the Organisation and its personnel harmless from and against any and all claims, losses, damages, costs or liabilities of any nature whatsoever, including those of third parties and Contractor's Personnel, arising directly or indirectly out of or in connection with Contractor's performance or breach of the Contract.

It is the responsibility of the Contractor to possess 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:

- 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 copyright and any other intellectual property rights arising from the Work carried out in performance of this Contract, including the intermediate and final results thereof, shall, on an exclusive and worldwide basis, automatically vest in the Organisation as the Work is created, or be assigned to the Organisation, as the case may be under any applicable legal theory. The price agreed between the Contractor and the Organisation is deemed to include this transfer of rights.

The Contractor undertakes not to use the Work for any purpose whatsoever that is not directly necessary to the performance of the Contract, except with the prior written consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel are expressly bound by and respect the provisions of the present clause.

## ***PART IV: MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS***

### ***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 - ARBITRATION CLAUSE***

Given the status of the Organisation as an international organisation, the rights and obligations of the Contractor and the Organisation shall be governed exclusively by the terms and conditions of the Contract.



#### ***PART IV: MINIMUM GENERAL CONDITIONS FOR OECD CONTRACTS***

Any dispute arising out of the interpretation or implementation of the Contract, which cannot be settled by mutual agreement, shall be referred for decision to an arbitrator chosen by agreement between the Organisation and the Contractor or, failing such agreement on the choice of the arbitrator within three months of the request for arbitration, to an arbitrator appointed by the First President of the Court of Appeal of Paris at the request of either Party. The decision of the arbitrator shall be final and not subject to appeal. The arbitration shall take place in Paris, France. All proceedings and submissions shall be in the English language.

Nothing in the Contract shall be construed as a waiver of the Organisation's immunities and privileges as an international organisation.

#### ***ARTICLE 15 – 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 16 - DURATION OF THE CONTRACT***

The maximum duration of the Contract shall be for five years.

Signature