



MARKET CONSULTATION

Data Collection and Analysis on Women in the Nuclear Regulatory Body Workforce

The deadline date for the receipt of bids has been extended to 15 November 2023, 9:00 (Paris time).



PREAMBLE

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: 38 countries, 70 partner countries

Budget: EUR 421 million (2020)

Secretariat staff: 3 978 (2021)

Secretary-General: [Mathias Cormann](#)

Publications: 250 new titles/year

Official languages: English/French

Monitoring, Analysing and Forecasting

For over 60 years, the Organisation for Economic Co-operation and Development (OECD, hereinafter referred to as “OECD” or “Organisation”) 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

The Organisation has open accession discussions with Brazil, Bulgaria, Croatia, Peru and Romania, and is also reinforcing its engagement with its Key Partners – China, India, Indonesia and South Africa.

Publishing

The OECD is one of the world's largest publishers in the fields of economics and public policy. [OECD publications](#) are a prime vehicle for disseminating the Organisation's intellectual output, both on paper and online.

Publications are available through the OECD Network Environment ([O.N.E](#)) for government officials, through OECD iLibrary for researchers and students in institutions, corporate, subscribed to our online library for individuals who wish to browse titles free-of-charge and also to purchase publications.



INSTRUCTIONS TO BIDDERS

1. PURPOSE AND OBJECT OF THE MARKET CONSULTATION

The Organisation for Economic Co-operation and Development (hereinafter referred to as the “Organisation” or the “OECD”) is issuing this Market Consultation to retain the services (the Services) of one or several consultant(s) (the Contractor(s)) to provide support to its Nuclear Energy Agency (NEA)’s Task Group on Improving the Gender Balance in the Nuclear Sector (GB-TG) in a collaborative project with the International Gender Champions Impact Group on Gender Equality in Nuclear Regulatory Agencies (IGC-IG) to collect and analyse data on women in the international nuclear regulatory body workforce. The type of work for which a contractor is sought is described in section 4 of the present document.

Both individuals and Companies are encouraged to participate.

2. TERMS AND CONDITIONS OF MARKET CONSULTATION

2.1. Composition of the Market Consultation

The documentation relating to the Market Consultation includes the following parts:

- a) Instructions to Tenderers;
- b) Instructions to Bidders;
- c) Terms of Reference;
- d) Financial proposal template;
- e) Letter of application;
- f) Market Consultation Declaration;
- g) Minimum General Conditions for OECD Contracts.

2.2. Tenders

All Tenders will be treated as binding for the Tenderer and the Tenderer shall consequently issue in response to this Market Consultation a Letter of Application and a Declaration dated and signed, in accordance with Article 3.2 below.

2.3. Duration of Tender validity

Tenders shall remain valid for one hundred and eighty (180) 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 gender@oecd-nea.org no later than three (3) calendar days before the deadline for the receipt of Tenders. All Tenderers will be informed of the answers given to such questions.

2.5. Communication

All communication relating to this Market Consultation shall be done directly to the email address outlined in 2.4. To ensure fairness and transparency, **the Organisation reserves the right to reject any Tender documents where the Tenderer has had direct contact with other OECD personnel.**

2.6. Acceptance and rejection of Tenders

There is no obligation on the part of the Organisation to accept any Tender or part thereof that is received in response to the Market Consultation, as further specified in 3.1.

The OECD reserves the right at its sole discretion and without indemnity or justification:

- a) To accept Tenders that may present any technical, formal or other defect that it considers non-substantial
- b) To reject
 - any Tender received, especially those that are illegible, conditional, vague, or incomplete, that do not contain the required information, or that do not conform to the instructions provided or that contain false information
 - any Tender received after the deadline for receipt of Tenders

2.7. Modification or cancellation of Market Consultation

The Organisation reserves the right to modify or cancel all or part of the Market Consultation, should the need arise, without having to justify its actions and without such action conferring any right to compensation in favour of the Tenderers.

2.8. Partnerships

Partnerships must jointly meet the requirements set out in the Market Consultation. Each partner must also meet administrative requirements individually. In case of joint-venture or consortium, a contract shall be concluded with the leading entity only. The composition of the partnership must not be altered without the prior written consent of the OECD. The tender may be signed by the representative of the joint venture or consortium only if it has been expressly so authorised in writing by the members of the joint venture or consortium, and the authorising contract, notarial act or deed must be submitted to OECD.

2.9. Subcontracting

Any subcontracting is subject to the prior written approval of the OECD.

All subcontractors must be eligible for the contract and cannot be in any of the situations listed in these instructions to tenderers. In the event of doubt, OECD may request documentary evidence that the subcontractor is not in a situation of exclusion as mentioned in the letter and declaration.

2.10. 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.

2.11. Costs and Expenses

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

Kindly note that OECD **does not charge any fee at any stage of its procurement process** (vendor registration, tender submission). Tenderers shall be advised that OECD does not use procurement agents. Any approach by a third party claiming to be an official agent from OECD should be reported to OCED Corporate Procurement Group immediately at corporate.procurement@oecd.org.

2.12. Confidentiality

The Market Consultation and any further information communicated to the potential Tenderers or which come to their knowledge in the course of the Market Consultation and the performance of the work are confidential and are strictly dedicated to the purpose of the Market Consultation. The OECD reserves the right to request to have all documents and information and copies, regardless of the format, to be returned at the end of the Market Consultation process or to receive a written attestation that they have been destroyed.

3. - PRESENTATION, SUBMISSION AND CONTENTS OF TENDERS

3.1. Tender presentation, conditions for submission and acceptance or rejection of Tenders

Tenders shall be drafted entirely in English or French, and shall be received by the Organisation before the deadline to gender@oecd-nea.org.

The date and time before which to return the Tenders are given in these Instructions. Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected and returned to the Tenderer if applicable. Tenders which are received by the Organisation after the deadline specified above as well as Tenders which do not fully comply with the Technical Specifications/Terms of Reference may, at the sole discretion of the Organisation, be rejected.

3.2. Contents of the Tender

Tenderers must provide:

- A Letter of Application, signed by the Tenderer. A template is annexed to this Market Consultation, which contains all of the necessary information;
- A Declaration signed by the Tenderer. A template is annexed to this Market Consultation, which contains all of the necessary information;
- 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 of registration, areas of activity and number of employees.

Please note that the Tenderer, **should it be shortlisted**, may 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 in the Tender must include all costs necessary for the complete execution of an eventual contract (i.e. insurance, transport, guarantees, etc.). Charges for items essential to the execution of the contract and not identified in the Tender will be borne by the Tenderer.

All prices must be in Euros, unless otherwise requested by the Organisation.

A daily rate (both with and without VAT or sales tax) to carry out the Services. For consultancies/firms, please provide the daily rates of the individuals who would carry out the Services on the firm's behalf or provide a blended daily rate applicable to all such individuals.

Where the NEA requires the Contractor to travel to provide the Services, the NEA will support travel (economy class) and accommodation/per diem expenses up to an agreed amount (which shall not exceed the amounts applicable to OECD officials). The bidder should not include such amounts in the financial proposal.

4. - INTERVIEWS

The Organisation reserves the right to organise interviews and request bidders to specify the content of their bids.

5. – SELECTION CRITERIA

The following selection criteria will be applied to tenderers. In the case of tenders submitted by a consortium, the selection criteria will be applied to the consortium as a whole unless specified otherwise.

The overall technical score of this Market Consultation is 70 points. The technical threshold is set to 35 points out of 70 points. The technical threshold corresponds to the minimum level of technical quality that a proposal shall demonstrate in order to be shortlisted.

The offers received will be assessed according to the following criteria:

a) Technical quality of the bid (70%):

- Demonstrated experience, skills, and/or qualifications (35%)
- Quality of methodology and project plan (should be well-aligned with methodology in [Gender Balance in the Nuclear Sector](#) 2023 NEA report and key goals as described in the terms of reference “Description of the Work” section) (35%)

b) Financial proposal (30%)

6. - INFORMATION TO TENDERERS

All Tenderers will be informed, whenever possible, of the decision taken on their Tenders or in the event that the Market Consultation has been cancelled.



TERMS OF REFERENCE

1. INTRODUCTION

The Organisation for Economic Co-operation and Development (OECD) is an international organisation comprised of 38 member countries, that works to build better policies for better lives. Our mission is to promote policies that will improve the economic and social well-being of people around the world. Together with governments, policy makers and citizens, we work on establishing evidence-based international standards, and finding solutions to a range of social, economic and environmental challenges. From improving economic performance and creating jobs to fostering strong education and fighting international tax evasion, we provide a unique forum and knowledge hub for data and analysis, exchange of experiences, best-practice sharing, and advice on public policies and international standard-setting.

2. THE NUCLEAR ENERGY AGENCY

The Nuclear Energy Agency (NEA) is an intergovernmental agency which operates under the framework of the OECD. It facilitates co-operation among countries with advanced nuclear technology infrastructures to seek excellence in nuclear safety, technology, science, related environmental and economic matters and law. The mission of the NEA is to assist its 34 member countries in maintaining and further developing, through international co-operation, the scientific, technological and legal bases required for a safe, environmentally sound and economical use of nuclear energy for peaceful purposes. It strives to provide authoritative assessments and to forge common understandings on key issues as input to government decisions on nuclear technology policies.

The Division of Radiological Protection and Human Aspects of Nuclear Safety (RP-HANS) leads NEA activities in areas such as safety culture, human and organisational factors, and safety-related public communication and stakeholder involvement. Improving gender balance in the nuclear sector has become an important and growing priority, and the division serves as the secretariat for international co-operation in this area.

3. DESCRIPTION OF THE WORK

The scope of work is on data collection and analysis on women in the nuclear regulatory body workforce. The tasks and deliverables described in Section 4 below will support the Data Sub-Group of the GB-TG to carry out a collaboration with IGC-IG to support the implementation of the [*Recommendation of the OECD Council on Improving the Gender Balance in the Nuclear Sector*](#) (hereafter “Recommendation”).

Countries adhering to the Recommendation are committed to undertake data collection and analysis, and establish accountability regarding the effectiveness of efforts to improve gender balance. To this effect, nuclear organisations in adhering countries aim to set and publicly issue short-term and long-term goals to improve gender balance and to participate in gender balance surveys and data collection at the international level. The work described in Section 4 shall support IGC-IG members, which are nuclear regulatory organisations, to take these actions.

In addition, the work will aid the GB-TG Data Sub-Group to carry out the OECD Council’s instructions to the Steering Committee for Nuclear Energy (hereafter “Steering Committee”) as set forth in the Recommendation to:

- Collect and map data received from countries adhering to the Recommendation through surveys co-



ordinated by the NEA to support its implementation, in particular:

- **Qualitative surveys** with a clearly defined periodicity on workplace experiences, including regular surveys on perceptions in the nuclear sector regarding gender-based harassment; gender-based discrimination; unequal gender impacts in the workplace, including regarding compensation and career advancement; parental and caregiver leave, including organisational support, workplace culture and attitudes, and career impacts; and other gender-based workplace experiences.
- **Quantitative surveys** on gender representation in the nuclear workforce on salaries (including for new hires and employees returned from parental leave), salary increases, bonuses and promotions, disaggregated by gender, job function, and management level; gender-disaggregated representation in job functions and levels, including time-in-position; gender-disaggregated participation in career development and training programmes, especially those considered prerequisites for promotion to the executive level; career impacts on employees who take parental or family leave, including correlations between time away from the workplace and career progression; policies on improving gender balance, including pay equity, the availability and use of parental leave, the provision of re-integration support, and how the effectiveness of policies is measured.
- Report to the OECD Council on the Recommendation at regular intervals.

In consideration of the above, the work described in Section 4 will support the following key goals of the IGC-IG and GB-TG collaborative project:

1. Evaluate gender balance in nuclear regulatory organisations internationally per the survey criteria set forth in the [Recommendation of the Council on Improving the Gender Balance in the Nuclear Sector](#). This includes:
 - a. Measuring the current data baseline. Evaluate gender balance at a granular level (i.e., differences between science, technology, engineering and mathematics (STEM) and non-STEM positions, and staff and managerial levels, etc.)
 - b. Evaluating how individuals move through organisations throughout their careers with a gender lens (i.e., promotion and succession, etc.)
 - c. Identify gender-based barriers and their causes
 - d. Identify opinions about possible solutions to improving gender balance
2. Review and improve upon the 2021 data collection methodology as established in the [Gender Balance in the Nuclear Sector](#) report. This includes testing out new questions and/or methodological approaches in order to inform the methodology of the planned 2025-2026 NEA data collection for reporting to the OECD Council on the Recommendation in 2027.

3.2. BACKGROUND INFORMATION

3.2.1. OECD Council Recommendation On Improving the Gender Balance in the Nuclear Sector

On 8 June 2023, on the proposal of the Steering Committee, the OECD Council meeting at the ministerial level adopted the [Recommendation of the Council on Improving the Gender Balance in the Nuclear Sector](#). The evidence base for the Recommendation was the report [Gender Balance in the Nuclear Sector](#) published in March 2023 by the NEA. The Recommendation establishes a single, comprehensive set of principles and policy recommendations to assist governments, other public authorities, and relevant stakeholders in their efforts to design and implement policies that increase the representation of women in the nuclear sector and enhance their contributions, especially in STEM roles and leadership positions. The Council instructed the Steering Committee



to continue its work of collecting and mapping data received from adhering countries; to continue serving as a forum for exchanging information and co-ordinating action; to develop practical guidance and tools to implement the Recommendation; and to report to Council in 2027 and at regular intervals thereafter.

To carry out these instructions, the Steering Committee chartered a subsidiary body, the Task Group on Improving the Gender Balance in the Nuclear Sector (GB-TG). The GB-TG in turn created a sub-group on data to collect and analyse data on gender balance in the nuclear sector in order to monitor the impact of the Recommendation and report to Council.

The GB-TG collaborates with other entities seeking to improve gender balance in the nuclear sector, including the IGC-IG.

3.2.2. *The IGC-IG*

The International Gender Champions Impact Group on Gender Equality in Nuclear Regulatory Agencies (IGC-IG) was established in September 2020 to create a community of heads of nuclear regulatory bodies that are committed to address gender issues in their institutions, countries, and with international parties. The IGC-IG takes collective actions to advance gender equality in the nuclear regulatory community.

Members identified the need to track progress and decided to establish parameters for self-assessment in order to provide the evidence base for data-driven actions to improve gender equity amongst nuclear regulatory bodies. It was further decided that this data should be made publicly available for countries to use to understand the challenges and to benchmark and guide their progress and initiatives to improve gender balance.

3.2.3. *The IGC-IG and GB-TG Collaborative Project*

The IGC-IG and the GB-TG identified a shared interest in developing international data and analysis on gender balance in the nuclear sector and decided to collaborate. The project will use the methodology from the 2023 NEA report [*Gender Balance in the Nuclear Sector*](#) as a base to collect and analyse data on women in the nuclear regulatory body workforce. This will produce baseline data for all IGC-IG members, including non-NEA members who did not participate in the 2021 data collection for the 2023 NEA report. This will facilitate individual organisations to set goals and for the IGC-IG to drive concrete change. By using a standard methodology, those IGC-IG members (including non-NEA members) who contribute data to the NEA reports to the OECD Council can measure their progress over time.

The collaborative project will serve as an interim milestone for the GB-TG Data Sub-Group on the path to reporting on the Recommendation to the OECD Council. It will facilitate reviewing the 2023 NEA report's methodology and piloting any changes to the data collection, analysis and reporting before commencing the broader data collection for the sector-wide 2027 report.

4. KEY TASKS AND DELIVERABLES

4.1. *Key Tasks*

Under the guidance of the NEA Division of Radiological Protection and Human Aspects of Nuclear Safety (RP-HANS), the Contractor will be responsible for the following tasks and responsibilities:

- a) Attend key virtual meetings of the NEA Gender Balance Task Group (GB-TG) Data Sub-Group to inform on the development of the deliverables.



- i. Contractor will familiarise themselves with the methodology and lessons learned from the previous NEA gender balance surveys through review of the [Gender Balance in the Nuclear Sector](#) report and meeting with the NEA Secretariat.
 - ii. Contractor will consider the input from the International Gender Champions Impact Group (IGC-IG).
- b) Prepare an inception report with a detailed methodology for the design and data analysis of two surveys (one qualitative and one quantitative) with clear timelines and milestones.
 - i. Methodology may be modified from that of the 2021 surveys (see [Gender Balance in the Nuclear Sector](#) report), however select key questions (at least 50%) need to remain consistent to permit future longitudinal analyses.
 - ii. To include guidance for survey participants
 - iii. In consultation with the IGC-IG and the NEA
 - iv. The language shall be accessible to a knowledgeable audience.
 - v. Consider that not all participating countries will be able to provide all the data requested.
 - vi. Surveys will be reviewed by OECD Data Protection Officer. Contractor must follow OECD guidelines for data protection.
- c) Build and launch research using appropriate survey methodology and software, and other methodologies, if needed, to address project research objectives.
 - i. Software and all other tools that would be used by the survey participants must be accessible to the large majority.
 - ii. Translation of surveys may be warranted. Costs will not be the responsibility of the contractor.
 - iii. The NEA and IGC-IG will distribute the survey.
- d) Conduct a careful analysis of the data collected through the surveys.
- e) Prepare a succinct preliminary report and PowerPoint slides with key results from both surveys.
 - i. The language/style shall be accessible to intermediate-level experts
 - ii. Input from the NEA GB-TG Data Sub-Group will be sought regarding the format and length
- f) Prepare report cards/regulatory agency action plans for each participating organisation from the IGC-IG, to highlight general and organisation-specific findings and potential actions
 - i. In consultation with the IGC-IG and the NEA
 - ii. The language/style shall be accessible to a knowledgeable audience
- g) Prepare a final report with detailed analysis of the data, visual representations, highlighted trends and patterns, and conclusions. The report will also include an analysis on how this pilot project will impact the next NEA survey cycle
 - i. The language/style shall be accessible to a knowledgeable audience
 - ii. Potential for developing a peer review article may be explored at a later date
- h) Present the report virtually to NEA staff, the GB-TG and/or its Data Sub-Group and to the IGC-IG.
 - i. The language/style shall be accessible to a knowledgeable audience



4.2. Deliverables

- **Deliverable 1:** Report with clear methodology for the surveys and data analysis; detailed work plan; and draft surveys, including guidance for participants. Anticipated delivery date: Within two months after the start-date of the contract.
- **Deliverable 2:** Succinct preliminary report with key results from both surveys. A PowerPoint presentation (or other visual aid tool) summarising the key findings. Anticipated delivery date: September 2024
- **Deliverable 3:** Report cards/regulatory agency action plans for each participating organization from the IGC-IG, to highlight general and organization-specific findings and potential actions. Anticipated delivery date: November 2024
- **Deliverable 4:** Final report with detailed analysis of the data, including visual representations for each indicator, trends, and conclusions. Anticipated delivery dates: initial draft by October 2024; final draft by December 2024.

5. TIMELINE, EXPECTED DURATION OF THE PROJECT

The expert will work under the supervision of NEA.

The below tentative timeline of the project will be followed:

Early November 2023	Finalization of the market consultation
Early December 2023	Signing a contract with the selected provider
Mid-December 2023	Kick-off of the project
Mid-December 2024	Finalization of the project

The total duration of the contract will cover the period of December 2023-December 2024.

6. PREFERRED REQUIREMENTS

6.1. Competencies

- Ability to design quantitative and qualitative surveys;
- Ability to compile, organise and analyse quantitative and qualitative survey data;
- Ability to produce visual representations of results of survey data;
- Ability to produce written reports and high-level analysis of qualitative and quantitative survey data;
- Ability to work in close coordination and communication with stakeholders;
- Knowledge of gender data analysis and/or the nuclear energy sector would be an asset.



6.4. Qualifications

6.4.1. Education

- Tertiary degree in economics, statistics, policy analysis or related fields, or equivalent preparation.

6.4.2. Experience

- At least three years of professional experience in policy-oriented research in the field of social, economic or employment policy, acquired in government or a related public policy institution, international organisation, university, research centre or think tank, or equivalent experience;
- Demonstrated ability to analyse large-scale survey data, such as census surveys;
- Excellent drafting and communication skills and proven ability to produce high-quality reports under tight deadlines;
- Experience managing projects against deadlines and producing deliverables on time and on cost;
- Experience in preparing and managing survey research according to high standards of ethical data protection;
- Experience working in an international context would be an asset;
- Knowledge of gender data analysis and/or the nuclear energy sector would be an asset.

6.4.3. Skills

- **Tools:** Excellent knowledge and experience with statistical analysis, qualitative analysis and/or visualization software; for example, SPSS, R, or other statistical packages.
- **Language requirements:** Fluency in English, including excellent drafting skills, is required. Basic knowledge of French would be an asset.

7. APPLICATION PROCESS

Interested bidders are requested to submit their proposal including the technical and commercial information needed to demonstrate their capacity to meet the requirements outlined in these Terms of Reference.

Bidders should provide in a summary report the following:

- Proposed Methodology and Project Plan (maximum 5 pages): This plan should demonstrate how the Bidder would approach the provision of the Services and preparation of the Deliverables and address the requirements in the section 4 of the Terms of Reference.
- A statement of the Bidder's qualifications and experience (maximum 5 pages) highlighting similar activities to those described above that they have previously carried out and whether they fulfil the essential attributes described in this Terms of Reference.
- The Bidder's CV (or CVs in the case of firms).
- A financial proposal with a firm fixed price to complete the tasks and deliverables described in Section 4 during the target period December 2023-December 2024.



LETTER OF APPLICATION

Market Consultation for Data Collection and Analysis on Women in the Nuclear Regulatory Body Workforce

As part of the offer in response to this Market Consultation, the Tenderer (company or individual) shall declare on oath the following:

- I. All elements of the offer are contractually binding;
- II. The person signing the offer does have the authority to commit the Tenderer to a legally binding offer;
- III. 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.***
- IV. The Tenderer acknowledges and understands the terms of the Instructions to Tenderers and accepts to conform himself to those terms if selected to conduct the contract.
- V. The Tenderer, or each of the partners in the case of a partnership, has 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.

On .. / .. / ..

Signature



DECLARATION

Market Consultation for

‘Data Collection and Analysis on Women in the Nuclear Regulatory Body Workforce’

As part of the offer in response to this Market Consultation ‘Data Collection and Analysis on Women in the Nuclear Regulatory Body Workforce’, the Bidder (company or individual) shall declare on oath the following:

- i. 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;
- ii. That neither the Bidder nor any persons having powers of representation, decision making or control over the Bidder have been convicted of an offence concerning its professional conduct by a judgment which has the force of *res judicata*;
- iii. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgment or a final administrative decision for fraud, corruption, involvement in a criminal organisation, money laundering, terrorist-related offences, child labour or trafficking in human beings or any other illegal activity detrimental to the interests or reputation of the OECD, its members or its donors;
- iv. That neither the Bidder nor any persons having powers of representation, decision making or control over it have been the subject of a final judgement or of a final administrative decision for an irregularity affecting the financial interest of the OECD, its members or its donors;
- v. That it has not been the subject of a final judgement or of a final administrative decision establishing that it has created an entity under a different jurisdiction with the intention to circumvent fiscal, social or any other legal obligations of mandatory application in the jurisdiction of its registered office, central administration or principal place of business;
- vi. That it has not been created with the intention described in point v) above as established by a final judgment or a final administrative decision;
- vii. That it is not guilty of misrepresentation in supplying the information required as a condition of participation in this Market Consultation or fail to supply this information;
- viii. That it adheres to the highest ethical and business responsibility standards and complies with all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption;



- ix. That it has not been employed by the OECD as official staff within the six (6) months prior to the submission of the offer of the Market Consultation;
- x. That it is not subject to a conflict of interest;
- xi. That its employees, if applicable, and any person involved in the execution of the work to be performed under the present Market Consultation 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;
- xii. 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.

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

Date .. / .. / ..
Signature

Name
Job title



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 contract would be awarded following the Market Consultation (the “Contract”). These minimum general conditions are not exclusive and will 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 unless agreed otherwise by the Organisation.

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

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

ARTICLE 4 - DELAY IN EXECUTION

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

ARTICLE 5 - ACCESS TO THE PREMISES AND SYSTEMS



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

ARTICLE 6 - IMPLEMENTATION OF THE WORK

The Contractor shall undertake that the Work be performed by the individual(s) named in the Contract or otherwise agreed in writing by the Organisation. The Contractor may not replace said individual(s) by others, without the prior written consent of the Organisation.

ARTICLE 7 - AUTHORITY

The Contractor shall hereby declare having all rights and full authority to enter into the Contract and to be in possession of all licences, permits (including work permits for Contractor's Personnel) and property rights, in particular intellectual property rights, necessary for the performance of the Contract.

ARTICLE 8 - LIABILITY AND INSURANCE

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

The Contractor declares that it has subscribed to the necessary insurance policies with one or more insurance companies known to be creditworthy in order to cover its civil liability for all risks arising out of or in connection with its activity and the performance of the present Contract, as well as any physical, material or immaterial damage, whether consecutive or not, regardless of its nature.

The Contractor shall provide evidence of such insurance policies upon the first demand of the Organisation, by providing a certificate of insurance issued by its insurer(s).

The said insurance certificate cannot be issued any earlier than six months prior to the date of signature of the present Contract. Neither the scope nor the amounts of the coverage shall constitute a limitation of the Contractor's civil liability.

The Contractor guarantees that itself and any third party companies it may use under the said Contract have subscribed to an insurance company known to be of good repute and that they will remain the holders, throughout the term of the present Contract, of insurance policies covering all risks inherent in or relating to their activities.

The Contractor undertakes, in the event that the coverage limit of its insurance is inadequate, to compensate from its own funds the surplus due in order to settle a claim for which it is responsible.

ARTICLE 9 - REPRESENTATIVES

Neither the Contractor nor any of its Personnel (including but not limited to its experts, employees, agents or representatives):

- shall in any capacity be considered as members of the staff, employees or representatives of the Organisation;
- shall have any power to commit the Organisation in respect of any obligation or expenditure whatsoever;



- shall have any claim to any advantage, payment, reimbursement, exemption or service not stipulated in the Contract. In particular and without limitation, it is understood that neither the Contractor, nor any of the Contractor's Personnel may in any manner claim the benefit of the privileges and immunities enjoyed by the Organisation or by its personnel.

ARTICLE 10 - INTELLECTUAL PROPERTY

The results and products, both intermediate and final, of the Work carried out in performance of the Contract, including all intellectual property rights arising therefrom, shall belong exclusively to the Organisation. These rights shall vest in the Organisation as and when the Work is created, or if this is not legally possible, be assigned to the Organisation by the Contractor throughout the world, on a perpetual basis.

As exclusive owner of the Work, the OECD shall enjoy full rights over it, including (but not limited to) the right to license, publish, display, represent, reproduce, adapt, translate, modify, create derivative work, sell, exploit, administer, use and dispose of the Work and to retain any and all benefit, revenue and income accruing therefrom, without the prior written consent of the Contractor being required. In particular, the OECD may freely decide to publish or not the Work (and/or any adaptation thereof).

All right in the Contractor's pre-existing proprietary intellectual property included in the results and products of the Work shall remain with the Contractor. If the Work includes any pre-existing materials owned by the Contractor, the Contractor shall grant to the OECD a perpetual, irrevocable, non-exclusive, sub-licensable, worldwide and royalty-free licence to use such materials as part of the Work.

The Contractor shall warrant that the results and products of the Work do not infringe the intellectual property or other rights of any third parties.

The Contractor shall not use the OECD name and/or logo without the prior written consent of the OECD.

ARTICLE 11 - TRANSFER OF RIGHTS OR OBLIGATIONS

The Contractor shall not transfer to any third party any rights or obligations under this Contract, in whole or in part, or sub-contract any part of the Work, except with the prior written consent of the Organisation.

ARTICLE 12 - TERMINATION

Without prejudice to any other remedy for breach of Contract the Organisation may claim, the Organisation shall reserve 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 shall also reserve the right terminate the Contract, in whole or in part, at any time for its convenience, by written notice sent through registered mail with recorded delivery to the Contractor. 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 shall be entitled to undertake, including on the spot, checks related to the Contract and/or the Work.

ARTICLE 14 – ETHICAL PRACTICES

Having due regard to the nature and purposes of the OECD as an international organisation, the Contractor shall adhere to the highest ethical and business responsibility standards. In particular, the Contractor shall comply with (and shall ensure that its Personnel complies with) all applicable national and international rules relating to ethical and responsible standards of behaviour, including, without limitation, those dealing with human rights, environmental protection, sustainable development, tax compliance, anti-bribery and anti-corruption.

OECD staff may not accept, directly or indirectly, any gratuity, gift, favour, loan or anything of monetary value. In addition, OECD expects its suppliers/providers to never put the Organisation or one of its staff members in an ethically unacceptable situation by offering gifts or hospitality of any kind.

ARTICLE 15 - ARBITRATION CLAUSE

Given the status of the Organisation as an international organisation, the Parties shall specifically agree that their rights and obligations shall be governed exclusively by the terms and conditions of the Contract.

Any dispute, controversy or claim arising out of or relating to the Contract, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the PCA Arbitration Rules 2012. The number of arbitrators shall be one. The language to be used in the arbitral proceedings shall be English. The place of arbitration shall be Paris (France). The Parties shall expressly renounce their right to seek the annulment or setting-aside of any award rendered by the arbitral tribunal, or if this renunciation is not legally possible, the Parties shall expressly agree that if an award rendered by the arbitral tribunal is annulled, the jurisdiction ruling on the annulment proceedings cannot rule on the merits of the case. The dispute will therefore be settled by new arbitral proceedings in accordance with this clause.

Nothing in the Contract shall be construed as a waiver of the privileges and immunities that the OECD enjoys as an international organisation.

ARTICLE 16 – CONFIDENTIALITY

Any information, on any medium whatsoever, sent to the Contractor to which the Contractor obtains access on account of the Contract, shall be held confidential. In consequence, the Contractor shall not disclose such information



without the written prior consent of the Organisation. The Contractor shall ensure that the Contractor's Personnel is expressly bound by and respect the provisions of the present clause.

ARTICLE 17 – PERSONAL DATA PROTECTION

17.1. In the Contract, the following terms shall have the meanings set out below:

- a) "Applicable Data Protection Regulation" means: (a) in respect of the OECD, the OECD Data Protection Rules; and (b) in respect of the Contractor, any privacy and/or data protection laws and regulations that apply to the Processing of Personal Data by or on behalf of the Contractor;
- b) "Controller" means a person who, either alone or jointly with others, determines the purposes and means of the Processing of Personal Data;
- c) "OECD Data Protection Rules" means the OECD internal rules on data protection, which are the only rules governing Personal Data protection that are applicable to the OECD. They are currently set out in the Decision of the Secretary-General on the protection of individuals with regard to the processing of their personal data, Annex XII of the Staff Regulations, Rules and Instructions applicable to Officials of the Organisation. A copy of the current OECD Data Protection Rules has been provided to the Contractor;
- d) "Personal Data" means any information relating to an identified or identifiable individual, ("data subject") Processed by the Contractor and/or its sub-processors under or otherwise in connection with the Contract;
- e) "Personal Data Breach" means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, theft of, or access to, Personal Data transmitted, stored or otherwise Processed, and any other incident impacting on the availability, integrity or confidentiality of the Personal Data;
- f) "Processing" means any operation which is performed on Personal Data whether or not by automated means. The terms "Process" and "Processed" shall be construed accordingly.
- g) "Processor" means a person who Processes Personal Data on behalf of the Controller.

17.2. The Contractor acknowledges that the OECD is an independent intergovernmental organisation and is not subject to any national or regional legislation, but only subject to the OECD Data Protection Rules.

17.3. The Parties acknowledge that the Contractor is a Processor in respect of the Personal Data it Processes under or otherwise in connection with the Contract and the OECD is the Controller. The details of the Processing operations are set out below:

Categories of data subjects	The individuals of whom we will collect and use data will be applicants who already applied for positions at the OECD through Taleo (or future OECD Applicant Tracking System). To be considered for the selection they should expect that their personal information will be processed.
Categories of Personal Data	This will depend on the online assessment provider and potentially include: High likelihood: e-mail address Medium likelihood: Name, age, gender identity, phone number, education level, profession, location, language



Nature of the Processing	Personal information will be processed to conduct an assessment of candidates which will be run using an external online platform.
Purposes of the Processing	Candidates' personal information is necessary to identify them, conduct and complete the assessment, which will enable the OECD to make an informed decision on which candidates are suitable for the YAP and will move forward in the selection process.
Duration of the Processing	Term of the Contract

17.4. The Contractor shall comply with all the obligations of a Processor in accordance with this Contract and under Applicable Data Protection Regulation.

In particular, but without limiting the generality of the foregoing, the Contractor warrants that it will, and will procure that its sub-processors will:

- a) only Process the Personal Data for the purposes of performing the Contract [and as set out in clause [17.3] above;
- b) only Process the Personal Data on documented instructions from the OECD, and immediately inform the OECD if it believes that the instructions infringe the Applicable Data Protection Regulation;
- c) ensure appropriate protection for the Personal Data. In particular, the Contractor shall implement and maintain throughout the Processing appropriate technical and organisational measures to ensure a level of security appropriate to the risk and to protect the Personal Data against a Personal Data Breach. In assessing the appropriate level of security, the Contractor will take due account of the state of the art, the costs of implementation, the nature, scope, context and purposes of the Processing and the risks involved for the data subjects;
- d) limit access to the Personal Data to members of its Personnel only to the extent necessary for implementing, managing and monitoring the Contract and ensure that the persons authorized to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.;
- e) at the choice of the OECD, delete all Personal Data and certify to the OECD that it has done so, or return all Personal Data to the OECD at the end of the Contract[, unless it is required to store the Personal Data under applicable laws to which it is subject, in which case the Contractor will inform the OECD, will continue to ensure compliance with this clause [17] and will only Process the Personal Data to the extent and for as long as required under that law;
- f) promptly notify and transfer to the OECD any request received from the data subjects without responding to that request unless instructed by the OECD to do so and assist the OECD to meet its obligations to process and respond to data subject requests, taking into account the nature of Processing;
- g) assist the OECD in ensuring compliance with the following obligations of the OECD under the OECD Data Protection Rules taking into account the nature of the Processing and the information available to the Contractor]: the obligation to carry out a Data Protection Risk Assessment (as the term is defined in the OECD Data Protection Rules) and, where this indicates that the Processing may result in a high risk, to consult the Data Protection Officer; the obligation to ensure that Personal Data is accurate and up to date, by informing the OECD without delay if the Contractor becomes aware that the Personal Data it is processing is inaccurate or has become outdated; and the OECD's security obligations.



- h) maintain a record of all Processing of Personal Data under the Contract and make it available to the OECD upon request;
- i) warrant that any data subject who is not able to bring a claim against the OECD, arising out of a breach by the Contractor or its sub-processor(s) of any of their obligations referred to in this clause [17], may issue a claim against the Contractor.

17.5. The Contractor shall obtain prior written permission from the OECD before engaging a sub-processor.

In respect of the engagement of sub-processors, the Contractor warrants that:

- a) it will enter into a written contract with the sub-processor which imposes on the sub-processor, in substance, the same data protection obligations as the ones imposed on the Contractor in accordance with this Clause [17]. The Contractor shall ensure that the sub-processor complies with the obligations to which the Contractor is subject pursuant to this Clause [17] and Applicable Data Protection Regulation;
- b) at the OECD's request, the Contractor will provide a copy of such a sub-processor agreement and any subsequent amendments to the OECD. To the extent necessary to protect business secret or other confidential information, including personal data, the Contractor may redact the text of the agreement prior to sharing the copy;
- c) the Contractor will remain fully responsible to the OECD for the performance of the sub-processor's obligations in accordance with its contract with the Contractor. The Contractor shall notify the OECD of any failure by the sub-processor to fulfil its contractual obligations;
- d) the Contractor shall agree a third party beneficiary clause with the sub-processor whereby - in the event the processor has factually disappeared, ceased to exist in law or has become insolvent - the OECD shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the Personal Data.

17.6. The Contractor will deal promptly and adequately with inquiries from the OECD about the Processing of Personal Data in accordance with this clause [17] and make available to the OECD all information necessary to demonstrate compliance with its obligations under this clause [17]. The Contractor will permit the OECD and/or any third party auditor appointed by the OECD, upon reasonable notice, to inspect and audit the Contractor's Processing activities, and comply with all reasonable requests or directions by the OECD to enable the OECD to verify and/or ensure that the Contractor is in compliance with its obligations under the Contract. The OECD will take reasonable measures to ensure that any third party auditor appointed by the OECD will execute a written confidentiality agreement if requested by the Contractor or otherwise be bound by a statutory confidentiality obligation before conducting the audit.

17.7. The Contractor will notify the OECD as soon as possible (and in any event within a period not exceeding 48 hours) after becoming aware of any actual or suspected Personal Data Breach.

This notification shall be made by phone and email and, at the OECD's request, confirmed by a registered letter with proof of receipt. It should describe (i) the nature and circumstances of the Personal Data Breach, including where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of Personal Data records concerned, and its likely consequences) (ii) the corrective actions implemented (or to be implemented) in order to remedy such Breach and to minimise the impact on data subjects, and (iii) the measures implemented (or to be implemented) in order to prevent a similar Breach from occurring in the future.



Where, and in so far as, it is not possible to provide the information under ii) and iii) above within 48 hours, the information shall be provided as soon as reasonably possible, as it becomes available.

The Contractor will promptly investigate any Personal Data Breach and take all necessary measures as soon as possible in order to remedy it, including to minimise the impact on data subjects, and prevent it from occurring in the future.

The Contractor acknowledges and understands that any Personal Data Breach may trigger obligations for the OECD, including notifications to the data subject, to the OECD Data Protection Officer and the OECD Data Protection Commissioner. The Contractor undertakes to cooperate with the OECD and enable the OECD to fulfil such obligations.