

# ORGANISATION FOR ECONOMIC CO- OPERATION AND DEVELOPMENT (OECD)

## MARKET CONSULTATION: EXPERT(S) IN ECONOMIC INACTIVITY/LABOUR MARKET LAW/POLICIES TO SUPPORT WORKS ON THE PROJECT 'DEVELOPING PUBLIC EMPLOYMENT SERVICES FOR ECONOMICALLY INACTIVE PEOPLE IN POLAND'

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**LOT 1: Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions**

**LOT 2: Good practices in the EU to support the labour market integration of previously inactive persons**

**LOT 3: Legal analysis of implementing labour market policies that target economically inactive persons in Poland**

**LOT 4: Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons**

**LOT 5: Report on regional labour demand forecasting by skills and occupations in Poland**

**LOT 6: Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland**

**The deadline date for the receipt of offers is 1 October 2023 (23:59 pm 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**.

## Fast facts

**Established:** 1961

**Location:** Paris, France

**Membership:** 38

**Budget:** EUR 421 million (2020)

**Secretariat staff:** 3300

**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 Argentina, 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 tenderers

## 1. - PURPOSE AND OBJECT OF THE MARKET CONSULTATION

The OECD is launching this Market Consultation with the objective of sourcing one or more Contractors that will support the OECD team that works on the project on *Developing Public Employment Services for economically inactive people in Poland* with four Regional Labour Offices based in Kraków, Gdańsk, Olsztyn and Opole. This project is funded by the Structural Reform Support Programme of the European Commission (EC).

This Market Consultation is divided in 6 Lots:

**LOT 1:** Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions

**LOT 2:** Good practices in the EU to support the labour market integration of previously inactive persons

**LOT 3:** Legal analysis of implementing labour market policies that target economically inactive persons in Poland

**LOT 4:** Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons

**LOT 5:** Report on regional labour demand forecasting by skills and occupations in Poland

**LOT 6:** Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland

**Tenderers can respond to one or more Lots.** In case Tenderers respond to multiple Lots, they are required to demonstrate the efficiency and productivity gains which would benefit the Organisation(s) should it decide to award these Lots to the same Tenderer. For all Lots listed herein, the Organisation(s) may choose to select a single or multiple suppliers.

## 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: Instructions to Tenderers;

- a) Terms of Reference;
- b) Letter of application;
- c) Market Consultation Declaration;
- d) Minimum General Conditions for OECD Contracts;

- e) Financial proposal template

## 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 [Lars.Ludolph@oecd.org](mailto:Lars.Ludolph@oecd.org) and [Kristine.langenbucher@oecd.org](mailto:Kristine.langenbucher@oecd.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 OECD Corporate Procurement Group immediately at [corporate.procurement@oecd.org](mailto: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 [Lars.Ludolph@oecd.org](mailto:Lars.Ludolph@oecd.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 that 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 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.

Tenderers are requested to use the financial template attached to this Market Consultation.

## 4. - INTERVIEWS

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

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

**LOT 1: Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions**

	<b>Technical criteria</b>	Points
1	Demonstrated prior experience conducting qualitative research and analysis on topics related to labour markets	20
2	Demonstrated knowledge/expertise on legislation, regulations, and administrative procedures related to the Polish labour market	15
3	Quality of the proposed method(s) and approach(s) to do the outlined activities covered by the lot	20
4	Demonstrated knowledge of Polish and English language	20
	<b>Financial criteria</b>	
1	Financial offer	25

**LOT 2: Good practices in the EU to support the labour market integration of previously inactive persons**

	<b>Technical criteria</b>	Points
1	Demonstrated prior experience conducting research and analysis on topics related to labour markets and public employment services in EU countries	20
2	Demonstrated knowledge/expertise on legislation, regulations, and administrative procedures related to labour markets and active labour market policies in EU countries	15
3	Quality of the proposed method(s) and approach(s) to do the outlined activities covered by the lot	20
4	Demonstrated knowledge of report drafting in English language	20
	<b>Financial criteria</b>	
1	Financial offer	25

**LOT 3: Legal analysis of implementing labour market policies that target economically inactive persons in Poland**

	<b>Technical criteria</b>	Points
1	Demonstrated prior experience conducting research and analysis on topics related to Polish labour market law and legislation	20
2	Demonstrated knowledge/expertise on Polish labour market law, regulations, and administrative procedures	15
3	Quality of the proposed method(s) and approach(s) to do the outlined activities covered by the lot	20
4	Demonstrated knowledge of Polish and English language	20
	<b>Financial criteria</b>	
1	Financial offer	25

**LOT 4: Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons**

	<b>Technical criteria</b>	Points
1	Demonstrated prior experience conducting qualitative research and analysis on topics related to labour markets and public employment services	20
2	Demonstrated knowledge/expertise on Polish labour market law, regulations, and administrative procedures	15
3	Quality of the proposed method(s) and approach(s) to do the outlined activities covered by the lot	20
4	Demonstrated knowledge of Polish and English language	20
	<b>Financial criteria</b>	
1	Financial offer	25

**LOT 5: Report on regional labour demand forecasting by skills and occupations in Poland**

	<b>Technical criteria</b>	Points
1	Demonstrated prior experience conducting quantitative labour market research	15
2	Demonstrated knowledge/expertise on labour demand forecasting	25
3	Quality of the proposed method(s) and approach(s) to do the outlined activities covered by the lot	20
4	Demonstrated knowledge of report drafting skills in English language	15
	<b>Financial criteria</b>	
1	Financial offer	25

**LOT 6: Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland**

	<b>Technical criteria</b>	Points
1	Demonstrated prior experience in designing pilots for active labour market policy instruments	30
2	Demonstrated knowledge/expertise on Polish labour market law and legislation	10
3	Quality of the proposed method(s) and approach(s) to do the outlined activities covered by the lot	25
4	Demonstrated knowledge of English language	10
	<b>Financial criteria</b>	
1	Financial offer	25

The overall technical score of this Market Consultation is 75 points.

The technical threshold is set to 45 points out of 75 points. The technical threshold corresponds to the minimum level of technical quality that a proposal shall demonstrate in order to be shortlisted.

## 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 OECD Centre for Entrepreneurship, SMEs, Cities and Regions (CFE) supports local, regional and national governments unleash the potential of entrepreneurs and small and medium-sized enterprises, promote inclusive and sustainable regions and cities, boost local job creation and implement local employment policies.

The CFE is launching this procurement process with the objective to contract with one or more Contractors who will assist the OECD CFE team that works on the project *Developing Public Employment Services for economically inactive people in Poland* with four Regional Labour Offices based in Kraków, Gdańsk, Olsztyn and Opole. This project is funded by the Structural Reform Support Programme of the European Commission (EC).

The Market Consultation includes the following lots:

**LOT 1: Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions**

**LOT 2: Good practices in the EU to support the labour market integration of previously inactive persons**

**LOT 3: Legal analysis of implementing labour market policies that target economically inactive persons in Poland**

**LOT 4: Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons**

**LOT 5: Report on regional labour demand forecasting by skills and occupations in Poland**

**LOT 6: Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland**

## 2. DESCRIPTION OF THE WORK

The **Organisation for Economic Co-operation and Development (OECD)** is launching this Market Consultation for sourcing one or more external experts who will assist the OECD CFE team that works on the project *Developing Public Employment Services for economically inactive people in Poland* with four Regional Labour Offices based in Kraków, Gdańsk, Olsztyn and Opole.

The profile sought with this Market Consultation is for one or more **experts in qualitative/quantitative/legal labour market and policy analysis.**

The primary role of the expert(s) will be to:

**Lot 1: Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions**

Contribute to an OECD review on employment barriers faced by economically inactive persons in Polish regions by conducting qualitative research with economically inactive persons and employers. The consultant will conduct focus group and structured interviews that complement quantitative analysis carried out by the OECD team. Based on the results of the qualitative work, the consultant will draft a report chapter in close cooperation with the OECD team.

**Lot 2: Good practices in the EU to support the labour market integration of previously inactive persons**

Contribute to an OECD review on policies to support the labour market integration of economically inactive persons in Polish region through a review of European good practices in how Public Employment Services support the labour market integration of different groups of economically inactive persons. The consultant will carry out desk-based research and interviews with representatives of Public Employment Services across the EU to identify relevant policies that support the labour market integration of economically inactive persons. These policies will cover active labour market policy instruments targeting economically inactive persons and policies engaging employers that are willing to hire persons coming out of an extended period of economic inactivity.

The consultant will support the organisation of two workshops – an international knowledge-sharing workshop and an online workshop with identified experts – in close cooperation with the OECD team.

He/she will draft a note on employer engagement to facilitate hiring of economically inactive persons and a report that describes the different policy instruments used by Public Employment Services in the EU to support the labour market integration of economically inactive persons.

**Lot 3: Legal analysis of implementing labour market policies that target economically inactive persons in Poland**

Contribute to an OECD review on policies to support the labour market integration of economically inactive persons in Polish regions by assessing whether OECD proposals of labour market policies that support the labour market integration of economically persons in Poland are compatible with existing Polish law or would require legislative/regulatory changes. The work on this lot will depend on the further developments with respect to foreseen changes to the Polish legislation on the promotion of employment and employment services.

The legal analysis will result in a note drafted by the consultant.

**Lot 4: Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons**

Contribute to an OECD review on policies to support the labour market integration of economically inactive persons in Polish regions by carrying out a feasibility study, in which the consultant will assess the readiness of Local Labour Offices in Poland in implementing new labour market policy instruments that target the economically inactive population in Poland. The consultant will develop a catalogue of interview questions and conduct interviews with members of staff in Local Labour Offices in four Polish regions.

**Lot 5: Report on regional labour demand forecasting by skills and occupations in Poland**

Contribute to the conceptual development of regional skills and occupational needs forecasting in Poland. Based on a stock-taking exercise and in close consultation with the OECD, the consultant will map out all forecasting and anticipation of occupational needs and skills initiatives in Poland, with a focus on what is available at the sub-national level.

The consultant will then conduct desk-based research and conduct interviews with experts in other EU countries to identify international good practices of regional skills and occupational needs forecasting. He/she will support the organisation of an international knowledge-sharing workshop on regional labour market forecasting with identified experts.

Based on identified good practices and in close cooperation with the OECD team, the consultant will produce a final report that covers the data requirements and methodology to forecast short-term skills-needs and medium-term demand for occupations and qualifications at the regional level in Poland.

**Lot 6: Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland**

Contribute to the development of new labour market instruments by drafting pilot implementation and evaluation strategy recommendations for four possible labour market policy pilot schemes. These implementation and evaluation strategies will lay out the details in terms of design, methods of implementation, estimated staff/cost requirements for implementing the pilot schemes, and a strategy for evaluation.

The consultant will prepare a draft note on the implementation and evaluation of the four pilots.

**Qualified companies, organisations, universities/research institutions and individuals can submit a bid.**

### 3. KEY TASKS, ACTIVITIES AND METHODS OF WORKING

**Working jointly with the OECD, the expert will undertake one or more of the following lots. The bidders may apply to one or multiple lots. The paragraphs below describe for each lot the key tasks and activities that could be requested under the framework contract. Successful candidates will be asked to provide services listed below or additional services identified during the duration of the projects. The list is not exhaustive and may change and evolve during the project's duration.**

**Lot 1: Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions****1A: Characterising economically inactive persons in Polish regions**

- a) **Conduct focus group interviews in person with economically inactive persons in four Polish regions:** The contractor will conduct four focus group interviews in person with economically inactive persons to identify employment barriers. One focus group interview will be carried out in each of the following four Polish cities/regions: Kraków/Małopolska, Gdańsk/Pomorskie, Olsztyn/Warmińsko-Mazurskie and Opole/Opolskie. Each focus group will consist of 6-10 economically inactive individuals. The purpose of these focus groups is to analyse obstacles to employment faced by different groups of the economically inactive. The groups of inactive individuals and their demographic and socio-economic profile will be defined over the coming months and shared with the contractor before the start of the contract. The four Regional Public

Employment Services will identify, contact and invite economically inactive individuals and will arrange for all logistical aspects of these focus groups, which includes choosing the location and providing a seminar room. The contractor is expected to cooperate closely with the four Regional Public Employment Services throughout the organisational period.

The structure of the focus group interviews will be designed by the contractor and reviewed by the OECD before the focus group interviews are carried out. For each group of economically inactive as defined by the OECD, the contractor will aim to answer at least the following questions:

- Identification of the main reasons for inactivity in the identified groups, i.e. barriers to/enabling entry into the labour market, including legal barriers and incentives;
- Identification of overlapping factors of economic inactivity between different groups of the economically inactive;
- Identification of the willingness to work by different groups of economically inactive if barriers to employment were to be removed;
- Identification of self-reported support economically inactive persons would require to enter the labour market.

The contractor will comply with OECD data protection requirements at all times when carrying out work under this contract.

- b) **Draft a chapter on obstacles faced by different groups of economically inactive persons in Poland:** The results of the interviews will be written up by the contractor in a draft chapter of approximately 15 pages. The draft chapter will receive feedback from the OECD team and the contractor will produce a final version thereafter. The draft chapter shall follow conventional OECD writing standards (e.g. including a chapter summary) as laid out in the latest version of the OECD Style Guide and recent publications in the OECD Local Economic and Employment Development (LEED) Programme Papers series. The contractor shall work using the latest version of O.N.E. Author and clearly document any references using appropriate tools (e.g. MS WORD or Mendeley). The draft will be reviewed by the OECD team and the contractor will then integrate comments received by the reviewers.

### **1B: Employer engagement strategies to facilitate the hiring of disadvantaged groups**

- c) **Conduct structured in-person or virtual interviews with employers in four Polish regions:** The contractor shall conduct semi-structured interview with employers in person or virtually to identify barriers to hiring persons who were previously economically inactive and desired government support. The consultant will carry out semi-structured interviews with 12 to 16 employers from Kraków, Gdańsk, Olsztyn and Opole and surrounding regions. Private, public and social economy employers will be chosen for these interviews based on balancing two main criteria: Their sector of economic activity and their company size. The four Polish Regional Labour Offices will support the process of finding interview partners by reaching out to regional employer associations from different sectors and national employer organisations. Interview partners will then be contacted, and interviews will be set up by the contractor.

The interview questions will be drafted by the contractor and reviewed by the OECD before the interviews are carried out. The interviews will

- Identify occupations suitable for being filled by individuals with a larger distance to the labour market;

- Identify barriers to employing people who have not been economically active for an extended period;
- Identify the willingness of employers to consider alternative work models for previously inactive individuals, such as part-time work;
- Identify company-internal support measures, and the benefit of PES and other support programmes.

The contractor will comply with OECD data protection requirements at all times when carrying out work under this contract.

- d) **Draft a note on obstacles faced by employers in Poland to hire different previously economically inactive persons:** The contractor will summarise all findings in a note of approximately 15 pages in length. The draft note shall follow conventional OECD writing standards (e.g. include a short summary of the note) as laid out in the latest version of the OECD Style Guide and recent publications in the OECD Local Economic and Employment Development (LEED) Programme Papers series. The contractor shall work using the latest version of O.N.E. Author and clearly document any references using appropriate tools (e.g. MS WORD or Mendeley). The draft will be reviewed by the OECD team and the contractor will then integrate comments received by the reviewers.

## **LOT 2: Good practices in the EU to support the labour market integration of previously inactive persons**

### **2A: International good practices of employer engagement strategies to facilitate the hiring of people with a large distance to the labour market**

- a) **Carry out desk-based research and interviews on PES practices from across the EU to support employers in hiring and retaining people with a large distance to the labour market:** The contractor will compile a provisional list of at least three good-practice examples of employer engagement and employer support in hiring and retaining persons who previously had a low labour market attachment. Based on this work, the consultant will carry out online interviews with relevant PES officials from across the EU to obtain operational details on the good practices from at least three PES.
- b) **Organise an online expert workshop with experts from EU member states on supporting employers in hiring and retaining people with a large distance to the labour market:** The contractor will organise an international online workshop on good practices in supporting employers to hire workers who come out of a prolonged period of professional inactivity. The contractor will propose an agenda to the OECD and identify three international experts from different countries for this workshop.
- c) **Prepare a draft note that summarises the results of the employer engagement activities:** The note will be approximately 25 pages in length and will summarise the work carried out under a) and b). The note will include a set of recommendations on best ways to engage with employers for PES. The draft note will receive feedback from the OECD team and the contractor will produce a final version thereafter. The note shall follow conventional OECD writing standards as laid out in the latest version of the OECD Style Guide and recent publications in the OECD Local Economic and Employment Development (LEED) Programme Papers series. The contractor shall work using the latest version of O.N.E. Author and clearly document any references using appropriate tools (e.g. MS WORD or Mendeley).

### **2B: International good practices of how to activate economically inactive persons**

- d) **Carry out desk-based research and interviews on policy options for the activation of economically inactive across the EU:** The contractor will identify at least three policy options on how to activate economically inactive persons from EU member states. Policies should be identified that target different groups of economically inactive persons based on previous profiling by the OECD. The work should identify the legal basis in the EU member state for activating the respective group. In close consultation with the OECD team, the contractor will prepare interview questions and conduct interviews with PES experts from at least three EU member states to be carried out in summer 2024.
- e) **Organise an international in-person workshop in Olsztyn, Poland:** The contractor will identify three relevant international experts to present on the activation of economically inactive at the workshop. The contractor will prepare a workshop concept note and the workshop agenda, incorporating feedback from the OECD team. The contractor will prepare a presentation that summarises all policy options identified under d) for the workshop and will incorporate feedback from the OECD into the slide deck.
- f) **Organise two study visits to EU member states for Polish PES staff:** Based on activities d) and e), the contractor will identify potential destinations within the EU for potential study visits for up to ten members from Polish authorities per study visit. After consultation with the OECD team and taking into account the willingness of the prospective destination country to host a visit, the contractor will plan two study visits. Each study visit will be planned for a duration of up to 2.5 days, including outbound and inbound travel. The programme of the study visits will be proposed by the contractor in close consultation with the OECD. The contractor is expected to join the study visits. Following each study visit, the contractor will produce a summary document (around 5 pages) with lessons learnt.
- g) **Prepare a draft report that summarises the policy options for the activation of economically inactive:** The draft report will reconcile the findings from d) and e) and f). It will lay out a series of options of how the Polish PES could activate different groups of economically inactive persons. This report shall be approximately 20-25 pages. The draft report will receive feedback from the OECD team and the contractor will produce a final version thereafter. The draft report shall follow conventional OECD writing standards (e.g. include an executive summary) as laid out in the latest version of the OECD Style Guide and recent publications in the OECD Local Economic and Employment Development (LEED) Programme Papers series. The Contractor shall work using the latest version of O.N.E. Author and clearly document any references using appropriate tools (e.g. MS WORD or Mendeley).

### **Lot 3: Legal analysis of implementing labour market policies that target economically inactive persons in Poland**

- a) **Legal analysis of labour market policy instruments and their compatibility with legislation in Poland:** The contractor will support the project on a needs basis. The contractor will carry out a review of labour law and regulations in Poland to assess up to five labour market policy instruments identified by the OECD (based on the work carried out as part of Lot 2 and additional work by the OECD) that target economically persons in Poland. The contractor will assess the compatibility of these instruments with existing legislation and identify where their implementation would require legislative/regulatory changes. Where necessary, the analysis will indicate how existing Polish regulations could be amended so that new policy tools can be used by the Polish PES in supporting the economically inactive or employers recruiting these persons. The contractor will conclude the analysis with suggestions of general regulation proposals if these are necessary. The contractor will draft a note that provides a legal assessment of up to five labour market policy instruments. The draft note will receive

feedback from the OECD team and the contractor will produce a final version thereafter. The work on this lot will depend on the further developments with respect to foreseen changes to the Polish legislation on the promotion of employment and employment services.

- b) **Participation in an in-person expert workshop in Olsztyn, Poland:** The contractor will participate in a workshop in Olsztyn, Poland where the OECD will present a set of policy recommendations on how the Polish PES can target economically inactive persons with labour market integration measures. The contractor will participate actively and present draft findings if the timing of previous outputs allows these to be ready at the time of the workshop.

#### **LOT 4: Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons**

- a) **Carry out consultations and a feasibility study with local labour offices in Poland to assess their capacity to implement new labour market policy instruments targeting economically inactive persons:** The contractor will carry out a feasibility study, in which he/she will assess the readiness of Poviats Labour Offices in Poland to implement new labour market policy instruments that target the economically inactive population in Poland. A list and detailed description of the new labour market policy instruments will be provided by the OECD. The assessment will consider organisational, staffing, financial and technical aspects of (barriers to) implementation faced by Poviats Labour Offices.

The contractor will conduct in-person or virtual interviews with relevant members of staff in Poviats Labour Offices of each of the following regions for a total of 12 interviews (three interviews per region): Kraków/Małopolska, Gdańsk/Pomorskie, Olsztyn/Warmińsko-Mazurskie and Opole/Opolskie. The Poviats Labour Offices will be identified by the Regional Labour Offices of these regions. The interview questions will be drafted by the contractor and sent to the OECD for feedback. The contractor will always comply with OECD data protection requirements when carrying out work under this contract.

- b) **Prepare a note that summarises the capacity of local labour offices in Poland to implement new labour market policy instruments targeting economically inactive persons:** The contractor will draft a note that summarises and reconciles the findings from a). The note will consist of four different sections that summarise the organisational, staffing, financial and technical (barriers) to the implementation of new labour market policy instruments targeting economically inactive persons respectively. The final output shall be approximately 20 pages in length. The draft note will receive feedback from the OECD team, which the contractor will integrate and produce a final version thereafter.

#### **LOT 5: Report on regional labour demand forecasting by skills and occupations in Poland**

- a) **Prepare a chapter on regional skills and occupational needs forecasting in Poland:** The contractor will contribute to an OECD report with an assessment and recommendations on how to strengthen the technical capacity of Regional Labour Offices in Poland. The contractor will review existing initiatives in Poland related to the regional anticipation and forecasting of demand for occupations and skills in Poland. The contractor will carry out desk research and will consult closely with Regional Labour Offices in Poland and the Department of Labour Market of the Ministry of Family and Social Policy to identify relevant stakeholders and institutions in Poland that carry out occupation and skills forecasting. Based on the stock-taking exercise and in close consultation with the OECD, the contractor will then draft a

chapter of approximately 15 pages that maps out all forecasting and anticipation of occupational needs and skills initiatives in Poland, with a focus on what is available at the sub-national level. Different types of regional labour foresight mechanisms such as quantitative skills and occupational needs forecasting, employer surveys, and expert surveys should be clearly distinguished.

- b) **Prepare a chapter on international good practices of regional skills needs forecasting:** The contractor will conduct desk-based research and interviews with international experts as necessary to identify three international good practices of regional skills needs forecasting and anticipation. These international good practice examples will be selected based on the gaps in regional labour demand forecasting and anticipation methods in Poland identified by the contractor in a). The contractor will summarise the results in a draft chapter of approximately 15 pages. This report will also cover the data requirements and detailed methodology to implement international good practices in Poland.
- c) **Organise an international in-person expert workshop in Opole, Poland:** Based on the work carried out under b), the contractor will identify and invite three relevant international experts on skills needs forecasting and anticipation to present at a workshop in Opole, Poland. The contractor will prepare a workshop concept note and the workshop agenda, incorporating feedback from the OECD team. The venue and catering will be provided by the Regional Labour Office in Opole.
- d) **Prepare a final report on “Regional skills-needs anticipation in Poland”.** The contractor will prepare a final report on the anticipation of skills needs at the regional level in Poland. The report will harmonise all inputs gathered under a), b) and c). The final output shall be approximately 30-35 pages in length. The report will be drafted in close cooperation with the OECD team. The contractor will receive detailed feedback on the draft and produce a final version that implements the feedback thereafter. The draft report shall follow conventional OECD writing standards (including an executive summary, assessment and recommendations for Poland, and chapter abstracts) as laid out in the latest version of the OECD Style Guide and recent publications in the Local Economic and Employment Development (LEED) Programme Papers series. The Contractor shall work using the latest version of O.N.E. Author and clearly document any references using appropriate tools (e.g. MS WORD or Mendeley).

#### **LOT 6: Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland**

- a) **Draft a note with pilot implementation strategies for new labour market policy instruments targeting economically inactive persons in Poland.** Based on a catalogue with proposals for different labour market policy instruments developed by the OECD, the contractor will draft pilot implementation and evaluation strategy recommendations for four possible pilot schemes. These implementation and evaluation strategies will lay out the details in terms of design, methods of implementation, data requirements and sources, estimated staff/cost requirements for implementing the pilot schemes, and a strategy for evaluation (e.g. with respect to sample sizes and evaluation method). The contractor will consult closely with four Regional Labour Offices in Poland to gather all necessary information for the implementation and evaluation strategies. For the final output, the contractor will draft a note of approximately 30 pages (approximately 5-8 pages for each pilot) that contains the details on the pilot implementation and evaluation strategy recommendations. The contractor will receive detailed feedback from the OECD team on the draft note and produce a final version that implements the feedback thereafter. The draft report shall follow conventional OECD writing standards (e.g. include an executive summary) as laid out in the latest version of the



OECD Style Guide and recent publications in the OECD Local Economic and Employment Development (LEED) Programme Papers series. The contractor shall work using the latest version of O.N.E. Author and clearly document any references using appropriate tools (e.g. MS WORD or Mendeley). The actual implementation of the pilot is not part of this contract.

- b) **Organise an online workshop on the use of counterfactual methods.** Together with a member of the OECD team, the contractor will organise an online workshop on the use of counterfactual methods in policy evaluations. The contractor will prepare a presentation and present a discussion on potential operational challenges when implementing pilot schemes of new labour market policy instruments. Following the workshop, the contractor will produce a short summary of approximately 5 pages that summarises the discussions in the workshop.

For all lots, the project/activities will be overseen by the OECD CFE team working on the project on *Developing Public Employment Services for economically inactive people in Poland*. The OECD will be responsible for coordination with the other stakeholders involved in the project – DG REFORM (European Commission) and the Regional Labour Offices in Poland.

#### 4. TIMELINE, EXPECTED DURATION OF THE PROJECT

The expert will work under the supervision of the OECD CFE team that works on the project on *Developing Public Employment Services for economically inactive people in Poland* with four Regional Labour Offices based in Kraków, Gdańsk, Olsztyn and Opole.

The **indicative timeline** of the different lots and activities is the following (the exact dates/length of the different lots are to be further discussed with the contractor):

Activity	Date
<b>Lot 1 (Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions)</b>	
Activity (a)	December 2023 - February 2024
Activity (b)	January 2024 – March 2024
Activity (c)	January 2024 – April 2024
Activity (d)	January 2024 – April 2024
<b>Lot 2 (Good practices in the EU to support the labour market integration of previously inactive persons)</b>	
Activity (a)	January 2024 – May 2024
Activity (b)	June - August 2024
Activity (c)	May 2024 – October 2024
Activity (d)	April 2024 – September 2024
Activity (e)	November 2024
Activity (f)	September 2024 and January 2025
Activity (g)	October 2024 – January 2025
<b>Lot 3 (Legal analysis of implementing labour market policies that target economically inactive persons in Poland)</b>	
Activity (a)	September 2024 – February 2025
Activity (b)	November 2024

<b>Lot 4 (Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons)</b>	
Activity (a)	February 2025
Activity (b)	February 2025 – April 2025
<b>Lot 5 (Report on regional labour demand forecasting by skills and occupations in Poland)</b>	
Activity (a)	December 2023 – March 2024
Activity (b)	December 2023 – March 2024
Activity (c)	April 2024
Activity (d)	April 2024 – July 2024
<b>Lot 6 (Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland)</b>	
Activity (a)	February 2025 – Mai 2025
Activity (b)	June 2025

The maximum duration of the framework contract shall not exceed four (4) years.

The OECD's Minimum General Conditions of contracts will be applied in the event that the bidder is selected. If the bidders have any comments regarding any of the Minimum General Conditions of OECD Contract, they should be highlighted in the Letter of Application.

## 5. MINIMUM REQUIREMENTS

Qualified companies, organisations, universities/research institutions and individuals can submit a bid. The proposed expert shall as a minimum process the following technical and qualitative requirements:

**Lot 1 (Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions) and Lot 4 (Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons):**

- A post-graduate degree (PhD or Masters) in law, economics, social science, political science, or related discipline.
- Minimum of three (3) years of relevant experience leading or supporting research and analysis on labour markets, employment policies or related areas.
- Experience (possibly within academic research) in carrying out focus group interviews and/or structured interviews.
- Minimum level C2 in Polish language and minimum level C1 in English language.
- A proven track record of drafting policy reports.

**Lot 2 (Good practices in the EU to support the labour market integration of previously inactive persons):**

- A post-graduate degree (PhD or Masters) in law, economics, social science, political science or related discipline.
- Minimum of three (3) years of relevant experience leading or supporting research and policy analysis.

- Minimum of three (3) years of experience working on topics related to active labour market policies in a national or international context.
- Minimum level C1 in English language.
- A proven track record of drafting policy reports.
- A proven record of organising workshops and events is considered an asset.

**Lot 3 (Legal analysis of implementing labour market policies that target economically inactive persons in Poland):**

- A post-graduate degree (PhD or Masters) in law, political science or related discipline with a strong legal component.
- Minimum of three (3) years of relevant experience leading or supporting legal analysis related to labour market regulations.
- Minimum of three (3) years of experience working on topics related to labour market policies in Poland.
- Minimum level C2 in Polish language and minimum level C1 in English language.
- A proven track record of drafting reports containing legal analysis.

**Lot 5 (Report on regional labour demand forecasting by skills and occupations in Poland):**

- A post-graduate degree (PhD or Masters) in economics, econometrics, quantitative social science, or related discipline.
- Minimum of three (3) years of relevant experience leading or supporting quantitative labour market research and analysis.
- Minimum of three (3) years of experience working on topics related to labour demand forecasting and/or skills anticipation in a national or international context.
- Minimum level C2 in English language.
- A proven track record of drafting policy reports.
- A proven record of organising workshops and events is considered an asset.

**Lot 6 (Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland):**

- A post-graduate degree (PhD or Masters) in economics or related discipline.
- Minimum of three (3) years of relevant experience leading or supporting quantitative policy research and analysis.
- A proven record of working on topics related to pilot design, pilot implementation and pilot evaluation of new policies, ideally in the context of labour markets.
- Minimum level C2 in English language.

## **6. HOW TO APPLY**

Bidders interested in participating in this Market Consultation shall provide:

- A full CV of the proposed expert (or CVs in the case of a consultancy/firm);

- One page (up to 500 words) indicating which of the six lots the bidder is interested in and describing experience leading or supporting research and analysis relevant to the lot(s); bidders applying to more than one lot can provide one page for each lot;
- One page (up to 500 words) indicating which of the six lots the bidder is interested in and describing one or several proposed method(s) or approach(es) to carry out the outlined activities for each of the lots covered by the bid; bidders applying to more than one lot can provide one page for each lot.
- A financial proposal (using the financial grid provided) for the execution of the work under each of the lots covered by the bid, clearly indicating:
  - the daily rate(s) of the expert(s);
  - the travel costs, if applicable;
  - the estimated overall costs and;
  - the estimated breakdown of costs for each deliverable.
- Bidders should clearly indicate that the proposed prices are valid for the entire duration of the project/contract (up to 4 years) and/or provide a % of a possible increase.
- An estimated timeline of the deliverables, indicating when the work could take place, taking into account the timeline indicated in section 4.

**ANNEX: Financial Grid template**

**Market Consultation for the provision of:**

*Developing Public Employment Services for economically inactive people in Poland*

**Lot 1 - Qualitative assessment of employment barriers faced by economically inactive persons in Polish regions**

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant)		
<b>2</b>			
	number of days to complete the services foreseen in the TOR	days	
<b>3</b>	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
<b>4</b>	Estimated overall costs	excluding taxes	including taxes

**Lot 2 - Good practices in the EU to support the labour market integration of previously inactive persons**

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant)		
<b>2</b>			
	number of days to complete the services foreseen in the TOR	days	
<b>3</b>	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
<b>4</b>	Estimated overall costs	excluding taxes	including taxes

**Lot 3 - Legal analysis of implementing labour market policies that target economically inactive persons in Poland**

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant)		
<b>2</b>			
	number of days to complete the services foreseen in the TOR	days	
<b>3</b>	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
<b>4</b>	Estimated overall costs	excluding taxes	including taxes

**Lot 4 - Assessing the capacity of local labour offices in Poland to implement policy instruments that target economically inactive persons**

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant)		
<b>2</b>			
	number of days to complete the services foreseen in the TOR	days	
<b>3</b>	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
<b>4</b>	Estimated overall costs	excluding taxes	including taxes

**Lot 5 - Report on regional labour demand forecasting by skills and occupations in Poland**

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant)		
<b>2</b>			
	number of days to complete the services foreseen in the TOR	days	
<b>3</b>	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
<b>4</b>	Estimated overall costs	excluding taxes	including taxes

**Lot 6 - Developing pilot schemes for new labour market policy instruments targeting economically inactive persons in Poland**

Ref.	Description	EUR (excluding taxes)	EUR (including taxes)
<b>1</b>		<b>daily rate</b>	<b>daily rate</b>
1.1	Daily rate of the consultant)		
<b>2</b>			
	number of days to complete the services foreseen in the TOR	days	
<b>3</b>	Additional costs		
2.1	travel costs (if any)		
2.2	any additional cost (please specify)		
<b>4</b>	Estimated overall costs	excluding taxes	including taxes

**NOTES**

‘Bidders shall provide as a minimum a price for the items listed above.  
Bidders shall also provide a clear breakdown of costs for each deliverable

Additional details (e.g. different rates depending on the profile, applicable discounts, etc.) can be provided at the discretion of the bidder.

**Prices indicated in the financial offer should be valid for up to 4 years.**



# Letter of Application

## Market Consultation for 'Developing Public Employment Services for economically inactive people in Poland'

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 'Developing Public Employment Services for economically inactive people in Poland'

As part of the offer in response to this Market Consultation '*Developing Public Employment Services for economically inactive people in Poland*', 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 to 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 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***

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

- i) "Applicable Data Protection Regulation" means the OECD Data Protection Rules and any data privacy or data protection law or regulation that apply to the Processing of Personal Data by the Contractor;
- ii) "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 OECD Data Protection Rules has been provided to the Contractor;
- iii) "Personal Data" means any information relating to an identified or identifiable individual, Processed under or otherwise in connection with the Contract;
- iv) "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 the availability, integrity or confidentiality of the Personal Data;
- v) "Processing" means any operation which is performed on the Personal Data whether or not by automated means; "Process/Processed" shall be construed accordingly.

As an independent intergovernmental organisation, the OECD is not subject to any national or regional legislation, and the only rules governing personal data protection that are applicable to the OECD are the OECD Data Protection Rules. In respect of the Processing, the OECD will comply with the OECD Data Protection Rules and the Contractor will comply with the Applicable Data Protection Regulation.