

Public service contract for the facilitation of the Team Europe Democracy Network Annual Meeting – 16–17 September 2025

Low-value contract (estimated total value below EUR 30,000, excluding VAT, over the entire duration)

Enabel reference: BEL22001-10096

Deadline for the submission of offers: Thursday, 25 July 2025, no later than 2:00 PM (Belgian time)

Belgian development agency

enabel.be

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# 1 Subject-matter of the request

# SUBJECT-MATTER OF THE REQUEST

Public service contract for the facilitation of the Team Europe Democracy Network Annual Meeting – 16–17 September 2025

ENABEL REFERENCES BEL22001-10096

# 2 Instructions to tenderers

CONTACT PERSON AT ENABEL during the procedure		
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E-MAIL:	Julie.jadot@enabel.be and belprojects.procurement@enabel.be	

INFORMATION REGARDING THE PROCEDURE		
	DATE:	July 25th, 2025, at 2.00 PM at the latest
RECEPTION OF TENDERS	PLACE:	Via mail to the following address: Julie.jadot@enabel.be and belprojects.procurement@enabel.be
VALIDITY PERIOD OF THE TENDER:		30 days

# 3 Terms of reference

DELIVERY / PERFORMANCE DEADLINE / DURATION	
Date of desired output:	16 <sup>th</sup> of September 2025 to 17 <sup>th</sup> of September 2025

CONTACT PERSON AT ENABEL for performance		
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## 3.1 General information

On September 16th and 17<sup>th</sup> 2025, the Team Europe Democracy (TED) Network will hold its third Annual Meeting (TEDNAM). Over the course of two days, the members of the Network will gather in Brussels to look back on the past year's accomplishments and plan the year ahead.

The Team Europe Democracy Network is a Team Europe Initiative seeking to improve the collaboration and coordination amongst European democracy-support actors. The Network is composed of over 110 organisations amongst which European Institutions, Member States of the EU, development agencies, civil society organistions or think tanks. The Network is facilitated by the TED Secretariat, consisting of a team of Enabel and GIZ staff working jointly together.

For the third edition of the Annual Meeting, about 200 members of the Network will gather in Brussels over the course of two days. This event is an opportunity for them to meet their peers, exchange on different thematics pertaining to democracy support and the current global context. It is also the occasion for members to review the work conducted in the past year and plan the year ahead.

The current draft agenda is as follows. The last columns designates sessions the tenderer will be moderating.

Day 1			
10:00 - 10:30	Arrival of the Steering Committee Members	60 participants, coffee upon arrival	No
10:30 - 12:15	Steering Committee	60 participants	No
11:45 – 12:15	Arrival of the non-steering committee members	140 participants	No
12:15 - 13:15	Lunch	200 participants	No
13:15 - 17:30	Opening of TEDNAM and plenary sessions (speeches, panel discussions)	200 participants, coffee break in between	Yes
17:30 - 19:30	Networking Reception	200 participants	No

Day 2			
8:00 – 8:30	Arrival of participants	200 participants, welcome coffee	No
8:30 - 10:00	Plenary session (speeches, panel discussions)	200 participants	Yes
10:00 - 13:00	Break out rooms session	4 groups of 50 persons	No
13:00-14:30	Lunch	200 participants	No
14:30 - 16:30	Plenary session (speeches, discussions, concluding remarks)	200 participants	Yes

# 3.2 Description of services – Terms of Reference

## 3.2.1 General objectives

The objective of this procurement is hiring a moderator to facilitate and moderate some of the Team Europe Democracy Network Annual Meeting, ensuring smooth timemanagement, participants engagement and the achievement of the thematic objectives of the event.

## 3.2.2 Specific activities and deliverables

#### • Target Audiences

The primary audiences constists of TED Network members, including EU institutions, MS, development agencies, civil society, non-profit organisations, international organisations, intergovernmental organisations, think tanks, academia, networks, alliances, foundations and funds. There are over 250 members in the TEDNetwork.

### • Requestest Service and Expected Results

All products, services and exchanges will be in English.

The moderator will collaborate closely with the TED Secretariat to tailor their approach to the facilitation of the event according to the objectives expressed by the Secretariat.

Prior to the event, the moderator will prepare the event through reading of different materials. These may include and are not limited to:

- Publications from members on topics pertaining to democracy-support and their different activities;
- Publications shared by the TED Secretariat on the Capacity4Dev Platforms.
- TEDNAM 2024 Summary Booklet

The moderator will also be exchanging with the TED Secretariat regarding their expectations of the different segments.

The moderator may ask to exchange with speakers and panellists prior to the event in order to refine their intervention and develop common understanding of key messages. If so, the TED Secretariat will help facilitate these exchanges to the extent possible.

The moderator is expected to:

- Help prepare and facilitate the plenary sessions of the Annual Meeting, ensuring a smooth organisation during the event, encouraging active and inclusive participation, establishing a clear link between the different segments of the programme and the testimonies of the different speakers and panelists.
- Stimulate the discussion where needed, by providing guiding questions to encourage creative thinking, reflection, exchange and cross-pollination of ideas. An innovative and results driven approach should be taken to ensure the event's dynamism.
- Help ensure that the event runs smoothly and on time, according to the latest schedule shared with them prior to the event.

## 3.2.3 Expert profiles or expertise requested

This assignment will require one moderator.

The proposed moderator must meet the following minimum requirements:

- The moderator must demonstrate an excellent command of English, both oral and written (C1 level). Language proficiency will be assessed based on the information (language level) provided in the CV of the moderator. The contracting authority reserves the right to request additional information and examine the following elements:
  - Certification and/ or language test results;
  - Or Language of the diploma(s) obtained;
  - Previous professional experience;
- The moderator has a Master's degree in political sciences, international law, international relations, European politics, human rights law, history or cultural studies.

#### 3.2.4 Planned activities

The proposed planning serves as an indicative guide to clarify the TED Secretariat's expectations.

Period	Activities	Responsible
End of June -	Procurement process.	TED Secretariat
> Mid-July		
	The TED Secretariat will launch the	

	procurement process for the annual	
	contracting of the facilitator for the	
	Team Europe Democracy Annual	
	Meeting.	
<b>Mid-July</b>	The selected contractor will receive	TED secretariat + Contractor
	notice of their selection, and the	
	contract will be signed. The TED	
	Secretariat will have a first call with	
	the contractor to get to know each	
	other and define expectations as to	
	this collaboration	
Early	Prior to the event, the facilitator will	Contractor, supported by TED
September	have preparatory sessions with the	Secretariat
	TED Secretariat in order to refine the	
	moderation and facilitation of the	
	event. Information packages will be	
	provided to the facilitator with the	
	latest versions of the agenda, the	
	background of speakers and the topics	
	to be discussed.	
	The last modifications will be made to	
	the agenda, and the moderator will be	
	informed of any changes that might	
	impact the segments of the	
Contombon	During the 1.5 days of the event, the	Contractor + TED Secretariat
September 16 <sup>th</sup> and 17 <sup>th</sup>		Contractor + TED Secretariat
16 <sup>th</sup> and 17 <sup>th</sup>	facilitator will be interacting with members of the TED Network and	
	helping foster conversations on key	
	topics. They will communicate and	
	coordinate with the TED Secretariat	
	throughout the programme.	
	Lunch and dinner will be provided to	
	the moderator on the first day. On the	
	second day, lunch will be provided.	
Post -event	In the days after the event, the TED	TED Secretariat + Contractor
	Secretariat will have a debriefing call with	
	the moderator to review the event and	
	explore aspects that might need	
	improvements for future iterations.	

The TED Secretariat estimates that preparation for this event will require three (3) full days, in addition to the two (2) full days of the event itself. If the moderator resides outside Brussels, travel costs of up to EUR 300 (all taxes included) will be reimbursed. In such cases, up to two (2) additional days for travel may be added to the total of five (5) working days covered by this contract, with a preference for train travel as the chosen mode of transportation. These travel-related costs must be included by the tenderer in the proposed all-inclusive lump sum price.

Please note that the TED Network Annual Meeting agenda is subject to change; the moderator is therefore expected to remain flexible and able to swiftly adapt the facilitation to the format needed.

## 3.2.5 Other information

Following the event, the moderator will have a debriefing with the TED Secretariat in order to reflect on what went well during the event and what could be improved in future iterations.

## 3.3 Award criteria

The contract will be awarded to the tenderer submitting the most economically advantageous tender on the basis of the award criteria below.

N°	Description	
1.	Price	

The tenderer shall complete the tender form referred to in Section 5.2 of the tender specifications and indicate **the proposed all-inclusive lump sum price for the execution of the contract. This price must cover all associated costs.** 

As a reminder, the TED Secretariat estimates that the preparation for this event will require three (3) full working days, in addition to the two (2) full days of the event itself. Should the moderator reside outside Brussels, travel costs of up to EUR 300 (all taxes included) may be reimbursed. In such cases, up to two (2) additional travel days may be added to the total of five (5) working days foreseen under this contract, with train travel being the preferred mode of transportation. These travel-related costs must be included by the tenderer in the proposed all-inclusive lump sum price.

The offer with the lowest all-inclusive lump sum price will receive the maximum number of points.

For the other offers, this criterion will be evaluated based on the following proportionality rule:

## $B = [P(lowest)/P(tender)] \times Z$

Where:

- B = the number of points obtained by the tender examined;
- P(lowest) = the amount of the lowest regular tender;
- P(tender) = the amount of the tender examined;
- Z = the weighting of the item concerned.

Tenders will be compared inclusive of VAT.

With regard to VAT, please note that the services are subject to:

- Belgian VAT for a Belgian service provider;
- VAT in the service provider's country of origin for an EU service provider;
- Without VAT for non-EU service providers (except if the local legislation provides otherwise).

### 2. Methodology

The tenderer must attach a technical note (maximum 1,5 pages) detailing:

- Their relevant experience and/or key skills related to the facilitation of multistakeholder events, ideally in the field of democracy support or international cooperation, including their approach to fostering interactive and inclusive exchanges during the plenary sessions

## 2. Desired competences and experiences

The tenderer shall include in their offer the Curriculum Vitae of the proposed moderator, a list of relevant similar services previously carried out by the proposed moderator, and any other supporting documents that enable the contracting authority to assess the following elements:

• The tenderer's understanding of the objectives of the Team Europe Democracy

Initiative, as well as their knowledge of the initiative and its members;

- Their experience in moderating and facilitating conferences and events with over 150 participants, including representatives from governments and international organisations;
- Their knowledge of the European political landscape;
- Their experience in democratic governance and development;
- Their experience in the facilitations of platforms involving diverse actors at EU or international level;
- Their experience in involving stakeholders from different backgrounds and cultures in an inclusive way;
- Their communication, facilitation, and moderation skills;
- Their regional experience in Europe;
- Their knowledge of more than one European language.

Please note that an excellent command of English (both oral and written, minimum C1 level) is a mandatory requirement for this contract.

On the basis of the evaluation of all these criteria, the contract will be awarded to the tenderer submitting the most economically advantageous regular tender from the point of view of the contracting authority.

# 4 Service performance conditions

## 4.1 General remarks

Except when specified otherwise in the order or any related contractual document of the contracting authority, these conditions apply to public contracts for services awarded in the name and on behalf of Enabel (contracting authority).

## 4.2 Conformity of performance

The services must comply in all respects with the procurement documents. Even in the absence of specifications in the procurement documents, the services must comply in all aspects with good practice.

# 4.3 Acceptance of the services

The contracting authority disposes of a maximum verification term of thirty days starting on the end date of delivery of services to be accepted and to notify the result to the service provider.

## 4.4 Invoicing and payment

Invoices are established in one copy and respect the stipulations given in the Purchase Order / notification letter.

The invoice will be sent to the address mentioned on the Purchase Order / notification letter.

Invoices in due form and not disputed are paid within 30 calendar days after acceptance.

# 4.5 VAT exemption

The service provider includes in his prices any charges and taxes generally applied to services, with the exception of VAT.

VAT is recorded as a separate item in the inventory.

In the context of the present contract, it should be borne in mind that the recipient of the services is based in Belgium.

The services are therefore subject to:

Belgian VAT for a Belgian service provider;

VAT in the service provider's country of origin for an EU service provider;

Without VAT for non-EU service providers (unless local legislation provides otherwise).

It should also be borne in mind that Enabel is neither subject to VAT nor identified for VAT purposes.

## 4.6 Insurance

The service provider is bound to take out any obligatory insurance and to take out or renew any necessary insurance for the good performance of this public contract, especially insurance covering "civil liability" and "occupational accidents", and this for the whole period of the assignment.

The service provider will send the contracting authority, upon simple demand, a copy of the insurance policies taken out by the service provider and proof of regular payment of the premiums that are borne by him.

## 4.7 Intellectual property rights

The contracting authority acquires the intellectual property rights created, developed or used during performance of the public contract.

This public contract is a purchase order public contract under the terms of which the contractor acknowledges that he transfers to the contracting authority all economic rights relating to copyright in all the works covered by the contract (including texts, documents and graphics attached thereto or incorporated therein, all preparatory work, etc.). If they are the work of third parties, the contractor guarantees that he has acquired all exclusive rights and that he can transfer them to the contracting authority.

The costs of transferring these rights for all modes and forms of exploitation that are transferred are fully included in the prices of the public contract.

In no case may the service provider claim any special indemnity, compensation or damages for the use, in the performance of this public contract, of patents, licences, copyrights, etc., for which it is assumed that he has taken into account the charges resulting from such use when drawing up his tender.

It is further specified that the contracting authority is under no obligation to pay anything whatsoever to any third party holding (and/or exploiting) a patent, licence, etc. used in the performance of this public contract. The contractor is in all cases solely responsible for his own performance processes, even if the requirements of this public contract only indirectly indicate that the use of a patent, licence, etc. is necessary for the proper performance of the services covered by these Tender Specifications.

In short, any patent rights, licences, royalties, copyright or other costs are the responsibility of the contractor, who remains solely liable in the event of any claim.

However, the service provider retains the right to use the results related to the execution of the contract. They may utilize and reference them, provided that they explicitly state that these results stem from an assignment they carried out on behalf of Enabel.

# 4.8 Obligation of confidentiality

The service provider and its employees are bound by a duty of reserve concerning the information which comes to their knowledge during performance of this public contract. This information may not under any circumstances be communicated to third parties without the written consent of the contracting authority. The contractor may, nevertheless, list this contract as a reference, provided that he indicates its status correctly (e.g. 'in performance') and that the contracting authority has not withdrawn this consent due to poor contract performance.

Any commercial, organisational and/or technical information (all data, including, and this without limitation, the passwords, documents, schedules, plans, prototypes, figures) that the contractor gets hold of through this public contract remain the property of the contracting authority.

The GDPR applies to this public contract.

## 4.9 Deontological clauses

In accordance with Enabel's Policy regarding sexual exploitation and abuse of June 2019 and Enabel's Policy regarding fraud and corruption risk management complaints relating to issues of integrity (fraud, corruption, sexual exploitation and abuse, etc.) must be sent to the Integrity desk via <a href="mailto:integrity@enabel.be">integrity@enabel.be</a>.

Any failure to comply with one or more of the provisions of Enabel's ethical policies (<a href="https://www.enabel.be/who-we-are/integrity/">https://www.enabel.be/who-we-are/integrity/</a>) may lead to the termination of this contract and to the exclusion of the service provider from other public contracts for Enabel.

## 4.10 Complaints management and competent courts

Only Belgian law applies to this public contract.

The parties commit to sincerely perform their engagements to ensure the good performance of the public contract.

In case of litigation or divergence of opinion between the contracting authority and the service provider, the parties will consult each other to find a solution. Where needed, the service provider may request mediation via e-mail to <a href="mailto:complaints@enabel.be">complaints@enabel.be</a>. See <a href="https://www.enabel.be/content/complaints-management">https://www.enabel.be/content/complaints-management</a>.

Any litigation about the orders and these contract conditions are the exclusive competence of the Brussels Courts.

# 5 Tender form to be signed by the tenderer

# 5.1 Identification form

## 5.1.1 Natural person

PERSONAL DATA		
FAMILY NAME(S) <sup>1</sup>		
FIRST NAMES (S)		
DATE AND PLACE OF BIRTH		
IDENTITY DOCUMENT NUMBER <sup>2</sup>		
TOCALITY OF COLUMNIA TO THE COLUMNIA THE COLUMNI		
ISSUING COUNTRY		
PRIVATE ADRESS		
POSTCODE		
CITY, REGION		
COUNTRY		
PRIVATE PHONE		
PRIVATE E-MAIL		
BUSINESS DATA		
If YES, please provide business data and attach copies of	the official supporting documents.	
If you run your own business without a separate le employed etc.) and you provide as such services to		
BUSINESS NAME	Enabel.	
VAT NUMBER		
REGISTRATION NUMBER		
PLACE OF MAIN REGISTRATION		
COUNTRY		
DATE	SIGNATURE	

 $<sup>^{\</sup>rm 1}\,{\rm As}$  indicated on the official document.

<sup>&</sup>lt;sup>2</sup> Identity card, passport, driving license or other

# 5.1.2 Private/public law body with legal form

PRIVATE/PUBLIC LAW BODY WITH LEGAL FORM		
OFFICIAL NAME		
ABREVIATION		
BUSINESS NAME (if different)		
LEGAL FORM		
ORGANISATION TYPE (FOR PROFIT OR NOT FOR PROFIT, NGO)		
MAIN REGISTRATION NUMBER		
/SECONDARY REGISTRATION		
NUMBER (if applicable)		
PLACE OF MAIN REGISTRATION		
CITY COUNTRY		
DATE OF MAIN REGISTRATION:		
DD/MM/YYYY		
VAT NUMBER		
ADRESS HEAD OFFICE		
POSTCODE, P.O. BOX		
CITY		
COUNTRY		
CONTACT PERSON		
PHONE		
EMAIL		
DATE	SIGNATURE OF AUTHORIZED	
	REPRESENTATIVE	

# 5.2 Tender form - Price

By submitting this tender the tenderer commits to performing this public contract in conformity with the terms of reference and performance conditions of this public contract and explicitly declares accepting all conditions listed in the request for a price quote and renounces any derogatory provisions such as his own general sales conditions.

Description	Total price in euros	Applicable	Total price in euros
	(exclusive of VAT)	VAT (%)	(inclusive of VAT)
Proposed all- inclusive lump sum price for the execution of the contract. This price must cover all associated costs			

The tenderer is deemed to have included in its price all costs, taxes, measures and charges related to the execution of the contract.

Certified true and sincere,
Done at on

# 5.3 Declaration on honour - Exclusion grounds

Hereby, I / we, acting as legal representative(s) of above-mentioned tenderer declare that the tenderer is not in any of the following cases of exclusion:

- 1. The tenderer nor any of his directors was found guilty following **an indefeasible judgement** for one of the following offences:
  - 1° involvement in a **criminal organisation**
  - 2° corruption
  - 3° fraud
  - 4° **terrorist offence**, offence linked to terrorist activities or incitement to commit such offence, collusion or attempt to commit such an offence
  - 5° money laundering or financing of terrorism
  - 6° **child labour** and other trafficking in human beings
  - 7° employment of foreign citizens under illegal status
  - 8° creation of a shell company.

The exclusions on the basis of this criterion apply for a 5-year term from the date of judgement (or the end of the offence for 7°).

- 2. The tenderer has failed to fulfil his obligations to <u>pay taxes or social security contributions</u>, i.e. Late payment for an amount in excess of EUR 3 000, except if the tenderer can demonstrate that a contracting authority owes him one or more unquestionable and due debts which are free of all foreseeable liabilities. These debts are at least of an amount equal to the one for which he is late in paying outstanding tax or social charges.
- 3. The tenderer is in <u>a state of bankruptcy, liquidation, cessation of activities, judicial reorganisation</u> or has admitted bankruptcy or is the subject of a liquidation procedure or judicial reorganisation, or in any similar situation resulting from a procedure of the same kind existing under other national regulations.
- 4. The tenderer <u>or one of his directors</u> has committed <u>serious professional</u> <u>misconduct which calls into question their integrity.</u>

The following are considered serious professional misconduct, among others:

- a. A breach of Enabel's Policy regarding sexual exploitation and abuse June 2019 Exploitation Abus Sexuel -Policy FR.pdf (enabel.be)
- b. A breach of Enabel's Policy regarding fraud and corruption risk management – June 2019 <u>Fraude Corruption Policy FR.pdf</u> (enabel.be)
- c. A breach of a legal regulatory provision applicable in the country of performance of the services regarding au sexual harassment on the workfloor;
- d. The tenderer The tenderer was seriously guilty of misrepresentation or false documents when providing the information required for verification of the absence of grounds for exclusion or the satisfaction of the selection criteria, or concealed this information;
- e. Where Enabel has sufficient plausible evidence to conclude that the tenderer has committed acts, entered into agreements or entered into arrangements to distort competition.
  - The presence of this tenderer on one of Enabel's exclusion lists as a result of such an act/agreement/arrangement is considered to be sufficiently plausible an element.
- 5. When a conflict of interest cannot be remedied by other, less intrusive measures;
- 6. When **significant or persistent failures** by the tenderer were detected during the execution of an **essential obligation** incumbent on him in the framework of a past contract concluded with Enabel or another contracting authority, when these failures have given rise to measures as of right, damages or another comparable sanction. Failures to respect applicable obligations regarding environmental, social

and labour rights under European Union law, national law, labour agreements or international provisions on environmental, social and labour rights are considered 'significant'.

The presence of the tenderer on the exclusion list of Enabel because of such a failure serves as evidence.

- 7. The tenderer or one of his directors are on the lists of persons, groups or entities subject to United Nations, European Union or Belgian financial sanctions consolidated list: <a href="https://finances.belgium.be/fr/sur">https://finances.belgium.be/fr/sur</a> le spf/structure et services/administrations general es/tr%C3%A9sorerie/services-et-activit%C3%A9s-o
- 8. <...>If Enabel executes a project for another funder or donor, other grounds for exclusion may be added.
- I have / we have read and understood the articles about deontology of this public contract (see 1.7.) as well as Enabel's Policy regarding sexual exploitation and abuse and Enabel's Policy regarding fraud and corruption risk management and I / we declare fully endorsing and respecting these articles.

Place

Signature

## 5.4 Annexes

# 5.4.1 GDPR clause (in case where service provider will process personal data)

Annex I: Example of contractual provisions: obligations of the contractor ('subcontractor or processor') vis-à-vis the contracting authority ('personal data controller')

The subcontractor undertakes to:

- 1. Process the personal data **only for the purpose(s)** stipulated in the contract;
- 2. Process the personal data **only on documented instructions** from the controller mentioned in attachment to this contract. Where the subcontractor considers an instruction constitutes a violation of European regulations in relation to data protection or any other legal Union or Member State provision in relation to data protection he shall immediately notify the controller thereof. Furthermore, where the subcontractor is to proceed to the transfer of personal data to a third country or an international organisation in accordance with Union or Member State law to which he is subject, in such a case, he shall inform the controller of that legal requirement before processing, unless that law prohibits such information on important grounds of public interests.
- **3.** Ensure the confidentiality of the personal data processed under the framework of this contract.
- **4.** Ensure that **persons authorised to process the personal data** pursuant to this contract:
  - have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
  - obtain necessary training in personal data protection;
- **5.** regarding tools, products, applications or services, principles of **data protection by design and by default** should also be taken into consideration.

#### 6. Subcontracting

The subcontractor may engage another subcontractor (hereinafter, the 'subsequent subcontractor') for carrying out specific processing activities. In this case, he informs the controller in advance and in writing of any change considered with regards to adding or replacing other subcontractors. This information must clearly indicate the processing activities that are subcontracted, the identity and contact details of the subcontractor and the dates of the subcontracting contract. The controller disposes of a minimum period of [...] from the date of reception of said information to voice any objections. Such subcontracting may only be carried out if the controller has not voiced any objection during said period.

The subsequent subcontractor is to respect the obligations of this contract for the account of and following the instructions of the controller. The initial subcontractor must ensure that the subsequent subcontractor provides the same data protection guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the European Data Protection Regulation. Where the subsequent subcontractor fails to fulfil his data protection

obligations, the initial subcontractor shall remain fully liable to the controller for the performance of that other subcontractor's obligations.

### 7. Information rights of data subjects

When collecting data, the subcontractor is required to inform data subjects about the data processing which will be carried out. The formulation and format of this notification must be agreed with the controller prior to data collection.

#### 8. Data subjects exercising their rights

Where possible, the subcontractor shall assist the controller to fulfil his obligation in responding to data subject rights requests: right to access, to change, right to erasure ('right to oblivion') and opposition, right to limit processing, right to transfer data, right not to be subject to an automated individual decision (such as profiling).

The subcontractor must respond, in the name and on behalf of the controller and within the terms set by the European Data Protection Regulation, to any requests of persons concerned exercising their rights where it pertains to data that are the subject-matter of subcontracting under this contract.

### 9. Notification of personal data breaches

The subcontractor shall notify the controller of any personal data breach not later than [...] hours after becoming aware of it by means of [...]. This notification shall be accompanied by all useful documentation allowing the controller, where needed, to notify this breach to the competent supervisory authority.

The notification shall at least:

- describe the nature 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;
- communicate the name and contact details of the data protection officer or other contact point where more information can be obtained;
- describe the likely consequences of the personal data breach;
- describe the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

# 10. Assistance of the subcontractor in ensuring compliance by the controller of his obligations.

The subcontractor shall assist the controller in carrying out data protection impact assessments. The subcontractor assists the controller with the prior consultation of the supervisory authority.

#### 11. Security measures

The subcontractor undertakes to implement the following security measures: [...]

#### 12. Processing of data

The subcontractor undertakes upon completing data processing service delivery to:

- erasing all personal data, or
- sending back all personal data to the controller, or
- forwarding the personal data to the subcontractor designated by the controller. Such dispatch is accompanied by the erasure of all existing copies in the data systems of the subcontractor.

After erasure, the subcontractor shall substantiate the erasure in writing.

#### 13. Data Protection Officer

The subcontractor shall communicate to the controller the name and contact details of his Data Protection Officer, if he has designated one in accordance to Article 37 of the European Data Protection Regulation.

### 14. Register of categories of processing activities

The subcontractor declares keeping written records of all categories of processing activities carried out on behalf of the controller, including:

- The name and contact details of the controller on behalf of whom he operates, of any subcontractors, and where applicable, of the Data Protection Officer.
- The categories of processing carried out on behalf of the controller;
- Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, in the case of transfers referred to in the second subparagraph of Article 49(1) of the European Data Protection Regulation, the documentation of suitable safeguards;

Where possible, a general description of the technical and organisational security measures, including inter alia as appropriate: The pseudonymisation and encryption of personal data; the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident; a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

#### 15. Documentation

The subcontractor makes available to the controller all information necessary to demonstrate compliance with his obligations laid and allow for and contribute to audits, including inspections, conducted by the controller or another auditor mandated by the controller.

# 5.5 Formal Approval of The Tender Specifications and Launch Decision

The approval of these tender specifications constitutes the decision to launch the procedure and serves as agreement to its terms and conditions.

Done in Brussels, on 8 July 2025,

#### Mia Sichelkow

**TED Project Manager** 

#### **Marie Sculier**

Contract Support Manager - Global Projects