
Request for Proposals

Terms of Reference (ToR)
for External Evaluation Services

GBV-Watch Salons: Empowering Beauty Workers in Gender-Based Violence and Domestic Abuse Identification, awarded by DG Justice and Consumers of the European Commission under the Grant Agreement No. 101195237

I Background Information and Rationale

This document provides the terms of reference for an external evaluation of the GBV-Watch Salons: Empowering Beauty Workers in Gender-Based Violence and Domestic Abuse Identification, awarded by the DG Justice and Consumers of the European Commission under the Grant Agreement No. 101195237, for the 24-month period from 1st May 2025 to 30th April 2027.

The External Evaluation framework shall ensure transparency, efficiency, and integrity throughout the project evaluation process. The tendering process for the External Evaluator(s) has been commissioned to the BK-CON responsible for the Quality Assurance and Evaluation activities within the scope of the GBV-Watch Salons and follows the European Commission public tendering rules¹.

The present Terms of Reference (ToR) provide background information about GBV-Watch Salons, describe the purpose of the evaluation, its objectives and scope, methodology as well as qualifications and selection criteria for the evaluator according to the project proposal approved by the EACEA under the CERV-2024-DAPHNE. Additionally, it covers binding procedures together with binding documents to be submitted as a part of the proposal.

ABOUT THE GBV-WATCH SALONS PROJECT

GBV-Watch Salons aims to empower beauty workers to become early detectors and contribute to the identification and the fight against domestic abuse and GBV. The project seeks to empower them through lifelong and continuous education to identify victims of domestic abuse and GBV, engage in supportive dialogue and assist victims to connect with the appropriate services. To achieve this objective, VET Beauty Educators and Beauty Schools will be targeted and equipped with a Training Programme that will enhance the competences of Beauty Workers (but also students) to contribute to the identification of GBV victims. Our consortium consists of 12 full partners from 5 different countries: Germany, Greece, Romania, Bulgaria, and Italy. The partnership was formed to create strong links between VET beauty providers, GBV experts, Research experts and market representatives to enhance vocational training to address GBV and promote social inclusion. Key components of the project include the development and implementation of a comprehensive GBV Awareness Training Program, the creation of country-specific non-interventional GBV Handling Guides for Beauty Workers, and advocacy for policy changes to recognize and support the role of beauty workers in combating GBV. The GBV-Watch Salons project contributes to the third priority of the call, primarily addressing the aspects of identification of GBV as it enhances existing screening methods and integrates non-traditional practitioners into the prevention framework, addressing a critical gap in domestic violence.

The project aims to empower beauty workers to identify victims of GBV and domestic abuse, directly aligning with the call's objective to prevent and combat gender-based violence. The training program that will be designed, which will incorporate key learning objectives on recognizing and responding to GBV, supports this aim (see WP3). Training beauty workers who, as we saw earlier from the literature

¹ Please refer to the public tendering procedures available at the [Public tendering rules in the EU - Your Europe \(europa.eu\)](https://european-council.europa.eu/media/en/press-communications/infographic/infographic_public-tendering-rules-in-the-eu-your-europe-2024-04-12.pdf) (12.04.2024)

review, are in unique positions of trust, will directly be contrite to early detection and intervention, crucial for preventing violence.

The project will develop country-specific non-interventional GBV Handling Guides (WP2) that will assist beauty workers on how to identify signs of violence, what steps to take to encourage victims to refer to official support services, and how to report the incident safely. This effort directly supports the scope's need for systematic screening methods in services not directly linked to domestic violence support.

The project will aim to influence and encourage regulatory bodies to recognize and support the role of beauty workers in combating GBV through early identification and prevention actions. In task 4.2 we will create action-based policy recommendations and engage policy and GBV expert in policy roundtables. In addition, targeted awareness materials across beauty salons and online platforms will be diffused both the beauty workers and their clients on signs of GBV and domestic violence.

Non-interventional GBV Handling Guides that will be developed with the aim to provide guidance on how beauty workers can act responsible without overstepping professional boundaries or personal comfort levels; provide guidance on how they can engage in supportive non-invasive dialogue and will detail how they can guide their clients towards professional help without assuming roles that require special qualifications.

The Directory of National GBV Support Resources that will be embedded in the GBV Handling Guide will ensure that no matter which salon a victim might turn to, they can expect a knowledge and resource-equipped response to increase safety and support efforts for their clients. The Directory will be tailored to the specific contexts of each country and provide contacts for quick reference of the client with a support centre.

The project will advocate for the inclusion of GBV training as a standard component within beauty schools and national qualifications frameworks that will mainstream an educated response to GBV within the beauty industry.

II Specific Objectives of Evaluation and Evaluation Questions

2.1 EVALUATION PURPOSE

The external evaluation is commissioned by the Project Consortium Partners in accordance with the project proposal approved by the European Commission based on the Grant Agreement. The External evaluation is an end-to-end evaluation. It aims at identifying lessons learned from the mid-term and final project implementation, thus after 12th and 24th months of project execution respectively. The External evaluator will provide a more objective perspective on the GBV-Watch Salon project and its outcomes. As a third-party player, his/her assessment will be valid and reliable and can enhance the credibility of the project. The Evaluator not only will assess the state of the project but will also provide feedback that can be crucial for continuous improvement. For instance, with the Mid-Term Project external evaluation also will include an adjustment of the Action Plan. Same for the Final Report which will be accompanied by a Lessons Learnt document.

The evaluation should also provide an input on the sustainability of its results and project impact at national, regional and EU level.

The purpose of the objective is to assess the relevance, effectiveness, efficiency, sustainability, and impact of the project at national, regional and EU level, therefore, the objectives of the evaluation are as follow:

- O1 Assess the extent to which the project interventions were aligned with the priorities and context of beneficiaries and responded to their needs
- O2 Analyse the cost-effectiveness of project interventions in relation to the achieved outcomes and impacts
- O3 Assess the extent to which project outcomes are likely to be sustained beyond the project duration and with continued support from relevant stakeholders.
- O4 Analyse the impact of the project at national, regional level with focus on contributions to improvement, i.e.:
- O5 Analyse the impact of the project at EU level with focus on contributions to improvement:
- O6 Identify lessons learned from the project implementation for the future initiatives.

2.2 EVALUATION OBJECTIVE AND SCOPE

The External Evaluator will be selected based on their level of expertise in the evaluation of similar projects that focus on GBV. Based on his/her experience and the project framework the External Evaluator will:

- design an **External Evaluation Plan** (EEP, M6, October 2025) with continuous evaluation across four layers: a) Management, collaboration, financial and operational efficiency, b) Implementation and delivery efficiency, c) Outputs, Impact and Outcomes and d) Sustainability of Outputs and Outcomes. Given the beauty sector's predominantly female workforce, we anticipate a minimum 70–80% female participation rate in trainings, pilot sessions, and research activities. All quantitative indicators (e.g., 'Number of participants trained') will be disaggregated by sex to capture the unique needs and impacts for female and male beneficiaries. Additionally, male participants will be supported with targeted materials to foster their role as allies in combating GBV.
- Drafting of a **Mid-Term Evaluation Report that will be accompanied with an Adjustment Action** (M12, April 2026) measuring the KPIs, milestone completion, project deliverable quality and budget management. Based on this data-driven Evaluation, an Adjustment Action Plan will be developed detailing specific and strategic interventions and steps that need to be taken to enhance operational efficiencies.
- Delivery of a **Final External Evaluation Report including Lessons Learned**. At the end of the project (M24, April 2027) the Evaluator will create a Final Evaluation Report after conducting an in-depth analysis of all project phases and outcomes/results/deliverables. This report will also focus on synthesizing a Lessons Learnt document that will provide qualitative/quantitative data to form a robust knowledge base for next consortium projects. Those lessons will be analysed and practical and strategical lessons will be created.

Evaluation will cover processes and deliverables being produced within the scope of the five WPs. Under the immediate supervision of the Project Coordinator EUROPAISCHER VERBAND BERUFLICHER BILDUNGSTRAGER (EVBB) EV and Quality Assurance Partner, BK-CON, the External Evaluator(s) will perform the following tasks:

- Conduct Mid-term and Final evaluations of the project including:
 - Collecting data through define methods (desk research, interviews etc.)
 - Analysing data using appropriate techniques
 - Drawing conclusions and making recommendations based on findings
 - Preparing evaluation reports

2.3 Evaluation criteria and questions

The evaluation will assess the project against the criteria:

- *Relevance* of the GBV-Watch Salons project, its objectives, and actions
- *Effectiveness* of project in terms of its objective's achievements
- *Efficiency* of resources distribution and use,
- *Sustainability* of project results
- *Impact* at national, regional and EU level as well as specifically on direct beneficiaries

It will provide answers to the following evaluation questions:

In terms of the "relevance":

- To what extent does / did the project actions align with beneficiary's context and priorities?
- To what extent does / did the project address the beneficiaries' identified needs?

In terms of the "effectiveness"

- To what extent has GBV-Watch Salons achieved the expected results?
- What have been the reasons for achievement of project results and lack thereof?
- How the principle of equality including gender equality have been applied during intervention?
- How have communication strategies and channels been effective in terms of the cooperation within and beyond the consortium?

In terms of the "efficiency"

- To what extent did the project meet its efficiency goals in terms of resource utilization, time management, and cost-effectiveness?

In terms of the "sustainability"

- To what extent were implemented measures to ensure sustainability of project results?
- To what extent did the project establish links with the relevant local, regional, national existing structures to ensure the continuation of the activities in the future?

In terms of the "impact"

- To what extent has GBV-Watch Salons succeeded in impacting project beneficiaries at national, regional and European level?
- To what extent did the project bring lasting changes to the social and educational sector related to the prevention of GBV.

III Approach and Methodology

The evaluator(s) will adhere to the core values of the European Commission funded programs. The External Evaluator will conduct results-based evaluation thus measuring project progress and its results against performance indicators proposed and approved by the EACEA and listed in the Quality Assurance and Evaluation plan. The approach towards external evaluation will include document review, through the analysis of documents and semi-structured interviews with project stakeholders.

Document review

The evaluator(s) will carry out a document review identified as relevant for the subject. The following documents will be particularly assessed:

- GBV-Watch Salons documentation covering projects interventions, its outputs and outcomes.
- Internal quality evaluation reports
- Relevant documentation of the European Commission and other European bodies on the subject (reports, recommendations, conventions)

Semi-structured interviews

Semi-structured interviews will be carried out with different relevant stakeholders and beneficiaries, including:

- GBV-Watch Salons Coordinator, Partners and Quality Assurance Board members
- Beauty VET educators and centers, Beauty Workers, Student Beauticians, educational institutions, industry representatives, seafarers and HEIs from the participating countries.
- Local and national stakeholders including local municipalities/authorities, VET institutions, associations etc., identified as relevant and included in the project activities.

IV Deliverables and Schedule

The deliverables that the evaluator(s) will be accountable for producing are as follow:

- I. A designed multi-layered Evaluation Methodology covering the four following layers:
 - a. Management, Collaboration, Financial and Operational Efficiency;
 - b. Implementation and Delivery Efficiency;
 - c. Outputs, Impact & Outcomes;
 - d. Sustainability of Outputs & Outcomes.

The methodology will employ both quantitative tools (e.g., Schedule Performance Index, budget adherence metrics) and qualitative tools (e.g., stakeholder interviews, satisfaction surveys) for thorough continuous assessments.

- II. Mid-Term Evaluation Report corresponding to the period between May 1st, 2025 to April 30th 2026, including revision of the project progress corresponding to the 12 months of project implementation and recommendation of potential areas of improvement.
- III. Final Evaluation Report covering result of Mid-term evaluation and period between May 1st, 2025 to April 30th, 2027, summarizing the main achievements and lesson learned after 24 months of project implementation.
- IV. Format: Electronic / Language: English / Apprx. Pages: 60 per Report + annexes



THE TIMELINE

The total duration of this assignment is 24 months, starting on the 1st of May, while the timeline for the delivery submission of the deliverables is the following:

- **External Evaluation Plan (EEP, M6, October 2025)**
- **Mid-Term Evaluation Report that will be accompanied with an Adjustment Action (M12, April 2026)**
- **Final External Evaluation Report including Lessons Learned (M24, April 2027)**

Reports should be submitted within the 30 days after the end of the period covered by the evaluation for the Project Coordinator appreciation. The Project Coordinator will have ten (10) days to comment on factual accuracy, the relationship between the findings, conclusions, recommendations. The evaluator(s) will then have 2 days to submit the final evaluation report. The comments of the Project coordinator shall be integrated into the final evaluation report either directly in the report or in the form of an annex (management response) in case of disagreement between the project coordinator and the evaluator(s).

The deliverables will be written in English.

V Location and Logistics

Evaluation will be conducted home-based with no travels being planned within the scope of the assignment.

VII Budget and Payments

The budget for the evaluation is set at € 10 000,00. This sum includes the evaluator's remuneration and all expenses for the services including communication expenses or other costs and will be paid in instalments linked to the approved deliverables.

Payment of the assignment will be made in three instalments as listed below:

- A first instalment amounting to **20% of the total value** will be paid within the two months after contract signature upon
- A second instalment of **40% of the total value** will be paid on M13 upon submission and approval of the Mid-term Evaluation report by the BK-CON.
- A final payment of **40% of the total value** will be paid on M23th upon submission and approval of the Final Evaluation report by BK-CON.

Payments will be done by bank transfers to a bank account for which the Contractor will communicate the full details. Should the GBV-Watch Salons project be extended, due to the decision of the Partnership and / or the European Commission, this assignment will be extended for the same duration without any increase of its budget, while some deliverables will be delivered at a new deadline, which will be agreed at a Partnership Level and announced at least 1 month in advance to the Contractor.

Subcontracting is not allowed.

VIII Professional qualification of Evaluator(s)

Any individual or legal entity interested in this tender should cover the following requirements:

Requirement	Type of requirement	Proof of fulfilment (One Reference can fulfil more than one requirement)
Experience in independent evaluation services and /or quality assurance services, including evaluation methodologies and data collection	Essential	Having at least 3 contracts for similar services successfully completed within the period of last 5 years or currently under implementation
Experience of multi-stakeholder EU-funded projects	Essential	Having at least 3 project references either as consortium partner for EU funded projects or as contractor of a consortium implementing an EU funded project
Ability to draft evaluation reports of high quality in English	Essential	Native Speaker or Lead Expert with a C1 English Diploma, Expert having at least 3 contracts for similar services conducted in English successfully completed within the period of last 5 years
Proficiency in evaluating Education related Projects	Preferable	Previous experience in evaluation of education-oriented projects.

IX Submission of Bid

The proposals should contain a detailed explanation of the qualifications and the expertise of the potential contractor, e.g., information on references from the contractor on similar projects already handled, to demonstrate his/her experience and capability to succeed in performing the tasks as set out in section 3 of present ToR.

In detail, potential Contractors, should submit the following documents:

- *Business presentation* – max 5 pages (in the case of legal entities) and/or *Europass CV* (in the case of individuals) presenting the activities and profile of the tenderer (max 3 pages)
- *Motivation letter* (maximum 450 words) explaining the suitability of the tenderer to undertake the evaluation based on the criteria mentioned above
- *List of references* for proving fulfilment of the requirements detailed under section VIII



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- *A technical proposal*, including a detailed description of the methodology and tools applied (max 5 pages)
 - *Financial Proposal*, indicating that all costs are being included in the price indicated in the proposal. (max 1 page)
 - *Declaration of Honour*, to be signed by the person legally authorised to enter legally binding commitments on behalf of the tendering organisation. Once signed it must be scanned and annexed to the Tender.

The deadline for the submission of Tenders is the 16th of May 2025, 13:00 CET. All Tenders must be sent via email to Mr Bernd Kruczek. Signed pages should be scanned:

Email: kruczek@bk-con.eu; Cc: tasheva@bk-con.eu

Subject: “External Evaluation Services for the GBV-Watch Salons Project – Bid for Tender”.

ANNEXES

ANNEX I AWARD CRITERIA

ANNEX II CONTRACT TEMPLATE FOR EXTERNAL EVALUATION SERVICES

ANNEX III DECLARATION OF HONOUR

ANNEX I AWARD CRITERIA

Aside requirements defined by ToR, the selection process will be based on:

- 1) acceptance of the tender offering the best price quality ratio and
- 2) the availability during the project duration for the requested tasks.

The Contractor is selected according to the standards of selection that have been developed by BK-con. Main selection criteria are the expertise and capacity to deliver the work tendered for, the price quality relation, the methodological quality and the tenderer's work experience. It should be noted that the contract will not be awarded to a tenderer who receives less than 70% on the award criteria.

In detail, the following criteria are going to be considered:

- Evidence tracks record of proven scientific research experience and extensive knowledge of Social Inclusion (with reference to education as well)
- Proficient capacity of the English languages
- Understanding of the nature of the assignment
- Capacity to work in a team project
- Ability to meet deadlines
- Ability to meet budget allowance
- Availability to attend meetings

Within this context, the evaluation process includes the following steps:

- The submission date and time of all tenders is checked, and all tenders having been submitted after the submission deadline are rejected.
- The requirements of Section 0 are checked and any tender that does not fulfil the essential requirements is rejected.
- The technical proposal (methodology and tools used) is being assessed.
- The following score system is going to be used for the evaluation of the Tenders:

Evaluation Criteria	Max Score
Understanding of the Assignment	30
Overall Quality of Technical Proposal Submitted	40
Profile of the Senior Expert / Evaluator of the Contractor	20
Additional services included	10
Total	100

- The Financial Offers for all evaluated tenders are opened.
- The final ranking of all offers is prepared by using the following formula: 70% X the score under technical requirements / 30% the score under the financial proposal.
- The most preferred candidate is contacted and asked to sign the contract.
- All other candidates are informed about the evaluation results, if requested when submitting the offer.

Note: when signing the contract, additional statements may be required to avoid incompatibility or conflict of interest.

ANNEX II - CONTRACT TEMPLATE FOR THE EXTERNAL EVALUATION SERVICES

The awarded candidate will be asked to sign the following contract:

**SERVICE CONTRACT
FOR THE ASSIGNMENT OF THE
EXTERNAL EVALUATION FOR THE GBV-Watch Salons PROJECT**

In Kolkwitz, today the XX of XX 2025, *Day*, the following Contracting Parties, namely:

- i) BK Consult GmbH* (hereafter BK-con), located in Germany, Bergstraße 42, 03099 Kolkwitz with Registration / VAT Number 056/151/09977, DE327752367, represented by *Mr Bernd Kruczek*,
ii) XXXXXXXXXXXXXXXXX (hereafter Contractor), located in COUNTRY, STREET, PC, TOWN with Registration / VAT Number XXXXXXxxxxxxx, represented by XX XXXXXX, agreed on the following assignment, within the framework of the GBV-Watch Salons: Empowering Beauty Workers in Gender-Based Violence and Domestic Abuse Identification, awarded by the DG Justice and Consumers of the European Commission under the Grant Agreement No. 101195237, for the 24-month period from 1st May 2025 to 30th April 2027.

Article 1

Subject - Tasks

Subject of this assignment is the implementation of the External Evaluation services as foreseen in the relevant Request for Tender and the Application Form submitted to and awarded by EACEA.

Within this context, the assignment foresees the following Tasks:

A. Evaluation

- Task 1: Creation of *External Evaluation Plan*
- Task 2: *Delivery of Mid-term evaluation report*
- Task 3: *Delivery of Final evaluation report*

Article 2

Deliverables – Deadlines for Submission - Ownership

The following Deliverables are going to be asked to be prepared and submitted within this assignment:

Deliverable #	Deliverable Description	Deadline for Submission
1	<i>External Evaluation Plan</i>	October 31 st 2025
2	<i>Mid-term Evaluation Report</i>	April 30 th 2026
3	<i>Final Evaluation Report</i>	April 30 th 2027

Article 3

Duration

The total duration of this assignment is 24 months, starting on the May 1st, 2025.

Should the Project GBV-Watch Salons be extended, due to the decision of the Partnership and / or the European Commission, this assignment will be extended for the same duration without any increase of its budget, while some deliverables will be delivered at a new deadline, which will be agreed at a Partnership Level and announced at least 1 month in advance to the Contractor.

Article 4



Value of Contract and Payments

The total value of this assignment has been agreed to be 10.000,00 Euros including all taxes (such as, e.g. VAT, expenses to participate in meetings etc).

Payment of the assignment will be made in three instalments as listed below:

- i. A first instalment amounting to **20% of the total value** will be paid within the two months upon contract signature.
- ii. A second instalment of **40% of the total value** will be paid on M13 upon submission and approval of Mid-term evaluation report by the BK-CON
- iii. A final payment of **40% of the total value** will be paid on M23 upon submission and approval of the Final evaluation report by BK-CON

Payments will be made by bank transfers to a bank account for which the Contractor will communicate the full details.

Article 5

Obligations of the Contractor

The Contractor is obliged to cooperate with BK-Con and the partners of the GBV-Watch Salons Partnership in good faith. All necessary information should be provided, while the evaluation shall be implemented with the intention to improve the project management process and its planned activities and Deliverables. The Contractor shall ask in advance for all necessary documentation and date needed for the implementation of this assignment (at least 15 days in advance). Good faith includes politeness during the exchange of written correspondence and mitigation of all possible conflicts arisen. All relevant important developments, risks, or challenges during the implementation of this assignment shall be reported to the Company, as soon as possible.

Article 6

Obligations of the Company

BK-con has the obligation to provide to the Contractor all requested and necessary information, documentation and access to primary data and contact details, regarding this assignment. All delivered information shall be in written to achieve the highest possible accountability and transparency.

Article 7

Confidentiality

BK-con accepts that the contractor is free to use the data collected and the reports written in this project as part of their own academic reports and articles, if they include the relevant references to the project. All information shared within this assignment shall be treated with confidentiality and should not be shared with third parties. All relevant information, concerns and findings must be shared at first with BK-con and at a second level if requested with the Steering Committee of the GBV-Watch Salons Project. The deliverables are going to be submitted to BK-con and not be published, unless the GBV-Watch Salons Partnership does so, following the provisions of the GBV-Watch Salons Grant Agreement and the relevant application form. Shall this be the case and the deliverables are fully or partially being published the Contractor may use the relevant information for informative reasons only. The nature of the contract and the financial status of it, may be published or used as references by the Contractor, provided that -during the implementation of this assignment- he provides prior notice to BK-con.

Article 8

Data Protection Clauses

To fulfil or respect the modernized Convention 108 (the regulation (No 45/2001 of the European Parliament and of the Council of 18 December 2000) and EU General Data Protection Regulation (GDPR) on the protection of individuals regarding the processing of personal data by the Community institutions and bodies and on the free movement of such data:

- The Contractor must process personal data under the agreement in compliance with applicable EU and national law on data protection (including authorisations or notification requirements).
- The Contractor may grant its personnel access only to data that is strictly necessary for implementing, managing, and monitoring the agreement.
- The Contractor must adopt appropriate technical and organisational security measures having regard to the risks inherent in the processing and to the nature of the personal data concerned.

Article 9

Force Majeure - Penalties – Termination of the Contract

BK Consult GmbH has the right, based on German Law, to terminate the contract when the Contractor cannot perform the agreed tasks and duties accordingly.

In the event of challenges or circumstances beyond the control of one of the two parties, that shall make it impossible to meet its obligations of one to the other, as provided by this agreement, that party must notify the other party in written, explaining the situation that does not allow them to further fulfil the obligations emerging from this contract. This written statement must be made as soon as the event takes place, or the circumstances arise. The performance of the obligations of this Contracting Party shall be deemed to be postponed until the events or circumstances permit their resumption under the same terms herein. Within this context, should both parties agree, a mutual termination of this Assignment shall be possible.

In all other cases, should the Contractor fail to submit deliverables at the requested date as foreseen in Article 2 of this Contract, a penalty may apply of a total value of 100 € per day of delayed submission. The application of the penalty falls on the discretion of BK-con.

Article 10

Other general clauses

All terms herein are essentially agreed upon. The invalidity of a term does not lead to the invalidity of the whole, but the other terms remain in force, while the contract may be amended only within the context foreseen in its articles or in written agreement between both parties. The contractual agreement is based upon and regulated by the European Commission's rules, provisions and requirements as set out in the project agreement with the European Commission, DG EAC and applicable German law. The Contractor is obliged to fulfil the described tasks and duties of work to receive the final payment according to the contract.

Kolkwitz, xx.xx.2025

Place, xx.xx.2025

For BK Consult GbR

For the contractor

Bernd Kruczek
Managing Director

XXXXXXXXXX
Position held



ANNEX III – DECLARATION OF HONOUR

I, the undersigned Name, Position held, certify that the entity is not in one of the following situations:

- a) it is bankrupt, subject to insolvency or winding-up procedures, its assets are being administered by a liquidator or by a court, it is in an arrangement with creditors, its business activities are suspended, or it is in any analogous situation arising from a similar procedure provided for under EU or national laws or regulations;
- b) it has been established by a final judgement or a final administrative decision that it is in breach of its obligations relating to the payment of taxes or social security contributions in accordance with the applicable law;
- c) it has been established by a final judgement or a final administrative decision that it is guilty of grave professional misconduct by having violated applicable laws or regulations or ethical standards of the profession to which the person belongs, or by having engaged in any wrongful conduct which has an impact on its professional credibility where such conduct denotes wrongful intent or gross negligence, including any of the following:
 - i. fraudulently or negligently misrepresenting information required for the verification of the absence of grounds for exclusion or the fulfilment of eligibility and selection criteria or in the performance of a contract, a grant agreement or a grant decision;
 - ii. entering into agreement with other persons with the aim of distorting competition;
 - iii. violating intellectual property rights;
 - iv. attempting to influence the decision-making process of the Commission/ the Agency during the award procedure;
 - v. attempting to obtain confidential information that may confer upon it undue advantages in the award procedure.
- d) it has been established by a final judgement that it is guilty of the following:
 - i. fraud, within the meaning of Article 3 of Directive (EU) 2017/1371 and Article 1 of the
 - ii. Convention on the protection of the European Communities' financial interests, drawn up by the Council Act of 26 July 1995;
 - iii. corruption, as defined in Article 4(2) of Directive (EU) 2017/1371 or Article 3 of the Convention on the fight against corruption involving officials of the European Communities or officials of Member States of the European Union, drawn up by the Council Act of 26 May 1997, and conduct referred to in Article 2(1) of Council Framework Decision 2003/568/JHA, or corruption as defined in the applicable law;
 - iv. conduct related to a criminal organization, as referred to in Article 2 of Council Framework Decision 2008/841 /JHA;
 - v. money laundering or terrorist financing within the meaning of Article 1(3), (4) and (5) of Directive (EU) 2015/849 of the European Parliament and of the Council;
 - vi. terrorist-related offences or offences linked to terrorist activities, as defined in Articles 1 and 3 of Council Framework Decision 2002/475/JHA, respectively, or inciting, aiding,



abetting or attempting to commit such offences, as referred to in Article 4 of that Decision;

- vii. child labour or other offences concerning trafficking in human beings as referred to in Article 2 of Directive 2011/36/EU of the European Parliament and of the Council;
- e) it has shown significant deficiencies in complying with the main obligations in the performance of a contract, a grant agreement or a grant decision financed by the Union's budget, which has led to its early termination or to the application of liquidated damages or other contractual penalties, or which has been discovered following checks, audits or investigations by an Authorising Officer, OLAF or the Court of Auditors;
- f) it has been established by a final judgment or final administrative decision that it has committed an irregularity within the meaning of Article 1 (2) of Council Regulation (EC, Euratom) No 2988/95;
- g) it has been established by a final judgment or final administrative decision that it has created an entity under a different jurisdiction with the intent 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;
- h) (only for legal persons or entities without legal personality) it has been established by a final judgment or final administrative decision that the entity has been created with the intent provided for in point (g);
- i) for the situations referred to in points (c) to (h) above the person is subject to:

Place, xx.xx.2025

For the tenderer

Name

Position held