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ANNUAL COORDINATION CONTRACT  
WEBSITE CORRESPONDENT

Contract N°: SC67/2024
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FIMS PO N°: 810582
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Between the Secretary General of the Council of Europe represented by Ms Sarah BRESLIN, Executive Director of the European Centre for Modern Languages (ECML), hereinafter referred to as "the Council"

And Ms Elisabeth PÖLZLEITNER hereinafter referred to as "the Consultant".

**Article 1 - Nature of services and work completion date**

1.1 The Consultant undertakes, on the conditions, within the limits and in the manner laid down by common agreement hereafter excluding any accessory verbal agreement, in cooperation with the project team members, to prepare and deliver the project activities and deliverables agreed within the 2024 annual plan for the project entitled "AI for language education" of the ECML's 2024-2027 programme of activities.

1.2 In cooperation with the project coordinator and team members, you will be responsible for:

I. (in your capacity as website correspondent of the project)

- offering updates for the project website in both working languages, according to the modalities agreed with the ECML Secretariat;
- the production of key documents/materials related to project content, such as the project glossary, in liaison with the project coordinator, the second working language documentalist and the communications officer to inform the wider public about the project and attract the interest of the targeted audience;
- together with the communications officer, contribute to the usage and promotion of the ECML's work, through dissemination tools such as International events calendar, the Inventory of ICT tools and open educational resources, the Online directory of language associations/organisations and the ECML thematic collections;

II. (in your capacity as team member for the project)

- the preparation and delivery of the project activities and deliverables according to the 2024 annual plan agreed for the "AI for language education" project of the ECML's 2024-2027 programme of activities;
- assisting the project coordinator in the drafting of the annual report for 2024;
- assisting in the preparation of a promotional instrument targeted at the beneficiaries of the project, presenting the key findings/results **by 1 November 2024** (this may take the form of an infographic, a journal article, a PowerPoint presentation, a survey, or another presentation format agreed with the ECML Secretariat);
- assisting, together with the project coordinator, in ensuring appropriate coordination between work of the website correspondent, the second language documentalist and the communications officer, to ensure comprehensive and up-to-date information on the project website in the project's working languages on content-related developments for the targeted beneficiaries of the project.

## **Article 2 – Intellectual property rights**

2.1 The Consultant cedes to the Council, on an exclusive basis and for an unlimited period of time all rights in the deliverables referred to in Articles 1.1 and 1.2. Such rights shall include in particular the right to use, reproduce, represent, publish, adapt, translate and distribute – or to have used, reproduced, represented, published, adapted, translated and distributed - in any country, in any language, in any form and on any kind of support, including on a CD-ROM or the internet, the deliverables, or any part thereof, submitted by the Consultant under the contract.

The Council reserves to exercise the above-mentioned rights for any purpose falling within its activities, and in particular for publication on the ECML's website.

Unless otherwise agreed, any text published will indicate the author's name.

2.2 The Consultant guarantees that use by the Council of the items supplied under the contract and referred to in Articles 1.1 and 1.2. will not infringe the rights of third parties. However, should the Council incur liability as the result of any such infringement, the Consultant will compensate it in full for any damage it may suffer in consequence.

2.3 Notwithstanding the provision in Article 2.1 above, the Council may, on prior application by the Consultant, authorise the Consultant to use deliverable(s) referred to under Articles 1.1 and 1.2 above. When giving the Consultant such authority, the Council will inform the Consultant of any conditions to which such use may be subject.

## **Article 3 – Loyalty and discretion of Consultant**

In the performance of the present contract, the Consultant will not seek or accept instructions from any government or any authority external to the Council. The Consultant undertakes to comply with the Council's directives for the completion of the work, to observe absolute discretion regarding all service matters and to refrain from any word or act that may be construed as committing the Council.

## **Article 4 – Health, social and travel insurance**

Unless otherwise specified in Article 8 below, the Consultant is required to arrange for travel insurance covering specific risks related to travel and stay (medical costs related to unforeseen illness or accident, repatriation, death, cancellation of journey or flight, theft or loss of personal possessions) during the performance of the work under the contract.

## **Article 5 – Disclosure of the terms of the contract**

5.1 The Consultant is informed and gives an authorisation of disclosure of all relevant terms of the contract, including identity, for the sole purposes of internal and external audit and to the Committee of Ministers and to the Parliamentary Assembly of the Council with a view to these latter discharging their statutory functions.

5.2 Whenever appropriate, specific confidentiality measures shall be taken by the Council to preserve the vital interests of the Consultant.

## **Article 6 - Fiscal obligations of the Consultant**

The Consultant undertakes to observe all applicable rules and to comply with fiscal obligations in:

- submitting an invoice to the Council in conformity with the legislation of the Consultant's country of fiscal residence;
- declaring all fees received from the Council for tax purposes as required in the Consultant's country of fiscal residence.

**Article 7 - Other obligations of the Consultant**

7.1 In the performance of the present contract, the Consultant undertakes to comply with the applicable principles, rules and values of the Council,<sup>1</sup> and confidentiality.

7.2 The Staff Regulations shall not apply to the Consultant.

**Article 8 – Fees, expenses and mode of payment**

8.1 In return for the fulfillment by the Consultant of the obligations under this contract, the Council undertakes to pay the Consultant a fee of €500 (five hundred Euros) for the completion of the tasks listed under Article 1.2 I. and an additional fee of €500 (five hundred Euros) for the completion of the tasks listed under Article 1.2 II. of this contract. This fee is final and not subject to review. This sum shall be payable within 60 calendar days upon receipt of the annual project report for 2024, its acceptance by the Secretary General and upon presentation of an invoice. The document should be submitted no later than **18 November 2024.**

8.2 The Consultant shall submit an invoice in triplicate in Euros in conformity with the legislation of the country of fiscal residence. A model invoice is attached in Appendix 1 to this contract. This model can be modified as appropriate to conform with such legislation.

**Article 9 - Breach of contract**

9.1 In the event that the Consultant does not satisfy the conditions laid down in this contract or those resulting from any modifications duly accepted in writing by both parties, in accordance with the provisions of Article 11 below, or the services provided as referred to under Article 1.1 do not reach a satisfactory level, the Council shall consider there to have been a breach of contract and may consequently refuse to pay to the Consultant the amounts referred to in Article 8 above.

9.2 In the cases described in paragraph 9.1 above, the Council reserves further, at any moment and further to prior notification to the Consultant, the right to terminate the contract. In case of termination, the Council shall pay only the amount corresponding to the services actually and satisfactorily provided at the time of termination of the contract and shall request reimbursement of the sums already paid for services not provided.

9.3 The outstanding sums shall be paid to the Council's bank account within 60 calendar days from the notification in writing by the Council to the Consultant regarding the outstanding sums to be paid.

**Article 10 – Modifications**

The provisions of this contract cannot be modified without the written agreement of both parties.

**Article 11 - Case of force majeure**

11.1 In the event of force majeure, the parties shall be released from the application of this contract without any financial compensation. Force majeure is defined as including the following: major weather problems, earthquake, strikes affecting air travel, attacks, a state of war or events that would require the Council or the Consultant to cancel the contract.

11.2 In the event of such circumstances each party shall be required to notify the other party accordingly in writing, within a period of 7 calendar days.

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<sup>1</sup> See [www.coe.int](http://www.coe.int) in particular Instruction 44 on the protection of human dignity of the Council of Europe and Instruction 47 on the use of the Council of Europe's information system.

## Article 12 - Disputes

In accordance with the provisions of Article 21 of the General Agreement on privileges and immunities of the Council of Europe, all disputes between the Council and the Consultant as regards the application of this contract shall be submitted, if a mutual agreement cannot be reached between the parties, to arbitration as laid down in Rule No 481 of the Secretary General.

## Article 13 - Addresses and bank details of the parties

13.1

Consultant

Ms Elisabeth PÖLZLEITNER  
Scheigergasse 74  
AT-8010 GRAZ  
AUSTRIA

Bank details:

Name of bank receiving funds: Bank Austria.  
Branch: Herrengasse  
Postal Code: 8010  
City: GRAZ  
Country: AUSTRIA

Bank account holder: Ms Elisabeth PÖLZLEITNER  
Address of the beneficiary: Scheigergasse 74, AT-8010 GRAZ, AUSTRIA  
SWIFT/BIC Code: BKAUATWW  
IBAN number: AT29 1200 0100 3885 3049  
Currency: EUR

Council of Europe

Address:

FR-67075 STRASBOURG, CEDEX, FRANCE

Bank details:

SOCIÉTÉ GÉNÉRALE STRASBOURG  
Code IBAN: FR76 30003 02360 001500 1718672  
SWIFT Code: SOGEFRPP

## Article 14 – Date, place and signatures of the parties

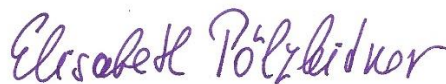
Done in two copies, in Graz this date of ...May 21<sup>st</sup> 2024.

On behalf of the Council

On behalf of the Consultant



Date: May 21<sup>st</sup> 2024



Sarah BRESLIN  
Executive Director  
European Centre for Modern Languages  
Head of Language Policy, Council of Europe

Elisabeth PÖLZLEITNER

Enclosed document:  
Model invoice

## INVOICE

NAME: Ms Elisabeth PÖLZLEITNER

ADDRESS: Scheigergasse 74  
AT-8010 GRAZ  
AUSTRIA

VAT Registration No:

Tax Reference No:

Invoice No:

Council of Europe Contract No: Service Contract No: SC67/2024

Date: FIMS PO No: 810582

Description of Item	Amount €
Service Contract No SC67/2024	<b>€ 1000</b>
Total Net of VAT	€
VAT	
Total incl. of VAT	<b>€ 1000</b>

Date:

Signature: