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EUROPEAN COMMISSION FOR DEMOCRACY THROUGH LAW
(VENICE COMMISSION)

GUIDELINES

for the organisation of seminars

in co-operation with Constitutional Courts

(CoCoSem)

I Introduction

1. Since 1992 the Venice Commission co-operates with constitutional courts and equivalent bodies (constitutional councils, supreme courts, etc.) with a view to strengthening them by fostering a mutual exchange of information between the courts and to inform the interested public about their decisions. To this end, the Commission established a network of liaison officers within the courts. Three times a year they contribute to the *Bulletin on Constitutional Case-Law* and the database CODICES of the Commission. These publications allow the reader to have a rapid up-to-date overview of major constitutional decisions of the participating courts. Thus, the *Bulletin* contributes to the knowledge of the common constitutional heritage in Europe and abroad.

2. Upon the demand of several constitutional courts, the Venice Commission has organised a series of seminars with constitutional courts entitled "CoCoSem". Since 1996, such seminars have taken place in Armenia, Azerbaijan, Bosnia and Herzegovina, Estonia, France, Georgia, Kyrgyzstan, Latvia, Lithuania, Moldova, Poland, Russia, Spain, the former Yugoslav Republic of Macedonia and Ukraine as well in some countries of the Southern African region. A chronological list of these seminars figures in ANNEX 1.

II Choice of topics

3. The topics of such seminars are chosen by the courts and often reflect issues with which the courts are currently confronted, for example the independence of the Constitutional Court, the role of the Constitutional Court in the protection of human rights or electoral disputes before the Constitutional Court. More practical issues like the budget of the Court or case management have also been embarked upon. Often, other State powers participate in these seminars upon the invitation by the courts. The Venice Commission thus contributes to a discussion within the country concerned which is conducive to further the fundamental values of the Council of Europe.

4. ANNEX 2 lists topics which can be of interest for the organisation of CoCoSeminars. The topics mentioned there are those of CoCoSems already held or which have been mentioned in discussions with or within the Secretariat. The list is open-ended and the courts are free to propose any other topic. The choice of topic lies with the Court. The fact that a topic has already been dealt with in another seminar in no way precludes it from being dealt with again in another country. A combination of several topics is possible during a two-day seminar.

5. For the seminar to be successful, it is of particular importance that **the Court informs the Secretariat how the speakers should tackle the topics** they are invited to present. Therefore, the Court is invited to send a short note on what the actual problems or experiences are in relation to this topic which the Court is faced with. Such information will allow the speakers to address the questions, which really are of interest for the Court and to avoid misunderstandings.

6. The programme of the seminar is drafted jointly by the Secretariat of the Commission and the Court concerned. Often, the Secretariat presents a first draft programme for which proposals by the Court are welcomed. Usually, three or four international speakers, financed by the Venice Commission, and an equivalent number of national speakers or international speakers, the participation of whom is not financed by the Commission, make a presentation. The programme should not foresee too many speakers in order to leave sufficient time for discussion.

III Financing

7. The Venice Commission is, in principle, able to cover the costs of transport and subsistence for the international speakers.

8. Within budgetary limits, the Commission can contribute a lump sum for covering organisational expenses (interpretation, interpretation equipment, rent of the meeting room, etc.). For the complete range of possible organisational expenses which can be reimbursed please refer to the Annex I “Estimated Budget“ to the Administrative Arrangement (Annex 3).

9. In order to obtain this lump sum, the Court concerned is kindly asked, firstly, to send an estimated budget, i.e. fill in the Annex I form, and secondly, conclude an administrative arrangement with the Council of Europe (Annex 3) of which the draft budget form is an integral part. The latter has to be approved by the financial bodies within the Council of Europe. Once this approval has been given, the financial contribution by the Venice Commission cannot be increased any further.

10. An amount, usually 50 per cent, of the contribution of the Commission can be transferred to the Court in advance of the seminar, the rest is sent by bank transfer following the seminar upon the presentation of invoices corresponding to the budget agreed upon beforehand and the Annex II to the Administrative Arrangement “Statement of actual expenditure”. It is not necessary to translate the invoices, but a list of the invoices in English and French (financial report) is required. It should be borne in mind that the transfer of the money can take several weeks due to administrative procedures within the Council of Europe and the actual transfer from bank to bank (often via correspondent banks).

11. The international speakers financed by the Venice Commission receive a *per diem* (only by bank transfer following the meeting) which allows them to cover their subsistence expenses (food and accommodation). Their travel is also being financed by the Commission: either they purchase their own tickets and after the meeting they are reimbursed by a bank transfer only upon presentation of the ticket and the invoice or the Commission arranges for a pre-paid ticket which is put at the disposal of the participant either at the airport or sent to a given address. Consequently, the Court’s draft budget should not contain costs for these. For the complete set of “Rules concerning the reimbursement of travel and subsistence expenses to government experts and other persons travelling at the charge of Council of Europe budgets”, please refer to the Annex 5.

12. If other participants are also financed by the Venice Commission, their travel is financed in the same way as international speakers (see above). As for the subsistence expenses, they can be included into the Annexes I and II to the Administrative arrangement (Annex 3). However, if the Court prefers to organise the travel of all the participants and this can be financed within the limits of the Venice Commission’s contribution, this can be also included into the budget. In this case it is the responsibility of the Court to obtain originals of all invoices and copies of tickets in order to get reimbursement for this item of expenditure.

13. The Court is kindly requested to assist in the reservation of hotel rooms for the speakers and the Secretariat and if possible to negotiate special rates. The organisation of receptions or dinners is optional and is left to the Court.

14. If all the organisational costs arise with a single hotel, Venice Commission can also conclude a service contract directly with this hotel rather than an administrative arrangement with the Court (Annex 4). In such cases, the Court typically concludes a separate contract with the hotel covering other expenses such as receptions, etc.

IV Working languages

15. The Venice Commission is usually able to finance interpretation between the language of the host country and one of the two official languages of the Council of Europe (English or French).

16. Interpreters are usually recruited on the spot by the Court. They must be able to guarantee a very high level of interpretation because the success of the seminar depends on effective communication between the national and international participants. As far as possible, the interpreters should receive the (draft) reports of the speakers.

17. If necessary, the Court also takes care of the installation of interpretation booths in the meeting room whether it be on the premises of the Court or at another place chosen by the Court.

V Participants

18. The international speakers (and possibly other international participants financed by the Commission) are invited by the Venice Commission given that such an invitation entails financial obligations. As far as possible, the Court is kindly asked to assist in facilitating the delivery of visas for the international speakers and participants upon their arrival at the airport. A letter from the Court certifying that visas will be available upon arrival may be necessary in order to allow the international participants to take their flights without being rejected by the airline company.

19. The Court is, of course, free to invite national participants of its choice. The number of participants should remain limited in order to allow for fruitful discussions in the atmosphere of a workshop. In addition, the total number of participants has to remain within the technical limits imposed by the size of the meeting room and number of interpretation headsets available.

20. The Court is invited to assure that political parties do not act as co-sponsors of the seminar and that no symbols of political parties appear on the programme or other material prepared for the seminar (badges etc.). The Court should consult the Commission about any other co-organisers / co-sponsors of the seminar.

VI Media

21. The Court, in cooperation with the local Council of Europe office (where existing), is invited to inform the media of the seminar/conference.

22. The Court should see with the Secretariat whether the seminar should be open or closed to the public and the media or only open during the opening phase. If the media shows substantial interest in covering the event or in meeting the Commission's delegation, a press conference after the seminar can also be organised, where applicable, in cooperation with the local Council of Europe office.

VII Proceedings

23. The co-organising Court is invited to inform the Secretariat of the Commission whether they intend to publish the proceedings of the seminar. In this case, the Secretariat will try to transmit the reports presented by the international speakers on electronic storage media (e-mail, diskette) in order to facilitate the production of such a publication. In no case can the Venice Commission provide a further financial contribution to such a publication once the seminar has taken place.

24. The Commission usually distributes the reports available in English or French as public CDL-JU documents, which are also available on the Commission's web site www.venice.coe.int. This depends on the availability of the reports in one of the two official languages of the Council of Europe. In any case, the Court is kindly asked to transmit to the Secretariat the national reports in the language in which they have been presented.

VIII Contacts

25. Courts wishing to organise a CoCoSeminar in co-operation with the Venice Commission can address themselves to the Secretary of the Commission, Mr Gianni Buquicchio (Tel. +33 3 88 41 22 05, fax +33 3 88 41 37 38, e-mail: gianni.buquicchio@coe.int) or to Mr Schnutz Rudolf Dür (Tel +33 3 88 41 39 08, fax: +33 3 88 41 37 38, e-mail: schnutz.durr@coe.int).

ANNEX 1**CHRONOLOGICAL LIST OF THE SEMINARS
organised by the Venice Commission
in co-operation with Constitutional Courts (CoCoSems)
(1996 – 2005)**

- | | |
|----------------|--|
| 16-18.10.1996 | Seminar on the Constitutional Court of Armenia, Yerevan, Armenia |
| 01-03.12.1996 | Seminar on Contemporary Problems of Constitutional Justice, Tbilisi |
| 03-04.7.1997 | Workshop on the Functioning of the Constitutional Court of the Republic of Latvia, Riga, Latvia |
| 22-24.9.1997 | Workshop on the Relationship of Central Constitutional Courts and Constitutional Courts of Federated Entities, Petrozavodsk, Karelia, Russia |
| 22-24.10.1997 | Seminar on Constitutional Control and the Protection of Human Rights, Yerevan, Armenia |
| 24.11.1997 | Workshop for Legal Staff of the Constitutional Court of Bosnia and Herzegovina, Sarajevo, Bosnia and Herzegovina |
| 17-19.11.1997 | Workshop on the Execution of Judgments of Constitutional Courts, Tbilisi, Georgia |
| 04-05.12.1997 | Workshop on the Constitutional Court of the Republic of Azerbaijan, Baku, Azerbaijan |
| 19-21.1.1998 | Workshop on the Budget of the Constitutional Court: Control and Management, Kyiv, Ukraine |
| 31.1.-2.2.1998 | Conference on Equality Jurisprudence, 31 January to 2 February 1998, Cape Town, South Africa |
| 04-05.4.1998 | Round Table of Constitutional Courts in Bosnia and Herzegovina, Sarajevo, Bosnia and Herzegovina |
| 20-21.4.1998 | Workshop on Judicial Independence and Incompatibilities of the Office of Judge with other Activities, Bishkek, Kyrgyzstan |
| 05-06.6.1998 | Workshop on Principles of constitutional control, techniques of constitutional and statutory interpretation", Kyiv, Ukraine |
| 15-16.10.1998 | Seminar on electoral disputes before the Constitutional Court, Yerevan, Armenia |

23-24.10.1998	Round Table on Constitutional Justice in Bosnia and Herzegovina, Banja Luka, Bosnia and Herzegovina
07-08.10.1998	Seminar on the role of the Constitutional Court in the Implementation of International Law, Lviv, Ukraine
30-31.3.1999	Seminar on the role of the Constitutional Court in the protection of private property, Chisinau, Moldova
01-02.07.1999	Workshop on the relationship between the Constitutional Court and the Ombudsman, Kyiv, Ukraine
01-02.07.1999	Seminar on Constitutional Control in Federal and Unitary States, Batumi, Adjara, Georgia
04-05.10.1999	Seminar on cases of conflict between State powers before the Constitutional Court, Yerevan, Armenia
28-29.10.1999	Seminar on the Execution of decisions of the Constitutional Court, Kyiv, Ukraine
25-26.11.1999	1 st Conference of Secretaries General of Constitutional Courts and bodies of equivalent jurisdiction, Kyiv, Ukraine
25-26.02.2000	Seminar on the draft amendments to the Law on the Constitutional Court of Latvia, Riga
17-18.04.2000	Workshop on The Constitutional Court as a protector of individual rights and freedoms, Baku, Azerbaijan
27-28.04.2000	Seminar on economic transition: property rights, restitution, pensions and other issues concerning the constitutional protection of economic rights of citizens, Bishkek, Kyrgyzstan
06-07.10.2000	Seminar on the efficiency of constitutional justice in a society in transition (functional, institutional and procedural aspects), Yerevan, Armenia
05.10.2000	Direct Access of the citizen to the Constitutional Court, Zakopane, Poland
17-18.11.2000	Seminar on The Implications of the New Century and Striving to Join European Structures for Constitutional Courts, Tartu, Estonia
10-11.05.2001	Seminar on the Role of the Constitutional Court in the State and Society, Kyiv, Ukraine
11-12.09.2001	Colloquium on the relations between the courts and the public for judges from Constitutional Courts and Supreme Courts of Southern Africa, Willow Park, South Africa

- 05-06.10.2001 Seminar on guarantees of independence of constitutional justice and influence of decisions of the Constitutional Court on public practice, Yerevan, Armenia
- 25-26.10.2001 Seminar on constitutional control: basic problems of practice organisation and legal proceedings, Tbilisi, Georgia
- 11-12.01.2002 Conference on the actual problems of constitutional jurisdiction: contemporaneity and perspectives of development, Kyiv, Ukraine
- 11-12.01.2002 Conference on the legal frameworks to facilitate the settlement of ethno-political conflicts in Europe, Baku, Azerbaijan
- 15-16.03.2002 Baltic-Nordic regional Conference on Interpretation and Direct Application of the Constitution, Vilnius, Lithuania
- 23-24.05.2002 Seminar on the “Effective remedies for the protection of Human Rights: the role of the Constitutional Court”, Sarajevo, Bosnia and Herzegovina
- 03-04.06.2002 Seminar on the “Constitutional control: basic problems of practice, organisation and legal proceedings”, Batumi, Georgia
- 17-18.06.2002 Seminar on “The Role of the Constitutional Court in Society”, Chisinau, Moldova
- 04-05.10.2002 VII Yerevan International seminar on the “Protection of human rights by the Constitutional Court’
- 01-02.11.2002 Seminar on “Topical problems of constitutional review: the experience and developments of the first decade”, Tartu, Estonia
- 08-09.11.2002 Seminar on “The protection of fundamental rights by the Constitutional Court by means of individual complaint”, Baku, Azerbaijan
- 14-15.11.2002 2nd Conference of Secretaries General on “the Role and Status of the Secretary General
- 21-22.11.2002 Conference on “Human rights protection systems”, Bishkek, Kyrgyzstan
- 25.11.2002 Conference on the “Constitutional Court as a guarantor of the respect for Constitution: problems and trends”, Tirana, Albania
- 29-30.11.2002 Seminar on the “Relations between Parliament and Constitutional Court”, Bucharest, Romania
- 28-29.04.2003 Seminar on “The Effects of the Constitutional Court Decisions”, Tirana, Albania
- 14-15.06.2003 Conference on the occasion of the 5th anniversary of the Constitutional Court of Azerbaijan “Role of the Constitutional Court in the protection of democratic values”, Baku, Azerbaijan

- 21-22.06.2003 Sustaining the independence of the judiciary - co-operation of the judiciary of the region, Zanzibar, Tanzania
- 04-05.09.2003 Conference on the occasion of the 10th anniversary of the Constitutional Court of Lithuania "Constitutional Justice and Rule of Law" Vilnius, Lithuania
- 03-04.10.2003 VIIIth International Conference on the « Basic criteria concerning restrictions on human rights in the constitutional justice », Yerevan, Armenia
- 26-27.11.2003 International conference on the occasion of "The 5th anniversary of the adoption of the Albanian Constitution – results and perspectives», Tirana, Albania
- 23-24.01.2004 Seminar on the « Role of the Cconstitution in the transition of Spain towards democracy - 25 years of experience (1978-2003) », Madrid, Spain
- 05-06.02.2004 / 12-13/02.2004 -
Two training seminars for legal professionals on the «Effective case management / Effective decision drafting / Understanding the ECHR “, Sarajevo, Bosnia-Herzegovina
- 26-27.02.2004 Training seminar on “Improving examinations methods of individual complaints - Effective case management - Effective decision drafting”, Baku, Azerbaijan
- 27-28.02.2004 Conference on “the role of the constitutional court in the maintenance of the stability and development of the constitution”, Moscow, Russian Federation
- 02-05.06.2004 Conference on the occasion of the 40th anniversary of the Constitutional Court of "the former Yugoslav Republic of Macedonia" on "Constitutional protection - current state of affairs and perspectives", Skopje, “the former Yugoslav Republic of Macedonia”
- 03-04.09.2004 Seminar on “The Value of Precedents (National, Foreign and International) for the Constitutional Courts", Baku, Azerbaijan
- 09-10.09.2004 International Scientific and Practical Conference “Constitutional control and development of a social state ruled by law”, Minsk, Belarus
- 14-16.09.2004 International round table on “Constitutional Justice, European Justice, Ordinary justice: Who protects human rights in Europe?”, in co-operation with the Research and Studies Group, National Centre for Research and Science of France, Aix-en-Provence, France
- 30.09.-2.10.2004 International conference on "The position of Constitutional Courts following integration into the European Union”, Bled, Slovenia

- | | |
|---------------|--|
| 14-15.10.2004 | Seminar on the “Budget of the Constitutional Court – a determining factor of its independence, Sarajevo, Bosnia-Herzegovina |
| 15-16.10.2004 | IX th Yerevan International Conference on the “Ensuring the principle of the rule of law in the practice of constitutional justice”, Yerevan, Armenia |
| 04-05.02.2005 | Conference with the Southern African Judges Commission on the “Southern Africa - Modernising the Judiciary”, Entebbe, Uganda |
| 14-15.02.2005 | Conference on "The Position of Constitutional Courts following Integration into the European Union", Budapest, Hungary |
| 23–24.02.2005 | Conference on the "Current problems of constitutional justice: perspectives of development", Chisinau, Moldova |

These seminars have been organised in co-operation with the local constitutional courts, sometimes also in co-operation with other international bodies (*inter alia* ABA/CEELI, COLPI, Joint Programmes European Commission - Council of Europe/Venice Commission, GTZ, OSCE, PHARE Programme of the European Union, USAID - ARD/CHECCI).

ANNEX 2

TOPICS OF INTEREST FOR SEMINARS

The topics mentioned below are those of CoCoSems already held or which have been mentioned in discussions with or within the Secretariat. The list is open ended. The courts are free to propose any other topic. The choice of the topic lies with the Court. The fact that a topic has already been dealt with in another seminar does not preclude it from being dealt with again. A combination of several topics is possible during a two-day seminar.

Note: The topics mentioned do not only refer to the subjects of past seminars as such but also to individual issues dealt with by one or more speakers within the seminar. The topics of past seminars are not reproduced literally.

1. Constitutional justice

- Functioning of the Constitutional Court (Tbilisi 12/1996, Yerevan 10/1996, Baku 12/1997, Belgium 06/2002)
- Case management (Riga 07/1997, Tbilisi 11/1997, Tbilisi 10/2001, Sarajevo 02/2004, Baku 02/2004)
- Effective decision drafting HR (Sarajevo, 02/2004)
- Types of claims
- Improving examinations methods of individual complaints - Effective case management - Effective decision drafting (Baku 02/2004)
- Value of precedents (national, foreign and international) (Baku, 09/2004)
- Publication of decisions
- Documentation and international comparative studies (Riga 07/1997)
- Budget of the Constitutional Court (Kyiv 01/1998, Sarajevo 10/2004)
- Effects of decisions of the Constitutional Court (Riga 07/1997, Tirana 11/2003)
- Execution of decisions of the Constitutional Court (Tbilisi 11/1997, Kyiv 10/1999)
- Role of the registry / Secretariat of the Constitutional Court (Kyiv 11/1999, Madrid 11/2003)
- Constitutional justice in a society in transition (Yerevan, 10/2000)
- Role of the Constitutional Court in society (Chisinau 06/2002)
- Impact of decisions of the Constitutional Court on society (Kyiv 05/2000)
- Constitutional Court and the media (Willow Park, 09/2001)
- Role of the constitutional court in the maintenance of the stability and development of the constitution (Moscow 02/2004)
- Incompatibilities of the office of judge with other activities (Bishkek 05/1998)

2. General principles

- Protection of democracy by the Constitutional Court (Baku 06/2003)
- Techniques of constitutional and legal interpretation
- General principles applied in constitutional control (Yerevan 10/1997)

- Social state and rule of law (Minsk 9/2004)
- Rule of law (Vilnius 09/2003, Yerevan, 10/2004)
- Separation of powers
- Judicial independence (Yerevan 12/1996, Bishkek 05/1998, Yerevan, 10/2001, Zanzibar 07/2003)
- Direct application of the Constitution (Vilnius 09/2002)
- Principle of equality (Cape Town 01-02/1998)
- Principle of proportionality
- Principle of legality

3. Institutions

- Relations between the Constitutional Court and other public institutions (Yerevan 10/1996, Yerevan 10/2001)
- Relations between Parliament and Constitutional Court (Bucharest 11/2002)
- Relations between the ombudsman and the system of constitutional control (Yerevan 10/1997, Kyiv 05/1999)
- Relations between the Federal Constitutional Court and Constitutional Courts of federated entities (Petrozavodsk 09/1997, Batumi 07/1999)
- Electoral control by the Constitutional Court (Yerevan 10/1998)
- Constitutional Court and European Union (Tartu 11/2000, Bled 10/2004, Budapest 02/2005)
- Role of the Constitution in transition towards democracy (Madrid 01/2004)
- Modernising the Judiciary (Entebbe 06/2005)

4. The role of the Constitutional Court in the protection of Human Rights

- Role of the Constitutional Court in the protection of human rights (Baku 04/2000, Sarajevo 05/2002, Skopje 06/2004)
- Criteria for human rights limitations (Yerevan 10/2003)
- Human rights protection systems (Bishkek 11/2002)
- Implementation of international human rights norms (Yerevan 10/1996, Yerevan 10/1997)
- Role of the Constitutional Court in the implementation of international law (Lviv 10/1998)
- Constitutional Justice, European Justice, Ordinary justice: Who protects human rights in Europe? (Aix-en-Provence, 09/2004)
- Individual complaint (Tbilisi 12/1997, Riga 07/1997, Yerevan 10/1997, Baku 11/2002, Baku 02/2004)
- Role of the Constitutional Court in the protection of the rights of minorities (Baku 01/2002, Yerevan 01/2002)
- Economic transition: property rights, restitution, pensions, etc. (Chisinau 03/1999, Bishkek, 04/2000)
- Social and economic rights (Yerevan 10/1997, Minsk 09/2004)
- Freedom of expression (Minsk 09/2004)

ANNEX 3 - ADMINISTRATIVE ARRANGEMENT

REF: AD */2005
FIMS PO N° *
CEAD N° *

**ADMINISTRATIVE ARRANGEMENT
BETWEEN THE COUNCIL OF EUROPE
AND**

The Council of Europe, with its Head office at Avenue de l'Europe, F-67075 Strasbourg, France, represented by **Mr Gianni BUQUICCHIO, Secretary of the Venice Commission** ("the Council of Europe")

on the one hand

and

The¹, represented by² ("the Beneficiary")

on the other hand

have agreed as follows:

Article 1 - Subject

- 1(1) The subject of this Arrangement is a Council of Europe grant in aid of a maximum of €.... ("sum written in full" Euros) from the Council of Europe as payment for the expenses to be met forof the Seminar on ".....", to be held in, on 2004 hereinafter referred to as "the Activity")
- 1(2) The Beneficiary will be awarded the grant on the terms and conditions set out in this Agreement and its **Annex I**.

¹ Name and address of the Beneficiary

² Name of the representative and of his position within the administration of the Beneficiary

Article 2 - Obligations of the Beneficiary

The Beneficiary undertakes:

- 2(1) To use this grant exclusively for the object herein above stated;
- 2(2) To make no profit through the Council of Europe grant;
- 2(3) To transmit to the Council of Europe before,
 - a report on the use made of the grant;
 - a financial statement (**see Annex II**) in English or French of actual expenditure for the activity, certified by a responsible financial officer of the Beneficiary, accompanied by appropriate original supporting documents. If for legal reasons the original documents must be retained by the Beneficiary certified copies must be submitted with the financial statement;
 - a copy of the credit advice slip for the first instalment, as well as the official exchange rate in the country of the Beneficiary at the date of submission of the documents.
- 2(4) To relinquish the right to the payment of any balance of the grant if the documents specified in 2(3) above are not received by the Council of Europe by the due date;
- 2(5) To keep the accounts of the Activity for any further verification of the proper use of the grant by the Council of Europe, its auditors or its appointed representative for a period of two years from the date of payment of the balance;
- 2(6) To acknowledge the support of the Council of Europe wherever possible.
- 2(7) To observe any applicable laws in the execution of this Arrangement, and to hold the Council of Europe harmless from any claims from third parties (including State authorities) related to the execution of this Arrangement

Article 3 - Payment arrangements

- 3(1) The Council of Europe shall pay the amount mentioned above under Article 1(1) in two instalments as follows:
 - % within 30 days of receipt of this Administrative Arrangement duly signed;
 - the balance within 30 days of receipt and approval of the documents specified in Article 2(3) above.
- 3(2) The instalments will only be paid in the currency in which this Arrangement is made. If the exchange rate indicated by the Beneficiary (**see Annex II**) presents a difference of 5% or more in the favour of the Beneficiary as compared to the Council of Europe official exchange rate at the date of the treatment of the final payment request, then the Council of Europe rate will be applied. In all other cases, the exchange rate indicated by the Beneficiary will be applied.

3(3) The above mentioned amounts will be **paid only by bank transfer** to the following account opened in the name of the Beneficiary.

Full bank account number.....

Code IBAN.....

Bank Name.....

Full Address of the bank.....

.....

Account holder.....

Article 4 - Termination

The Council of Europe reserves the right to terminate this Arrangement and the Beneficiary undertakes to repay the grant in the following cases:

- If the Beneficiary fails to use the grant for the purpose of carrying out the Activity, or
- If the Beneficiary fails to substantiate the use of the grant for the Activity, or
- If the Beneficiary fails to submit the required documents by the due date, or
- If the Beneficiary fails to fulfil any of the terms of this Arrangement.

Article 5 - Amendments

The provisions of this Arrangement may be amended only by written agreement between the parties.

Article 6 - Annex

Annex I to this Arrangement describes the estimated budget of the Activity, detailing the nature of the income and expenses and estimated total costs for this Activity, in particular those costs to be covered by the contribution of the Council of Europe.

Annex I forms an integral part of this Arrangement.

Article 7 – Ownership of equipment

Unless otherwise specified, the equipment and supplies paid for by the Council of Europe funding shall be transferred to the local authorities or partners (excluding commercial contractors) of the Beneficiary or the final recipients of the Activity by the end of the Activity. The documentary proof of those transfers shall be transmitted to the Council of Europe.

Article 8 - Disputes

Any dispute regarding the terms of execution of this Arrangement shall - failing an amicable settlement between the parties - be submitted to arbitration in accordance with Rule no. 81 issued by the Secretary General with the approval of the Committee of Ministers as provided in Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe.

Done in two copies in on

For the Council of Europe

For the Beneficiary

Gianni BUQUICCHIO
Secretary of the Commission

Annex I - ADMINISTRATIVE ARRANGEMENT - ESTIMATED BUDGET

Activity:

Place:

Date:

Administrator responsible:

Expenditure	Unit	# of units	Average unit rate (€)	# of participants	Estimated budget (€)
1. Per diems ¹					
1.1 Hotel expenses (nights x unit rate x participants)	Per night				0
1.2 Lunches (lunches x unit rate x participants)	Per lunch				0
1.3 Dinners (dinners x unit rate x participants)	Per dinner				0
1.4 Coffee breaks (breaks x unit rate x participants)	Per break				0
Subtotal per diems					0
2. Travel					
2.1 National participants (return trip x unit rate x participants)	Per trip				0
2.2 Local transport (bus hire)	Per day				0
2.3 Local transport (taxi) (trips x unit rate x participants)	Per trip				0
Subtotal Travel					0
3. Rent of hall, interpretation and translation					
3.1 Rent of hall (days x unit rate)	Per day				0
3.2 Rent of interpretation equipment (days x unit rate)	Per day				0
3.3 Interpretation services (days x unit rate x interpreters)	Per day				0
3.4 Translation (pages x unit rate)	Per page				0
Subtotal Rent of hall, interpretation and translation					0
4. Publications and printed material					
4.1 Publications (editing) (item x unit rate)	Per item				0
4.2 Publications (printing) (item x unit rate x copies)	Per item				0
Subtotal Publications and printed material					0
5. Other (specify)					
5.1 specify	specify				0
5.2 specify	specify				0
Subtotal Other					0
6. Administrative fees					
6.1 Stationery supplies	Per event				0
6.2 Other services (tel/fax, mail, copies)	Per event				0
Subtotal Administrative fees					0
Total project costs (1-6)					0

Notes: ¹Different lines to take into account differences of unit rates or number of participants in each event (lunch, trips, etc.). Average unit rate can be used but not average number of the participants !

Annex II - ADMINISTRATIVE ARRANGEMENT – STATEMENT OF ACTUAL EXPENDITURE

Activity:

Place:

Date:

Administrator responsible:

Exchange rate: 1							Estimated budget (€)
Expenditure	Unit	# of units	Average unit rate (local currency)	# of participan ts	Costs (local currency)	Costs (€)	
1. Per diems ¹							
1.1 Hotel expenses (nights x unit rate x participants)	Per night				0		
1.2 Lunches (lunches x unit rate x participants)	Per lunch				0		
1.3 Dinners (dinners x unit rate x participants)	Per dinner				0		
1.4 Coffee breaks (breaks x unit rate x participants)	Per break				0		
Subtotal per diems					0	0	0
2. Travel							
2.1 National participants (return trip x unit rate x participants)	Per trip				0		
2.2 Local transport (bus hire)	Per day				0		
2.3 Local transport (taxi) (trips x unit rate x participants)	Per trip				0		
Subtotal Travel					0	0	0
3. Rent of hall, interpretation and translation							
3.1 Rent of hall (days x unit rate)	Per day				0		
3.2 Rent of interpretation equipment (days x unit rate)	Per day				0		
3.3 Interpretation services (days x unit rate x interpreters)	Per day				0		
3.4 Translation (pages x unit rate)	Per page				0		
Subtotal Rent of hall, interpretation and translation					0	0	0
4. Publications and printed material							
4.1 Publications (editing) (item x unit rate)	Per item				0		
4.2 Publications (printing) (item x unit rate x copies)	Per item				0		
Subtotal Publications and printed material					0	0	0
5. Other (specify)							
5.1 specify	specify				0		
5.2 specify	specify				0		
Subtotal Other					0	0	0
6. Administrative fees							
6.1 Stationery supplies	Per event				0		
6.2 Other services (tel/fax, mail, copies)	Per event				0		
Subtotal Administrative fees					0	0	0
Total project costs (1-6)					0	0	0

Council of Europe contribution			0
Already paid (credit advice slip for 1st instalment in local currency)			0
Amount due		0	0

Notes: ¹Different lines to take into account differences of unit rates or number of participants in each event (lunch, trips, etc.).
Average unit rate can be used but not average number of the participants !

ANNEX 4 – SERVICE CONTRACT

FOR THE ORGANISATION OF SAJC CONFERENCE ON THE ROLE OF INFORMATION TECHNOLOGY IN MODERNISING JUDICIAL SYSTEMS, IMPERIAL RESORT BEACH HOTEL LTD., UGANDA

Between: the Secretary General of the Council of Europe in Strasbourg, represented by
***** (hereto designated Council of Europe);

And: ***** represented by *****

It is agreed that the Secretary General entrusts the Imperial ***** with providing the logistical support for the organisation of*****, which will take place at the*****. ***** is the only interlocutor of the Council of Europe for the organisation of this event, in consequence it is in charge of all the services as stipulated in Article 1 below. All dealings will be between the Council of Europe and the *****. ***** shall in particular ensure that all obligations described in the present contract shall be carried out in a manner guaranteeing the smooth and efficient organisation of the Conference.

1. NATURE OF THE SERVICES

The nature of the services provided shall correspond to the estimate of costs received by the Council of Europe on ***.**

The final number of participants will be confirmed by the *****.

2. INVOICES AND PAYMENT

2.1 INVOICES

2.1.1 The prices stated are definitive and not revisable. The global price for the entirety of these services will not be more than a maximum of € ***** (***** Euros) including all taxes. The original invoices are to be addressed to the Council of Europe.

2.1.2 Invoices will be made in conformity with the number of participants served, with further modifications to be confirmed by the Council of Europe representatives on the spot not later *****and within the limits as stipulated above. The pro-forma invoice will be signed by the two parties on ***** This will be a reference for the final invoice.

2.2 PAYMENT

- A deposit of 50% (*****) will be transferred into the account indicated by the ***** on the basis of the pro forma invoice received on ***** and the signature of the contract by the two parties. For this instalment the exchange rate shall be that of the date of the bank transfer.

- The remaining balance will be paid within 30 days after reception of the final invoice by the Council of Europe. The exchange rate shall be the official Council of Europe rate applicable at the date of the submission of the final invoice.

3. BREACH OF CONTRACT

In the event that the *****, 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 4 below, the Secretary General shall consider there to have been breach of contract and consequently shall pay only the amount corresponding to the services actually provided at the time of breach of contract and shall request reimbursement of the sums already paid for services not provided, including the deposit mentioned in Article 2.

4. MODIFICATIONS

The present contract cannot be modified without written agreement between both parties.

5. CASE OF FORCE MAJEURE

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, strikes affecting air travel, attacks, a state of war or political and social events that would require the Council of Europe to cancel the Conference.

6. 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 Secretary General and ***** as regards the application of this contract shall be submitted failing a friendly settlement to arbitration as laid down in Rule 481 of the Secretary General, approved by the Committee of Ministers (Annex 1).

Done in two copies in ***** on *****

On behalf the Secretary General of the Council of Europe	On behalf of *****
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ANNEX 4 - RULES

**concerning the reimbursement of travel and subsistence expenses
to government experts and other persons travelling
at the charge of Council of Europe budgets**

I. GENERAL PROVISIONS**Article 1**

1. **Experts and other persons travelling on Council of Europe business and at the Council's expense shall arrange their journeys in the most economical manner.** Travelling expenses shall be reimbursed and daily subsistence allowances paid in accordance with the present Rules.
2. In unavoidable special cases, or in particular circumstances, the Secretary General may waive one or more of the provisions of the present Rules on the basis of a claim showing good reason and accompanied by evidence of the expenditure actually incurred. Any additional reimbursement in such cases may not exceed that provided for below by more than 20%.

II. MEANS OF TRANSPORT AND TRAVELLING EXPENSES**Article 2**

1. Experts shall be entitled, as provided for below, to reimbursement of travel expenses incurred in travelling between their place of residence, as specified in the notice of the meeting, and the place of the meeting.
2. If, for personal or professional reasons, experts travel to or from a place further away from the meeting place than their place of residence, the refund shall be restricted to the amount of expenses they would have incurred in travelling to or from their place of residence. If however experts travel from or to a place closer than their place of residence, the refund shall be restricted to expenditure actually incurred, as provided for in these Rules.
3. Travelling expenses shall be refunded to only one expert per meeting. If one expert is replaced by another in the course of the meeting, the latter shall not be entitled to travel expenses.

Article 3

1. The amount of refund shall not exceed the fare for the normal route, as determined by the Secretariat according to the means of transport authorised (see Annex), irrespective of the manner in which the expert actually travels. **Experts shall avail themselves of reduced fares where possible.** In no case may reimbursement exceed the expenditure actually incurred. Experts shall be required to declare any reductions from which they may have benefited.
2. **All claims for reimbursement of travel expenses for all means of transport must be accompanied by the relevant ticket or a copy and evidence of the expenditure actually incurred (invoice, credit card slip...).**

Article 4**1. Rail travel**

The reimbursement of the first class rail fare is authorised. Where the duration of the journey is longer than 6 hours between 10 p.m. and 7 a.m., the cost of a "special" or 1st class two-berth sleeper may be reimbursed; if a "single" sleeper is used, only the value of the special or two-berth sleeper will be refunded.

2. Air travel

Air travel is reimbursed on the basis of the fare in the most economical class (tourist class or equivalent) on the normal route, irrespective of the class and route actually used:

- i. if the distance between the place of departure and the place of the meeting by the shortest rail route exceeds 400 km; or
- ii. if the normal route includes a direct air connection; or
- iii. if the journey involves a sea crossing.

Where the duration of the air journey on the normal route is in excess of 7 hours flying time in each direction, business class is authorised, subject to **prior agreement** of the Service. If business class is used, the reimbursement will be made on the basis of the fare on the normal route. The flight itinerary should be presented to justify the duration of flying time.

Excess baggage charges are not refundable unless justified on grounds of official requirements.

3. Sea travel

The reimbursement of travel by sea shall not exceed the amount of the air fare as defined in paragraph 2 above. When experts travel by car, the cost of transporting the car by sea shall not be reimbursed (see Article 6, paragraph 1).

Article 5

Transit fares in connection with changing from one means of transport to another and fares paid for travel between home or meeting place and railway station or airport as well as local travel costs incurred during meeting days are provided for within the daily allowances paid for attendance at meetings and shall not therefore be directly reimbursed.

Article 6

1. Experts travelling by car shall be refunded a lump sum based on the first class rail fare, excluding any supplements and without taking into account any other expenditure occasioned by the use of a car.
2. If two or more experts entitled to claim expenses use the same car, a refund shall be made only to the person in charge of the vehicle, with an increase of 20% for each passenger.
3. Experts travelling by car do so at their own risk. The Council of Europe disclaims all liability in respect of any accident that may occur during the journey.

III. DAILY ALLOWANCES**Article 7**

1. During the meeting, experts shall be entitled to receive an allowance at a daily rate determined annually by the Committee of Ministers (*the rate in force as from 1 January 2005 is € 169*). This rate is the same wherever the meeting takes place.
2. This allowance shall be deemed to cover all expenditure incurred by experts in attending meetings, except for the travel expenses provided for above.

However, in exceptional circumstances and when justified by the specific hotel resources of the place of the meeting, and subject to prior agreement from the Service, the amount of the daily allowance may be increased by 20% (and up to 75% when the place of the meeting is in Central or Eastern Europe) on the basis of a claim accompanied by evidence of expenditure actually incurred.

Article 8

The duration of the period conferring entitlement to the allowance shall be determined as follows:

1. The daily rate stipulated in Article 7 shall be payable in respect of each day's or part of a day's actual attendance.

If a meeting is shortened from its intended length, the allowance shall not normally be payable for days on which it is not held. If the meeting is held on either side of a weekend and experts remain at the place of meeting during this period, the Saturday and Sunday shall count as days of attendance. Office-closing days and days of absence owing to illness at the meeting place, as attested by a medical certificate, shall be counted as days of attendance, provided they do not exceed the duration of the meeting. Where the interval between meetings is not sufficient for experts to return to the place of departure, or if they prefer not to do so, they shall be entitled to the allowance for the intervening days, provided that, in the second case, the total amount of allowances for such days may not exceed the minimum authorised amount of reimbursement for the return journey.
2. Should public transport timetables on the normal routes **oblige** experts to spend a number of nights away from home which is superior to the number of meeting days, additional daily allowances or fractions thereof may be paid to compensate additional costs.
3. In respect of attendance at a one day meeting, where the expert's actual travel arrangements do not involve a night spent away from home the daily allowance shall be reduced by €84.50 * (50% of the daily allowance).
4. Where the board and/or lodging or meals of experts are provided free of charge the daily allowance shall be reduced by the following amounts:

- Overnight accommodation	€ 84.50 *	(50% of the daily allowance)
- In respect of each main meal (lunch or dinner)	€ 25.35 *	(15% of the daily allowance)
5. The daily allowances of experts attending meetings 50 km or less from their place of residence shall be reduced by € 84.50 * (50% of the daily allowance) unless they produce a hotel bill attesting that they have actually incurred expenditure on overnight accommodation.

IV. SICKNESS AND ACCIDENT**Article 9**

When travelling on behalf of the Council of Europe, government experts are covered in respect of risks specifically related to such travel by insurance taken out by the Organisation on their behalf. They are nevertheless obliged in the first instance to exhaust all possibilities of payment of benefits due to them under the scheme to which they are affiliated in their own country in respect of illness and accident occurring during the journey and/or the meeting.

V. REIMBURSEMENT**Article 10**

The expenses referred to above shall be refunded upon submission of a claim certified true and correct by the expert to which vouchers (or copies) required by Article 3, paragraph 2 must be appended.