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Or. Engl.

EUROPEAN COMMISSION FOR DEMOCRACY THROUGH LAW
(VENICE COMMISSION)

GUIDELINES
for the organisation of seminars
in co-operation with Constitutional Courts
(CoCoSem)

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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 Albania, Armenia, Azerbaijan, Bosnia and Herzegovina, Estonia, France, Georgia, Italy, Kyrgyzstan, Latvia, Lithuania, Moldova, Poland, Portugal, 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. 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 international speakers.

8. Within budgetary limits, the Commission can contribute a lump sum for covering organisational expenses (rent of the meeting room including equipment, coffee breaks etc.). For the range of possible organisational expenses which can be reimbursed please refer to Annex I "Estimated Budget" to the Administrative Arrangement (Annex 2).

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 2) 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. A part, usually 50 per cent, of the contribution of the Commission can be transferred to the Court in advance of the seminar. In special circumstances, this percentage can be increased. 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, stating amount and purpose of each item, in English or 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 recover the expenses made for subsistence (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, more often, the Commission arranges for a pre-paid ticket which is put at the disposal of the participant. 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 4.

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 2). 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 or conference organiser, the Venice Commission can also conclude a service contract directly with this hotel or company rather than an administrative arrangement with the Court (Annex 3). In such cases, the Court typically concludes a separate contract with the hotel covering other expenses not covered by the Venice Commission such as receptions, etc.

IV Working languages

15. The Venice Commission is sometimes 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). In these cases, the interpreters have to be recruited through the Council of Europe interpretation services. The quality of these interpreters is usually excellent but the expenses may be higher than for interpreters recruited and financed directly by the Court.

16. The Interpreters 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 Dürre (Tel +33 3 88 41 39 08, fax: +33 3 88 41 37 38, e-mail: schnutz.durre@coe.int).

ANNEX 1

**CHRONOLOGICAL LIST OF THE SEMINARS
organised by the Venice Commission
in co-operation with Constitutional Courts (CoCoSems)
(1996 – 2008)**

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, Georgia
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, 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", Yerevan, Armenia
- 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, Madrid, Spain
- 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 on "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 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 Constitution 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 "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, Russia
02-05.06.2004	Conference on the occasion of the 40th anniversary of the Constitutional Court 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 on "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 "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	International Conference on Constitutional Justice, Presence and Perspectives on the occasion of the 10 th anniversary of the Constitutional Court of Moldova, Chisinau, Moldova
15-16.06.2005	Role of Comparative Research in Constitutional Justice, Baku, Azerbaijan
30.06-01.07.2005	Law and Fact in Constitutional Jurisprudence, Vilnius, Lithuania
11-13.08.2005	Independence and Accountability of the Judiciary, Windhoek, Namibia
29-30.09.2005	Third Conference of Secretaries General of Constitutional Courts and Courts of Equivalent Jurisdiction, Bled, Slovenia

14-15.10.2005	International Conference on the Influence of the ECHR Case-Law on National Constitutional Jurisprudence, Kyiv, Ukraine
11-12.11.2005	Role of the Constitution in Building a State Governed by the Rule of Law, Baku, Azerbaijan
14-15.11.2005	The Limits of Constitutional Control of the Decisions of Ordinary Courts in Constitutional Complaint Procedures, Brno, Czech Republic
10-11.02.2006	Conference on "The protection of electoral rights and the right of political association by the Constitutional Court", Tbilisi, Georgia
18.03.2006	Exchange of views between the Southern African Judges Commission and the Venice Commission, Venice, Italy
10-11.04.2006	International Round Table on "Relations between Constitutional Courts and the European Union", Budapest, Hungary
01-02.06.2006	International Conference on "Constitutionality of proceedings before ordinary courts applying community law", Kosice, Slovakia
10-12.08.2006	General Meeting of the Southern African Judges Commission, Maputo, Mozambique
22-23.09.2006	International Conference on "Constitutional aspects of sovereignty in the State structure of multiethnic states", Chisinau, Moldova
26-28.10.2006	International Conference on the "Common European legal space and the practice of the constitutional justice", Moscow, Russia
09-10.11.2006	International Conference on "The interrelations between the Constitutional Court and ordinary courts", Baku, Azerbaijan
28-29.11.2006	Lisbon Forum 2006 on "Constitutionalism – the Key to Democracy, Human Rights and the Rule of Law", Lisbon, Portugal
23-24.11.2006	Seminar on "Guarantees for the independence of constitutional judges", Bucharest, Romania
02-03.12.2006	Seminar on "Communicating the decisions of the Constitutional Court to the public", Tbilisi, Georgia
08.12.2006	Conference dedicated to the 10 th anniversary of the Constitutional Court of Latvia on "The role of a constitutional court in the protection of values fixed in the Constitution : Experience of the last decade and the prospect for development in Europe", Riga, Latvia
27.11-01.12.2006	Study Visit for Registrars from the courts members of the Southern African Judges Commission, Dublin, Ireland
19-21.02.2007	Séminaire de formation sur la préparation des décisions abrégées des cours membres de l'ACCPUF pour la base de données CODICES», Strasbourg
30.3-01.04.2007	Conference on "Constitutionalism: the key to democracy, human rights and the rule of law" in co-operation with the Southern African Judges Commission, Maseru, Lesotho

06-07.07.2007	International Conference on the “Jurisdiction of the Constitutional Court and the European Court of Human Rights in Conflict Zones”, Batumi, Georgia
06-07.09.2007	Seminar on “Political questions in constitutional review”, Tartu, Estonia
05-06.10.2007	International Conference on “The international experience of the co-operation between constitutional courts and ombudsmen in the field of ensuring and protection of human rights”, Yerevan, Armenia
09-12.10.2007	Fifth Conference of Asian Constitutional Court Judges “Standards for Constitutional Review in Safeguarding Civil, Political and Socio-Economic Rights”, Seoul, Republic of Korea
12-13.10.2007	International Forum on “Constitutional Review, the Constitutional Principle of the Social State and its application by the Constitutional Courts”, Moscow, Russia
20.10.2007	Exchange of views on “the Limits of Constitutional Control between the Venice Commission and the Union of Arab Constitutional courts and Councils” (during the 72 nd plenary session), Venice, Italy
28-30.11.2007	6 ^{ème} Séminaire des correspondants nationaux de l’ACCPUF, Strasbourg, France
06-07.11.2007	Conference on “The Interaction of National Courts with European Courts”, Batumi, Georgia
16-17.11.2007	Lisbon Forum on “National Human Rights Institutions: the cornerstone for the promotion and protection of human rights”, Lisbon, Portugal
06-08.12.2008	Southern African Judges Commission Registrars’ Workshop, Johannesburg, South Africa
03.04.2008	International seminar “Constitutional judiciary in the states of Vishegrad 4’”, Košice, Slovakia
24.04.2008	Seminar on “The use of international instruments for protecting individual rights, freedoms and legitimate interests through national legislation and the right to legal defence in Belarus: challenges and outlook”, Minsk, Belarus
27-28.05.2008	Conference on “Supremacy of law and independence of the judiciary – guarantee of the stability of democratic institutions”, Bishkek, Kyrgyzstan
16-17.05.2008	International Conference on “The Constitutional Court in the system of state bodies: Crucial problems and ways to resolve them”, Kiev, Ukraine
19-20.06.2008	International Conference on “Constitutional justice and the rule of law in South Caucasus”, Batumi, Georgia
20-21.06.2008	International Forum on “Constitutional Values”, Moscow, Russia
14-15.07.2008	Conference on “The execution of Constitutional Court Decisions”, Baku, Azerbaijan
30-31.10.2008	International Colloquy on the theme “Constitutional interpretation in Constitutional Justice”, Algiers, Algeria

03-05.10.2008	13 th Yerevan International Conference on "Fundamental constitutional values and public practice", Yerevan, Armenia
25-26.10.2008	Seminar on "Models of constitutional jurisdiction", Ramallah, Palestinian National Authority
10-12.11.2008	Seminar on the occasion of the 5 th Plenary of the Union of Arab Constitutional Courts and Councils and Scientific Symposium on the topic of "Fair Trial", Saana, Yemen
02.12.2008	Conference on the 60 th Anniversary of the Universal Declaration of human rights, Astana, Kazakhstan
23-24.01.2009	World Conference on Constitutional Justice, Cape Town, South Africa

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 with the European Commission - GTZ, OSCE and USAID).

ANNEX 2 - ADMINISTRATIVE ARRANGEMENT

REF: AD */200*
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 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 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 participants	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 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 OFhereinafter “the event”

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

And: ***** represented by ***** hereinafter “the contractor”

It is agreed that the Secretary General entrusts the **[contractor]** with providing the logistical support for the organisation of **[the event]**, 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 **[contractor]**. The “**contractor**” 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 [date].

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

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 € (amount in digits) (amount in words) 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 than [date] and within the limits as stipulated above. The pro-forma invoice will be signed by the two parties on [date]. This will be a reference for the final invoice.

2.2 PAYMENT

- A deposit of 50% (fifty per cent) will be transferred into the account indicated by the contractor on the basis of the pro forma invoice received on [date] 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 contractor 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 the contractor 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 [city] on [date]

On behalf the Secretary General of the Council of Europe	On behalf of the contractor

RULE No. 481

The Secretary General of the Council of Europe,

Having regard to the Statute of the Council of Europe, of 5 May 1949, and in particular its Articles 11 and 40,

Having regard to the General Agreement on Privileges and Immunities of the Council of Europe signed on 2 September 1949, and in particular its Articles 1, 3, 4 and 21, as well as the Special Agreement relating to the seat of the Council of Europe signed on 2 September 1949,

Considering that it is appropriate to determine the arbitration procedures for any disputes between the Council and private persons regarding supplies furnished, services rendered or immovable property purchased on behalf of the Council,

Having regard to the decision of the Committee of Ministers of the Council of Europe at the 253rd meeting of the Deputies,

Decides

Article 1

Any dispute relating to the execution or application of a contract covered by Article 21 of the General Agreement on Privileges and Immunities of the Council of Europe shall be submitted, failing a friendly settlement between the parties, for decision to an Arbitration Board composed of two arbitrators each selected by one of the parties, and of a presiding arbitrator, appointed by the other two arbitrators ; in the event of no presiding arbitrator being appointed under the above conditions within a period of six months, the President of the Tribunal de Grande Instance of Strasbourg shall make the appointment.

Article 2

However, the parties may submit the dispute for decision to a single arbitrator selected by them by common agreement or, failing such agreement, by the President of the Tribunal de Grande Instance of Strasbourg.

Article 3

The Board referred to in Article 1 or, where appropriate, the arbitrator referred to in Article 2 shall determine the procedure to be followed.

Article 4

If the parties do not agree upon the law applicable the Board or, where appropriate, the arbitrator shall decide *ex aequo et bono* having regard to the general principles of law and to commercial usage.

Article 5

The arbitral decision shall be binding upon the parties and there shall be no appeal from it.

Strasbourg, 27 February 1976
Georg KAHN-ACKERMANN
Secretary General

ANNEX 3 - 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****I. GENERAL PROVISIONS***Article 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.

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 the meeting from a place other than their place of residence, or return to such a place after the meeting the refund shall be restricted to the amount of expenses they would have incurred in travelling to or from their place of residence. In exceptional and duly justified circumstances, with the prior approval of the Secretariat, experts may request reimbursement based on the actual itinerary.

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

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 (original invoice or certified copy, credit card slip or statement...). In no case shall the amount reimbursed exceed the actual expenditure incurred.

*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 sleeper may be reimbursed.

2. Air travel

Reimbursement shall be based on the "Economy Class" fare.

However, reimbursement may be based on the "Business Class" fare in the following circumstances:

- for single flights lasting more than 7 hours;
- for 15 hours travelling time (more than one flight plus stopovers);
- for health reasons attested by a medical certificate, which must be submitted with the claim form.

The flight itinerary must be presented to justify the duration of flying time or total travelling time, as appropriate.

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

1. 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.
2. However, where experts incur exceptional additional expenditure in order to benefit from a "low cost" air fare, they may submit a request for a supplementary payment on the basis of evidence of actual expenditure incurred. In such cases, the total reimbursement shall not exceed the amount which would be paid for travel in "Economy Class".

Article 6

1. Experts travelling by car shall be refunded a lump sum based on the first class rail fare, or the "Economy Class" air fare, whichever is lower, also taking into account the entitlement to daily allowances, excluding any supplements and without taking into account any other expenditure occasioned by the use of a car. The entitlement to daily allowances shall be calculated on the basis of the journey time by the means of transport taken as the basis for the refund of travel expenses.
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 10% 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 2009 is €175). 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, where in exceptional and duly justified circumstances, and with the prior approval of the Secretariat, total accommodation costs (room, breakfast and related taxes) amount to more than 60% of the total daily allowances payable in respect of the meeting, experts may submit a claim for a supplementary payment. Any such claim must be supported by original vouchers attesting the actual expenditure incurred on accommodation.

Article 8

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

- i. Experts shall be entitled to the daily allowance for each 24-hour period covered by the duration of the mission to and from the meeting. The duration taken into account for the entitlement to daily allowances shall not exceed the shortest necessary for attendance at the meeting in accordance with the means of transport taken as the basis for the refund of travel expenses, as determined by the rules above.
- ii. The daily allowance shall not be payable for any period of less than 4 hours.
- iii. Where the duration of the journey is equal to or more than 4 hours but less than 8 hours and no hotel accommodation is involved, the expert shall be paid a quarter of the daily allowance. The same shall apply to any period equal to or more than 4 hours but less than 8 hours, in excess of 24 hours or any multiple of 24 hours.
- iv. Where the duration of the journey is equal to or more than 8 hours but less than 24 hours and no hotel accommodation is involved, the expert shall be paid half the daily allowance. The same shall apply to any period equal to or more than 8 hours but less than 24 hours, in excess of 24 hours or any multiple of 24 hours.
- v. Where the duration of the journey is equal to or more than 4 hours but less than 24 hours and hotel accommodation is involved, the expert shall be paid the full amount of the daily allowance. The same shall apply to any period equal to or more than 4 hours and less than 24 hours, in excess of 24 hours or any multiple of 24 hours.

2. In the case of air, rail and sea travel, the duration of the journey shall be increased, for the purpose of calculating the subsistence allowance, by a fixed period of 2 hours.

3. Experts shall declare any meals or overnight accommodation provided to them free of charge. Where overnight accommodation or meals of experts are provided free of charge the daily allowance shall be reduced, unless the Secretary General decides otherwise, by the following amounts:

- | | |
|--|---------------------|
| - Overnight accommodation
(50% of the daily allowance) | €87.50 ³ |
| - In respect of each main meal (lunch or dinner)
(15% of the daily allowance) | €26.25 ⁴ |

³ Rate in force at 1 January 2009.

⁴ Rate in force at 1 January 2009.

IV. OTHER EXPENSES

Other expenses incurred by experts exclusively in connection with their attendance at the meeting, e.g. visa and/or travel agency fees, may be reimbursed. Claims for the reimbursement of such expenditure must be supported by original vouchers attesting the actual expenditure incurred.

V. 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 all vouchers required by the Rules must be appended.