

Annex II to the Invitation to Tender

Frontex/OP/1417/2018/DT

Terms of Reference

**Framework Contract for provision of interpretation
and cultural expertise services**

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1. Acronyms and Definitions

Acronym, Term	Definition
CM	Contract Manager for all contractual matters
Controlled centres	Centres where third country nationals disembarked in the EU are registered and processed to effectively manage mixed migration flows
Debriefing	Information gathering process
Detention centre	Any location used for detention
EU	European Union
EU hotspot area	An area in which the host EU Member State, the European Commission, relevant EU agencies and participating EU Member States cooperate, with the aim of managing an existing or potential disproportionate migratory challenge characterised by a significant increase in the number of migrants arriving at the external EU border
Frontex	European Border and Coast Guard Agency
FCM	Frontex Contract Manager
FOM	Frontex Operational Manager
FWC	Framework Contract
JO	Joint Operation
JRO	Joint Return Operations
MS	A Member State of the European Union
Participant	Any person taking part in an RO, RI, JO, other than the returnee
Reception centre	Reception centre stands as the locations where migrants and asylum seekers are hosted upon their arrival to a Host country
RI	Return Intervention - an activity of Frontex that provides MS with enhanced technical and operational assistance consisting of the deployment of European return intervention teams to MS and the organisation of return operations
RO	Return Operation - an operation that is coordinated by Frontex and involves technical and operational reinforcement being provided to one or more MS and under which returnees from one or more MS are returned either on a forced or voluntary basis
SO	Specific Order
SAC	Schengen Associated Country
Screening	Determining the nationality of the incoming migrants in order to identify and register them
Source Language	The language being interpreted from
Target Language	The into which the language is being interpreted to
TC	Third Country
ToR	Terms of Reference

2. Background

2.1. Introduction to the European Border and Coast Guard Agency

The European Border and Coast Guard Agency (hereinafter referred to as “Frontex”) was established by Regulation 2016/1624¹ in order to ensure European integrated border management at the external borders with a view to managing the crossing of the external borders of the European Union (EU) efficiently.

The key role of Frontex is to establish a technical and operational strategy for implementation of integrated border management at the European Union level; to oversee the effective functioning of border control at the external borders, to provide increased technical and operational assistance to Member States (hereinafter referred to as the “MS”) through joint operations (JO) and rapid border interventions and to ensure the practical execution of measures in a situation requiring urgent action at the EU external borders, to provide technical and operational assistance in the support of search and rescue operations for persons in distress at sea; and to organise, coordinate and conduct return operations (RO) and return interventions (RI).

2.2. Frontex Operational Assistance and Operational Scenario

In pursuit of the above-mentioned goal, Frontex plans, coordinates, implements and evaluates joint operations conducted using MSs’ staff and equipment at the external borders of the European Union. The Agency organises the appropriate technical and operational assistance to MS so as to reinforce their capacity to implement their obligations with regard to the control of the external borders.

The Article 27.2. (a) of the Frontex Regulation stipulates that the Agency shall, with regard to return, and in accordance with the respect for fundamental rights and general principles of Union law as well as for international law, including refugee protection and children's rights, provide technical and operational assistance to Member States experiencing particular challenges with regard to their return systems, including interpretation services. Moreover, Article 13.3. of EU Return Directive² provides that the third-country national shall have the possibility to obtain legal advice, representation, and where necessary, linguistic assistance.

Currently, Frontex together with other EU agencies and the European Commission is predominantly active in hotspots area in Greece and Italy but also in other locations in the EU. In the near future, the scope of Frontex support may further be extended to other Member States and Third Countries (TCs) on the basis of Regional Disembarkation Arrangements and the concept of controlled centres which aim to ensure a truly shared regional responsibility in responding to complex migration challenges³. Migrants who arrive in Europe come from many different countries and have different social and educational backgrounds; therefore ensuring regular, qualitative and flexible interpretation of various languages is essential for the experts’ and national authorities’ tasks (screening, debriefing, identification, fingerprinting, registration, security checks, advise on cultural matters, implementing return-related activities, etc.) to facilitate communication with migrants, asylum seekers/refugees and returnees. Adequate planning and flexible pooling of interpreters/cultural experts is thus vital to ensure fully-fledge communication during the performance of Frontex activities.

Further information about Frontex’ origin, organisation, its mandate, fields of activities, strategy and planned activities can be found on the Agency’s website: <https://frontex.europa.eu>.

¹ Regulation (EU) 2016/1624 of 14 September 2016 on the European Border and Coast Guard (OJ L 251, 16.9.2016, p. 1)

² Directive 2008/115/EC of the European Parliament and of the Council of 16 December 2008 on common standards and procedures in Member States for returning illegally staying third-country nationals

³ PRESS RELEASE 421/18, 29/06/2018, European Council conclusions, 28 June 2018

3. Subject

3.1. Purpose

This document defines the minimum requirements and conditions in terms of the establishment of multiple Framework Contract in cascade (hereinafter called “FWC”) signed with economic service providers unfolding a professional, flexible and responsive management while applying cost-efficiency for the provision of interpretation/cultural expertise services to Frontex operational activities, capacity building and diplomatic/representational activities, in MSs and TCs.

The Terms of Reference (hereinafter referred to as “ToR”) will become an integral part of the multiple Framework Contract that may be awarded as a result of this open tender procedure.

All the information delivered in this document, its annexes and other related documents shall be taken into consideration by the Tenderers in their offers and by the Contractor(s) during the Contract’s lifecycle.

3.2. Scope

The subject of the Framework Contract is the management and provision of interpretation and cultural expertise services.⁴ The required services are different to conference interpreting and are usually performed on the ground and may be requested by Frontex at the very short notice. The Contractor shall be therefore prepared to demonstrate a sense of flexibility in the process of requesting the services by Frontex. The deployment of interpreters/cultural experts will be variable depending on the operational needs. The needs will influence the length of the deployment (days, weeks or months).

The Contractor is and shall remain, throughout the Contract, the counterpart of the Contracting Authority and is the sole responsible for the provision of the services in compliance with the contractual clauses. The Contractor, therefore, shall ensure that for every deployed interpreter/cultural expert the applicable legislation and regulations relating to residence permits, social security, appropriate health and accidents insurance, labour law and taxation are respected and shall perform the Contract in compliance with their provisions and all legal obligations under applicable EU, international and national law.

Frontex intends to sign FWC with the best in ranking Tenderers in this procurement procedure. These Contractors will be contacted in a cascade. The first ranked Contractor will always be approached first for the interpretation/cultural expertise services assignment, if it is not able to provide the required services, the request will go to the second ranked and so on.

3.3. Languages

To fulfil its mandate on the ground, Frontex requires the provision of interpretation/cultural expertise services from/to the following languages: Arabic, Dari, Farsi, French, Kurdish, Pashto, Tigrinya, Urdu, Bengali, Punjabi, Somali, Amharic, Albanian, Bosnian, Chinese, Croatian, Georgian, Hausa, Ukrainian, Russian, Serbian, Montenegrin, Armenian, Azerbaijani, Hindi, Lingala, Peul, Portuguese, Romanian, Turkish, Uzbek, Yoruba, Wolof, Vietnamese, Bambara, Spanish, Swahili.

The above-mentioned languages are the minimum mandatory languages for participation in this tender procedure. The tenders must include provision of all of them in order to comply with the minimum requirements.

The Contractor shall provide the interpretation/cultural expertise services as stipulated in the Terms of Reference outlined below in line with the requested job profile.

⁴ The concept of interpretation/cultural expertise services is further explained under section 4 (Description of the services) and section 5 (Minimum quality requirements).

The above list of languages is not exhaustive and might be modified depending on the operational situation.

The relay language shall be English at the minimum level of B2. The level of competence in this language of each interpreter/cultural expert shall be in line with minimum quality requirements specified under section 5 and shall be verified by the Contractor prior to deployment of an interpreter/cultural expert.

Frontex' demand for the required services may change on a monthly basis, as a result of changeable migratory situation, volume of Frontex activities and MS needs.

3.4. Place of performance of services

The provision of required language services is expected to take place in different locations: in EU hotspots areas, reception centres, EU controlled centres, detention centres, on-board of planes or ferries or at any locations/place as determined by operational needs. However, in some cases, Frontex may request to deliver the service remotely via video/phone conference.

In case of the JO, interpretation/cultural expertise services are now performed, mainly, but not exclusively, in Greece⁵, Italy⁶, Spain⁷ and Bulgaria⁸. The place of performance is however always adjusted to the operational situation. In case of return-related activities interpretation/cultural expertise services may be also performed in other places, such as TC's territories, planes, ferries or at any location as determined by operational needs.

In case of capacity building and diplomatic/representational activities towards Third Countries, interpretation/cultural expertise services may be provided in TC.

On an ad hoc basis in order to meet operational needs and to maximise the use of the deployed interpreters/cultural experts, Frontex may request that a deployed person travels to another location(s) within the assignment or from the location of an initial assignment's place to other location(s) (redeployment) in accordance with the specific Request for Services and the provisions of the point 3.5 of these ToR.

Every location where the interpretation/cultural expertise services will be performed shall be described in the Request for Services and shall include a description of the scope of assignment.

3.5. Travel expenses and associated costs

Travel expenses as specified below will be reimbursed by Frontex. They shall not be included in the price proposal in Annex IV.

3.5.1. Transport expenses between countries

Frontex shall reimburse transport expenses to cover the costs of transport used between the place of residence (or a different point of departure, if justified) and the country of the contract performance / meeting / event and/or between the initial country of the contract performance / meeting / event and a different country of redeployment, if requested by Frontex.

The above-mentioned costs will be reimbursed at the maximum amount of 1000 EUR for a return travel within Europe and at the maximum amount of 1500 EUR for return travels from other continent to Europe or from Europe to other continent.

⁵ JO Poseidon: Lesbos, Chios, Samos, Leros, Kos and JO FOA BCU (Land): Orestiada, Alexandroupolis, Athens, Ioannina

⁶ JO Themis: Lampedusa, Messina, Pozzallo, Taranto, Trapani, Syracuse, Crotone, Cagliari

⁷ JO Indalo : Algerciras, Mortil, Almeria, Cartagena

⁸ JO FOA

3.5.2. Transport expenses within the same country

Frontex shall reimburse transport expenses to cover the costs of transport used between the place of residence (or a different point of departure, if justified) and the place of the contract performance / meeting / event within the same country and/or between the place of the contract performance / meeting / event and a place of redeployment within the same country, if requested by Frontex.

In the above mentioned case, Frontex shall reimburse transport expenses at the maximum amount of 150 EUR/trip, if the distance is less than 200 km and at the maximum amount of 300 EUR/trip, if the distance is above 200 km.

3.5.3. Supporting documents and the method of calculation

The travel costs include: travel insurance (if obligatorily imposed by the carrier) and long distance means of transport (one or more) such as: plane, train, long-distance bus, ferry or car and will be reimbursed on presentation of supporting documents: a ticket (with a clearly indicated price) or an invoice.

The costs of travel by car will be reimbursed based on a km statement at the rate of 0,28 EUR/km, covering all costs related to the use of the car (such as fuel, motorway tolls parking fees, car wash, etc.).

In addition, use of rented car will be reimbursed at maximum 55 EUR/day based on supporting documents (car rental invoice/contract).

Local transport costs (within a city administrative boundaries) shall not be reimbursed.

3.6. Current volume of interpretation services

The current changeable needs in the area of interpretation during Frontex' operational activities are covered by the MSs, which provide authorized interpreters. In case of gaps, those are covered by interpreters contracted from the Frontex' External Experts Database. Currently the situation is the following:

Country/Operation	Required Languages	Average number of Interpreters /month
Italy/ JO Themis	Arabic, Kurdish, Dari/Farsi, Bangladeshi, Somali Tigrinya	20-27
Greece/ JO Poseidon	Arabic/Kurdish, Dari/Farsi/Pashto, Urdu/Punjabi, Arabic/French	18-24
Spain/ JO Indalo	Arabic/French	4-7
Land Operation	Arabic/Kurdish Dari/Farsi, Pashto, Urdu	8
Return-related operations ⁹	Arabic/Kurdish Dari/Farsi, Pashto, Urdu/Punjabi, Russian, French, Albanian, Serbian, Montenegrin, Georgian	4
TOTAL/Month		up to 70

However, these figures shall not be regarded as a guaranteed workload. The volume of services that the Contracts are intended to cover is envisaged in the above stated provisional volume and indicative quantification, and it is not a guarantee of a minimum or maximum level of future use of services under these Contracts.

⁹ Jan-Aug 2018: 200 charter flights to top destinations: Tunisia, Albania, Kosovo, Serbia, Georgia, Afghanistan, Nigeria

3.7. Future volume of interpretation/cultural expertise services

Currently Frontex is looking to establish its own capacity for the provision of interpretation/cultural expertise services for an overall maximum duration of two (2) years.

The required number of interpreters/cultural experts is variable and depends on the operational situation, Frontex' and MS needs. It is assumed that Frontex will tentatively require a minimum of 70-80 interpreters/cultural experts a month to perform the interpretation/cultural expertise services. This information is however indicative, as strongly linked to the operational needs and cannot be considered as automatically constituting any form of commitment by Frontex unless otherwise specified. Frontex is also entitled to amend the variables regarding hours, languages and number of interpretation/cultural expertise services upon operational needs.

3.8. Professional conduct and guidelines for participants in operational activities

Contractor and its subcontractor(s) (if any) in charge of providing interpretation/cultural expertise services, and/or any other staff involved in the organisation and implementation of the activity must:

- promptly and diligently follow the instructions provided by Frontex;
- act with impartiality during the performance of the tasks and must inform Frontex staff in the event that potential conflict of interests might arise;
- behave in accordance with public order, full respect for fundamental rights as enshrined in the EU Charter of Fundamental Rights¹⁰ and in other relevant international instruments;
- must behave in accordance with Frontex Code of Conduct, which promotes and enforces the highest professional and behavioural standards, and is applicable to all persons participating in Frontex operational activities and any other Code of Conducts (mainly in relation to Fundamental Rights), when on and off the duty;
- behave in accordance with the Code of Conduct for return operations and return interventions coordinated or organised by Frontex;
- apply the maximum discretion and confidentiality in relation to the activity;
- without prejudice to the further confidentiality provisions of the main body of the Contract, must not document or share information on the activity by any means such as photo, video, commenting or sharing on social media, or equivalent.

As described above, the Code of Conduct promotes and enforces the highest professional and behavioural standards to be followed when being on and off the duty. Therefore, the interpreters/cultural experts must get familiar with the content of Code of Conduct in order to ensure the highest level of professionalism. Any possible violation of Code of Conduct must be reported via established communication channel.

Failure to follow the abovementioned instructions may lead to the termination of the Contract by Frontex.

3.9. Frontex specific training

In case when Frontex decides to organise training session or similar activities during which the participation of interpreters/cultural experts is required, all expenses related to the participation in Frontex training courses will be reimbursed according to point 3.5 and the section 11.

3.10. Informative meeting

For the purpose of providing clarifications and answering questions from potential Tenderers, an informative meeting is planned to be organised at Frontex premises, in Warsaw, indicatively, during

¹⁰ Charter of Fundamental Rights of the European Union (2000/C 364/01)

the third week after the publication of the Contract Notice. Detailed information of the date and time of the informative meeting will be published on the Agency's website (<https://frontex.europa.eu/about-frontex/procurement/open-restricted-tender-procedures/>) as well as in relevant tendering documentation available on e-Tendering website. Representatives of the prospective Tenderers (only one per Tenderer) are requested to inform Frontex (by sending an e-mail to procurement@frontex.europa.eu) about their planned participation at least five (5) calendar days prior to the scheduled meeting. The list of questions and answers will be published on the relevant e-Tendering website.

4. Description of the services

All interpretation/cultural expertise services provided under this FWC shall be carried out in full compliance with international human rights law and standards as set out by the Charter of Fundamental Rights of the European Union, the European Border and Coast Guard Regulation, the EU Return Directive, as well as the 1951 Refugee Convention¹¹ and its 1967 Protocol¹², the European Convention on Human Rights¹³, and the European Convention for the Prevention of Torture and Inhuman or Degrading Treatment or Punishment¹⁴.

Interpreters/cultural experts are essential part of the joint teams and their own experiences, language expertise, knowledge of dialects and cultural background will be called upon to evaluate the credibility and reliability of information provided. The interpreter/cultural expert will be expected to use his/her own cultural knowledge to offer a view on the reliability of the information received from the irregular migrant, refugee, returnee or asylum seeker.

Trusted interpreters/cultural experts thus enable reliable and accurate communication, in particular during interviews, screening and debriefing activities. Therefore, it is key that they are able to distinguish between different countries and regional dialects as well as to evaluate the credibility and reliability of information regarding the migrant's/refugee's journey and reasons for leaving their countries. Interpreters/cultural experts facilitate mutual understanding between groups not only by interpreting but also by providing advice to both parties regarding cultural behaviours.

4.1. Tasks of interpreter/cultural expert

For operational activities, the envisaged tentative tasks would include:

- supporting debriefing, screening, fingerprinting and registration activities of Frontex by providing interpretation and ad-hoc translation services;
- supporting communication between MS authorities and returnee during identification interviews conducted by the MS national authorities;
- providing information on international protection rights in an understandable way to the migrants during the identification and registration procedure. In such a case, the intervention of interpreters/cultural experts in the procedure of respective national authority should also be registered in the national process through the signature in the forms by the interpreter;
- supporting return-related activities by facilitating the communication with the irregular migrants during activities preceding the return phase such as identification and acquisition of travel documents, voluntary departure;
- supporting the pre-departure activities, RO and readmission operations, such as assistance for medical teams, pre-departure briefing;
- supporting other kinds of interviews performed by Frontex experts;

¹¹ Convention relating to the Status of Refugees adopted on 28 July 1951 by the United Nations Conference of Plenipotentiaries on the Status of Refugees and Stateless Persons convened under General Assembly resolution 429 (V) of 14 December 1950

¹² Protocol Relating to the Status of Refugees of 31 January 1967

¹³ Convention for the Protection of Human Rights and Fundamental Freedoms, ETS No. 005

¹⁴ European Convention for the Prevention of Torture and Inhuman or Degrading Treatment or Punishment, ETS No. 126

- interpreting at TC embassies and during Identification Missions.

For capacity-building and diplomatic/representational activities, the envisaged tentative tasks would include:

- supporting training activities, bilateral and multilateral consultations, field visits or fact-finding missions;
- interpreting communication between Frontex experts and representatives from TC authorities;
- supporting international cooperation activities and missions.

Under no circumstances interpreters/cultural experts should be involved in any judicial procedure carried out by host MS authorities. Exceptionally, the support of interpreter/cultural expert might be allowed only to enable communication (in order to briefly explain/inform the migrant about his/her situation), if requested.

4.2. Working conditions

4.2.1. Working hours

For the purpose of this FWC, a working day is equivalent to 8 hours.

Working hours shall be calculated from the time of arrival at the place of performance of services until the time of departure from the place of performance of services.

Flexibility (24/7) with regards to working hours as well as places of performance of services will be asked from the deployed persons.

According to current operational practices interpreters/cultural experts are expected to provide the services under the full responsibility of the Contractor. Interpreters/cultural experts may be requested to follow the shift schedule provided in the deployment location.

The exact time schedule may vary and may be adjusted according to the operational needs, situation and to the local arrangements. However, the Contractor is required to comply with the minimum safety and health requirements for the organisation of the working time¹⁵. The estimated working hours will be indicated in a Request for Services and SO.

Every deployed interpreter/cultural expert shall submit a signed timesheet, countersigned by Frontex responsible personnel on the ground or a duly authorised representative. The deadlines of submitting timesheets will be specified upon the deployment of each interpreter/cultural expert.

The Contractor is obliged to comply with the requirements of the working conditions and monitor the working hours of the interpreter/cultural expert. In cases where there might be a risk of an extensive overtime, the cases should be immediately reported to Frontex and corrective measures should be implemented.

4.2.2. Absences

The Contractor shall be responsible to ensure business continuity using seamless alternative arrangements and upon Frontex's request to replace an absent person by another fulfilling the same requirements.

Any leave requests shall be discussed and approved by the Frontex authorised personnel or the authorised representative of the authority where the interpreter/cultural expert is deployed.

¹⁵ DIRECTIVE 2003/88/EC OF THE EUROPEAN PARLIAMENT AND OF THE COUNCIL of 4 November 2003 concerning certain aspects of the organization of working time

Both Frontex and the Contractor shall be informed of the leave request as soon as possible, at least five (5) working days in advance for a short-term leave (1-3 days) and at least ten (10) working days for a longer period of leave (more than 3 days).

The Contractor shall communicate any unplanned absences, due to sick leave or other reasons, on behalf of the deployed interpreter/cultural expert, immediately and in writing to the Frontex representative or the representative of the authority where the person is deployed, indicating the expected duration of the interruption of the service.

In case of extended absence of the interpreter/cultural expert (more than three (3) working days), the Contractor shall provide a replacement not later than on the third working day of absence (e.g. sick leaves, personal holidays) at no additional cost. Should the Contractor be unable to provide a replacement, Frontex may apply contractual penalties. Any absence of an interpreter/cultural expert not properly replaced in accordance with the above-mentioned shall be considered by Frontex as an interruption of the service provided by the Contractor and will not be paid by Frontex to the Contractor.

Any costs associated with any kind of replacement, leave or holidays of interpreters/cultural experts shall be borne entirely by the Contractor and shall not be reimbursed by Frontex.

5. Minimum quality requirements

5.1. General requirements

The quality of interpretation/cultural expertise services delivered by interpreters/cultural experts engaged and managed by the Contractor must correspond to the highest professional standards and all services rendered for the execution of required activities shall meet the minimum requirements set out within the ToR.

To this end, the Contractor shall take full responsibility for the linguistic, technical, ethical and personal qualities of the person selected and proposed to Frontex and guarantee that the interpreters/cultural experts are experienced and are able to provide professional and high-quality interpretation/cultural expertise services.

Interpreters/cultural experts identified for a given language by the Contractor in its tender, at the time of submission of an offer in response to a Request for Services shall submit CV of the proposed interpreter/cultural expert in EU format (Appendix 1). In the CV the interpreter/cultural expert has to present information of his/her education and qualifications, which shall evidence proficient fluency in the language for which this person is proposed and English as relay language at the minimum level of B2, as well as relevant experience in interpretation of minimum 3 years. The interpreters/cultural experts' CVs must be accompanied by their statement of intent as provided in the template, if they are subcontractors (Annex VII to the Invitation to the tender). The interpreters/cultural experts shall ensure accurate interpretation/cultural expertise services, consistency in rendering of the Source Language and no discrepancy between the Source Language and Target Language.

Replacement of the interpreters/cultural experts requested by the Contractor will be accepted by Frontex only in exceptional situations, based on written explanation providing reasons for the replacement and will be subject to Frontex prior approval.

Frontex reserves the right to request replacement of the proposed interpreter/cultural expert if the quality of his/her services in practice is unsatisfactory.

In both cases the substitute interpreters/cultural experts shall meet Frontex requirements and prove the experience in interpretation/cultural expertise in a given language as it was required in these ToR and the Request for Services.

5.2. Minimum Requirements for the contract management personnel

A team responsible for contract management shall include as a minimum at least two (2) A-level experts and one (1) B-level expert, as specified below. Each of the proposed experts must possess minimum qualifications and professional experience applicable for the respective profile as mentioned below.

Each member of the proposed team must have the following minimum levels of qualifications:

- A-level expert's minimum level of qualification:

Completed university studies of at least three (3) years attested by a diploma;

At least five (5) years of professional experience involving deployment of interpreters/cultural experts;

Excellent command of the English language (level C1, according to the Common European Framework of Reference for Languages CEFR).

- B-level expert's minimum level of qualification:

Completed university studies of at least three (3) years attested by a diploma;

At least three (3) years of professional experience involving deployment of interpreters/cultural experts;

Excellent command of the English language (level C1, according to the Common European Framework of Reference for Languages CEFR).

In agreement with Frontex and upon Frontex approval, the proposed contract management team members can be changed during the implementation of the Contract provided that if the newly proposed personnel meet the abovementioned requirements.

5.3. Minimum Requirements for the interpreters/cultural experts

The interpreter/cultural experts are not considered statutory staff of Frontex and throughout the duration of the Framework service contract, the Contractor remains solely responsible for the deployed interpreters/cultural experts.

The Contractor must apply the relevant employment and social legislation in force with respect to the personnel, and supplying such interpreters/cultural experts to Frontex can under no circumstances result in an employment relationship between them and Frontex.

The Contractor shall provide Frontex with interpreters/cultural experts who have the level of training, professional qualifications, experience and skills and competencies required by Frontex and shall take all measures and precautions to supply only personnel which is trustworthy and of sufficient moral standing and whose general behaviour pattern is compatible with the exercising of the function.

Frontex operates in an international and multicultural professional environment. The Contractor shall ensure that the personnel proposed have the ability to work in a multilingual and multicultural environment.

Interpreters/cultural experts shall possess a relevant professional experience of minimum 3 years in the corresponding field of interpretation/cultural expertise services.

All interpreters/cultural experts shall have good command of the English language at the minimum level of B2 level. For the assessment of the knowledge of the English language the Contractor may refer to the [Common European Framework of Reference for Languages \(CEF\)](#).

All interpreters/cultural experts shall comply with professional ethics and rules while providing their services, including the respect of confidentiality of all the proceedings, even if not asked to sign any specific non-disclosure document. They shall possess the ability to work at pace under challenging conditions in a changing environment as well as they have to show gender sensitivity and awareness towards persons in particularly vulnerable situation (especially children, pregnant women, elderly people, persons with disabilities or victims of trafficking). It would be highly desired that the Contractor

has the capacity to ensure a balanced gender ratio among interpreters/cultural experts to ensure a smoother trust-building communication process during the performance of the tasks.

All interpreters/cultural experts shall be acquainted with the relevant vocabulary and specialised terms used within Frontex' operational and capacity building/diplomatic activities. It is also desired that the interpreters/cultural experts shall be familiar with topics such as immigration, border management, security and foreign affairs; and/or possess advanced level of knowledge of the cultures and geo-political situations of major TC of origin, as well as migration and transit problems.

Interpreters/cultural experts are expected to always be working in the presence of Frontex staff or another officer that he/she supports in the performance of the duties by providing the services and never, under no circumstances, enter into private conversations with any migrant, refugee, returnees and third party visiting the site (such as other stakeholders, volunteers, journalists).

All interpreters/cultural experts shall be in appropriate psychical and psychological health conditions to perform the required duties.

5.4. Specific Requirements

Interpreters/cultural experts shall in particular meet the following requirements:

- be able to adopt the speakers' point of view while interpreting;
- be versatile on side, capable to provide verbatim, consecutive interpretation;
- have a broad vocabulary base as well as the ability to express oneself accurately and with ease in a variety of registers (speaking rate, pausing, syntax and intonation) in both Source Language and Target Language;
- have an ability to use large number of synonyms, idiomatic expressions, proverbs and quotations in both the Source and Target Language;
- show astuteness and sensitiveness when dealing with difficult situations (misunderstandings, tension) and knowledge how to behave in relation to the migrant, refugee, returnee, regardless of their attitude towards the interpreter/cultural expert;
- behave in a non-discriminatory and non-judgmental way irrespectively of the nationality, race, religion, political opinion, gender, sexual orientation;
- possess cultural knowledge to interpret faithfully information received from the migrants and/or refugee (migrant's journey, a reason for leaving the country), capacity to determine the assumed nationality (usually in a very short time), perceive cultural and emotional subtleties in a clearly manner and to establish the truth quickly and accurately;
- have good communication and team working skills and strong sense of initiative and responsibility assuring neutrality and impartiality during the performance of the tasks, in particular without attempting to replace the Frontex or local authorities in their tasks;
- have strong background and language skills to distinguish between different country/regional dialects;
- possess sound general knowledge and understanding of the European context, especially the Local Context of the country of deployment (e.g. socio/cultural environment, public administration mechanisms, migration and integration processes); knowledge of the main countries of origin of applicants for international protection will be an advantage;
- be sensitive and observant of the body language and other non-verbal elements of communication;
- have knowledge of and previous experience in issues dealing with human rights, migration and international protection, as well as that of cultural references and linguistic peculiarities (such as dialect) preferably specialized in asylum, migration and return terminology would be an asset;
- an ability and readiness to provide whispered interpretation (chuchotage) if requested by the Frontex or national authorities experts (although usually consecutive interpretation is preferred);
- for capacity building and diplomatic/representational activities, possess understanding and knowledge of using different registers and styles with different audiences including high level authorities and law enforcement officers.

5.5. Contractor responsibilities

The Contractor shall carry out the services with all due care, skills and diligence during the implementation of the Contract and shall monitor, support and supervise its employees and subcontractors so to ensure maximum quality of the deliverables specified in the FWC, in the Requests for Services and each SO.

The Contractor shall be responsible for the professional and technical competence of its employees and subcontractors and shall select reliable professionals who will perform their duties effectively, with respect to the local customs and will conform to a high standard of moral and ethical conduct also outside working hours.

The Contractor and all deployed interpreters/cultural experts undertake to treat in the strictest confidentiality and not to make use of or divulge to third parties any information or documents linked to the performance of the Contract. The Contractor and all deployed interpreters/cultural experts shall continue to be bound by this undertaking even after completion of the tasks.

5.6. Tasks of the Contractor

The Contractor shall be responsible for carrying out all necessary tasks, including but not limited to administration and organisation of service, logistics and timing arrangements and replacement of the interpreters/cultural experts. The key tasks are listed below:

- ensuring a high degree of business continuity of the requested services;
- using seamless alternative arrangements in all situations and in the shortest time interval possible;
- providing the services within agreed timeframes (including travel arrangements);
- selecting suitably educated and qualified interpreters by assessing the language, interpreting skills and subject matter requirements of the assignment. Besides their language skills, their soft skills, professionalism and their working ethics must also be considered;
- ensuring that selected interpreters/cultural experts are in appropriate physical and psychological health conditions (fit to work) duly certified;
- making any necessary arrangement and enter into any necessary contractual relation with the interpreters/cultural experts, bearing in mind that the necessary documents related to the development and performance of a professional activity in the place of providing services have to be valid for the duration of the deployment, including extensions;
- informing the interpreters/cultural experts selected for assignments with regard to the conditions of the Contract applicable to their engagement and the obligations they have to comply with under the Contract, including a detailed presentation of the Frontex Code of Conduct and any other issues the Contractor finds necessary for the assignment;
- collecting Declarations signed by the interpreters/cultural experts and forwarding them to Frontex, if required;
- verifying certificates of signed Code of Conduct, non-criminal record for each interpreter/cultural expert proposed for a deployment and forwarding them to Frontex, if required;
- supporting deployed persons at any time, including public holidays and weekends, by setting up a respective communication channel, including a formal complaint mechanism to address problems between the deployed persons, arranging appropriate and qualified staff to be appointed to respond and manage this complaint mechanism;
- ensuring that the interpreter/cultural expert has timely travel arrangements, suitable hotel accommodation and any other requirement for the assignment (including valid passport, visa, insurance, etc.);
- providing information on cancellations or delays;
- replacing interpreters/cultural experts at any time Frontex should be unsatisfied with the performance and/or behaviour¹⁶ of any person deployed by the Contractor. The Contractor

¹⁶ Such as breach of Frontex Code of Conduct, aggressive and/or repetitive offensive behavior, etc.

is obliged to provide a suitable replacement in the shortest possible time interval, not exceeding two (2) working days and certainly for the next assignment/deployment at no additional costs and the Contractor in that case shall not be entitled to a compensation. Should the Contractor be unable to provide a replacement within two (2) working days, Frontex may apply contractual penalties;

- administrating invoices, reimbursement costs for interpretation/cultural expertise service, including verification against Contract and supporting documents;
- collecting the original supporting documents and submitting them to Frontex;
- making the necessary payments to interpreters/cultural experts (Frontex will cover all the expenses in one payment against the invoice issued by the Contractor);
- ensuring attendance and guarantee delivery conditions of the interpreting/cultural expertise services;
- appointing the contract management personnel as specified in point 5.2. and in point 6.1 within its organisation who will represent the single contact point for communication with Frontex for the implementation of the FWC;
- participating in meetings with Frontex whenever it is considered necessary to discuss Contract performance. Meetings shall take place through audio visual means or in another way mutually agreed;
- fulfilling other relevant administration tasks as requested by Frontex;
- providing on a quarterly basis the latest statistics, reports in English concerning the services delivered (list of deployments/events with Frontex reference number, date of deployment/event; duration of assignments, languages and their frequency of usage, interpreters/cultural experts deployed and used languages, and any other information requested by Frontex).

6. Contract management personnel

6.1. Contractor's personnel

The Contractor shall be responsible for providing all necessary personnel to ensure the satisfactory performance of its obligations under the FWC and shall supervise and be fully responsible and liable for all the services performed by its interpreters/cultural experts, including subcontractors and for their compliance with the terms and conditions of the FWC.

Particular attention must be paid to the fact that Frontex does not provide any insurance and disclaims any kind of liability with respect to the Contractor's interpreters/cultural experts.

During the implementation of the FWC and its SOs, the Contractor shall nominate:

- Contract Manager (CM) for all contractual matters (commercial, technical and operational) nominated from the two (2) A-level experts as specified in point 5.2.

CM will act as a single contact point from the Contractor's side. All the correspondence related to the FWC (including the implementation of the SOs) will be addressed to him/her.

In case of absence of the CM the Contractor shall ensure a backup and inform Frontex about the change in writing. The CM shall be able to provide in a timely manner a response to any request regarding, but not limited to:

- reception of a Request for Services;
- submission of offer to the Request for Services;
- effective and timely submission of clarifications as requested by Frontex;
- reception and submission of signed SOs;
- be included in all communication concerning the implementation of the Contract.

Interpreters/cultural experts will be contacted by Frontex for any issue during the service and shall be entitled by the Contractor to take any decision regarding the individual service as regards of the:

- coordination with Frontex for all related service details;
- coordination with Frontex and liaison with third parties during their deployment;

- management of the interpretation/cultural expertise services according to the description of the assignment.

6.2. Frontex personnel

For the proper implementation of the FWC and its SOs Frontex will nominate:

- Frontex Contract Manager (FCM), who will act as a single contact point for all the matters related to the FWC implementation, including the implementation of the SOs;
- Frontex Operational Manager (FOM) for each deployment in the respective JO, return-related activity, or event. The FOM of respective operation or the designated Operational Team Member will be a nominated contact point during entire period of the deployment within particular JO, return-related activity, or event.

The communication between the Contractor and Frontex will be mainly performed via e-mail and phone.

7. Safety & Security Requirements

7.1. Declaration of confidentiality, independence and absence of conflict of interests

The Contractor must ensure, prior to any proposal that the proposed interpreter/cultural expert is not under any conflict of interest. Frontex shall require that every interpreter/cultural expert providing services to Frontex signs a Declaration of confidentiality, independence and absence of conflict of interests (Appendix 2).

In the event that might affect the independence of a deployed interpreters/cultural experts or create a conflict of interest, or if a situation of conflict of interest arises in the field, the concerned person must immediately notify the Contractor who, without delay, shall notify Frontex so that an appropriate solution can be found.

The deployed interpreter/cultural expert shall refrain from any activities, which would undermine or compromise his/her independence and the appropriate performance of his/her duties.

7.2. Security Requirements

All interpreters/cultural experts working under the Contract and proposed to Frontex must be in possession of a valid up-to-date non-criminal record.

The Contractor shall be responsible for checking and ensuring the implementation of this provision. When requested by Frontex, the Contractor shall provide Frontex with the documentation related to the above provision.

If during the Contract implementation the Contractor fails to provide valid up-to-date clean criminal records of interpreters/cultural experts at Frontex' request in the given timeline, the Request for Services may be sent to the next Contractor in cascade.

The Contractor shall ensure that all documents related to security requirements are obtained before signature of the SO. In case of a specific certificates (diplomatic clearances, laissez-passer etc.) and in justified cases, Frontex may assist the Contractor in the process of obtaining them by providing all the necessary documentation.

7.3. Insurance

The Contractor shall ensure that every deployed interpreter/cultural expert is covered by an appropriate health, accident and third-party insurance sufficient to enable the proper fulfilment of the tasks set out in this FWC (including access to vaccinations, healthcare, medical assistance, etc.). Frontex does not provide any insurance and disclaims any liability with respect to deployed interpreters/cultural experts. All the cost of insurance, shall be covered by the Contractor, including insurance to cover the period for the RO starting with the pre-departure phase and the way back, including possible overnights.

7.4. Health and Safety

The Contractor must ensure that the deployed interpreters/cultural experts remaining under the exclusive responsibility and liability of the Contractor are subject to the rules and customs in force at the place of deployment in line with the requirements set by the local authorities, particularly as regards health and safety at work.

The Contractor shall ensure that interpreters/cultural experts are in sufficient health and psychological condition for the performance of their duties. Furthermore, the Contractor must ensure that interpreters/cultural experts shall take the necessary measures to prevent health and security setbacks that could arise during the performance of their duties (vaccinations etc.).

For a reference please see the H&S guideline (Appendix 6).

Moreover, the Contractor shall be responsible for arranging appropriate support to the deployed interpreter/cultural expert who might be for a long period of time exposed to difficult working conditions.

8. Quality and Acceptance criteria

All the services which are part of these ToR are subject to the Frontex 'acceptance. Frontex will monitor the quality of the services provided by the Contractor. Elements that will be monitored include:

- (i) Full compliance with the minimum quality and specific requirements stipulated in these ToR;
- (ii) Adherence to deadlines;
- (iii) Communication skills and ability to cooperate;
- (iv) Ability to document the work (deliverables such a report from participant after assignment, etc.)

The Contractor shall notify Frontex of the completion of services delivery which are specified in SO. Frontex will evaluate the quality and the completeness of the service rendered and will provide Contractor with written notice of Acceptance, Partial Acceptance or Non-acceptance.

The Contractor will be immediately informed in case the performance standards are not up to expectations.

In the event Frontex provided the Contractor with a notice of Partial or Non-acceptance, Frontex without affecting the Contractor's actual or potential liability or the Contracting Authority's rights under the FWC or the SO, shall have the continuing right, at its sole option, to:

- (i) refuse to pay any fees or other amounts associated with such services;
- (ii) accept such services on the condition that any fees or other amounts payable with respect thereto shall be reduced or discounted to reflect, to Frontex' satisfaction, the deficiencies present therein or the costs likely to be incurred by Frontex to correct such deficiencies; or
- (iii) terminate the Contract and/or seek any and all available remedies, including damages.

While issuing the acceptance form for the execution of each SO, Frontex will monitor the quality according with the following acceptance criteria:

- timeliness;
- conformity of the services to the minimum and specific quality requirements;
- service orientation.

Delivered interpretation/cultural expertise service that is found not to comply with the quality and specific requirements set out in the Minimum Quality Requirements may not be accepted by Frontex. If an interpreter/cultural expert is evaluated by the Frontex Operational Manager or another Frontex representative (Appendix 7) below 3 on a scale from one to five (1-5), the Contractor is obliged to replace this interpreter/cultural expert with another covering the same Source Language/s combination. In such a case, Frontex shall first approve the CV of the newly proposed interpreter/cultural expert and then the approved interpreter/cultural expert shall sign and or deliver the required documentation stipulated in these ToR.

9. Implementation of Framework Contract

9.1. Indicative Implementation plan for the Framework Contract

The list below presents the indicative plan of the implementation of the FWC, which is not binding on Frontex and may be adapted during the contractual period.

- First SOs are indicatively scheduled to start within maximum one (1) month from the moment of FWC signature;
- Possibility of multiple services performed at the same time: it is expected that several SOs will run in parallel.

9.2. Implementation of the FWC through Specific Orders

Frontex and successful Tenderers will sign the FWC. The Contractor's offer, including Technical and Financial Proposal, shall automatically become an annex to the FWC.

The FWC will be implemented through SO throughout the validity of the FWC in result of a positive response to Request for Services issued by Frontex. Implementation of the SO may not start before the date on which it is signed by both contracting parties.

After SO is signed by both parties, the provision of the service shall start within the timeframe indicated therein. Only actual provided services can be invoiced.

The Contractor is obliged to make every effort to respond to all Frontex Requests for Services and any failure to do so must be fully explained, and may result in cancellation of the FWC, especially if the situation repeats.

Orders for the required services may consist of two (2) types according to the duration of deployment:

- A. A Request for Services for a deployment for less or equal to seven (7) calendar days
- B. A Request for Services for a deployment for more than (7) calendar days

9.2.1. A Request for Services

A Request for Services shall be sent by Frontex to the Contractor ranked #1 by e-mail to the address indicated in the Contract, defining:

- type of assignment;
- nature of the required services;
- place of performance of services;
- required language/s (Source and relay languages);
- required number of interpreters/cultural experts;
- expected arrival and departure date;
- planned duration of the assignment;
- other special requirements, if any (terminology, compliance to H&S, etc.)

If, after the receipt of the Request for Services, the Contractor requires clarifications, he/she shall send questions to Frontex within one (1) working day. Within one (1) working day, Frontex will prepare clarifications and send them back to the Contractor. Unless the clarifications imply modification of the initial Request for Services, the deadline for submitting proposals shall not be extended.

9.2.2. Confirmation by the Contractor

For any SO for a deployment less or equal to seven (7) working days, the Contractor is expected to reply to the Request for Services within a maximum of seven (7) working days confirming to Frontex the availability of the interpreter(s)/cultural experts(s) and the prices in accordance with the FWC.

For any SO for a deployment for more than seven (7) working days, the Contractor is expected to reply to the Request for Services within a maximum of fourteen (14) working days confirming to Frontex the availability of the interpreter(s)/cultural experts(s) and the prices in accordance with the FWC.

In the event that the Contractor ranked #1 is not able or refuses to offer the requested services, Frontex may send the Request for Services to the Contractor ranked #2 under the same conditions (and in case of unavailability, to the Contractor ranked #3).

The Contractor shall submit to Frontex in response to the Request for Services, an offer consisting of:

- a list of the interpreter(s)/cultural expert(s) assigned to provide the services, including their CV;
- signed Statement of Intent by the subcontractors, if any (Annex VII to the Invitation to the tender);
- a valid up-to-date non-criminal record of the proposed interpreter(s)/cultural expert(s);
- signed Declaration of confidentiality, independence and absence of conflict of interest (Appendix 2);
- Other specific declarations and/or documents upon demand (Health and Safety certificates, etc.).

9.2.3. Specific Order

Frontex will submit to the Contractor SO indicating the type of services required, the number of interpreters/cultural experts, the language(s), the place(s) of performance of the services, the periods of the assignment, any particular requirements and the estimated price of the services to be provided, as per the Financial Proposal annexed to the FWC.

The Contractor shall send the SO back to Frontex, duly signed, within **one (1) working day**.

9.2.4. Execution of the tasks

The assignment can only commence when the SO is signed by both parties, and not before the date indicated on the SO.

10. Indicative Budget

The maximum indicative budget of the FWC is 25,000,000 EUR (twenty five million Euro, excluding VAT) over a maximum total duration of two (2) years.

This amount indicates a current estimation of the anticipated volume of services and it is only indicative for the Tenderers. By submitting the offer, the Tenderers acknowledge and accept that there is no guarantee of service or activity volume.

Moreover, Frontex reserves the right to add additional languages, at the condition that the services can be provided at average market price, if such a need occurs.

The Contracting Authority may adjust the volume of services in line with its needs.

Moreover, Frontex reserves the right to conduct an exceptional negotiated procedure in accordance with Article 11.1. (e) of the Annex I to the Regulation (EU, Euratom) 2018/1046 on the financial rules applicable to the general budget of the Union (Financial Regulation), repealing Regulation (EU, Euratom)

No 966/2012 and Commission Delegated Regulation (EU) No 1268/2012, in order to increase the ceiling of the contract up to 50%, if such a need occurs.

11. Prices and payments

All prices shall be in Euro, excluding VAT.

Any costs associated with interpreters/cultural experts services, such as daily subsistence allowance, accommodation or any other costs (visas, insurance, etc.) shall be borne by the Contractor and shall be included/taken into account in the Financial Proposal template (Annex IV), which shall contain all the expenses incurred for the service to be provided, with the exception of the transport expenses specified in point 3.5.

The payment of the price shall be calculated as follows:

- Working day shall be paid at the price of half day fee for up to 4 hours per day and at the hourly price for each hour beyond 4 hours;
- Operational briefing/training time shall be considered as working time and paid as a working day;
- Days off during the deployment (in accordance with the shift schedule or due to change of the migratory situation, no arrivals of migrants, force majeure etc.) when no work was required from the expert, shall be paid at the price of half day fee up to 4 hours;
- The following days of travel shall be paid at the price of half day fee for up to 4 hours:
 - Travel during redeployment from one deployment area to another one;
 - Travel from the operational briefing/training to deployment area;
 - Travel from deployment area to the operational briefing/training.
- The days of initial travel before the start of deployment and the travel after the end of the deployment shall not be paid by Frontex.

Travel expenses shall be reimbursed in accordance with point 3.5.

Any expenses incurred as a result of cancellation by Frontex shall be reimbursed in accordance with point 12.3.

The payment of the price will be calculated for each day based on timesheet (Appendix 8) signed by the interpreter/cultural expert and the Frontex representative.

After acceptance of all services rendered for the execution of interpretation/cultural expertise services and reception of the final valid invoice, Frontex will execute the final payment within thirty (30) days, excluding any suspensions mentioned below.

The invoice must include a detailed breakdown of all costs (in Excel editable electronic format) and must be accompanied by all required supporting documents (e.g. signed timesheets, invoices, tickets, etc.).

Frontex may request, in agreement with the Contractor, to receive the above-mentioned breakdown before the invoice is issued. The aim will be to confirm the correctness of the invoiced services and the completeness of the supporting documents.

If needed, during the implementation of the FWC, Frontex, in agreement with the Contractor, may provide an updated format and templates which shall be used by the Contractor to calculate the costs (including the timesheets).

The reference number of the FWC and of the SO shall be mentioned on the invoice.

Frontex may raise objections, reject invoice and/or suspend payment at any time within the period of thirty (30) calendar days from the receipt of the invoice in the following cases:

- If the interpretation/cultural expertise services were not properly delivered in accordance with conditions provided in these ToR;
- If the invoice is not correct;
- If further checks/corrections are needed (e.g. in the case of discrepancies between the invoice details and the SO);
- If timesheets are not signed, and/or there are errors, and/or are incompliant with the SO;
- If timesheets are missing.

12. Underperformance, Language and Cancellation Policy

12.1. Underperformance

Frontex reserves the right to terminate the FWC if the Contractor:

- is not respecting its contractual obligations;
- is not responding to Request for Services (fails to submit a proposal for the third (3rd) time in a row);
- is submitting proposals in response to the Request for Services below minimum and/or not in line with specific requirements for third (3rd) time in a row.

All the above-mentioned will be recognized as a breach of the Contractor's obligations under the FWC, in which case Frontex may consequently terminate the FWC with this particular Contractor, in line with the provisions of the Contract.

12.2. Language

All correspondence and documents related to the Contract implementation must be made in English.

12.3. Cancellation Policy

Frontex may cancel a SO at any time.

In the case of cancellation, the Contractor may not charge Frontex any interpretation/cultural expertise fee.

The Contractor may charge Frontex only travel expenses (such as extra ticket, rebooking) or cancellation fees (e.g. for accommodation) on the following conditions:

- the Contractor has made every effort to prevent or minimise such costs. A proof that the travel expenses and/or cancellation fees could not be avoided has to be attached to the invoice; and
- the costs have been incurred up to the day of cancellation or within maximum thirty (30) days after the day of cancellation; and supporting documents proving real costs incurred are attached to the invoice.

13. List of Appendixes

Appendix 1 - Template of the CV in EU format in English language

Appendix 2 - Declaration of confidentiality, independence and absence of conflict of interests

Appendix 3 - Code of conduct for Interpreter/Cultural Expert

Appendix 4 - Code of Conduct applicable to all persons participating in Frontex operational activities

Appendix 5 - Code of Conduct for Return Operations and Return Interventions coordinated or organised by Frontex

Appendix 6 - Health and Safety guidelines

Appendix 7 - Evaluation Form

Appendix 8 - Timesheet