

Evaluation Contract

Concluded pursuant to § 536 and Coll. of Act no. 513/1991 Coll. (hereinafter referred to as the “Commercial Code”) and Act no. 185/2015 Coll. On Copyright and Act no. 343/2015 Coll. on Public Procurement and amending certain acts, as amended (hereinafter referred to as Act on Public Procurement) as in force.

(hereinafter referred to as “the Contract “)

Contracting parties

1. Ordering Party: Bratislava Region

Registered office: Sabinovská 16, 820 05 Bratislava 25
Represented by: Mgr. Juraj Droba, MBA, MA - president of BSGR
Company ID No: 36063606
VAT ID No: 2021608369
Bank: State Treasury
IBAN: SK92 8180 0000 0070 0048 7455
Responsible person: Mgr. Petra Masáková, Head of INTERACT Department
e-mail: petra.masacova@region-bsk.sk

(hereinafter referred to as “the Ordering Party”)

and

2. Evaluator:

Registered office: please add the address
Represented by:
Company ID No:
VAT ID No:
Bank:
IBAN:
Responsible person:
e-mail:

(hereinafter referred to as „the Evaluator “)

(hereinafter together referred to as „Parties “)

Article 1

Preamble

The Parties enter into this contract in accordance with the relevant provisions of the Act No 343/2015 Coll. on Public Procurement and amending certain acts, as amended (hereinafter referred to as Act on Public Procurement). Name of the subject matter of the contract: „**Operational Evaluation of Interact Programme IV**”.

Pursuant to § no. 536 and Coll. of Act no. 513/1991 Coll. on Commercial Code the parties shall enter into this Evaluation Contract (hereinafter referred to as „Contract “) and agree on the following conditions.

Article 2

Subject of the Contract

- 2.1 The subject of this Contract is the Evaluator’s commitment to run the Evaluation and submit the Evaluation in written under the name: „**Operational Evaluation of Interact Programme IV**” (hereinafter referred to as „Evaluation“) in three parts: Inception Report, Draft Final Report and Final report in accordance with the

outcomes of the interdisciplinary team providing all product related services in accordance with Terms of reference that is part of Annex no. 1 of this Contract. (hereinafter referred to as „Annex no 1“).

- 2.2 The Evaluator as the head of the interdisciplinary team is responsible for preparing an interdisciplinary team consisting of a complex and professional representation for developing the base for the execution of the Work composed as follows:

- a) Key Evaluator 1 - expert in the Evaluation of Interreg programmes: (name and surname)
- b) Key Evaluator 2 - expert in the Evaluation of Interreg programmes: (name and surname)

Qualified persons are those persons by whom the Evaluator has demonstrated compliance with the conditions for participation in the tender for the subject of the Contract. The Evaluator shall be obliged to carry out the subject matter of this Contract through the qualified persons specified in this Contract. In the event that it becomes necessary to replace a qualified person, the new qualified person must meet the same requirements as those required to demonstrate compliance with the conditions of participation in the tender. Any replacement of a qualified person must be approved by the Ordering Party. The procedure in Article 13 of this Contract for the change of subcontractors shall apply appropriate changes to the replacement of a qualified person. In the event that a qualified person is replaced without the consent of the Ordering Party, this shall be considered a material breach of a contractual obligation and the Ordering Party shall be entitled to withdraw from this Contract. In the event of a breach of this obligation by the Evaluator, the Ordering Party shall be entitled to demand from the Evaluator a contractual penalty of 2 000,- EUR for each individual breach.

- 2.3 The Evaluator undertakes to perform Work pursuant to this Article, point 2.1 and Annex. 1 of this Contract in its own name and on their own responsibility.
- 2.4 The Ordering Party undertakes to accept and pay the Evaluator for the Evaluation according to this Article, point 2.1 and Annex no 1 the agreed price of the Contract in accordance with Article 3, point 3.1 of the Contract in accordance with the terms of this Contract.
- 2.5 All parts of the Evaluation shall be submitted to the Ordering Party in accordance with paragraph 2.1 of this Contract in English language. All communication between the Parties will be held in English.
- 2.6 The Evaluator shall carry out the Evaluation in accordance with Article 2, Article 4, Article 5 and Article 7 of this Contract.

Article 3

Price

- 3.1 The price for the subject of the Contract referred to in Article. 1 of the Contract is determined based on the bid of the Evaluator by Act no. 18/1996 Coll, as amended, as follows:

Price excl. VAT: xxxxx, - €

VAT (

XY%): xxxxx, - €

Price incl. DPH: xxxxx, - €

(in words: xxxxxxxx EUR)

- 3.2 Price set out in paragraph 3.1 of this Contract is final and includes all expenses of the Evaluator related to the subject of the Contract under Article 2 of the Contract, including the granting of licenses under Article 11 of the Contract. This price may not be exceeded during the duration of the Contract. The price includes the supply of subject of the Contract in digital format compatible with Ordering Party's information system.

Article 4

Time and Place of Performance

- 4.1 This Contract is concluded for a fixed period of time, from the date of entering into force until the fulfillment of all rights and obligations of both Parties arising from its content and generally binding legal regulations of the Slovak Republic.

The Parties have agreed on the following performance timeframe:

4.1.1 First part of the Evaluation - Inception phase - „Inception Report “ (containing a detailed time schedule of the Evaluation in accordance with Annex no 1 point 5.1 of this Contract) – within **1** month from the entry into force of the Contract,

4.1.2 Second part of the Evaluation – Implementation phase (elaborating the draft final report, including recommendations in accordance with Annex. no 1 point 5.3 of this Contract „Draft Final Report “) - within **10** months from the entry into force of the Contract,

4.1.3 Third part of the Evaluation – Final phase - „Final Report “(elaborating the final report, after incorporating the comments of the Monitoring Committee including recommendations in accordance with Annex. no. 1 point 5.3 of this Contract) - **12** months from the entry into force of the Contract, but not later than **31.01.2026**.

- 4.2 Contractual performance timeframe of individual parts of the Evaluation specified in paragraph 4.1 sets out the deadlines for submission of individual parts of the Evaluation, which cannot be exceeded except in case of:

4.2.1 force majeure such as: unexpected natural disasters and other extraordinary events,

4.2.2 in case of change of the scope of Work by the Ordering Party,

4.2.3 commands and prohibitions of the government or of local authorities or changes initiated by the European Commission, unless the situation was caused by the Ordering Party.

- 4.3 Performance timeframe can be extended for the reasons given in paragraph 4.2.1 and 4.2.3 only for the period during which the Evaluator was unable to continue with the Evaluation; and in case of extended deadline for reasons stated in paragraph 4.2.2 the Parties are obliged to agree this in the Addendum to this Contract.

- 4.4 The place of performance of the Evaluation is at the registered office of the Ordering Party. The handover of the Evaluation and its parts shall be done on the basis of the Acceptance Protocol, Annex 2 of this Contract (hereinafter referred to as „Annex no 2“), signed by responsible persons from both Parties referred to in the heading of this Contract.

Article 5

Outputs

- 5.1 The Evaluator is obliged to deliver individual parts of the Evaluation in the required quantity and quality following the instructions of the Ordering Party as follows:
- 2x in paper form, A4 size, tied in coil binding or similar,
 - 1x electronically (by email or via the secured shared platform) in an unlocked electronic form that allows editing (e.g. .rtf or .doc).

Article 6

Payment and invoicing

- 6.1 The Parties have agreed that an advance payment or prepayment will not be allowed.
- 6.2 The Ordering Party shall pay the Evaluator the price for Evaluation pursuant to Article 3 of this Contract based on three invoices submitted to the Ordering Party, based on really implemented parts of the Evaluation in accordance with Article 4, paragraphs 4.1.1 to 4.1.3 of this Contract. Acceptance protocols will form an integral part of each partial invoice. Individual partial invoices for the handover of the individual parts of the

Evaluation will be delivered to the Ordering Party after approval and signature of the individual Acceptance Protocols by both Parties according to the article 4, paragraph 4.4 as follows:

- a.) first partial invoice in the amount of 25% of the contract price in accordance with paragraph 3.1 of this Contract in the amount of **xxxxx**, - EUR after proper handover and acceptance of the inception report within the period referred to in Article 4, paragraph 4.1.1 of this Contract,
- b.) second partial invoice in the amount of 35% of the contract price in accordance with paragraph 3.1 of this Contract in the amount of **xxxxx**, - EUR after proper handover and acceptance of the draft final report, including recommendations referred to in Article 4, paragraph 4.1.2 of this Contract,
- c.) third partial invoice in the amount 40% of the Contract price in accordance with section 3.1 of this contract in the amount of **xxxxx**, - EUR after proper handover and acceptance of the final report of the Evaluation after incorporating the comments of the Monitoring Committee in the period referred to in Article 4, paragraph 4.1.3 of this Contract.

The Ordering Party shall reimburse the Evaluator's individual invoices only in case when the relevant Acceptance Protocol does not contain any defects. In case of detecting any defects in the performance of this Contract the Evaluator is obliged to include these in the Acceptance Protocol. In this case, due date of the invoice in this case begins to run only after the removal of defects mentioned in the Acceptance Protocol.

- 6.3. Due date of the invoice is 30 days from its delivery to the Ordering Party, except as provided in the preceding paragraph.
- 6.4. The invoice must meet all requirements of a tax document pursuant to the Act no. 431/2002 Coll on accounting, as amended, and § 71 of Act no. 222/2004 Coll. on Value Added Tax, as amended. If the invoice contains incorrect or incomplete information or does not contain all the requirements under the preceding sentence, the Ordering Party is entitled to return it (reclaim) and the Evaluator is obliged to correct, amend or issue new invoice according to the nature of the deficiency. In case the invoice is returned to the Evaluator, the start of the new due period is the day, on which the corrected or amended invoice was re-submitted to the Ordering Party. The invoice may be reclaimed only within the period of maturity.
- 6.5 Signed Acceptance Protocol is an integral part of the relevant invoices and must be confirmed by the responsible persons of both Parties.

Article 7

The Rights and Obligations of the Parties, the Contact Person

- 7.1 The Evaluator warrants that each part of the Evaluation meets all criteria and requirements of the Ordering Party at the time of handover.
- 7.2 Evaluator is obliged to send continuously all the proposals of the Evaluation reports under Article 2 and Annex 1 of this Contract for commenting and approval to the email address of the responsible person
In order to avoid any doubt, the proper handover of the partial Evaluation means handing over the partial Evaluation only after the responsible person of the Ordering Party approved it via written procedure (by email). The Evaluator is obliged to remove all findings of the partial Evaluation without delay.
- 7.3 The Evaluator is obliged to keep the documents necessary for content and financial control and is obliged to enable the Ordering Party as well as the authorized control bodies to conduct the control of documentation related to implementation of activities financed from the Interact Programme IV, as well as after the termination of the contractual relationship within the deadlines set by the EU General Regulation 2021/1060. Authorised control bodies are: The Ministry of Finance of the Slovak Republic, the Supreme Audit Office of the Slovak Republic, Office of the Government Audit, Paying Authority, Audit Authority, authorised representatives of the European Commission, European Court of Auditors, as well as other persons invited by the authorities indicated in this paragraph of the Contract.
- 7.4 During the implementation of the Evaluation and within one calendar year from the date of submission of the final report including all recommendations, the Evaluator is obliged based on the request of the Ordering

Party to present the outcomes of the Evaluation to the Monitoring Committee of the Interact Programme IV. The Ordering Party is obliged to inform the Evaluator about the meeting of the Monitoring Committee at least two months prior the meeting.

- 7.5 If the Ordering Party accepts part of the Evaluation, the Ordering Party is entitled to receive the removal of findings included in the Acceptance Protocol without undue delay for free.
- 7.6 The Ordering Party is obliged to give the Evaluator necessary cooperation and provide the Evaluator with information as well as documentation to ensure the implementation of the Evaluation, e.g.: logos in accordance with paragraph 7.7 of this article.
- 7.7 The Evaluator is required to visibly brand all documentation related to the subject of the Contract according to Brand Design Manual of Interact IV 2021 - 2027 programme.
The Ordering Party is obliged to send the Interact IV Brand Design Manual to the Evaluator at least 10 working days before handing over the first part of the Evaluation under Article 4, paragraph 4.1.1 of this Contract electronically to the e-mail address of the Evaluator stated in the heading of this Contract.
- 7.8 The Evaluator shall be accountable to the Ordering Party for the implementation of the Evaluation described in this Contract, regardless of whether the Evaluation is conducted by the Evaluator or through subcontractors.
- 7.9 The Evaluator is not allowed to transfer rights and obligations under this Contract to a third party without the prior written consent of the Ordering Party. The Parties specifically agree that, without the prior written consent of the Ordering Party, the Evaluator is not entitled to assign any receivables to a third party incurred to the Ordering Party by or under this Contract.
- 7.10 Communication between the Parties will be conducted via responsible persons: for the Ordering Party by Mgr. Petra Masáková, Director of Interact Department and for the Evaluator by xxxx.
- 7.11 The Parties undertake to notify each other electronically by e-mail within 5 calendar days from the date on which the change occurs.
- 7.12 The Evaluator undertakes to notify the Ordering Party of all the circumstances that might endanger or obstruct the proper implementation of the Contract.

Article 8

Contractual Penalties

- 8.1 In case that the Evaluator fails to comply with the obligations referred to in Article 4, paragraph 4.1.1, 4.1.2, 4.1.3 of the Contract to carry out the Evaluation properly and timely the Ordering Party has the right to impose a contractual penalty of 0.05% of the total price for the Evaluation including tax referred to in Article 3 section 3.1 of this agreement for each, even commenced day of delay.
- 8.2 In case of violation of Article 7 paragraph 7.7 of this Contract, the Evaluator agrees to pay the Ordering Party a contractual penalty of 5% of the total price for the Evaluation including tax referred to in Article 3, paragraph 3.1 of this Contract.
- 8.3 In case of violation of Article 11, the Evaluator agrees to pay the Ordering Party a contractual penalty of 20% of the total price for the subject of this contract including tax referred to in Article 3, paragraph 3.1 of this Contract.
- 8.4 Meeting the obligations of the Evaluator to pay the Ordering Party a contractual penalty shall not cease obligations of the Evaluator, the performance of which is secured by a contractual penalty.
- 8.5 The agreement on the contractual penalty does not affect the right of Parties for compensation. In case of any damage either Contracting Party is entitled to claim a refund in full.
- 8.6 Any contractual penalty under the provisions of this Contract the Ordering Party is entitled to exercise in the form of cuts in the respective partial invoices for Evaluation or partial challenge to cover contractual penalties, or apply any applicable legal way and the Evaluator agrees with such exercise of contractual penalty.

Article 9

Settlement of disputes

- 9.1 In case of disputes between the Parties arising out of or related to this Contract which cannot be resolved by agreement of the Parties, one of the Parties shall request the decision of the General Court of the Slovak Republic.
- 9.2 Disputes of the Parties do not entitle the Evaluator to suspend the performance of the Contract in accordance with Article 2 of the Contract.
- 9.3 All contractual relations are governed by this Contract which is governed by the applicable law in the Slovak Republic.

Article 10

Termination of the Contract

- 10.1 This Contract may be terminated by a written agreement of the Parties or by resignation of the Ordering Party, without giving a reason. One-month notice period begins on the first day of the month following the month in which the notice has been received by the other Party. The Contract may be terminated under the conditions stated in section 10.2 and 10.3 of this Article. In the event of early termination of the Contract, the Evaluator is entitled to get reimbursed for the costs incurred for already implemented part of the Evaluation.
- 10.2. The Ordering Party is authorised to terminate this Contract in the case when the Evaluator has violated the provisions of Article 2, Article 4, paragraph 4.1.1, 4.1.2, 4.1.3 and Article 5, Article 7, with the exception of point 7.6 of this Contract. The Ordering Party is obliged to provide additional reasonable period to complete and deliver the Evaluation and if the Evaluator fails to meet the obligations even after prior written notice from the Ordering Party the Contract shall be terminated.
- 10.3 The Evaluator may terminate the Contract if the Ordering Party does not fulfill its contractual obligations under Article 7 paragraph 7.6 of this Contract, thus prevents the Evaluator from the implementation of the Contract. The Evaluator is not in delay for the period during which Work could not be performed because of breach of obligations of the Ordering Party. The Evaluator shall suggest an additional reasonable period in form of written notice and inform the Ordering Party that in case of failure to meet the obligations under the Contract within a given period the Contract shall be terminated.
- 10.4 Termination of the contractual relationship does not affect the right for the compensation and the application of a contractual penalty.
- 10.5 In the event of early termination of the contractual relationship the Evaluator is entitled to payment of real costs related to the implementation of the Evaluation.

Article 11

Intellectual Property and License Rights

- 11.1 The Evaluator, as a holder of property rights is obliged to settle the Evaluation's intellectual property rights under the Act no. 185/2015 Coll. on Copyright Act, as amended (the "Copyright Act"), so that the Evaluation will not be subject to the rights of third parties (financial and other entitlements); the Ordering Party as the acquirer is entitled to use the Evaluation within the framework of licensing. The Evaluator authorizes the Ordering Party to use the copyrights for any dissemination (the granting of licenses and sub-licenses), to the extent and under the conditions set out in this Contract.
- 11.2 The Evaluator declares, that the Evaluator is authorized to grant an exclusive license to the Ordering Party under the Copyright Act. The Evaluator falsity of this statement establishes the obligation of compensation under § 373 et seq. of the Commercial Code.
- 11.3 The Parties have agreed that the Evaluator grants the Ordering Party the use of the Evaluation in line with this Article, for all known uses of the Evaluation under the Copyright Act, without any time or territorial restrictions; exclusive and gratuitous agreement (hereinafter referred to as the "License").

Known uses of the Evaluation, in particular:

- a) reproduction of the Evaluation,
- b) public distribution of the original Evaluation or a copy,
- c) inclusion of the Evaluation in the collected works,
- d) public exposure of the Evaluation,
- e) public communication,
- f) use of the Evaluation for the production of promotional and advertising material of any kind for the purpose of propagation.

- 11.4 The Evaluator further declares that the copyrights to the Work in accordance with paragraph 11.1 of this Article are not / will not be encumbered with other rights of the third parties, which would prevent the Ordering Party to properly use the Evaluation, nor with any other legal defects. In the event of third party having a claim against the Ordering Party due to copyright infringement, the Evaluator agrees to reimburse all damage costs incurred by the Ordering Party as a result the third-party claim.
- 11.5 The Evaluator grants the Ordering Party an agreement to authorize a third party to use the Evaluation within the scope of the license granted under this Agreement, i.e. sub-license.
- 11.6 The Evaluator acknowledges that by granting the license under this Contract, the Evaluator is not authorized to grant a license to a third party, respectively sub-license to use the Evaluation to the extent provided in this Contract and shall be required to refrain from use of the Evaluation or its part.
- 11.7 Ownership of the Evaluation is transferred to the Ordering Party on the day of signing the Acceptance Protocol in Annex no 2 of this Contract.

Article 12

Confidentiality of Information

- 12.1 The Evaluator is obliged to maintain confidentiality about all facts obtained during the performance of this Contract and learns to treat them as confidential (except for information that has already been publicly disclosed). This shall not apply to information that is published or made available in accordance with the provisions of Act no. 211/2000 Coll. on free access to information and amending certain laws (hereinafter referred to as the "Freedom of Information Act"), as amended.
- 12.2 The Evaluator agrees that if in connection with the performance of this Contract authorized staff will come into contact with personal data under Act no. 18/2018 Coll. on protection of personal data and amending certain laws, take all measures to prevent unauthorized or accidental access to those data, their alteration, destruction or loss, unauthorized transfer to the unauthorized processing as well as any other violation of this law. The Evaluator shall take full responsibility for any violation of the law on his side.

Article 13

Subcontractors and register of public sector partners

- 13.1. The Evaluator is entitled to perform the subject of the contract through subcontractors under the following conditions:
- 13.2 The Evaluator shall provide and finance all subcontracted work and supplies and shall be fully liable for them. The Evaluator shall be responsible for the professional care taken in the selection of the subcontractor and for the result of the work carried out under the subcontract.
- 13.3 A list of known subcontractors is given in Annex 3 to this Contract. In the event of the intention to take on a new subcontractor and also the intention to change the original subcontractor (including the change of a subcontractor that the Evaluator has indicated in its offer), the Evaluator is obliged to inform the Ordering Party by e-mail no later than 5 (five) working days before the date of the subcontractor's anticipated start of the work. The subcontractor is only entitled to start work after the Ordering Party has given its consent. The

- Ordering Parties representative shall be obliged to express his agreement or disagreement with the proposed subcontractor by e-mail within three (3) working days from the date of receipt of the Evaluator's notification.
- 13.4 Each subcontractor must comply with the relevant provisions of the Public Procurement Act, and the Ordering Party shall separately verify that each subcontractor selected by the Evaluator complies, or at the latest at the time of performance of the Contract will comply, with the conditions pursuant to § 32(1)(e) and (f) of the Public Procurement Act. If the subcontractor does not prove compliance with the conditions pursuant to § 32(1)(e) and (f) of the Act by registration in the list of economic operators, it is obliged to submit documents pursuant to § 32(2)(e) and (f) of the Public Procurement Act proving compliance with the conditions pursuant to § 32(1)(e) and (f) of the Act. The Evaluator shall undertake the same obligation in writing to its subcontractors in relation to their subcontractors, if any, so that, throughout the subcontracting chain, all contractors meet, or at the latest at the time of performance of the Contract will meet, the conditions pursuant to § 32(1)(e) and (f) of the Public Procurement Act. The subcontractor is not obliged to submit the documents pursuant to the second sentence if the ordering party is authorized to use data from public administration information systems pursuant to Act No. 177/2018 Coll. on certain measures to reduce the administrative burden through the use of public administration information systems and on amending and supplementing certain acts (Anti-Bureaucracy Act).
- 13.5 In addition, the Ordering Party shall specifically verify that there are no grounds for exclusion pursuant to § 40(6)(f) of the Public Procurement Act in respect of the subcontractor concerned.
- 13.6 Any subcontractor who is obliged to be entered in the register of public sector partners must be entered in the register in accordance with § 11 of the Public Procurement Act.
- 13.7 If a subcontractor has been deleted from the register of public sector partners, the Evaluator is obliged to notify the client of this fact and at the same time to replace such subcontractor with a subcontractor who will meet the conditions pursuant to § 32(1) of the Act and, if he is obliged to be entered in the register of public sector partners, he must be entered therein in accordance with § 11 of the Act.
- 13.8 Each subcontractor must be able to perform the relevant part of the contract to the same quality as the Evaluator.
- 13.9 The Ordering Party shall have the right to refuse a subcontractor a share in the performance of the subject matter of the Contract if the conditions set out in clauses 13.4 - 13.7 are not fulfilled.

Article 14

Final Provisions

- 14.1. The rights and obligations that are not specifically mentioned in this Contract are governed by relevant provisions of Act no. 343/2015 Coll. on Public Procurement amending and supplementing certain acts as amended and the relevant provisions of the Commercial Code and other laws of general legislation in the Slovak Republic.
- 14.2. This Contract may be changed or amended only by the written and numbered amendment to the Contract after mutual agreement of the Contractual Parties.
- 14.3. This Contract is signed in four (4) identical copies with the validity of the original of which the Ordering Party shall receive three copies (3) and the Evaluator one copy (1).
- 14.4. This Contract shall enter into force on the day it is signed by the representatives of both Contractual Parties and shall become effective on the day following its publication in accordance with § 47(a) of the Civil Code.
- 14.5. The Evaluator acknowledges that this Contract is concluded with the Bratislava Self Governing Region, a public authority which act in accordance with the basic principles of the Freedom of Information Act.
- 14.6 The Contractual Parties declare that they concluded this Contract freely and seriously, not in distress and under strikingly disadvantageous conditions, read it, understood its content and confirmed it by signing this Contract.
- 14.7 The documentation related to this Contract shall be sent to the Contractual Parties listed in the heading of this Contract, or to any other address that is subsequently provided by one of the Contractual Party and the

information exchange of the address is documented. If the documents are sent by post or by using courier services, they are considered delivered on the date of their receipt by the other Party, or the day of the rejection of their receipt, or on the date when the document is returned to the sender as undeliverable, even if the recipient did not know about it. Both Parties can deliver the documentation to the official registry during regular office hours; the date of delivery is the date of receipt of the document, which should be marked according to the official registry process.

- 14.8 The Contract and its Annexes are written in Slovak and English language. In case of doubt concerning the Contract, the Slovak version prevails.
- 14.9 An integral part of the Contract are the following attachments:
- Annex no. 1 Terms of reference
 - Annex no. 2 Acceptance Protocol template
 - Annex no. 3 List of subcontractors

Place and date:

Place and date:

Ordering Party:
Bratislava Self Governing Region

Evaluator:
xxxxxxx

.....
Mgr. Juraj Droba, MBA,MA
President of Bratislava Region

.....
xxxxxxx

Terms of Reference for Operational evaluation of Interact Programme

1. Background

1.1. About Interact

Interact is an experienced international team who support cooperation programmes to harmonise the development across the EU.

Cooperation programmes under the European Territorial Cooperation (ETC) also known as Interreg, are implementing projects to promote economic, social and territorial cohesion among the EU Member States, third countries, candidate and neighbouring countries as per the objectives of the Cohesion Policy. Their outcomes contribute to improving the lives of EU inhabitants.

Interact supports Interreg to be more efficient and more effective, in order to achieve more with EU funds. Over the past 20 years, this has been achieved through offering targeted interventions to address the key challenges facing programmes and other cooperation actors. Interact ensures the exchange of experience, information and innovation in order to promote best practice and make cooperation easier.

Interact is a decentralised organisation with a horizontal team structure. The Managing Authority and the Joint Secretariat are based in Bratislava. In addition, there are four Interact offices in Turku (Finland), Valencia (Spain), Viborg (Denmark) and Vienna (Austria). The team comprises of approximately 55 individuals who work in various groups across offices to support and provide Interact services.

1.2. Interact's objectives

The Interact Programme is a cooperation programme under the ETC objective of the Cohesion Policy 2021-2027, and is co-financed by the European Regional Development Fund (ERDF). In line with Article 3 (3) (c,) of Regulation (EU) No. 2021/1059, Interact was designed to reinforce the effectiveness of cohesion policy by promoting exchange of experiences, innovative approaches and capacity building with the aim of:

- harmonising and simplifying the implementation of Interreg programmes as well as contributing to the capitalisation of their results;
- harmonising and simplifying possible cooperation actions;
- supporting the setting-up, functioning and use of European groupings of territorial cooperation (EGTCs).

Interact IV builds on the successful implementation of the previous programming period and continues with the thematic objectives of:

- To strengthen the management capacity of Interreg programmes and other cooperation actors;
- To strengthen the capacity to work in cooperation programmes and context;
- To strengthen the capacity to capture and communicate programme and project results and to increase visibility.

These 3 objectives define the rationale behind Interact services; i.e., events, training programmes, and tools implemented for the benefit of Interreg programmes of all strands (cross-border, transnational and interregional). The geographical area targeted by Interact services includes all Member States, Norway and Switzerland. In addition, the programme supports cooperation at the external borders of the European Union (Interreg-IPA CBC and, Interreg NEXT).

Further information and relevant documents concerning the Interact Programme can be found on the programme website: www.interact.eu.

1.3. State of play of programme implementation, May 2024

Interact III ended its service delivery activities by the end of November 2022 and on 1 December, the implementation of Interact IV started, with no interruption of services to our target groups. Our service delivery activities to date were based on our 2023 and 2024 work plans.

Our main outputs include events of different kinds (e.g. seminars, workshops, network events, working groups), tools (e.g. factsheets, short online courses, harmonised templates, online databases, software) and certified training programmes. Please find in the below table an overview of our main outputs from the start of the programme until the end of May 2024¹.

Table 1: Interact IV main outputs 1 December 2022 – 31 May 2024

Output	Achievement
Interact events	139
Interact support to external events	11
Tools	53
Certified training programmes launched / cohorts completed	4 / 6
Short online courses	6

Interact IV selected in its programme document three common Interreg output indicators to capture its performance and to indicate its contribution to the achievements of Interreg as a whole. The above outputs resulted in the below indicator achievements:

Table 2: Output indicator milestones and targets 1 December 2022 – 31 May 2024

ID	Indicator	Measurement unit	Milestone (2024)	Achievement	%
RCO81	Participations in joint actions across borders	Number of participations	4 590	3 800	82.8%
RCO85	Participations in joint training schemes ²	Number of participations	612	136	22.2%

¹ Please note that these are indicative numbers.

² Until end of April 2024

ID	Indicator	Measurement unit	Milestone (2024)	Achievement	%
RCO116	Jointly developed solutions ³	Number of solutions	90	54	60.0%

The spending (at the paying authority level) reached 4 244 273.83 euro (ERDF), i.e. 9.43% of the programme allocation (45 million euro ERDF).

1.4. Regulatory framework for the evaluation

The main EU legal provisions that regulate the evaluation process and are relevant for the scope and contents of this assignment are:

- [Regulation \(EC\) 2021/1059](#), in particular Article 35 specifying requirements concerning evaluation during the programming period; the responsibilities of the managing authority with regards to drawing up the evaluation plan.
- [Regulation \(EC\) 2021/1059](#), and Article 36 covering the responsibilities of managing authorities and partners with regard to transparency and communication with includes the publishing of evaluation findings.
- [Commission Staff Working Document \(SWD \(2021\) 198 final\): Performance, monitoring, and evaluation of the European Regional Development Fund, the Cohesion Fund, and the Just Transition Fund in 2021-2027, Brussels, 8.7.2021.](#)

A key component of the evaluation task, as required by the regulations, is to assess the programme operational implementation and management, including operational aspects related to the implementation of the programme's communication strategy. With reference to the above-mentioned legal provisions, the Interact Programme prepared an Evaluation Plan that specifies how the programme evaluation, including operational evaluation, will be organised during the 2021-2027 period. The Interact Evaluation Plan can be found in Annex 1 to this tender document.

2. Evaluation purpose and target audience

2.1. Evaluation purpose

In May 2023, the Interact IV Monitoring Committee approved the programme's Evaluation Plan. The plan foresees that an evaluation will be carried out with the aim to assess the effectiveness and efficiency of the programme implementation and management, including the evaluation of the programme's Communication Strategy.

The Interact Communication Strategy was prepared at the start of the programme, in order to steer the implementation and management of the communication activities throughout the 2021-2027 period. The strategy defines the approach to communication, sets objectives, defines target audiences, and details the communication channels; both with regard to communications about the programme and its promotion, as well as services provided by Interact to Interreg programmes in the field of communication. In

³ Please note that 'tools' is a broader category than 'jointly developed solutions'. Only tools that meet the criteria in the Methodology for establishing the Interact IV performance framework document are counted as 'jointly developed solutions'

December 2023, the strategy was approved by the Interact IV Monitoring Committee and can be found in Annex 2 to this Terms of Reference.

The purpose of this operational evaluation is to assess if the programme is being implemented and managed effectively and efficiency in order to achieve the programme objectives. Specifically, this entails:

- **Evaluation of the effectiveness and efficiency of the operational implementation of the programme**, in view of the progress in achieving the programme specific objectives, outputs and result indicators. The Interact performance framework document defines the programme-specific result and output indicators, and it sets targets to accomplish by 2029. The document can be found in Annex 3 to this Terms of Reference. The aim of the evaluation is to assess how the programme is progressing in attaining the target values, identify any deviations and recommend changes to ensure best delivery of the programme by the end of the period.
- **Evaluation of the effectiveness and efficiency of the programme management system**, by looking at how the organisational set-up and management structures support the programme implementation and achievement of the programme objectives.
- **Evaluation of the effectiveness and efficiency of the operational implementation of the Communication Strategy**, in view of the progress in reaching the communication objectives. The aim of the evaluation is to assess how the Communication Strategy supports communications about Interact and the programme promotion. Even though references are made in the strategy to Interact services provided to Interreg programmes in the field of communication management, they are not to be covered by this assignment (this aspect is being assessed as part of the programme impact evaluation).

While the programme's strategic documents foresee Interact to run until 2029, it must be noted that the programme may finalise sooner. This possibility should be taken into account by the evaluators, and specifically when assessing the programme's performance and building recommendations in relation to the management system.

2.2. Target audience

Results of this operational evaluation shall help the Interact programme bodies (i.e., Interact Monitoring Committee, Managing Authority/Interact Secretariat, Interact Offices and their Hosting Institutions) to gain better understanding of the effectiveness and efficiency of the programme implementation and management, in view of the progress in achieving the programme objectives, suitability of the Interact management system, and soundness of the Communication Strategy. It is expected that the evaluation will provide evidence of what works and what does not work, thus enabling informed programme decisions on the basis of the evaluation findings. This includes observations and suggestions to consider by the programme bodies when deciding on the Interact strategy and its set-up in the period post 2027.

The Interact programme bodies will be the main target audience of the conclusions deriving from this evaluation.

3. Evaluation tasks and questions

This operational evaluation shall look at how the programme is being implemented and managed in view of the progress towards achieving the programme's objectives. With this in mind, it should address the following three evaluation tasks:

- **Task 1:** Evaluation of the progress towards achievement of the programme objectives and its indicators;
- **Task 2:** Evaluation of the programme management system;
- **Task 3:** Evaluation of the Communication Strategy and progress in its implementation.

With regard to the first task, the evaluation is expected to appraise the effectiveness and efficiency of the programme's operational implementation. The leading question to be addressed by the evaluator is:

Main question of Task 1: *Is the programme implementation well on track for achieving the programme objectives?*

The main question of Task 1 shall be approached by providing answers to the following sub-questions:

1. Where is Interact in terms of achieving the result and output indicators? Are there any deviations (positive/negative) in how Interact progresses in the achievement of the result and output indicators?
2. Are there any changes necessary in terms of the focus of the programme's activities? If so, what will be the consequences in view of reaching the programme objectives if they are not implemented?
3. To what extent do the products and services of Interact, especially OSIs, meet the needs of the intended users?
4. What could/should be done to increase the use of products and services provided by Interact? Are the methods of service delivery aligned with the needs and expectations of our stakeholders?
5. What lessons can be drawn from the experiences of the programme thus far and what are the recommendations for the future? Specifically, for the performance framework (output and result indicator system), what improvements can be recommended to better capture the programme's impact?

The second task concerns the Interact management system and is expected to appraise the effectiveness and efficiency of the programme design and management structures. The leading question to address by the evaluator is:

Main question of Task 2: *Is the programme management system designed and used in an effective and efficient way in order to allow reaching the programme objectives?*

In order to elaborate on the main question of Task 2, the evaluator is expected to answer the following evaluation sub-questions:

1. How does the programme organisational set-up and related management structures (their design and use) support an effective and efficient service delivery?
2. To what extent the processes and procedures to develop products and services are involving Interact programme bodies? (e.g. MA, EC, MC and Interact Offices).

- To what extent are the processes and procedures for monitoring the implementation of operations transparent, effective and compliant?
3. To what extent the processes and procedures to develop products and services are involving Interreg programmes?
 4. To what extent and how does the Joint service delivery principle (referred to Strategic Implementation document section 6) support an effective and efficient delivery of the programme? What improvements can be recommended to optimise the collaboration across offices?
 5. How effective and efficient is the decision-making process involving the programme bodies? How decisions are made, communicated, implemented and followed-up?
 6. Is the internal and external feedback collected and followed up in a way that ensures the programme objectives are reached?
 7. What lessons can be drawn from the experiences of the programme in the 2021-2027 period and what are the recommendations for the future (post 2027)?

The third task assesses the Communication Strategy and effectiveness and efficiency of the operational implementation of the programme communications. The leading question to be addressed by the evaluator is:

Main question of Task 3: *What is the progress in the implementation of the Interact communication strategy and achievement of the communication objectives?*

The main question of Task 3 shall be answered following evaluation of the aspects asked by the sub-questions:

1. Are the objectives of the Communication Strategy set in a way to contribute to the programme's overall objectives and the three perspectives defined in the Interreg programme (Strengthening the capacity to work in cooperation programmes, Strengthening the management capacity of Interreg programmes, Strengthening the capacity to capture and communicate programme and project results and to increase visibility)?
2. Do they sufficiently expand Communication Chapter 5 of the Interact Programme Document?
3. How effective are the communication approaches, tools, and activities for reaching the communication objectives? What communication actions have been more effective and why? Which ones have failed and why?
4. How effective are Interacts' communication flows with its main target audiences, set out in 5.1 of the Communication Strategy? Are the programme's communication measures effective in reaching the relevant target groups? How effectively are the various channels of communication used?
5. How effective and efficient are the communication approaches in reaching other target audiences (Communication Strategy Chapter 5.2 and 5.3, and Interact Programme Document 2.1.1.3)? How does the programmes communication approach support those more directly involved in these activities?

The above main questions form the overarching frame for the operational evaluation. The sub-questions further specify topics that are of particular interest to the Interact programme bodies; answers to these are expected to contribute to assessing the programme effectiveness and efficiency along the evaluation tasks. Still, these sub-questions may be adapted, further detailed and/or additional sub-questions can be included by the evaluator in the offer, if considered relevant and useful. The detailed list

of main questions and sub-questions once finalized should be presented to the Monitoring Committee as part of the inception report.

4. Evaluation approach and methodology

Tools and methods for this evaluation should be specified by the tenderers in their offers. The proposed methodology should be the most suitable and effective in order to allow provision of comprehensive answers to the evaluation questions, conclusions and recommendations.

The use of a combination of quantitative and qualitative methods is encouraged and the approach can vary depending on the evaluation questions. The tenderers should, however, ensure that the collection of data includes consultation with a representative sample of Interact stakeholders; both internal (Interact programme bodies) and external (Interreg programmes and other external stakeholders). In order to answer the sub-questions 1.3 and 1.4 on the use of Interact services, a representative sample of Interreg programmes, Bodies working on Macro Regional Strategies (MRS), Sea basin strategies, Bodies performing Accounting Function (BAF), Audit Authorities (AAs), Controllers and National Contact Points should be consulted. The sample must also include programmes who use Interact services less frequently. IPA and NEXT Programmes shall be taken in duly account. It is expected that methods such as surveys, interviews, focus groups, and/or similar will be applied, in addition to desk research of relevant documents, data analysis, etc.

The proposal presented by tenderers should suggest the most appropriate methods and out-line how different methods will be combined in order to reach goals of the evaluation.

The chosen tenderer will be provided with access to all necessary and available data and information for the purpose of the evaluation. Information included in the Annexes of this Terms of Reference and on the Interact website (www.interact.eu) is already at the disposal of tenderers. Other relevant information available at the programme level, as well as internal documents and data regularly collected by Interact as part of the programme implementation and monitoring will be made accessible to the evaluator through a dedicated Interact contact person(s).

Examples of the available data and information that will be provided include:

- programme statistics exported from the programme monitoring system, in particular status updates on the programme indicators and financial data;
- data collected based on Interact surveys and feedback forms, including surveys on stakeholder needs assessment, event evaluation forms, etc.;
- data pooled from different communication tools (i.e. social media and web statistics);
- stakeholder contacts included in the Interact contact database for sampling for interviews;
- implementation and communication documents and other programme level material relevant for the evaluation.

5. Services and timing

During the assignment, the evaluator is expected to build up reliable evidence of the effectiveness and efficiency of the Interact implementation and management, as specified

by all three evaluation tasks. Based on the evidence presented and analysed, the evaluator should provide answers to the main evaluation questions and all sub-questions. Conclusions of the evaluation should be concise analytical observations and they should incorporate the evaluator's judgement based on recognised management frameworks/theories/experiences, as opposed to being a pure summary of the collected facts and opinions. Recommendations should be presented as concise actionable items. While drafting recommendations, the evaluator will also be expected to discuss the recommendations with dedicated Interact contact persons in order to understand the feasibility of different solutions.

The following compulsory deliverables are to be submitted by the evaluator:

- Inception Report (minimum 10 standard pages)
- Draft Final Report (minimum 50 standard pages). The final draft report has to contain summary of recommendations of max. 2 pages and infographic for each of the task, i.e. 3 infographics.
- Presentation of the Draft Final Report, main findings and recommendations to the Interact Monitoring Committee
- Final Report (taking into account Interact Monitoring Committee comments).

Apart from the above, tenderers may include in their proposals other deliverables in accordance with the proposed methodology, including those related directly to the main evaluation questions and/or individual sub-questions. The offer and deliverables must be submitted in English.

The provisional timeframe for delivery of the required reports is presented in Table 1 below. In addition, before the end of the contract, the evaluator shall hand out to the Interact all documents and contents developed.

Indicatively, the operational evaluation will take place from the notification of the contract until January 2026. Three phases are planned during this period: inception phase, implementation phase, and final phase.

5.1. Inception phase

- A kick-off/inception meeting is expected to take place shortly after the contract has been signed. At this meeting all relevant elements of the evaluation assignment will be discussed, particularly the evaluation sub-questions, methodological approach and tools, detailed time plan, as well as specific contents of the tasks to be implemented. The kick-off meeting will be attended by representatives of the Interact Managing Authority/Joint Secretariat, Head of Interact offices and relevant managers (quality and evaluation, communication) and interested members of the Interact Monitoring Committee. Given the representation from the Interact side, it is foreseen that the evaluator will use the kick-off meeting as an opportunity to start collecting information as a first input for the evaluation.
- Following the inception meeting, the evaluator will be requested to provide an Inception Report within a month within one month of the entry into force of the contract. This document must state in detail what is expected from this assignment, the points in time at which the different activities will be performed,

and the process through which the evaluation reports will be produced. The Inception Report shall describe among others the following:

- the evaluation questions and sub-questions for each task (listed and elaborated);
- detailed information on the activities that will be carried out, together with deliverables resulting from these activities;
- proposed source of information (including a list of available data to be useful for the evaluation) and data collection procedure;
- detailed work plan of the tasks that will be undergone;
- role and responsibilities of each member of the evaluation team;
- description of the workflows and interactions with the Interact programme bodies;
- expected intermediary and final outputs.

5.2. Implementation phase

- The stage of data collection is planned to run between February and August 2025, where different methods will be applied to source necessary information for the evaluation. Data available at the programme level will be made accessible to the evaluator through dedicated Interact contact persons. This includes documentation and statistical data provided by the Managing Authority/Interact Secretariat and the Interact Quality and Evaluation and Communication Managers, as well as access to information at the level of individual Interact Offices as relevant and needed for the evaluation.
- Regular online coordination meetings with Interact should be foreseen by the evaluators to enable a close exchange on the progress of the work and intermediate results of the evaluation.

5.3. Final phase

- Approximately 2 weeks before submission of the Draft Final Report, a Coordination Meeting will be organised in order to discuss conclusions of the evaluation, how they answer the evaluation questions, and to better steer the evaluator on the feasibility of possible solutions/recommendations deriving from the evaluation.
- The Draft Final Report is expected in due time before the Interact Programme Monitoring Committee meeting. The evaluator is expected to present the report, main findings and recommendations to the Monitoring Committee at this meeting. Any comments and suggestions by the Monitoring Committee shall be incorporated as relevant to the Final Report, to be submitted in July 2025. The final reports should include among others the following:
 - executive summary;
 - evaluation purpose and methodology;
 - findings and conclusions;
 - recommendations, including recommendations for the post 2027 period;
 - proposed follow up measures, if relevant
 - infographics outlining the findings and recommendations.

Table 3: Foreseen provisional timeframe

Phase	Deliverable	Indicative timeline
Inception phase	Signature of contract and start of assignment	December 2024
	Inception meeting (Online)	December 2024
	Inception Report	January 2025
Implementation phase	Data collection	February 2025 – August 2025
	Coordination meetings (Online)	February 2025 – August 2025
Final phase	Coordination meeting (Online)	August 2025
	Draft Final Report	September/October 2025
	Presentation (in-person) of the Draft Final Report, findings and recommendations to the Interact IV Monitoring Committee	November/December 2025
	Final Report	January 2026

Meetings will be organised online with the exception of the final presentation to the Interact Monitoring Committee. In addition to the planned meetings, additional phone/video conference meetings should be foreseen as relevant to communicate on the progress of the assignment. These meetings are in addition to any other meetings required to collect data, as requested by the evaluators according to the evaluation methodology.

6. Annexes

1. Interact IV Programme Evaluation Plan
2. Interact IV Communication Strategy
3. Interact IV Methodology document
4. Interact IV Strategic Implementation Document
5. Interact IV Programming Document

Annex no. 3 of tender documents: Conditions of the Contract

Annex no. 2 of the contract Acceptance Protocol template

ACCEPTANCE PROTOCOL

Pursuant to the Evaluation Contract No. XXXX dated XXXXXXXX (hereinafter referred to as the "Contract")

Evaluator XXXX

hands over

and the Ordering Party **Bratislava Region**, Sabinovská 16, 820 05 Bratislava, ID No.: 36063606

accepts the protocol

for the performance of the subject of the contract **"Operational Evaluation of Interact Programme IV "** in the scope of:

Inception report - 2x printed and 1x electronic version (email or secured shared platform)*

Draft Final Report - 2x print and 1x electronic version (email or secured shared platform)*

Final Report 2x print and 1x electronic version (email or secured shared platform)*

The Customer accepts the subject of the contract without defects* with defects*.

In case of defects, the deadline for the removal of defects is dd.mm.yyyy

	Evaluator contact person	Ordering Party contact person
Date		
Name and surname		
Function		
Signature		

* Strikethrough if not applicable

Annex no. 3 of the contract List of subcontractors.

The undersigned representative of the Evaluator hereby solemnly declares that he/she will participate in the execution of the contract " **Operational Evaluation of Interact Programme IV** "

☐ no subcontractors will be involved and we will carry out the entire Work with our own capacities.

☐ the following subcontractors will be involved:

No.	Subcontractor (business name, registered office of the subcontractor, Company ID No	Details of the person authorised to act on behalf of the subcontractor (name and surname, address of residence, date of birth)	Share of the contract fulfilment in financial terms in EUR (excl. VAT)	Percentage of the contract fulfilment of the total volume of services provided (in %)	Subject of subcontracts
1					
2					
3					

Place and date

.....
xxxxxxx