

## **CALL FOR TENDERS EJL PROJECT**

### **Organization**

Chambre nationale des huissiers de justice/ French National Chamber of Judicial Officers  
« CNHJ » (coordinator of the EJL project, acting on behalf and for the members of the  
EJL consortium)  
44 rue de Douai  
75009 Paris  
France

### **Purpose of the competitive tenders**

Provision of storyboarding and media training modules in e-Learning on behalf of the  
French National Chamber of Judicial Officers (as coordinator of the project), in the context  
of the EJL (European Judicial officers' e-learning) European project.

### **Submission of applications**

Deadline for receipt of applications: **15 March 2014**

### **Contact :**

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## **1. Context of the call for tenders**

### **Implementation of the EJL European project**

The call for tenders deals with the **storyboarding and the mediatization of e-learning training modules** within the context of EJL project (European judicial officers' e-learning), project co-funded by the European Union for a period of two years (January 2013 - January 2015).

The members of the EJL consortium are the following structures:

- *Associazione Ufficiali Giudiziari in Europa* (representative body of judicial officers in Italy)
- National Chamber of Judicial Officers of Belgium (CNHB)
- National Chamber of Judicial Officers of France (CNHJ)
- National Chamber of Judicial Officers of the Grand Duchy of Luxembourg
- *Krajowa Rada Komornicza* (representative body of judicial officers in Poland)
- The French National School of Procedure

With the support of the French National School of Judges.

EJL project aims to build interactive e-learning distance modules, which will be accessible to all European judicial officers (including those from countries which are not partners of the EJL project).

The modules will focus on the European instruments useful in their daily practice, i.e.:

1. A general introduction on the European private judicial law,
2. Five interactive modules on the following themes:
  - Service of documents in Europe (Rule 1393/2007)<sup>1</sup>
  - European bank accounts preservation order
  - Enforcement of court decisions (regulations Brussels I, European enforcement order)<sup>2</sup>
  - European payment order / Small claims<sup>3</sup>
  - Cooperation of family law (regulations Brussels II bis; Maintenance obligations<sup>4</sup>).

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1 Regulation (EC) n°1393/2007 *on the service in the Member States of judicial and extrajudicial documents in civil or commercial matters.*

2 Regulation (EC) n°805/2004 *of the European parliament and council of the 21st of April 2004, on the creation of a European Enforcement Order for uncontested claims.*

3 Regulation (EC) n°1896/2006 *of the European Parliament and of the Council of the 12th of December 2006 creating a European order for payment procedure.*

4 Regulation (EC) n°4/2009 *of the Council of the 18th of December 2008 on jurisdiction, applicable law, recognition and enforcement of decisions and cooperation in matters relating to maintenance obligations.*

More specifically, each module will be divided in two parts:

- **A general part**, translated in all the European languages<sup>5</sup>, on European instruments that directly concern the judicial officers' practice;
- **A specific part**, only available in the languages of the partnership (English, French, Italian, Dutch and Polish), about the practical application of those European instruments, at the National level, in each Member state of EJM consortium.

These theoretical and practical training modules should be available to all judicial officers of the European Union, no later than the end of 2014, via a secured platform of mobile learning.

Teaching modules should be available "off-line" and could be updated by the authors. The device should incorporate a web-based solution for managing the subtitling of videos by the authors.

The EJM consortium, in charge of the content of teaching modules, will request the support of only one e-learning provider for the implementation of the interactive modules, to ensure the coherence of the deliverables.

## **2. Purpose of the call for tenders**

The purpose of the call for tenders is to select the provider who will be able to perform, at the request of the EJM consortium and within the requested deadline (final delivery on 31 December 2014 at the latest), the following service:

Storyboarding, mediatization, uploading of 5 modules of the EJM platform, each module being implemented:

- **in twenty-two languages of the European Union (general part)**
- **in five languages of the consortium members<sup>6</sup> (specific part)**

based on the training contents and synopsis provided by the EJM consortium.

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<sup>5</sup> Either German, English, Danish, Spanish, French, Finnish, Greek, Italian, Dutch, Portuguese, Swedish, Estonian, Hungarian, Maltese, Latvian, Lithuanian, Polish, Czech, Slovak, Slovenian, Bulgarian and Romanian.

<sup>6</sup> English, French, Italian, Dutch and Polish.

The E JL platform will be potentially accessible by all the judicial officers of the European Union (i.e. about 15,000 people maximum, with approximately 10% of simultaneous connections) with login / password.

Tools for managing the registrations (general part / specific part) and online payment of training courses should be integrated in the E JL platform. A solution of online catalog and shopping should be offered in an integrated manner to the proposed software, and not through the articulation of a training solution with an e-commerce third solution, and in order to give priority to teaching logic instead of commercial logic.

The device should integrate video, following a logical of streaming video, to protect the consortium against theft of content.

### **3. General description of the mission**

As previously mentioned, the mission of the provider will consist in:

Storyboarding, mediatizing, and uploading via a dedicated platform, five e-Learning modules based on teaching content and synopsis provided by E JL consortium:

- by using appropriate technologies and medias (HTML5, CSS3),
- by respecting the norms and standards in this field,
- by developing a dedicated access platform, for the storage and retrieval of E JL training modules,
- by providing e-learning teaching materials adapted to teaching methods,
- by allowing the consultation of the modules offline in the browser (technology AppCache),
- by working either on tablets, PCs and phones (responsive design).

It would be important to translate the teaching intentions of the E JL consortium into multimedia tools, using supports and medias tailored to the teaching contents, in the context of the European project, and of course taking into account the profile of the targeted users (Judicial officers of the European Union in exercise or candidates to the profession), who are not necessarily familiar and regular users of new technologies.

Teaching contents and functional interactions should be provided in open formats (html, open office, mp4...) in order to allow their modification in an unlimited future, regardless the tool that should be used to proceed to the modification.

The provider must give the sources of the content. Sources provided will be documented to facilitate their exploitation regardless the provider including the updated contents.

The provider will also have to ensure the duly respect of European communications rules by putting on each designed module and tools available to the user (video and other

multimedia formats) the European references and mandatory logos. Logos and mentions should also be given to the claimant by the CNHJ.

#### **4. Specific technical terms relating to the provision**

##### ***4.1. Information about the modules***

These training modules should be built in accordance with the logic "problem-based learning", namely a situation of the learner and legal explanations in the continuation of answers.

##### ***4.2. Involvement of the CNHJ human resources for the completion of the mission***

###### **Human resources**

For the implementation of his mission, the sole provider will be in direct contact with the project coordinator (who will provide the training content) and the IT Director of the CNHJ (which will oversee the development of the platform within the deadlines) during all the duration of the mission including the translation period of these modules in different languages.

The provider should be available to the EJM coordinator project and IT director of the CNHJ, located in Paris, and make regular reporting, clear and effective on the work in progress on the modules.

Any subcontracting is strictly forbidden for this project.

The law is a matter of language and precision. In the context of international cooperation, the use of English is required, and should be not approximate. For this reason, the head of the service provider should show a good knowledge of English (equivalent to *Cambridge Proficiency level*).

###### **Teaching resources**

The teaching content should be provided to the service provider in all languages of the project (written supports and chapters) together with the synopsis of each module detailing the number of teaching unit, sequences, the corresponding learning goals, types of mediatization tools requested.

#### **5. Terms of the call for tenders**

##### **5.1. Status of the service provider**

The contract will be concluded with a sole provider, for a period from March 2014 to December 2014, and in any case no later than December 31<sup>st</sup>, closing date of the EU funding.

### ***5.2. Documents to be provided by the candidate***

The tenders should include the following details:

- the detail of the offered services ;
- the organization set up for the implementation of the service including the selected methodology;
- The curriculum vitae of the head of the project and the members of the team of the service provider, specifying their missions in the performance of the service, their experiences and their skills in writing and mediatization of e-learning modules in legal field.

### ***5.3. Conditions of sending or submitting the tenders***

The deadline for receipt of the applications is **March 15th, 2014**.

The tenders should be sent by email before the date mentioned hereabove. The date of receipt of the email prevails.

Email: [\*\*ejl@huissier-justice.fr\*\*](mailto:ejl@huissier-justice.fr)

The email should mention as subject: «**Selection of an e-Learning provider** ».

### ***5.4. Tender Selection***

Tenders that do not comply with the provisions of the present tender specifications will be rejected. Moreover they will be studied according to the following criteria:

- the quality of the offer in terms of skills and planned methodology
- the details of the costs of the service
- the timetable for the implementation of the service

The contract will be awarded to the tender offering best value for money.

Thus, the choice of the co-contractor will observe the principles of transparency and equal treatment of potential contractors and avoid any conflict of interests.

### ***5.5. Request for details***

Contact to get more information:

Céline Brébion

email : [cnhj.brebion@huissier-justice.fr](mailto:cnhj.brebion@huissier-justice.fr)

### ***5.6. Contractual Document***

Following the selection of the service provider, detailed specifications will be written by the EJL consortium and submitted for approval to the provider.

This document signed by the 2 parties will be the unique agreement binding between the CNHJ (on behalf of EJL consortium) and the provider during all the duration of the project.

## **6. Conditions for the achievement of the service**

### ***6.1. Performance of the service***

The selected provider will undertake to comply with all the provisions of the present document. He could not modify its content.

The selected provider should achieve the service within the deadlines mentioned by the EJL consortium, respecting the following imperatives and deliverables:

- **Delivery, *a minima*, of 5 e-Learning modules in French, uploaded on the EJL platform, not later than 30 June 2014.**
- **Delivery of all modules, in the 5 languages of the partnership, uploaded on the EJL platform, not later than 30 September 2014**
- **Delivery of all modules, translated into all languages, uploaded on the EJL platform, not later than 31 October 2014.**
- **The period from the 1 July 2014 to 30 November 2014 will be a period of test and evaluation of the e-learning modules with judicial officers, partners of EJL project.**

### ***6.2. Right of retention of the EJL consortium***

Tests will be organized by all members of EJL consortium whom, during this period, will have the right to ask the provider to proceed to changes on the delivered modules, following comments made by the EJL partners and users.

It is therefore up to the provider to organize various committees for the evaluation and validation of delivered modules, taking into account all these dates and requirements.

### ***6.3. Price conditions***

The financial offer must be detailed, given that the total amount of the service cannot exceed the amount of **110,000 €** (conception and development of interactive e-learning modules) which should be added the costs of maintenance, for a maximum amount of **30,000€**.

### ***6.4. Terms of payment and invoicing***

This service will be completed no later than **31 December 2014**.

As an indication, the service should start during the week of **24 March 2014**.

### ***6.5. Deadlines and procedures for payment***

The payment of the service will be based on French accounting rules.

### **Time and terms of payment**

Payment is made to the service rendered in view of the invoice issued and detailed by the contract holder containing the price conditions approved by the sponsor, it may be split according to the advanced state of the services provided (to each full module).

The invoice will be sent to the following address:

Name : **Chambre nationale des huissiers de justice – Projet EJJ**

Address : **44, rue de Douai, 75009 Paris**

### **Competent jurisdiction**

In case of dispute concerning the execution of this contract, the French law is applicable and the court of the head office of the contract holder is competent.

### ***6.6. Privacy and terms of use***

The contract holder and all persons working for this service is bound by professional secrecy and the obligation of discretion with regard to all facts, information and decisions which came to his knowledge during the works. It is especially forbidden any written or oral communication on these topics and any delivery of documents to third parties without the prior consent of the partner.

The owner renounces to publish, reproduce, translate or put on the market, elements that he or she assigned the rights, he or she is only allowed to state in their professional credentials the existence and concise content of the service provided.

The partner shall retain all rights he or she holds on items available to the Contractor for the performance needs of this contract.

