



### Terms of reference

**ECPM (Together Against the Death Penalty)**

**is recruiting a consultant to update a best practice manual for lawyers who represent people facing the death penalty**

Since 2000, ECPM (Together Against the Death Penalty), has been fighting against capital punishment around the world by uniting and mobilizing abolitionist forces around the world. ECPM advocates in international fora, educates, informs and raises awareness. ECPM builds the capacity of abolitionist actors and works with them at the local level.

Within the framework of a project led by ECPM, “Together against the death penalty in Central Africa and Southeast Asia”, ECPM and its local partners are seeking to update a manual for lawyers “Representing Individuals Facing the Death Penalty: A Best Practices Manual” written by Death Penalty Worldwide in 2013. Through the years, this manual has been adapted into several legal contexts in order to be used by a greater number of lawyers.

ECPM partners in Southeast Asia, Anti-Death Penalty Asia Network (ADPAN) in Malaysia, KontraS in Indonesia and the Capital Punishment Justice Project (CPJP) in Australia have expressed the need for the manual to be adapted to both Malaysian and Indonesian contexts.

#### Missions

On the basis of the manual “Representing Individuals Facing the Death Penalty: A Best Practices Manual” written by Death Penalty Worldwide in 2013: the manual aims to provide lawyers with legal arguments and strategic guidance in their representation of individuals facing the death penalty around the world. It sets forth the best practices in the defense of capital cases, based on the experiences of advocates around the world, international human rights principles, and the jurisprudence of both national courts and international tribunals. The manual was written on the basis of experiences in Common Law countries, but was adapted to different contexts, notably to Civil law countries in Africa (released in 2021).

The consultant will be responsible for adapting both versions to the Malaysian legal system (common law) and Indonesian legal system (Civil law).

In this context, we are expecting from the consultant to carry out research work on both Malaysian and Indonesian legal systems in order to create two manuals suitable to both local legal contexts and illustrate them with examples specific to legal procedures, representation of people facing the death penalty in both countries, as per the manual structure. The manual won't be modified but adapted to both legal systems.

#### The Manual

Manual is comprised of 115 pages, 12 chapters

**Delivery date:** 21 February 2023 – (5 months after the beginning of the contract)

## **Profile of the candidate**

### **Experience:**

Holder of a Master's degree in law, in particular criminal law (international human rights would also be an asset) with knowledge of both Malaysian and Indonesian legal systems.

### **Professional experience:**

- Minimum of 3 to 5 years' experience in legal or paralegal work
- Experience in legal research
- Knowledge of international law and human rights.
- Experience in representing people facing the death penalty would be an asset

### **Required skills:**

- Fluency in English, both written and spoken
- Very good oral and written communication skills
- Knowledge of issues relating to the death penalty in Malaysia and Indonesia would be desirable.
- Knowledge of the most common Microsoft Office software (Word and Excel)
- Stress management, flexibility, autonomy, diplomacy

### **Conditions:**

Candidate should be based in Southeast Asia or Australia.

Documents to be sent under the reference "Consultant\_Lawyers' manual", **before 30 August 2022**. (cf. "**Application**")

Contact: only by email to the following addresses [mperez@ecpm.org](mailto:mperez@ecpm.org) and [adubarle@ecpm.org](mailto:adubarle@ecpm.org)

## **Modalities**

The legal relationship between ECPM and the consultant will be established on the basis of a fee contract. This contract will set the specific terms of the consultancy. The payment will be made on invoice basis.

**Consultancy fees:** EUR 4,000.00 all tax inclusive

### **Schedule:**

Application deadline: 30 August 2022

Shortlist: 9 September 2022

Interview: week of 12 September 2022

Expected to start on 21 September 2022

Delivery date: 21 February 2023

## **Application**

Your application should include the following documents:

- CV,
- 3 excerpts of articles, if possible in the field of human rights,
- 3 references,
- Signed Statement of integrity

**Please send your application and supporting documents before 30 August 2022 to [mperez@ecpm.org](mailto:mperez@ecpm.org) and [adubarle@ecpm.org](mailto:adubarle@ecpm.org) with the following email subject: "Consultant\_Lawyers' manual".**



## APPENDIX 1 TO THE REQUEST OF EXPRESSION OF INTEREST

(To be signed by the candidate, unamended)

### Statement of Integrity, Eligibility and Environmental and Social Responsibility

Reference name of the bid or proposal \_\_\_\_\_ (the "Contract")

To: \_\_\_\_\_ (the "Contracting Authority")

1. We recognise and accept that *Agence Française de Développement ("AFD")* and the European Union ("UE") only finance projects of the Contracting Authority subject to its own conditions which are set out in the Financing Agreement which benefits directly or indirectly to the Contracting Authority. As a matter of consequence, no legal relationship exists between both AFD and the UE and our company, our joint venture or our suppliers, contractors, subcontractors, consultants or subconsultants. The Contracting Authority retains exclusive responsibility for the preparation and implementation of the procurement process and performance of the contract. The Contracting Authority means the Purchaser, the Employer, the Client, as the case may be, for the procurement of goods, works, plants, consulting services or non-consulting services.
2. We hereby certify that neither we nor any other member of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations:
  - 2.1 Being bankrupt, wound up or ceasing our activities, having our activities administered by the courts, having entered into receivership, reorganisation or being in any analogous situation arising from any similar procedure;
  - 2.2 Having been:
    - a) convicted, within the past five years by a court decision, which has the force of *res judicata* in the country where the Contract is implemented, of fraud, corruption or of any other offense committed during a procurement process or performance of a contract (in the event of such conviction, you may attach to this Statement of Integrity supporting information showing that this conviction is not relevant in the context of this Contract);
    - b) subject to an administrative sanction within the past five years by the European Union or by the competent authorities of the country where we are constituted, for fraud, corruption or for any other offense committed during a procurement process or performance of a contract (in the event of such sanction, you may attach to this Statement of Integrity supporting information showing that this sanction is not relevant in the context of this Contract);
    - c) convicted, within the past five years by a court decision, which has the force of *res judicata*, of fraud, corruption or of any other offense committed during the procurement process or performance of an AFD/EU-financed contract;
  - 2.3 Being listed for financial sanctions by the United Nations, the European Union and/or France for the purposes of fight-against-terrorist financing or threat to international peace and security;
  - 2.4 Having been subject within the past five years to a contract termination fully settled against us for significant or persistent failure to comply with our contractual obligations during contract performance, unless this termination was challenged and dispute resolution is still pending or has not confirmed a full settlement against us;

- 2.5 Not having fulfilled our fiscal obligations regarding payments of taxes in accordance with the legal provisions of either the country where we are constituted or the Contracting Authority's country;
- 2.6 Being subject to an exclusion decision of the World Bank and being listed on the website <http://www.worldbank.org/debarr> (in the event of such exclusion, you may attach to this Statement of Integrity supporting information showing that this exclusion is not relevant in the context of this Contract);
- 2.7 Having created false documents or committed misrepresentation in documentation requested by the Contracting Authority as part of the procurement process of this Contract.
3. We hereby certify that neither we, nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants are in any of the following situations of conflict of interest:
- 3.1 Being an affiliate controlled by the Contracting Authority or a shareholder controlling the Contracting Authority, unless the stemming conflict of interest has been brought to the attention of AFD and the UE and resolved to their satisfaction;
  - 3.2 Having a business or family relationship with a Contracting Authority's staff involved in the procurement process or the supervision of the resulting Contract, unless the stemming conflict of interest has been brought to the attention of AFD and the EU and resolved to their satisfaction;
  - 3.3 Being controlled by or controlling another bidder or consultant, or being under common control with another bidder or consultant, or receiving from or granting subsidies directly or indirectly to another bidder or consultant, having the same legal representative as another bidder or consultant, maintaining direct or indirect contacts with another bidder or consultant which allows us to have or give access to information contained in the respective applications, bids or proposals, influencing them or influencing decisions of the Contracting Authority;
  - 3.4 Being engaged in a consulting services activity, which, by its nature, may be in conflict with the assignments that we would carry out for the Contracting Authority;
  - 3.5 In the case of procurement of goods, works or plants:
    - a) Having prepared or having been associated with a consultant who prepared specifications, drawings, calculations and other documentation to be used in the procurement process of this Contract;
    - b) Having been recruited (or being proposed to be recruited) ourselves or any of our affiliates, to carry out works supervision or inspection for this Contract.
4. If we are a state-owned entity, and to compete in a procurement process, we certify that we have legal and financial autonomy and that we operate under commercial laws and regulations.
5. We undertake to bring to the attention of the Contracting Authority, which will inform AFD and the EU, any change in situation with regard to points 2 to 4 here above.
6. In the context of the procurement process and performance of the corresponding contract:
- 6.1 We have not and we will not engage in any dishonest conduct (act or omission) deliberately intended to deceive others, to intentionally conceal items, to violate or vitiate someone's consent, to make them circumvent legal or regulatory requirements and/or to violate their internal rules in order to obtain illegitimate profit;
  - 6.2 We have not and we will not engage in any dishonest conduct (act or omission) contrary to our legal or regulatory obligations or our internal rules in order to obtain illegitimate profit;
  - 6.3 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to (i) any Person who holds a legislative, executive, administrative or judicial mandate within the State of the Contracting Authority regardless of whether that Person was nominated or elected, regardless of the permanent or temporary, paid or unpaid nature of the position and regardless of the hierarchical level the Person occupies, (ii) any other Person who performs a public function, including for a State institution or a State-owned company, or who provides a public service, or (iii) any other person defined as a Public Officer by the national laws of the Contracting Authority's country, an undue advantage of any kind, for himself or for another Person or entity, for such Public Officer to act or refrain from acting in his official capacity;
  - 6.4 We have not promised, offered or given and we will not promise, offer or give, directly or indirectly to any Person who occupies an executive position in a private sector entity or

- works for such an entity, regardless of the nature of his/her capacity, any undue advantage of any kind, for himself or another Person or entity for such Person to perform or refrain from performing any act in breach of its legal, contractual or professional obligations;
- 6.5 We have not and we will not engage in any practice likely to influence the contract award process to the detriment of the Contracting Authority and, in particular, in any anti-competitive practice having for object or for effect to prevent, restrict or distort competition, namely by limiting access to the market or the free exercise of competition by other undertakings;
- 6.6 Neither we nor any of the members of our joint venture or any of our suppliers, contractors, subcontractors, consultants or subconsultants shall acquire or supply any equipment nor operate in any sectors under an embargo of the United Nations, the European Union or France;
- 6.7 We commit ourselves to comply with and ensure that all of our suppliers, contractors, subcontractors, consultants or subconsultants comply with international environmental and labour standards, consistent with laws and regulations applicable in the country of implementation of the Contract, including the fundamental conventions of the International Labour Organisation (ILO) and international environmental treaties. Moreover, we shall implement environmental and social risks mitigation measures when specified in the environmental and social commitment plan (ESCP) provided by the Contracting Authority.
7. We, as well as members of our joint venture and our suppliers, contractors, subcontractors, consultants or subconsultants authorise AFD and the EU to inspect accounts, records and other documents relating to the procurement process and performance of the contract and to have them audited by auditors appointed by AFD and the EU.

Name: \_\_\_\_\_ In the capacity of: \_\_\_\_\_

Duly empowered to sign in the name and on behalf of<sup>1</sup>: \_\_\_\_\_

Signature: \_\_\_\_\_

Date

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<sup>1</sup> In case of joint venture, insert the name of the joint venture. The person who will sign the application, bid or proposal on behalf of the applicant, bidder or consultant shall attach a power of attorney from the applicant, bidder or consultant.

