

PUBLIC CONTRACT

SPECIAL SPECIFICATIONS

Purchasing consortium

FranceAgriMer

(Etablissement National des produits de l'agriculture et de la mer)

12, rue Henri Rol-Tanguy - TSA 20002 - 93555 Montreuil Cedex

And

ANICAP

(Association Nationale Interprofessionnelle Caprine)

42, rue de Châteaudun - 75314 Paris Cedex 09

Purpose of the contract:

Provision of data on German household purchases of goat's cheese

Established in accordance with the provisions of Order No. 2018-1074 of 26 November 2018 and Decree No. 2018-1075 of 3 December 2018 relating to the French Public Procurement Code

Consultation according to the procedure adapted pursuant to Articles L.2120-1-2, L.2123-1-1 and R.2123-1-1. of the French Public Procurement Code (CCpublique)

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INTRODUCTION

A purchasing consortium has been set up between FranceAgriMer (Etablissement national des produits de l’agriculture et de la mer) and ANICAP (Association Nationale Interprofessionnelle Caprine) for the awarding of a public contract for the supply of data relating to purchases of goat’s cheese by German households.

The purchasing consortium agreement entered between FranceAgriMer and ANICAP was signed on 25 November 2024.

FranceAgriMer and ANICAP are jointly and severally responsible for the contract awarding or performance operations that are conducted jointly in their name and on their behalf with regard to assessment of the need, bids analysis and ensuring proper performance of the contract.

FranceAgriMer, the appointed coordinator, is responsible on behalf of the purchasing consortium for the organisation of the operations associated with the launch of the competitive bidding procedure and the signature and notification of the contract. It is also responsible for the administrative performance of the contract, in particular:

- management of any subcontractors
- management of any penalties
- processing of any requests from the contract holder
- execution of any addenda
- management of any disputes that could arise during performance of the contract.

I – ADMINISTRATIVE CLAUSES

Article 1: Purpose of the contract

This contract concerns the supply of data relating to purchases of goat’s cheese by German households.

Article 2: Contracting parties

The contracting parties of this contract are as follows:

The members of the purchasing consortium:

- FranceAgriMer, Établissement national des produits de l’agriculture et de la mer, whose registered address is at 12 rue Henri Rol-Tanguy, 93555 Montreuil, represented by its Managing Director.
- ANICAP (Association Nationale Interprofessionnelle Caprine), whose registered address is at 42, rue de Châteaudun - 75314 Paris Cedex 09, represented by its chairman.

The purchasing consortium shall inform the contract holder, as soon as the contract is notified, of the individual(s) who will be the qualified representatives and preferred contacts of the contract holder for the purposes of performance of the contract.

The service provider:

Referred to as “the contract holder” or “the service provider” in this document, it is the one who will have concluded the contract with the purchasing consortium.

The contract holder appoints one or more individuals authorised to represent it vis-à-vis the purchasing consortium. This or these representatives are deemed to have sufficient powers to take, within the time limits required or allowed by this contract, upon notification of their name to the order group, the necessary decisions binding the holder.

The contract holder also has an obligation to notify the purchasing consortium immediately of any modifications made during the contract relating to significant changes in the operation of the company that may affect performance of the contract and in particular:

- the persons with authority to engage it,
- the legal form under which it carries out its activity,
- its company name,
- its address or registered address,
- the information that it has provided for acceptance of a subcontractor and the approval of its payment terms.

Article 3: Procedure for awarding the contract.

The contract is entered into in accordance with the appropriate procedure anticipated by Articles L.2123-1-1, R.2123-1-1 and R.2123-4 of the French Public Procurement Code (*Code de la commande publique*).

Article 4: Allotment

The contract is not divided into lots.

Article 5: Relations between the purchasing consortium and the contract holder

“Notification” is the action consisting of passing on information to the contracting parties or notifying them of a decision.

Any notification of a decision or communication will be addressed to the contract holder by FranceAgriMer in the name of the members of the purchasing consortium, except for those relating to payment for the services, which will be sent directly to the contract holder by each of the members of the purchasing consortium.

All notifications are brought to the attention of the contracting parties by any means (including electronic means). In any event, the means used must enable the date of receipt of the decision or the information to be determined with certainty.

Article 6: Duration of the contract

This contract shall take effect from the date of its notification.

It is entered into for a term up to 31 March 2027, i.e. up to 30 November 2025 for the fixed tranche (Year-to-date and moving year-to-date data as of June as well as annual data for the period 2018 to 2024), up to 31 March 2026 for optional tranche 1 (Year-to-date and moving year-to-date data as of June as well as annual data for the period 2018 to 2025) and up to 31 March 2027 for optional tranche 2 (Year-to-date and moving year-to-date data as of June as well as annual data for the period 2018 to 2026).

Article 7: Contractual documents

The contractual documents for the contract are as follows, in decreasing order of priority:

- the Contract Agreement, completed and signed at the time the contract is awarded, plus any appendices, in the version resulting from the latest modifications, if any, in the form of addenda,
- the financial annex,
- these Special Specifications and their appendix with, in part I, the administrative clauses and, in part II, the expected technical clauses,
- special subcontracting documents and any addenda, after notification of the contract,
- the contract holder's technical proposal presenting in detail the conditions for performance of the services covered by the contract.

Only the documents held by the purchasing consortium shall prevail.

Article 8: Contract budget

Without prejudice to the updating of the prices (see 9.3 of these special specifications), the maximum budget allocated to the contract is €78,000 including tax, distributed as follows:

- Fixed tranche: €26,000 including tax
- Optional tranche 1: €26,000 including tax
- Optional tranche 2: €26,000 including tax

Each member of the purchasing consortium undertakes, each within its own purview, to perform the contract up to its participation fixed as follows:

FranceAgriMer	50% of the amount of the firm tranche and each optional tranche in the event of consolidation
ANICAP	50% of the amount of the firm tranche and each optional tranche in the event of consolidation



Article 9. Conditions for performance of services

9.1 Conditions for execution of the tranches

The contract is made up of a fixed tranche (FT) and two optional tranches (T01, T02). The purchasing consortium is only committed to the fixed tranche. However, the contract holder's commitment concerns all the contract tranches.

Unless indicated otherwise, all the conditions laid down in this document apply to the fixed tranche and to the optional tranche.

9.2 Triggering of tranches

Fixed tranche:

The fixed tranche starts on the date of notification of the contract. It covers data from 2018 to 2024.

Optional tranches:

Each of the optional tranches is subject to the contract holder being notified of the unilateral decision of the purchasing consortium to firm them up, via the transmission of a service order issued no later than 30 November 2025 for T01 and 31 March 2026 for T02. After these dates, unless agreed otherwise by the contract holder, or if the purchasing consortium expressly waives performance of an optional tranche, the contract holder will be released of any commitment relating to the services of the optional tranche concerned.

A delay in the firming up of one or both optional tranches or a failure to firm them up shall not entitle the contract holder to any compensation.

As far as T01 has not been firming up, the contract holder is released from any commitments concerning the services of T02.

The service order firming up an optional tranche shall include at least the following information:

- The date and number of the service order,
- The name of the recipient of the service order,
- A reminder of the contract identification,
- The description of the optional tranche in question and the associated service,
- The price exclusive of tax and the total price inclusive of tax.

Article 10: Contract price conditions

10.1 Nature of the price

The contract price is in euros. The price is taken from the service provider's proposal and fixed in the contract agreement completed and signed by the chosen service provider. The price is fixed, firm and updatable.

10.2 Content of the price

The price is deemed to have been established based on the economic conditions in the month the bids were submitted.

The price is deemed to include all the tax or other charges on the services covered by the contract and all other expenses, in particular:



- All the expenses and taxes arising from compliance with the contract holder's legal and contractual obligations,
- The coordination costs if co-contractors or subcontractors are used, as well as the consequences of their failure,
- The margins for risks, including those related, where appropriate, to exchange rate fluctuations, and margins for beneficiaries of the contract holder and, where applicable, of the co-contractor or the subcontractor, but also all costs or indemnities relating to failure of one or the other.

In general, the price shall include all the costs and expenses necessary for performance of the services (including travel costs, administration costs, telephone and internet expenses, costs of correcting deliverables at the request of the order group, etc.).

The VAT rate in force will be applied to the price exclusive of tax given in the contract agreement. In the event of a foreign service provider in the intracommunity zone, the price offered is not indicated as inclusive of taxes and does not show the VAT in that it is the responsibility of the purchasing consortium to settle the corresponding amount of VAT directly according to the rate in force in France.

10.3 Price updating

In accordance with Article R.2112-11 of the French Public Procurement Code, the price for each tranche can be updated provided that a period of more than three months has passed between the date on which the service provider set its price in the bid and the start date for performance of the services in the tranche in question.

The price of the contract will be updated with each decision to firm up an optional tranche according to the following formula:

$$P = P0 \times S1/S0$$

P =	Revised price of the tranche in question
P0 =	Initial price for the tranche in question
S1 =	Value of the Syntec index on the date three months before the start date for performance of the services
So =	Value of the Syntec index on the date of the bid submission deadline (July 2025)

Article 11: Obligations

11.1 Obligations of the Consortium

The consortium undertakes to provide the contractor with all the information at its disposal that is useful for the proper performance of the contract.

11.2 Obligations of the contract holder

The contract holder undertakes to perform, in accordance with the applicable rules, the services described in these special specifications.

To this end, it will:

- perform the services diligently and with the level of professional competence required by the contract services and dedicate the means necessary for proper performance of the contract by the deadlines set.
- immediately notify the purchasing consortium of any delays or difficulties encountered in performance of this contract.
- indicate the exact sources of any data and expert opinions given.
- add any qualitative comments as soon as it increases the capacity to compare the information.
- submit all the figures as soon as there are several for the same data.

11.3 Compliance with regulations

The contract holder exercises control over the work of its personnel and fulfils all the obligations incumbent on it in its capacity as an employer. The contract holder's personnel remain under its authority and responsibility.

It must comply with the laws and rules relating to the protection of the workforce and working conditions, as well as the provisions of the eight fundamental conventions of the International Labour Organization ratified by France.

Every 6 months from notification of the contract and up until the end of performance of the contract, the contract holder shall provide the coordinator of the purchasing consortium with the documents mentioned in Articles D.8222-5 or D.8222-7 of the French Labour Code.

If these documents are not provided spontaneously, or if a link enabling them to be downloaded free of charge is not provided, the contract holder will be given formal notice to comply within 30 days.

If, within the context of the whistleblowing system provided for in Article L.8222-6 of the French Labour Code, an inspecting officer informs the purchasing consortium of the contract holder's irregular situation with regard to the formalities of Articles L.8221-3 and L.8221-5 of the French Labour Code, it shall order the contract holder to put an end to the situation.

The contract holder has a period of 2 months from the formal notice to provide evidence that it has sorted out its situation. Otherwise, the contract can be terminated for the risk and account of the contract holder without it being able to claim compensation.

11.4 Co-contracting

The rules relating to co-contracting are laid down by Articles R.2142-19 to R.2142-27 of the French Public Procurement Code.

11.5 Subcontracting

The contract holder may only subcontract performance of the contract services if it has obtained from the purchasing consortium the acceptance of each subcontract and the approval of its payment terms under the conditions of Articles L.2193-1 to L.2193-12 and R.2193-1 to R.2193-16 of the French Public Procurement Code.

If the subcontractor is presented when the bid is submitted, notification of the contract implies acceptance of the subcontractor and approval of the payment terms.

After the tender has been submitted, the subcontractor's file must be handed to the consortium against a receipt or sent by registered post with acknowledgement of receipt.

In the event of subcontracting, the contract holder shall remain solely responsible for the performance of the subcontracted parts. In this respect, subcontractors' failures to comply with their commitments or cessation of activity will be treated as failures on the part of the contract holder.

The obligations incumbent on the contract holder under the present contract apply automatically to the subcontractors. The contract holder undertakes to inform them of these obligations.

The penalty provided for in article 16.2 of the special specifications may be applied if the request for approval and acceptance of a subcontractor remains unsuccessful.

Article 12: Confidentiality

The contract holder and the purchasing consortium who, during performance of the contract, learn of information or receive communication of documents or information of any kind, indicated as being confidential, have an obligation to take the necessary measures to avoid this information and these documents being disclosed to third parties who do not need to know it.

Appendix 1 to this document presents the provisions that the parties to the contract must comply with in terms of the regulations in force applicable to the processing of personal data and particularly the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 applicable from 25 May 2018.

The contract holder must notify its subcontractors of the confidentiality obligations incumbent on it for performance of the contract. It must ensure that its subcontractors comply with these obligations.

This obligation of confidentiality does not cover information, documents, or elements already accessible to the public at the time they are brought to the attention of the parties to the contract.

In the event of failure by the contract holder to comply with this confidentiality obligation, the termination clause provided for by this document in Article 21 of the special specifications shall be invoked.

Article 13: Intellectual property clauses

The clauses relating to intellectual property are described in Appendix 2 of this SCC.

Article 14: Control of the correct execution of services

The contract holder is required to inform the consortium, in particular at meetings of the steering committee, of the progress of the services and of any difficulties encountered.

The deliverables delivered by the contract holder shall undergo quantitative and qualitative checks to ensure that they comply with the provisions laid down in these special specifications.

A steering committee will be set up to monitor the study and ensure that the contract is properly carried out.

The service is considered to be satisfactory and validated except where stipulated in writing by the purchasing consortium notified to the contract holder no later than twenty working days after receipt of the deliverables.

If the checks prove unsatisfactory (non-compliance with the contract specifications, unrealistic data findings), the purchasing consortium may declare:

- an adjournment decision, inviting the contract holder to present the deliverable in question again within a mutually agreed deadline. If the contract holder refuses or remains silent, the purchasing consortium declares acceptance with a reduction proportional to the corrections and adaptations not considered, or a rejection decision,
- a reduction decision proportional to the corrections and adaptations not considered,
- a rejection decision.

The reduction or rejection decisions are made after summoning and hearing the contract holder. Receipt of the last data delivery constitutes acceptance of all services.

Article 15: Payment terms

15.1 Advance

The contract does not provide for the payment of an advance.

15.2 Payment schedule

For each contract tranche and without prejudice to the right to an advance below, payment will be made on completion of the delivery of the results.

- **Instalments rights**

As provided for by Articles L.2191-4 and R.2191-20 to R.2191-22 of the French Public Procurement Code, the contract services that gave rise to commencement of performance of the contract confer rights to an advance.

The frequency for payment of advances is fixed at 3 months. This frequency can be reduced to 1 month when the contract holder is a small or medium-sized enterprise or a trader within the meaning of Article R.2151-13 of the French Public Procurement Code or on request from the contract holder. The

amount of the advance will be calculated on a pro rata basis to the services performed based on a progress report for the services and/or deliverables completed by the contract holder.

The amount invoiced should comply with the services performed as indicated by the breakdown of the total, lump-sum price produced by the contract holder in support of the payment request.

The purchasing consortium accepts or corrects the invoice. It potentially supplements it by including the advance to be repaid, the reductions or the penalties imposed. It decides on the amount of the sum to be paid and, if it is different from the amount that appears in the payment request, it notifies it by order to the contract holder.

- **Balance payment**

The balance of the amount for the services is paid on validation by the purchasing consortium of all the deliverables required in Article 25 of this document.

15.3 Invoicing

The payment procedure shall only start on presentation of an invoice.

Invoices should be in euros.

Subcontractors will be paid under the conditions provided for in Articles R.2193-10 to R.2193-16 of the French Public Procurement Code.

FranceAgriMer

In accordance with Articles L.2192-1 to L.2192-7 and R.2192-3 of the French Public Procurement Code, the contract holder is bound by the obligation to send invoices intended for the State and for public establishments in electronic form.

The contract holder must therefore send its invoice(s) via **Chorus Portail Pro**. They correspond to **50% of the lump-sum of the contract**.

Besides the mandatory notices regarding economic and tax legislation, the invoice should include the information mentioned in Article D.2192-2 of the French Public Procurement Code and in particular:

- the SIRET No. identifying FranceAgriMer 130 006 364 00017.
- the contract identification (purpose and number), the identification of the contract tranche.
- the legal undertaking number supplied by FranceAgriMer on notification of the contract (TF) and when each optional tranche is firmed up (T01, T02).
- the service code 22003.

ANICAP

Invoices are to be sent to the address below:

ANICAP

42, rue de Châteaudun – 75314 Paris cedex 09

They correspond to **50% of the amount invoiced**.

The invoice should include:

 FranceAgriMer	Supply of data relating to purchases of goat's cheese by German households in Germany	Doc Code CCP (Special Specifications)	Page Page 12 32
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- the date the invoice is sent.
- the name of the issuer of the invoice.
- the identification of the contract (purpose and number).
- the identification of the relevant tranche of the contract (TF, T01, T02).

15.4 Payment period and penalty interest

The sums due to contract holders under this contract are paid within a maximum of 30 days in accordance with Article R.2192-10 of the French Public Procurement Code, from the date of receipt by the purchasing consortium of the invoice under the conditions laid down in the aforementioned Articles 15.1, 15.2 and 15.3.

If these conditions are not met, the payment period for the invoice in question is suspended until the missing information is received. This suspension is notified to the contract holder by any means that can provide evidence of the date of receipt. This notification stipulates the information or documents to be provided or supplemented. Once all these elements have been received, a new thirty-day payment period is opened.

If this global payment period is exceeded, penalty interest shall be accrued in favour of the contract holder or the subcontractor paid directly. The rate of the penalty interest will be that of the interest rate applied by the Central European Bank to its most recent main refinancing transactions, in force on the first day of the half-year of the calendar year in which the penalty interest started to run, increased by eight percentage points.

The penalty interest shall run from the day after the deadline provided for in the contract or on expiry of the payment period until the date of payment of the principal included. The penalty interest applied, where applicable, to the advances or the balance are calculated using the total amount of the advance or the balance inclusive of tax and after application of the update, revision, and penalty clauses.

Non-payment within the contractual period indicated above also gives rise, by operation of law and without any other formalities, to the payment of a lump-sum compensation of €40 for the recovery costs incurred by the contract holder. If the costs incurred by the contract holder amount to more than €40, the contract holder can ask the purchasing consortium for additional compensation, upon justification.

Article 16: Penalties

16.1 Penalties for late delivery

If the period fixed for the provision of deliverables is exceeded (Article 25 of the special specifications), the contract holder incurs a late delivery penalty calculated according to the following formula:

$$P = \frac{V \times R}{200}$$

P = amount of the penalty

R = number of working days of delay

V = lump-sum amount exclusive of tax of the contract tranche affected by the delay.

16.2 Penalties for non-compliance with the regulations on the use of subcontracting

Under the terms of the Law of 31 December 1975 and its amendments, the contractor has an obligation to have subcontractors approved. Within the context of this contract, if the contract holder has not met this obligation fifteen days after it has been served with formal notice to do so, it incurs a penalty of €100 per calendar day.

16.3 Application of penalties

All penalties are lump-sum, cumulative and not subject to revision. They are not subject to VAT.

The penalties are applied after formal notice, upon observation of the default by the purchasing consortium, except for penalties for failure to comply with regulations relating to undeclared work.

The penalties are deducted from the payments made by each member of the purchasing consortium up to its financial contribution to the contract.

The contract holder may however suggest corrective measures to avoid the prejudices generated by its failings (to the exclusion of penalties applicable to breaches relating to subcontracting).

The purchasing consortium reserves the right to waive in whole or in part application of the corresponding penalties considering the result of the corrective measure suggested. The purchasing consortium can also decide not to apply the penalties or even to reduce them.

Article 17: Re-examination clauses

Pursuant to Article R.2194-1 of the French Public Procurement Code, amendments may be envisaged by way of addenda to:

- Extend the term of the contract.
- Extend the deadline for supplying the deliverables if this exceeds the contract end date.
- Add quantitative indicators, nomenclatures of goat's milk products, countries, and distribution circuits.

Article 18: Insurance

The contract holder must take out the insurance policies necessary to guarantee its liability regarding the purchasing consortium and third parties, victims of accidents or damage caused by performance of the services.

The contract holder shall prove that it has taken out civil liability (during operation and post-delivery), professional, criminal and/or contractual insurance for personal injury or material and intangible damage that could be caused to the purchasing consortium or to any third party in performance of this contract.

Prior to notification of this contract, it shall provide a valid certificate of insurance appropriate to the contract awarded to it.

The contract holder undertakes to maintain its insurance contract in force with an insurance company reputed to be solvent and established in France for all the financial consequences of its **civil liability**. Thus, the contract holder must be in a position, at any time during performance of the contract, to produce this certificate on request from the purchasing consortium within fifteen working days of receipt of this request.



Furthermore, the contract holder undertakes to expressly inform the purchasing consortium of any changes to its insurance contract.

Article 19: Assignment or pledge of receivables

This contract may be assigned or pledged in accordance with the provisions of Articles R.2191-45 to R.2191-58 of the French Public Procurement Code. The person competent to supply the information listed in Articles R.2191-59 to R.2191-62 of the aforementioned code and the accountant responsible for the payment are appointed in the contract agreement.

Article 20: Assignment of the contract

Assignment of the contract means any replacement of the contract holder by a third party to the contract during performance thereof. This applies to any transfer or assignment of assets, by demerger or merger, which results in a change of legal personality of the contract holder.

Assignment of the contract shall be understood to be the pure and simply takeover by the assignee of all the rights and obligations resulting from the initial contract. It cannot be combined with a reconsideration of the essential elements of the initial contract such as its term or price or the nature of the services.

The contract can only be assigned with the prior, express agreement of the purchasing consortium, which verifies if the assignee presents all the professional and financial guarantees for performance of the services in accordance with the contractual obligations.

The purchasing consortium has a period of two months to make a decision from receipt of the request for approval of the assignment, which must be submitted by the contract holder by way of a letter sent by registered post with acknowledgement of receipt and contain all the necessary documentary proof. The contract holder may not claim any tacit acceptance.

The assignment is observed by an addendum signed by the assignor, the assignee, and the purchasing consortium.

Article 21: Termination

21.1 General provisions

In the termination scenarios entitling the contract holder to compensation, if the parties to this contract do not reach, within a period of 6 months from the date of termination, an agreement regarding the amount of the compensation, the contract holder receives at its request the amount that the purchasing consortium has suggested.

It is specified that, if the contract holder is precluded from performing the contract because of a force majeure event, the purchasing consortium shall terminate the contract.

The contract holder may only receive compensation for the losses suffered that are attributable to the force majeure event to the exclusion of any other compensation.

21.2 Termination for general interest reasons

The purchasing consortium can, in the absence of any fault of the contract holder, and at any time, bring the contract to an end before its completion for general interest reasons. In this case, the contract holder can claim compensation for termination as a result of the harm that it suffers because of the termination decision.

To this end, it is the responsibility of the contract holder to present the purchasing consortium with a written request accompanied by all the documentary evidence necessary to establish the compensation, within one month of the notification of the termination decision.

21.3 Termination for non-market-related events

The purchasing consortium can bring an end to the performance of the services covered by this contract before completion thereof in specific circumstances:

- Death or legal incapacity of the contract holder. If the termination is declared, it shall come into effect on the date of the death of the contract holder or of its legal incapacity.
- Bankruptcy. The contract is terminated if, after formal notice of the receiver, under the conditions laid down in Article L.622-13 of the French Commercial Code, the receiver indicates that it will not take over the obligations of the contract holder. The termination, if it is declared, shall take effect from the date of the express decision of the receiver to not continue the contract,
- Judicial liquidation. If, after formal notice has been given to the court-appointed liquidator under the conditions set out in article L641-11-1 of the French Commercial Code, the liquidator indicates that it will not take over the holder's obligations. Termination, if pronounced, takes effect on the date of the event,
- Manifest and long-term physical incapacity of the contract holder compromising the proper performance of the contract can result in termination of the contract by the purchasing consortium.

In the cases referred to above, termination does not give rise to any compensation.

21.4 Termination for events related to the contract.

If, during performance of the services, the contract holder encounters technical difficulties, of which the solution would require the implementation of means disproportionate to the contract amount, the purchasing consortium can terminate the contract, on its own initiative or on the request of the contract holder. In this case and only when the contract holder can prove harm, the contracting parties will agree on compensation.

If the contractor is unable to perform the contract due to an event constituting force majeure, the order group will terminate the contract. The contractor may only be compensated for losses suffered because of the event constituting force majeure, to the exclusion of any other compensation.

21.5 Termination for fault of the contract holder

The purchasing consortium can decide to terminate the contract without the contract holder being able to claim any compensation in the following cases:

- inaccuracy of the documents and information mentioned in Article R.2143-3 and in Articles R.2143-6 to R.2143-10 of the French Public Procurement Code or refusal to produce the

documents provided for in Articles D.8222-5 or D8222-7 of the French Labour Code, particularly after formal notice within the framework of the whistleblowing system provided for in Article L.8222-6 of the French Labour Code.

- in the event of refusal to produce the items provided for in Article D.8254-2 or in Article D.8254-3 of the French Labour Code.
- observation of fraudulent acts in performance of this contract.
- prohibition, after signature of this contract, on exercising any industrial or commercial activity.
- failure by the contract holder to meet its contractual obligations.
- failure to comply with the legislative and regulatory provisions relating to subcontracting or failure to meet the contractual obligations relating to subcontractors.
- failure to communicate any modifications during performance of the contract that are likely to compromise proper performance of the contract.
- the contract holder declares, independently of the scenarios provided for in Article 21.2 above, that it is not able to fulfil its contractual commitments.

Except in the cases of the first four paragraphs, the contract holder is served with prior formal notice informing it of the sanction envisaged and inviting it to make its observations.

Termination of the contract shall not preclude exercise of the claims that could be made against the contract holder.

Article 22: Performance for risk and account

The purchasing consortium can arrange for a third party to perform the services provided for by the contract, for the risk and account of the contract holder, either in the event of serious and reiterated breach of its contractual obligations, or in the event of termination of the contract declared for fault of the contract holder.

In this case, the contract holder is not permitted to take part, directly or indirectly, in performance of the services performed for its risk and account. The additional expenses, compared to the price of the contract, resulting from performance of the services for the risk and account of the contract holder, shall be borne by the contract holder. It shall not benefit from a reduction in expenses.

Article 23: Disputes and allocation of authority

The parties shall endeavour to amicably settle any disputes that may arise in the performance of this contract. In the event of a dispute, and after the amicable means provided for by regulations have been exhausted, the administrative court of Montreuil is alone competent.



II – TECHNICAL CLAUSES

Article 24: Context

This contract concerns the supply of data relating to purchases of goat's cheese by German households.

The French goat's milk industry produces approximately 120,000 tonnes of cheese. In 2023, 24% of these cheeses were exported. These volumes are mainly exported to European countries (Germany, United Kingdom, Italy). For several years, FranceAgriMer and ANICAP have co-founded the purchase of data in order to assess the situation with the German goat's milk cheese market and to continue developing the consumption of goat's cheese in Germany, which is the main market outside of France for French goat's cheese. The purpose of this contract, for the FranceAgriMer/ANICAP purchasing consortium, is the updating of this consumption data for 2024, 2025 and 2026.

Article 25: Service content

The contract comprises a firm tranche (TF, 2024 data) and two optional tranches (T01 and T02, corresponding to 2025 and 2026 data).

The service provider is expected to supply information relating to purchases of goat's cheese by German households and the analysis of such purchases.

25.1 Supply of quantitative data

1.1. The data must be supplied for at least each of the following indicators:

- Volumes (in tonnes)
- Value (in euros)
- Price per kilo (€/kg)
- Penetration rate (%)
- Repurchasing household rate (%)
- Volumes purchased/household (kg)
- Purchase frequency
- Share of organic products

1.2. The data must be supplied for at least each of the following products:

- Total cheeses (all types of milk)
- Total goat's cheeses
- Total fresh cheeses (all types of milk)
- Total fresh goat's cheeses
- Total soft cheeses (all types of milk)
- Total soft goat's cheeses
- Total hard cheeses (all types of milk)
- Total hard cheeses made from goat's milk.
- Total other cheeses (all types of milk)
- Total other cheeses made from goat's milk.

1.3. For each of the goat products mentioned above, the data must be broken down by country of origin of the product purchased (at the self-service counter). The service provider must indicate the following countries of origin: Germany, France, the Netherlands, and the total of other countries. It can also indicate other countries of origin, if it considers that this is of particular interest.

1.4. Data delivery frequencies

The data will have to be provided for several periods:

- Full years from 2018 to 2024, then from 2018 to 2025 and from 2018 to 2026 if the optional tranches T01 and T02 are firmed up.
- The rolling cumulative total for the years 2018 to 2024 in June, then for 2018 to 2025 and 2018 to 2026 if T01 and T02 are firmed up.
- The January-June cumulative total for the years 2018 to 2024, then from 2018 to 2025 and from 2018 to 2026 if T01 and T02 are firmed up.

The data should be delivered in a database in Excel spreadsheet format.

25.2 Delivery of a data analysis in the form of a report

The data mentioned above should be analysed and explained in a report. This report should also include:

- A summary of the economic situation in Europe, a presentation of the German market and the main consumer trends, with a focus on cheeses (all milks)
- An analysis of the profile of German buyers of goat's cheese, with a segmentation by type of cheese according to the following criteria:
 - Age
 - Income category
 - Size of household
 - Geographical area (region)
- An analysis of the volume of purchases by distribution circuit and by type of goat's cheese, considering at least the following circuits:
 - Supermarkets
 - Hypermarkets
 - Hard-Discount
 - Specialists

Article 26: Deliverables and delivery times

For each tranche, the deliverables expected from the contractor are:

- The delivery of a database in Excel format containing all the data mentioned above
- The data analysis report in PowerPoint format, including the elements listed in article 25 of this document.

- An oral presentation will be organised after receipt of the annual results of the study. This presentation will be given at a meeting attended by representatives of FranceAgriMer and Anicap and will take place by videoconference.

These documents must be written in French or, failing that, in English.

- The delivery of deliverables must comply with the following schedule for the TF:
 - o First delivery of data (cumulative data up to June 2024) after notification of the contract.
 - o Second delivery, including data analysis report and data, before 30 November 2025. This will consist of the delivery of the database containing all data for calendar year Y-1 and the delivery of the analysis report.

For T01, the first delivery of data (data in the form of totals up to June) must take place before 31 December 2025 and the second delivery, including report and data, before 31 March 2026.

For T02, the first delivery of data (data in the form of totals up to June) must be made before 30 September 2026 and the second delivery, including report and data, before 28 February 2027.

Article 27: Monitoring of the service

The purchasing consortium shall inform the contract holder, as soon as the contract is notified, of the individual(s) who will be the qualified representatives and preferred contacts of the contract holder for the purposes of performance of the contract.

Article 28: Place of performance

The services shall be performed on the premises of the contract holder and in any other place that it deems relevant for successfully executing the services it is responsible for.



Appendix 1: GDPR Clauses relating to protected data.

Entered between:

On the one hand, **the Établissement national des produits de l'agriculture et de la mer**, whose registered address is at 12, rue Henri Rol-Tanguy, TSA 20002, 93555 MONTREUIL CEDEX, represented by its Managing Director and **the Association Nationale Interprofessionnelle Caprine**, hereinafter referred to as ANICAP, an Association under the Law of 1901, whose registered address is at 42, rue de Châteaudun – 75314 Paris Cedex 09, represented by its Chairman.

Hereinafter referred to as the 'purchaser' or the 'contracting authority'

And, on the other hand, **the contract holder**, hereinafter referred to as **"the data processor"** or **"the initial data processor."**

Within the context of their contractual relations, the parties undertake to comply with European Union law and French law applicable to the processing of protected data.

For these clauses, the term "protected data" means all the documents and data that the processor processes (or collects, registers, saves, consults or uses) on behalf of the purchasing consortium and all the documents and data to which it has access through the services performed on behalf of the purchasing consortium.

"Protected data" includes in particular:

- personal data, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons regarding the processing of personal data and on the free movement of such data and amended Law No. 78-17 of 6 January 1978 (French Data Protection Act).
- business secrets, within the meaning of Article L.151-1 of the French Commercial Code.
- the documents and data covered by professional secrecy or by confidentiality of correspondence, within the meaning of Articles L.226-13 to L.226-15 of the French Penal Code.
- the data covered by statistical secrecy, within the meaning of amended Law No. 51-711 of 7 June 1951 on legal obligation, coordination, and confidentiality in the field of statistics.
- non-communicable administrative documents, within the meaning of Article L.311-5 of the French code governing relations between the public and the authorities.
- communicable administrative documents only to the interested party, within the meaning of Article L.311-6 of the code governing relations between the public and the authorities.

1. Description of the processing for which a data processor is used

The data processor is authorised to process, on behalf of the purchasing consortium, the protected data necessary for providing the services defined by the contract, particularly

within the context of collection of information and the transmission of contract deliverables to the relevant people.

The nature of the operations carried out on the personal data (hereinafter referred to as "the data") concerns registration, circulation, storage, deletion, or destruction.

The purpose of the processing is to be able to exchange and communicate.

Regarding personal data:

The categories of operations performed on the personal data are as follows: collection, registration, organisation, structuring, conservation, consultation, use, deletion.

The following categories of personal data are processed: surname, first name, telephone (personal or work), email address (personal or work).

The categories of data subjects are purchasing consortium personnel, the recipients of the deliverables, the individuals questioned for performance of the services of this contract, particularly the data collection operations.

2. Obligations of the data processor regarding the purchasing consortium

The processor undertakes to:

- process the protected data only for the purposes covered by the subcontracting.

In particular, the data processor processes the protected data, regardless of its form and medium, exclusively for the purposes of the services that are entrusted to it by the purchasing consortium and is prohibited from any other use of the protected data.

It is prohibited from communicating all or part of the protected data to third parties without the prior written authorisation of the purchasing consortium.

- process the protected data in accordance with the instructions of the purchasing consortium

If the data processor considers that an instruction constitutes a breach of the aforementioned Regulation (EU) 2016/679 of the European Parliament and of the Council or any other provision of European Union law or of the law of the Member States relating to data protection, it shall immediately inform the purchasing consortium.

- guarantee the confidentiality of the protected data, processed within the context of this contract.
- ensure that each natural person acting under its authority and with access to the protected data:
 - accesses the protected data exclusively using its individual login and password,
 - sees this individual accreditation to access the protected data immediately revoked in the event of cessation of the functions for which access to the protected data is required,
 - receives the training necessary in relation to personal data protection.



- ensure that the natural persons or legal entities acting under its authority and with access to the protected data:
 - undertake to respect the confidentiality of the protected data or sign an appropriate confidentiality obligation,
 - process the protected data only on instruction from the purchasing consortium, unless obliged to do so by European Union law or the law of a Member State.
- consider, regarding its tools, products, applications or services, the principles of personal data protection by design and personal data protection by default.
- bring to the attention of the data subjects the information notices determined by the purchasing consortium relating to the processing of personal data implemented unless the purchasing consortium indicates that it has already done so.
- not transfer, within the meaning of the Articles 44 to 50 of the Regulation (EU) 2016/679 of the European Parliament and of the European Council, any personal data outside the European Union without the prior written authorisation of the purchasing consortium.

The data processor acknowledges that any failure on its part to comply with the obligations set out in these clauses will render it fully and entirely liable to the purchasing consortium.

3. Sub-processing

The data processor is prohibited from outsourcing all or part of this contract to a third party (hereinafter referred to as the "sub-processor"), without the prior written authorisation of the purchasing consortium. The data processor will provide the purchasing consortium with all the information relating to the sub-processor, including its name, its contact details, and the anticipated scope of the services, to enable the purchasing consortium to accept or refuse this sub-processing.

At any time during the sub-processing, the data processor undertakes to provide the purchasing consortium, on simple request from the purchasing consortium and as soon as possible, any additional information on said sub-processor.

The sub-processor has an obligation to respect the obligations of this agreement on behalf of and in accordance with the instructions of the purchasing consortium. It is up to the initial processor to ensure that the sub-processor presents the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing of protected data meets the requirements of these clauses.

The first subcontractor acknowledges that any failure by subsequent subcontractors to comply with the obligations set out in these clauses shall render the first subcontractor fully liable to the contracting authority.

4. Exercise of personal rights

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The data processor must help the purchasing consortium to meet its obligation to follow up requests from data subjects to exercise their rights: right of access, right to rectification, right of erasure and opposition, right to limitation of processing.

In particular, if the data subjects make requests to the processor to exercise their rights relating to personal data, the processor must, upon receipt, send these requests by email to the data protection officer of the purchasing consortium at the address: dpo@franceagrimer.fr

5. Notification of personal data breaches

The data processor must notify the purchasing consortium, as soon as possible after learning of it, of any personal data breach. This notification is made by any means enabling the processor to ensure it is received by the purchasing consortium. This notification is accompanied by any useful documentation that enables the purchasing consortium, if necessary, to report this breach to CNIL.

6. Security measures

The data processor undertakes to take all the appropriate technical and organisational measures, to guarantee a level of security of the protected data appropriate to the risks that processing thereof is likely to cause.

7. Fate of data

At the end of provision of the service that makes access to the protected data necessary, the processor undertakes to return all the protected data to the purchasing consortium or, where appropriate, to the organisation whose contact details will be communicated by the purchasing consortium.

This return must be accompanied by the destruction of all existing copies in the processor's information systems. Once the copies have been destroyed, the processor must provide evidence of this destruction in writing.

These clauses apply while the processor (or, where appropriate, the sub-processor chosen by the initial processor) has access to the protected data or to a copy of it.

8. Data processor's data protection officer

The processor communicates to the purchasing consortium the name and contact details of its data protection officer, if it has appointed one in accordance with Article 37 of the Regulation (EU) 2016/679 of the European Parliament and of the European Council.

9. Register of categories of processing activities

The processor declares that it keeps a written register of all the categories of processing activities performed on behalf of the purchasing consortium, including:

- the categories of processing carried out on behalf of the purchasing consortium,

- as far as is possible, a general description of the technical and organisational security measures put in place,
- Where applicable, the name and contact details of any subsequent subcontractors.

10. Documentation

The processor provides the purchasing consortium with the documentation necessary to demonstrate compliance with all its obligations and to allow audits to be conducted, including inspections, by the purchasing consortium or another auditor appointed by it, and to contribute to these audits.

11. Obligations of the purchasing consortium regarding the data processor

The purchasing consortium undertakes to:

- provide the processor with the protected data referred to in these clauses,
- document in writing any instruction concerning the processing of protected data by the processor,
- oversee the processing, and conduct audits and inspections with the processor.



Appendix 2: INTELLECTUAL PROPERTY

1. Definition of results

For the purposes of this article:

The **results** shall mean all elements, whatever their form, nature or medium, which are produced as part of the services provided under the contract, such as, in particular, intellectual works (including software and its documentation), databases, trademarks, designs, domain names and other distinctive signs, patentable or non-patentable inventions within the meaning of the Intellectual Property Code, data and information and, more generally, all elements protected or not protected by intellectual property rights or by any other form of protection, such as know-how, business secrets, rights to the image or voice of persons or rights to the image of goods.

The results shall include the elements produced by the contractor from the time of the request for proposal or any written consultation by the purchaser with a view to submitting a proposal and which are related to the subject of this contract.

The term "**prior knowledge**" refers to all elements, whatever their form, nature or medium, which are incorporated in the results and/or supplied to meet the needs of the buyer as part of an intellectual service, and which belong to or are licensed to the buyer, the owner or third parties, but which have been created in an external context and independently of the contract, such as, in particular, intellectual works (including software and its documentation), databases, trademarks, domain names and other distinctive signs, drawings or models, patentable operations within the meaning of the French Intellectual Property Code, data and information, and, in general, all elements protected or not protected by intellectual property rights, databases, trademarks, domain names and other distinctive signs, drawings or models, patentable or non-patentable inventions within the meaning of the French Intellectual Property Code, data and information and, more generally, all elements whether or not protected by intellectual property rights or by any other form of protection, such as know-how, trade secrets, the right to the image or voice of a person or the right to the image of goods.

Standard knowledge refers to prior knowledge intended to be made available to several customers to perform the same function, such as standard software and other content offered under a standard licence.

2. Prior knowledge regime

The conclusion of the contract does not entail the transfer of intellectual property rights or rights of any other nature relating to prior knowledge and standard prior knowledge. The purchaser and the contractor each retain the intellectual property rights or rights of any other nature relating to the prior knowledge. They shall retain their own rights, including exploitation

rights, relating to the prior knowledge and standard prior knowledge incorporated in the results, including their expertise.

If the contractor intends to use prior knowledge or standard prior knowledge, he undertakes to ensure that it is identified in his tender or, in any case, during the performance of the contract, prior to any integration and/or use of prior knowledge or standard prior knowledge not provided for in the tender.

The contractor shall specify all the elements necessary for the use of prior knowledge and standard prior knowledge by the purchaser.

In the absence of express identification as prior knowledge (standard or not) in the offer or during performance, any element delivered in performance of the present contract is deemed to be a result. In this case, the contractor may choose to replace the item concerned at its own expense so that it is compatible with the results system.

The contractor, in his capacity as a professional, is solely responsible for analysing and complying with the legal regime for prior knowledge and standard prior knowledge that he incorporates into the contract.

3. Specific provisions concerning prior knowledge and standard prior knowledge

Prior knowledge (non-standard) of the contractor, third parties and the contracting authority.

When the holder incorporates prior knowledge into the results or provides prior knowledge as part of the performance of the contract or when prior knowledge, without being incorporated into the results, is strictly necessary for the implementation of the results, the holder authorises the purchaser to use the prior knowledge for the same rights, duration, territory and purposes of use as those provided for in the regime applicable to the results. The purchaser is not authorised to use the prior knowledge independently of the use of the results, unless it is placed under a use regime that allows this.

In the case of software, the right to sublicense it to third parties and to distribute it under a free licence granted to the purchaser in respect of the results shall not apply to the prior knowledge unless otherwise provided in the contract or unless it is placed under a use regime which allows it.

If the contract provides for an exclusive transfer of the results to the purchaser, the exclusivity does not apply to prior knowledge, unless expressly stipulated in the contract documents.

The right to use foreground shall be included in the contract price. During the performance of the contract, the contractor shall not use or incorporate, without the prior agreement of the purchaser, any prior knowledge necessary to achieve the purpose of the contract which would be of such a nature as to limit or make more costly the exercise of the rights relating to the results.

The contractor may use the purchaser's prior knowledge only in the context of the performance of the contract and undertakes not to disclose the confidential information contained in this prior knowledge.

Standard prior knowledge.

If, during the performance of the contract, the contractor intends to use standard prior knowledge not listed in his tender, he must obtain the prior agreement of the purchaser.

The rights to use the Standard Prior Knowledge shall be subject to the terms of its licence as accepted by the purchaser.

The price of this licence shall be included in the contract price for the uses provided for in the contract and for the duration of the contract.

4. Results regime

Purposes and requirements for the use of the results

Under the terms of this article, the CONTRACT holder grants the purchaser the necessary rights to use or have others use the results, as they are or modified, permanently, in whole or in part, by any means and in any form, for the needs and purposes of use expressed in the specific documents of the contract and in any case for the needs of use arising from the object of the services ordered in the contract.

The buyer's usage requirements include the right:

- to publish and use the results consisting of preparatory documents, such as preliminary studies or specifications, for the implementation of the requirements to which they respond.
- to evaluate or have the results evaluated by any third party at any time.
- to be able to carry out public archiving operations.
- to allow any department within the same legal entity as the buyer to use the results under the same conditions and for the same purposes.
- to ensure or have any third party ensure the development of all results.
- to transfer the rights to the results to any third party benefiting from a transfer of skills from the buyer.

Rights of the buyer

The holder shall assign to the buyer the economic rights of the copyright or neighbouring rights of the copyright relating to the results, for the purposes and needs of use mentioned in this article as applicable to this contract. This transfer of rights covers the results, from the time of

their delivery and subject to the resolutive condition of the receipt of services, for the entire world and for the legal duration of the copyright or neighbouring rights.

These rights include, with respect for moral rights, all economic rights of reproduction, representation and distribution, and in particular the rights to use, incorporate, integrate, adapt, modify, arrange, correct, translate the results in any language, in whole or in part, as is or modified for the purposes and needs of use mentioned in this article, as applicable to the market.

The right of reproduction includes, with due regard for moral rights, in particular the right to reproduce the results, for any use whatsoever, by any process whatsoever, known or unknown, including unforeseeable, on any current or future medium and without limitation as to number, such as paper, electronic, digital, analogue, magnetic, optical, videographic, for any exploitation, including in a network without limitation as to number, in whole or in part, as is or modified, by any process and on any medium.

The right of representation and distribution includes, with due regard for moral rights, in particular the right to communicate to the public and make available to the public the results, in whole or in part, directly or indirectly, as is or modified, by any means, modes and processes, known or unknown, in any form, and to the public in general or to categories of the public in particular, in such a way that everyone can have access to it from the place and at the time they individually choose.

The rights relating to the results in the form of software also include, in particular, the rights to evaluate, observe, test, duplicate, load, display, store, execute, modify, arrange, decompile, assemble, transcribe all or part of the results, to carry out preventive, corrective, adaptive and evolutionary maintenance, to produce new versions or new developments, to translate it into any language, to transcribe it into any programming language, to configure it, to interface it with any software, database or IT product, to reuse its algorithms for any purpose, to integrate all or part of it into existing or future works, to take any action for the purpose of interoperability with other independently created systems.

This transfer is granted to the buyer on a non-exclusive basis, in order to grant the holder, the right to exploit the results (see below 'rights of the holder').

Given their nature, the results classified as confidential are subject to an exclusive transfer.

The holder shall refrain from registering or reserving, as a trademark or distinctive sign (including domain names or social network accounts), results intended to distinguish the buyer's own identity and/or its services.

More generally, the holder shall refrain from filing or reserving any trademark or distinctive sign (including domain names or social network accounts) that may generate a risk of confusion with the buyer, its services or products, and shall refrain from filing or reserving any industrial property right or title in respect of the results mentioned above in the first enumeration, in France or abroad, that could limit or make more expensive the exercise of the buyer's rights.

The price of this transfer is included in the contract amount.

The data integrated or generated within the framework of this contract is confidential and belongs exclusively to the buyer. The contractor has access to the data within the framework of the execution of the contract for the sole purpose of its execution.

The holder shall refrain from making any direct or indirect use of them outside the scope of the services provided under this contract, unless expressly authorised in advance by the buyer.

Rights of the holder

The holder retains ownership of his expertise and methods used to achieve the results. The buyer authorises the holder to exploit, including for commercial purposes, the results created within the framework of the contract and not subject to exclusive assignment for the benefit of the buyer, for the same rights as those provided for above, subject to the confidentiality of information integrated into the results by virtue of his obligations in this respect. The contractor shall request the buyer's consent for any background knowledge made available to the contractor by the buyer for the performance of the contract.

The contractor shall ensure that the exploitation of the results does not infringe the buyer's rights or image. The holder may publish the results subject to compliance with his obligations of confidentiality and the confidentiality regime of the results and the prior agreement of the purchaser if the results include prior knowledge made available to him by the latter for the performance of the contract. The publication shall mention that the results were financed by the purchaser.

Common stipulations

To enable the buyer to exercise the rights granted to it under the contract, the holder shall spontaneously deliver, as and when the services are performed, all the elements necessary for this exercise, as well as their updates or developments during the contract, such as source and native files in an open format.

The material ownership of these elements is transferred to the buyer. The material ownership of these elements is transferred to the buyer. It is included in the contract price.

The holder guarantees the buyer full and complete enjoyment, free of any encumbrance, of the rights assigned or licensed under the terms of the contract on the results and prior knowledge, whether standard or not. As such, he guarantees:

- that he is the holder or owner of the assigned or licensed rights.
- that he has the authorisations relating to personality rights and, more generally, has all the authorisations necessary for the purposes and needs of use applicable to the contract.
- that it shall indemnify the buyer, in the absence of any fault directly attributable to it, without benefit of discussion or division, against any action, claim, demand or opposition by any person claiming a right that would have been infringed by the use of the results and prior knowledge, whether standard or not in accordance with the provisions of this article. If the buyer is sued

for infringement, unfair competition or free riding through no fault of their own due to the use of the results and prior knowledge or use that does not comply with the above stipulations, they shall promptly inform the holder, who may then intervene in the legal action.

- in these cases, that they shall provide the buyer with all necessary assistance at their own expense.

- that he undertakes, at his discretion, (i) to modify or replace the elements that are the subject of the dispute or of a serious risk of dispute, so that they cease to fall under the scope of the complaint, while remaining in conformity with the specifications of the contract, (ii) to ensure that the buyer can use the elements in dispute without limitation or additional costs, or, (iii) in the event that one of these solutions cannot reasonably be implemented, to reimburse the buyer for the sums paid in respect of the elements that are the subject of the dispute and to compensate him for the damage suffered.

In these cases, the holder shall be liable for any damages that the buyer, in the absence of any fault directly attributable to him, would be ordered to pay on the grounds of an act of infringement, unfair competition or free-riding, due to the use of the results and background knowledge, whether standard or not in accordance with the provisions of this article, once the sentence is enforceable.

The holder guarantees the assigned or licensed rights relating to the results or to the background knowledge, whether standard or not, to the buyer, during any assignment or licence of rights relating to the results or to the background knowledge, whether standard or not.

The holder guarantees that the results, the background knowledge, and the standard background knowledge used follow the system of user rights applicable to the contract.

Upon request, the holder undertakes, at his own expense, to replace the results, the prior knowledge, whether standard or not, that would not allow the buyer to exploit them under the conditions provided for in the context of the contract.

The holder shall not be liable for any allegation concerning:

- the prior knowledge, whether standard or not, that the buyer has provided to the holder for the performance of the contract.

- the elements incorporated into the results at the express request of the purchaser.

- the modifications and adaptations made to the results if the cause of the allegation is based on a modification or adaptation made by the purchaser or at his express request.

The holder releases the purchaser from all legal and contractual obligations towards the holder's employees or principals.

In general, the holder may not invoke his intellectual property rights or titles or his rights of any other nature to oppose the use of the results and prior knowledge when this use is in accordance with the needs of use applicable to the market.

In particular, the holder may not invoke any right relating to the graphic appearance, the sequences and headings of menus or commands that would limit the needs for evolution, adaptation, translation, or incorporation of the results for the purposes of interoperability with other systems and software.

The holder authorises the buyer to freely extract and reuse the databases included in the results, with a view to making public information available for reuse, whether free of charge or in return for payment.

In the event of termination of the contract for any reason whatsoever, the buyer retains the rights of use applicable to the contract.

The buyer has the option to sub-assign, sub-license or subcontract the implementation of the results, prior knowledge, and standard prior knowledge for his own account, within the limits of the subject of the contract. The buyer may freely publish the results subject to any confidentiality obligations set out in this document and provided that such publication does not constitute a disclosure within the meaning of industrial property law.

The existence of restrictions on the right to publish the results does not prevent the publication of general information on the existence of the contract and the nature of the results.

The limits on the power of publication do not prevent the buyer, in order to exercise their rights, from communicating these results, in whole or in part, to a third party, in compliance with the confidentiality obligations set out in this document.

Any publication must mention the name of the holder and the authors.

The parties shall inform each other of any modifications they wish to make to the results in order to obtain useful comments from the other party. They shall agree on the free disposal of minor modifications and corrections made to the results.

