



PUBLIC MARKET FOR INTELLECTUAL SERVICES

French Development Agency
5 Rue Roland BARTHES
75012 PARIS

SUBJECT: Support for the administrative and financial management of the NUCA program within the IDFC Facilities Coordination Unit.

Contract no. BPD-2024-0654
Valid Deed of Commitment and CCAP

Award procedure

Open adapted – Pursuant to articles R. 2123-1 and R. 2123-4 to R. 2123-7 of the Public Procurement Code

ATTENTION

This document may only be amended to supplement:

The identification of the Holder;
The article "Price";
Any annexes.
The choice of lot
Acceptance of the advance (if applicable)

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

Public establishment with its registered office in PARIS XII - 5, rue Roland Barthes, registered at the Paris Trade and Companies Register under number B 775 665 599, represented by _____ in his capacity as of _____, acting under the powers conferred on him for that purpose,

hereinafter referred to as the "Contracting Authority" on the one hand,

AND

The company _____, domiciled _____, registered in the Trade and Companies Register _____ under the number RCS _____
Represented by _____

After having read the contract and the documents mentioned below,

- I undertake, without reservation, in accordance with the conditions, clauses and requirements of the documents referred to above to perform the services defined below, under the conditions that constitute my offer.
- I AFFIRM, under penalty of termination of the contract by operation of law, that I hold an insurance policy guaranteeing all the responsibilities I incur.
- I CONFIRM, under penalty of termination of the contract by operation of law, that the proposed subcontractors are also holders of insurance policies guaranteeing the liabilities they incur.

☐ **Identity and quality of the signatory: Mrs/Mr**
commits the company on the basis of its offer to perform the services requested under the conditions defined below;

☐ **Identity of the representative ⁽¹⁾: Madam/Sir**
☐ of the solidarity group
☐ joint and several of the joint grouping
☐ not joint and several of the joint grouping
undertakes for all the grouped service providers designated in the attached appendix to perform the services requested under the conditions defined below;

Applicant's business name and legal name:

Address of the establishment:

Head office address: *(if different from the establishment)*

Generic email address *(it is recommended to use a generic email address that is valid for the duration of the contract or framework agreement)*:

Phone:

Fax:

SIRET No.:

OBA:

Intra-Community VAT no.:

hereinafter referred to as the "Holder" on the other hand,

IT WAS AGREED AND ADOPTED AS FOLLOWS:

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1. Preamble

1.1 Presentation of the contracting authority

The French Development Agency is a public industrial and commercial establishment under the banking law, as a financing company.

It is responsible, within the framework of development assistance, for financing, through long-term loans and/or grants, the economic and social development of nearly 80 developing countries and overseas communities.

It has an ethical charter available on its website: www.afd.fr

In the context of the contract, the contracting authority shall entrust the contractor with the performance of the contract. The purpose of this CCAP is to specify the conditions under which the Holder will be required to provide these services to the contracting authority.

In addition, to promote sustainable development, the Parties have each recognized the need to encourage compliance with internationally recognized environmental and social standards, including the International Labour Organization (ILO) Core Conventions and international conventions for the protection of the environment.

1.2 Definitions

Acts of Corruption:

Refers to offences covered by articles 432-11, 433-1, 445-1 and 445-2 of the Penal Code.

Act of Fraud:

Means any unfair conduct (action or omission), whether or not criminally charged, intended to deliberately deceive others, intentionally conceal elements from them or to surprise or vitiate their consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate benefit.

Personal data:

Refers to any information relating to an identified or identifiable natural person.

Agreement:

Refers to concerted actions, conventions, express or tacit agreements or coalitions, including through the direct or indirect intermediary of a group company located in any country within the meaning of article 420-1 of the French Commercial Code, where they have the object or may have the effect of preventing, restricting or distorting competition in a market, in particular where they aim to:

- Limit market access or the free exercise of competition by other undertakings;
- To impede price-fixing by market forces by artificially favouring their rise or fall;
- Limit or control production, outlets, investment or technical progress;
- Allocate markets or sources of supply.

Confidential information:

Designates:

- All information, data, documents of any kind and regardless of their form or medium, including, without limitation, any writing, note, report, document, study, analysis drawing, letter, listing, software or content of the data stored on a USB key, specifications, figure, graph, communicated by the Contracting Authority to the Holder within the framework of the Contract;
- The Contract (including any information obtained in connection with its negotiation and/or execution) and more generally any information or document that the Holder may have obtained, directly or indirectly, in writing or by any other means, the Contracting Authority for the purposes or on the occasion of the Contract, including without limitation all technical, commercial, strategic or financial information, studies, specifications, software, products;
- The Service (including reports, works, studies, carried out under the Service) and any related information.

Proxy

Means the member of the Group Holder designated in this contract who represents all members of the Group vis-à-vis the Contracting Authority.

Personnel:

Refers to the staff of the Service Provider assigned by the latter to perform the Service.

Benefit:

Refers to all tasks, activities, services, deliverables and services to be performed by the Contractor under the Contract.

Outsourced Essential Services:

The decree of 3 November 2014 (articles 10q, 231 et seq., 253) and the French Monetary and Financial Code define the essential services outsourced as follows:

- Banking, e-money issuance and management, payment services and investment services for which the reporting enterprise has been approved;
- Related transactions;
- Services directly involved in the execution of the operations or services mentioned above;
- Any provision of services where an anomaly or failure in its exercise is likely to seriously affect the ability of the obliged undertaking to comply permanently with the conditions and obligations of its authorization and those relating to the exercise of its activity, its financial performance or the continuity of its services and activities.

Holder:

Means the economic operator or, in case of a Group, the Agent and any co-processors signing this Agreement.

2. Purpose of the Agreement- General provisions

2.1 Purpose of the Contract

This Contract defines the conditions under which the Contracting Authority entrusts to the Contractor,

who accepts it, the performance of the following services: Support for the administrative and financial management of the NUCA program within the IDFC facilities coordination unit.

Benefits will be focused on:

- **Smooth and effective organization of the coordination unit**
- Production of deliverables in the context of service contracts and calls for tenders
- Improving the ease and motivating successful partnerships

Place(s) of performance: Paris

2.2 Duration of the contract

The duration of the contract is 30 months from the date of notification with a period of performance of 24 months.

2.3 Renewal

The contract is not renewed.

2.4 Subcontracting

The Service Provider may subcontract part of the Service under its sole responsibility, subject to obtaining the prior written agreement from AFD.

In the case of subcontracting, articles R 2193-1 to R2193-22 of the French Public Procurement Code will be applied, notably governing the conditions for the approval of subcontractors and the financial provisions that will be applied.

Applications for acceptance and approval of subcontracting made during the performance of the contract shall be sent to the contracting authority by the contractor, preferably on the basis of a model as follows:

<https://www.economie.gouv.fr/daj/formulaires-declaration-du-candidat>

This document, which will be duly completed and signed, must also, to be complete, be accompanied by all the documents listed therein.

Some documents contained in this list must be produced by electronic means, by the subcontractor itself, on the Provigis online document filing platform.

To do this, upon receipt of the subcontracting request file by the buyer, the latter will create on the aforementioned platform a specific file for the subcontractor presented and attached to this contract. The subcontractor will be notified of the creation of this file by email from Provigis. He will then be able to deposit the documents expected of him on the platform.

The documents to be deposited by the subcontractor on this platform are as follows:

- A certificate of tax regularity of less than six months proving that the company was up to date with its tax obligations
- A certificate of vigilance proving that the company was up to date with its declarations and social contributions for year N-1
- Documents listed in article 16.2.1 less than 6 months old

- Certificates of insurance in validity.
- If the subcontracting company is established outside France, a copy of the declaration of secondment made under articles R1261-1 and following of the Labour Code and a copy of the document designating the representative mentioned in article R. 1263-2-2

None of these documents will be taken into account if they are sent to the contracting authority in paper format.

The holder shall ensure that any authorised subcontractor, if it is active on the market for more than 6 months, renews each document thus filed on the same platform when it is no longer valid. When each document is valid, the subcontractor will receive an email from E-Certifications inviting it to update the relevant document or documents.

The Contractor undertakes to take all necessary steps to ensure that their subcontractors are able to perform their mission both in France and in the country where the mission is carried out. The Holder is confident of the fulfilment by subcontractors, in particular, of formalities relating to the administrative situation of their staff, obtaining visas and any necessary documents with regard to local regulations. The Holder also undertakes to (i) have taken all necessary measures (insurance, mutual insurance, etc.) to assist their staff in case of difficulties occurring locally, such as, for example, an evacuation for medical or political reasons and (ii) provide any technical assistance that their staff may require as part of their mission.

The Holder must replace one or more subcontractors in case of failure of the said subcontractor(s). In this case, the Supplier guarantees the continuity of performance of the Contract.

The Holder bears the cost of all costs associated with the establishment of a subcontracting as well as any replacement of subcontractors, if necessary.

The Holder remains responsible for the contractual and operational commitments of the Contract.

2.5 Contract Amendment - Sunset Clause

The framework agreement may be amended by the conclusion of amending acts in the cases described in articles R. 2194-1 to R. 2194-9 of the Public Procurement Code and article 25 of the CCAG PI. These amendments and/or additions cannot have the effect of changing the overall nature of the Contract and must be directly related to the subject matter of the contract.

2.6 Similar benefits

The services similar to those of this Contract may be awarded to the same Holder by a contract without prior advertising or competition under the conditions provided for in article R. 2122-7 of the Public Procurement Code.

3. Contract documents

By way of derogation from Article 4.1 of the CCAG PI, in case of contradiction between the stipulations of the contractual documents of the Contract, they prevail in the following order of priority:

- This Agreement is a binding document and CCAP and any appendices thereto;
- The specifications of the specific technical clauses (C.C.T.P) and any annexes thereto, the

original copy of which is kept in the purchaser's archives is solely authentic;

- The general administrative clauses of the public contracts for intellectual services (CCAG PI) approved by the decree of 30 March 2021 (published in JORF no. 0078 of 1 April 2021);
- The Holder's offer;
- The breakdown of the total and flat rate price
- Special subcontracting acts and any amendments thereto, subsequent to the notification of the contract.

4. Conditions for the performance of services

The services must comply with the stipulations of the contract.

The Contracting Authority shall make available to the holder the documents in its possession necessary for the performance of the services and shall facilitate, as appropriate, the obtaining from the other competent bodies of information which the holder may need.

The Service Provider must provide all of its know-how and skills in order to perform the Service as part of the performance of the Contract. He will provide all the logistics and equipment necessary for the proper execution of the Service.

The Service Provider must perform the Service in a professional manner and in accordance with good industry practice.

4.1 Personnel assigned to the mission

The Consultant shall assign the appropriate Staff to perform the various tasks necessary for the proper performance of the Service. The Holder must communicate the names and professional qualifications of the persons who will be responsible for performing the services.

The Holder may replace one or more members of the Staff in the event of failure of said member(s) provided that (i) the qualifications of the person(s) proposed for replacement are equivalent to or higher than those of the (or persons to be replaced), (ii) that such replacement does not result in any delay for the Contracting Authority with regard to the schedule of performance of the Service, and (iii) having obtained the prior written agreement of the Contracting Authority on the person(s) proposed. The replacement must then be done immediately. The Holder will bear the cost of all associated costs.

The Staff will intervene under the supervision, legal responsibility, hierarchical and disciplinary of the Holder. The Holder undertakes to carry out all formalities applicable in accordance with the regulations in force at the employer's expense, particularly concerning labour law, social security and tax obligations. The Personnel shall at all times report to the sole authority of the Holder and shall be responsible for its activity exclusively and directly with the latter.

The Holder undertakes to do what is necessary for the Personnel to be able to carry out its mission both in France and in the country of the progress of the mission. In particular, he will have to carry out the formalities relating to the administrative situation of the Staff, obtain visas and any document necessary with regard to local regulations. The Holder also undertakes to (i) have made all necessary arrangements (insurance, mutual insurance, etc.) to assist the Staff in case of difficulties occurring locally, such as, for example, an evacuation for medical or political reasons and (ii) provide

any technical assistance that the Staff may require in connection with its mission.

4.2 Environmental consideration and execution of missions

The Holder shall reduce its carbon impact as much as possible during the mission. In the case of travel to the place of mission, the holder is invited, as far as possible, to favour environmentally friendly modes of transport, low CO2 emissions in line with the objectives of promoting sustainable development pursued by the contracting authority.

4.3 Safety

The Holder undertakes to comply with all applicable laws and regulations relating to security, and to take the measures required to ensure the safety of its personnel, for which it is solely responsible.

The Contracting Authority is not responsible for the security of natural persons or personnel of legal entities to which the Contractor would entrust or delegate, in any way whatsoever, all or part of the performance of the Service(s).

The Holder is solely responsible for the security of natural persons or personnel of legal entities to whom he would entrust or delegate, in any way whatsoever, all or part of the performance of the Services. The Contracting Authority is not responsible for the security procedures and safety management of these persons and their personnel.

During the entire period of the performance of the Service(s), and in particular prior to any travel by its staff, the Holder undertakes to inquire with the Embassy (s) of France of the country(s) concerned ⁽¹⁾ on the security risks involved and to make good use of the advice provided by its/their services. He undertakes to ensure that natural or legal persons acting on his behalf in the context of the performance of the Service(s) respect this obligation.

When the area(s) of implementation of the Service becomes/become the subject of an orange or red zone classification by the French Ministry of Europe and Foreign Affairs during the execution of the contract, the Holder undertakes to suspend its activities in the area(s) concerned and to transmit its security documentation to a specialised external body, designated and financed by the Contracting Authority.

The external specialised body will review the report and forward its recommendations to the Holder alone, who will decide on the action to be taken under his sole responsibility. The specialised external body shall send the contracting authority a certificate certifying the review of the documentation transmitted. A new intervention in the area(s) concerned may not be organised before receipt of this certificate by the Contracting Authority.

The Holder is solely responsible for the decision to cancel or maintain the planned trips.

(1) If the Holder is of French nationality. If this is not the case, delete "de l'ambassade(s) de France du pays(s)" and add "des autorités consulaires ou locales comp'au regard de sa nationalité du pays/es concernées."

4.4 Suspension on grounds of serious and imminent risk

In the event of a serious and imminent risk to the physical integrity of its personnel and any person acting on its behalf, the Holder may decide, without prior notification, to demobilize them from the

area of performance of this contract and/or the dangerous zone, and may immediately suspend all or part of the performance of this contract.

The Contracting Authority shall be informed without delay.

The Contractor shall, within a maximum period of seven (7) days from its decision, provide written proof to the Contracting Authority that its decision was in conformity with the terms of the first paragraph above. He will specify the reasons for his decision, the foreseeable consequences for the Contract, the measures proposed to minimize these consequences and the costs caused by this demobilization and/ or suspension.

The amount of reimbursable expenses, resulting directly from this suspension, demobilization and/ or remobilization of staff, less amounts paid by the insurance holder, and the terms of repayment must be agreed jointly by the parties.

The Holder shall continue to fulfil its obligations under this contract and take all measures to minimize the consequences of demobilization of staff or any other person concerned and possible suspension of benefits. The parties shall determine, where necessary, any adjustments to this contract in order to ensure the continuation of performance.

In the event that the Holder is permanently prevented from performing this contract, article 38.1 of the CCAG Intellectual services «Difficulties in executing the contract» shall be applied.

5. Prices and price change

The offer is based on the economic conditions provided for in the CCAP *Price* article.

The services covered by the contract will be remunerated by applying the global and flat-rate amount specified below.

The cost of the mission is fixed within the limit of the amount indicated below.

The amount of the offer includes all expenses necessary for the execution of the contract: visits, meetings, travel.

Amount of the contract's services over the overall duration of the contract

Total amount h.t. €
Value-added tax	0% This contract meets the requirements necessary to benefit from the exemption of VAT.
Total amount VAT €

Amount of benefits-in full

Amount excluding tax (in letters) (€):

VAT at 0% rate:

Amount including tax (in letters) (€):

In the case of a grouping, the detailed breakdown of the services and tasks by phase to be performed by each member of the group and the amount of the contract due to each are broken down in the attached annex.

Mission expenses

Mission expenses (air tickets and per diem) according to the application of article 5.2 of the CCAP, will be paid within the limit of € 3000.

The amount of the offer includes all expenses necessary for the performance of the Contract under the conditions of the article «Content of prices» below.

5.1 Method of setting the prices of the Contract

The price of this contract is deemed to be established on the basis of the economic conditions defined in *the article Price change* below.

5.2 Price content

All amounts in this contract are expressed excluding VAT and are deemed to include all the obligations normally foreseeable for the performance of the services, subject matter of the contract, all expenses resulting from the performance of the services, so that the contracting authority has nothing to pay in addition, in particular:

for unit benefits: the price includes wages, all bonuses, allowances, social security contributions, etc.), overhead costs: preparation, participation and minutes of working meetings and restitution, collection of data necessary for studies from the various departments, anticipation and alert of AFD in case of delay, secretariat fees, insurance, reproduction and dissemination of deliverables, small office equipment, necessary for work (computer, printer, etc.) and possible on-site offices.

Travel and living expenses, which would arise from the postponement or rejection of benefits, are borne by the holder.

An envelope of € 3000 is provided for expenses related to the Per Diem and mission costs. Refunds will be made within this amount over the overall duration of the contract.

➤ Airline tickets

The cost of any PCR test for arrival or departure from the place of mission, as well as any visas, are included in the cost of air tickets.

Any PCR tests and other self-tests outside this case will not be covered by the contracting authority.

The prices of the plane tickets will be economy class, round trip and will be refunded in real within the limit of the price indicated above.

➤ The per diem

The mission fees will be paid in unit of package for per diem. The amount reimbursed shall not exceed the maximum amount referred to above in the commitment document.

Per diem covers accommodation, meals, transport costs within the place of mission and miscellaneous expenses. The holder can refer to the scale adopted by the European Union)

(<https://international-partnerships.ec.europa.eu/system/files/2022-09/Per%20diem%20rates%20-%2025%20July%202022.pdf>) for per diem costing.

The amount of daily per diem may not exceed the amount provided for by the European Union. They may not exceed the per diem of the country whose price is fixed by the European Union.

N.B. Travel undertaken by the expert for mobilization and demobilization as well as leave cannot be considered as work days or a mission and will not result in the payment of daily allowances.

In the case of joint or several agreements, prices are deemed to include all expenses resulting from the performance of the coordination and control services carried out by the agent, including general costs, or other, the margin for risk and profit as well as all costs resulting from measures to compensate for any failures of the members of the group and the consequences of these failures.

In the event of subcontracting, prices are deemed to cover the costs of coordination and control by the Service Provider entrusted to this subcontractor, as well as the consequences of these failures

5.3 Price change

The market prices are firm.

The prices of this contract shall be deemed to be established on the basis of the economic conditions of the month in which the tender is delivered by the holder.

This month is called "month zero".

6. Advance

➤ Amount and conditions of payment

Subject to the conditions set out in articles R. 2191-3 et seq., of the Code de la commande publique, an advance is paid to the contract holder unless otherwise specified in the commitment document.

The holder, in any case, may refuse to pay an advance.

The advance is neither upgradeable nor revisable, whatever the form of the market price.

It shall give rise to a single payment at the beginning of the performance of the contract.

The payment of the advance is not conditioned by the constitution of a guarantee at first request.

The advance shall be paid within 30 days of notification of the contract to the holder, and in any case before payment of the first invoice.

The advance will be calculated, according to the duration of the contract, under the conditions defined in article R. 2191-7 of the Public Procurement Code.

The rate of the advance is fixed at a maximum of 15% of the amount excluding tax.

➤ Repayment terms

The refund of the advance is charged against the sums due to the holder.

It shall commence when the amount of the services performed by the holder reaches 65 % of the amount T.T.C. of the services entrusted to him under the contract.

This reimbursement must be completed when the amount of the services performed by the contractor reaches 80% of the T.T.C. amount of the services entrusted to him under the contract.

If the public contract holder who received the advance subcontracts a share of the public contract after its notification, he shall refund the advance corresponding to the amount of the subcontracted services and giving rise to direct payment, even where the sub-contracting The Commission is not interested in receiving an advance.

7. Down payments

The deposit pays for a service done. The amount of the deposit may not exceed the value of the services to which it relates.

In order to obtain payment of a deposit, the contractor shall produce a statement of the services performed relating to his request for a deposit, which shall be verified and accepted by the contracting authority.

The advance payments are paid monthly as the mission progresses.

The amount of this contract will be invoiced monthly according to the prices of the deliverables defined in the global and flat-rate price breakdown of the holder and after their receipt in final version and validation by the prescribing service.

8. Holdback

No security hold will be made.

9. Settlement of accounts to the holder

9.1 Terms of payment of the price

9.1.1 Price settlement

The final payment will be made within 30 (thirty) days from the date of receipt of the invoice by the Contracting Authority, subject to the user service noting the proper performance of the services.

9.1.2 Payment requests

The payment request shall be dated and shall include, as appropriate:

- the market references;
- the amount of services received, established in accordance with the provisions of the contract, exclusive of VAT and, where applicable, reduced by the reductions if any or the amount of services corresponding to the period in question;
- the breakdown of flat-rate prices and the details of unit prices;
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding taxes, their amount including VAT and, where applicable, price changes established without tax and including VAT
- in the case of a joint grouping, for each economic operator, the amount of services provided by the economic operator;

- the application of price updates or revisions;
- where applicable, allowances, bonuses and deductions;
- any penalties for delay;
- advances to be repaid;
- the amount of VAT or, where applicable, the benefit of an exemption
- the amount including tax

The Contracting Authority reserves the right to complete or rectify payment claims which are incorrect or incomplete. In this case, the Director must notify the Holder of the rectified payment request.

9.1.3 Transmission of payment requests

The filing, transmission and receipt of electronic invoices are carried out exclusively on the Chorus Pro billing portal. When an invoice is sent outside this portal, the Contracting Authority may reject it after having reminded the issuer of this obligation and invited it to comply with it. To do this, your dematerialized invoices sent to the Contracting Authority must include the following information:

Establishment:	FRENCH DEVELOPMENT AGENCY ESTABLISHMENT
SIRET:	77566559900129
CHORUS Service Code:	To be performed according to the department of origin (PAR-MOA-016)
Market number:	BPD-2024-0654
Project number:	To be completed with the SIOP project number

9.2 Regulations in the case of joint and several partners

In the case of joint processing, only the representative of the grouping is entitled to submit payment applications.

In the case of joint and several grouping, a separate settlement will be made by each of the co-processors, if the distribution of payments is identified as an appendix to this Agreement.

The representative of the grouping shall indicate in each payment request which he sends to the Contracting Authority, the breakdown of payments for each of the co-processors.

The acceptance of a settlement to each of the joint and several partners cannot call into question the solidarity of the joint partners.

9.3 Payment terms

The time limit for the Contracting Authority or its representative to make payment of the final partial payments and the balance shall be 30 days from receipt of the request for payment.

9.4 VAT

This contract is exempt from value added tax because the market finances an action for the benefit of an institution comprising 26 national and regional development banks worldwide. Benefits are funded by foreign funds.

In accordance with the interpretative note of the French Tax Legislation Department dated 28 March

1986, the services designated in the General Tax Code are exempt from VAT when these intangible services are ordered by French public bodies acting within the framework of their mission of cooperation and assistance for the benefit of States or foreign entities located outside the European Union.

Please note that subcontractors are not exempt from VAT.

The status of AFD, the characteristics of the services to be provided and their destination, allow the Service Provider to claim this exemption from tax departments to which it would have to provide justification.

9.5 Default interest

Failure to pay advances, instalments, final partial payments or the balance within the period fixed by the Contract gives right to default interest, calculated from the day after the expiry of said period (or the deadline provided for in the Contract) until the date of payment of the principal included (Article R. 2192-32 of the Public Procurement Code).

The default interest rate applicable in the event of exceeding the maximum payment period shall be equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations in force on the first day of the half-year of the calendar year in which the default interest began to accrue, plus eight percentage points.

The amount of the flat-rate compensation for recovery costs is fixed at 40 euros.

10. Penalties

10.1 Rules for applying penalties

Notwithstanding section 14 of the CCAG-PI, penalties as defined in the following sections shall be applied.

The settlement of penalties will not prevent the termination of the Contract to the harm of the Holder in case of fault or non-performance of its obligations. Penalties are only due in the event of damages attributable exclusively to the retained Holder.

The penalties are cumulative and not liberating, they do not prejudice any claims for damages to which the contracting authority may claim.

The payment of penalties does not exempt the Holder from fulfilling its contractual obligations.

The amount of the penalties shall be deducted by the Contracting Authority from the balance to be paid, and any surplus shall be returned by the Holder to the Contracting Authority at its first request.

10.2 Late fees

Documents to be produced by the supplier within a period laid down in the contract must be transmitted by the supplier by any means making it possible to attest to their date of receipt by the purchaser.

Notwithstanding CCAG PI 14.1.1, the following are the terms and conditions for applying retar penalties:

Any delay will be determined by simply comparing the date of completion of the service with that fixed in the TDR or in the holder's offer.

In case of exceeding the period of execution the holder incurs a fixed penalty set at 150 € per day of delay.

In accordance with article 14.1.2 of the CCAG PI, the total amount of late penalties may not exceed 10% of the total amount excluding tax of the tranche in question.

By way of derogation from Article 14.1.3 of the CCAG PI, the holder will not be exempt from penalties whose total amount does not exceed €1,000 excluding tax for the entire contract.

10.3 Penalties for breach of security or confidentiality obligations

In the event of a breach of security measures or the obligation of confidentiality set out in section 5.1 of the CCAG PI, the holder is liable to penalties defined in section 14.2 of the CCAG PI.

10.4 Other penalties

- **Penalties for absence from a meeting:** 160 €/absence if no valid justification is provided by the service provider,

- **Penalties for failure to comply:**

- Failure to comply with obligations relating to the protection of labour and working conditions: €160 without prejudice to termination of contract without compensation

- Failure to comply with formalities relating to the fight against illegal work: €160 without prejudice to termination of contract without compensation

- Failure to comply with the technical brief: €500

- Failure to comply with legislation on the protection of personal data:
150 €

- Subcontracting not before intervention: € 500 without prejudice to termination of the contract without compensation

10.5 Penalties for breach of security or confidentiality obligations

The obligation of confidentiality is an essential obligation of this Agreement.

Breach of the security measures or confidentiality obligation set out in Article 5 of the CCAG-PI is likely to lead, in particular, to the termination of this Contract for serious misconduct under Article 39 of the CCAG-PI and exposes the Holder to the following penalties (Notwithstanding GC-IP 14.2):

In the event of non-compliance with the security and protection rules for Confidential Information not involving Personal Data: application of a fixed penalty between 0.5% and 1% of the amount executed under the Agreement on the date of recognition of the operative event;

In case of non-compliance with the security rules and protection of confidential information involving Personal Data: application of a fixed penalty between 1% and 2% of the amount executed of the Contract on the date of recognition of the operative event.

10.5.1 Penalties for execution at costs and risks

The contracting authority may have a third party perform all or part of the services provided for in the contract, at the expense and risk of the contractor under the conditions of Article 27 CCAG-PI.

11. Termination of the performance of the service

Insofar as technical parts are provided for in the Contract and in accordance with article 22 of the CCAG PI, the buyer reserves the right to stop performance of the services at the end of each of these technical parts without compensation.

Notwithstanding Article 22 of the CCAG PI, in cases where the termination of performance of the service at the end of a technical part is temporary, it does not entail the termination of the contract. In other cases, the judgment results in termination of the contract. The decision specifies whether the judgment is temporary or permanent.

12. Admission – Mission Completion

Upon receipt of the deliverables, the Contracting Authority will have 15 working days to validate or not the deliverables. If the Contracting Authority wishes to amend the deliverable, it shall communicate its comments on these deliverables to the Holder no later than 15 working days after receipt. The Holder will have 7 working days to take into account these comments and propose a new version of the deliverable. This process may be renewed until the Contracting Authority is satisfied with the deliverables.

The deliverable will only be validated upon decision of the contracting authority.

13. Insurance - Liability

By way of derogation from article 9.2 of the CCAG-PI, the holder must justify by means of a certificate stating the extent of the guarantee at the time of consultation and then during the performance of his services if the contract lasts more than one year, that he holds liability insurance from a reputable solvency insurance company, covering the financial consequences of the liabilities that may be incumbent on him in any capacity whatsoever, including because of his sub-obligations. The Commission shall, in the event of a contract between the parties, determine whether the contract is to be concluded with the supplier. This guarantee will be maintained throughout the duration of the contract.

Insurance policies should provide sufficient amounts of cover for the risks incurred and include the consequences of any solidarity.

The holder undertakes to obtain from his subcontractors the justification of insurance subscriptions guaranteeing their liabilities under the same conditions as those specified above.

He undertakes to maintain the required insurance in a valid state for the duration of his responsibilities.

14. Intellectual Property – Use of Results

14.1 Prior knowledge regime and standard prior knowledge

The provisions of sections 33 and 34 of the CCAG PI will apply to the contract.

14.2 Results regime

Notwithstanding Article 35 of the CCAG PI, the Contracting Authority shall provide for the following conditions:

14.2.1 Assignment of copyright

The Contractor shall exclusively assign to the Contracting Authority the rights to the Service, as well as any element constituting it in part or in full. It irrevocably assigns to the Contracting Authority, exclusively for the whole world and for the legal duration of copyright, the rights of exploitation, representation and reproduction and adaptation for commercial and/or non-commercial purposes that it holds or will hold on the reports, works, studies and documents made under the Service (hereinafter the "Assignment").

Specifically, the Assignment includes the rights:

- to use, reproduce, preserve, distribute, communicate, execute, translate, exploit, disseminate, represent the Service;
- for promotional, commercial or non-commercial, public or private purposes and in particular but without this list being exhaustive on the occasion of exhibitions, information operations or public relations);
- partially or fully on any medium, current or future, and in particular paper, optical, digital, magnetic or other computer, electronic or telecommunication media.

The Assignment is carried out as reports, works, studies and documents made by the Service Provider under the Service are produced.

The Service Provider also acknowledges the right of the Contracting Authority to transfer to any third party its right to use reports, works, studies and documents produced by the Service Provider under the Contract.

14.2.2 Guarantees of the Assignment

During the entire duration of the Assignment, the Holder (i) undertakes not to distribute the Service in any medium whatsoever without the agreement of the Contracting Authority and (ii) guarantees the peaceful enjoyment of the property rights thus transferred to the Contracting Authority against any disturbance, claim or eviction of any kind whatsoever. In particular, it guarantees that it has regularly acquired all the rights, including intellectual property, necessary for the Assignment.

Accordingly, the Holder guarantees the Contracting Authority against any action, claim, claim or opposition by any person invoking an intellectual property right or a competition and/or parasitic act to which the Assignment would infringe.

The Data Controller guarantees that the Service does not contain anything that may constitute a violation of the laws and regulations in force, in particular with regard to defamation and insult, privacy and the right to image, infringement of morality, to counterfeiting or plagiarism.

14.2.3 Remuneration of the Assignment

The price of the Assignment is included definitively in the remuneration of the Contract. The Holder acknowledges that he is aware of it and may not claim any additional amount under the Assignment.

15. Additional clauses

15.1 Receivership or liquidation

The following provisions shall apply in the event of receivership or liquidation.

The judgment establishing the receivership or judicial liquidation shall be notified immediately to the contracting authority by the contracting authority. The same shall apply to any judgment or decision which may have an effect on the performance of the contract.

The contracting authority shall send a formal notice to the administrator or liquidator asking whether it intends to require the performance of the contract. In the event of a judicial redress, this formal notice is sent to the holder in the case of a simplified procedure without administrator if, pursuant to article L627-2 of the Commercial Code, the judge commissioner expressly authorized him-The Court of First Instance has not been able to exercise the right under Article L622-13 of the French Commercial Code.

In the event of a negative response or no reply within one month from the date of sending the formal notice, the contract shall be terminated. The period of one month may be extended or shortened if, before the expiry of that period, the supervising judge has granted the administrator or liquidator an extension, or has given him a shorter period.

The termination shall take effect on the date of decision by the administrator, liquidator or holder to waive further performance of the contract, or at the end of the period of one month above. It does not entitle the holder to any compensation.

15.2 Declaration and obligations of the Holder

15.2.1 Declaration by the Holder

The necessary authorisations under the Contract and insurance relating to the Service will be borne by the Service Provider. The Service Provider declares that it will subscribe and maintain, and ensure that its Personnel has insurance covering all risks related to the performance of the Service. The Service Provider will provide AFD, upon request by AFD, with the corresponding insurance certificate or certificates.

The Service Provider declares:

- that he has obtained from the competent authorities all the necessary authorizations to carry on his activity.
- that it has all the necessary authorizations for the validity of the Contract and for the performance of the obligations arising therefrom;
- that the Staff is employed by it in accordance with the labour regulations applicable to it.

In accordance with articles L 8222-1 and D 8222-5 of the French Labour Code, the Service Provider must provide the following documents at the signing of the Contract, then on a regular basis according to the period of validity of each document:

- The document in validity attesting to the effective registration of the structure (extract K-bis or equivalent)
- A tax certificate issued by the competent authorities certifying that the Holder is up to date with his tax obligations;
- A certificate issued by the competent authorities certifying that the Holder is up to date with his social obligations;
- A certificate of civil and/ or professional liability insurance valid.
- The nominal list of foreign workers outside EC or posted, jobs by the structure or failing that a certificate on the honor of non-employment of foreign workers outside EC.

These documents must be provided and kept up to date in the PROVIGIS tool – a tool for collecting certificates issued by the contracting authority.

15.2.2 Duty of confidentiality

The Holder, acting both for himself and on behalf of the Personnel he or she is responsible for, undertakes, during the term of the Contract and for a period of five (5) years following the end of the Contract, to ensure that the Confidential Information:

- are protected and kept strictly confidential, and are treated with the same degree of care and protection as it gives to its own confidential information of equal importance;
- Are only internally transmitted to the Staff;
- are not used for any purpose other than that defined in the Agreement.

Notwithstanding the above paragraph, information covered by professional and banking secrecy shall be kept confidential until such time as the relevant secrecy is lifted.

The Contractor undertakes not to disclose, directly or indirectly, in part or in whole, the Confidential Information without the express prior written consent of the Contracting Authority, to keep confidential any information or document obtained under the Contract and not to communicate to third parties on the missions entrusted to it without prior, express and written authorization from the Contracting Authority.

At the end of the Contract, the Holder undertakes to destroy all manual or computerized files storing the information entered.

15.2.3 Powers of the Holder

The Contracting Authority shall not have any power to act in the name of, on behalf of or to bind the Contracting Authority, except as may be expressly and specially mandated by the Contracting Authority on a case-by-case basis. The Contracting Authority alone shall be the judge of any decisions to be taken on proposals submitted by the Contractor at the end of the Service.

15.2.4 Integrity clause

The Holder declares and undertakes to:

- have committed any act likely to influence the competitive bidding process and in particular that no Agreement has been made or will be made;
- what the negotiation, execution and execution of the Contract have not given, do not give rise to or will not give rise to an Act of Corruption and/or an Act of Fraud.

15.2.5 Social and environmental responsibility

The Contracting Authority attaches great importance to compliance with provisions for sustainable development, in both its social and environmental aspects.

15.2.6 Personal data

As part of the Service, the Data Controller may be required to process personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation («GDPR») and Law 78-17 of 6 January 1978, as amended, known as the "Data Protection Act" (hereinafter "Data"), on behalf of and under the responsibility of the Contracting Authority. Therefore, the Holder would act as a «subcontractor» of the Contracting Authority, within the meaning and under the conditions described in article 60 of the Data Protection Act and 28 of the GDPR.

Also, if applicable, the Holder undertakes to:

- not to use the Data for purposes other than those necessary for the implementation of the Service and not to make any copies of the Data other than in the strict framework of the performance of the Contract,
- respect the principle of relevance and proportionality of the personal data processed and, consequently, to collect/process only Data strictly necessary for the provision of the Services. In any event, the Holder undertakes to act only on written and prior instructions from the Contracting Authority which may spontaneously or at the request of the Holder, specify in writing the categories of personal data that may be processed for the performance of the Service,
- not to transfer the Data to countries outside the European Economic Area, within the meaning of Articles 44 and following of the GDPR, without the prior written consent of the contracting authority.

Subcontracting

The Data Controller undertakes not to subcontract all or part of the Services involving participation in the implementation of the Data processing, except with the prior written consent of the Contracting Authority. If the Contracting Authority accepts the proposed subcontracting, the Data Controller undertakes to conclude with its identified subcontractor a contract containing the same obligations as regards the protection of Data as those currently agreed.

The Data Controller shall, at the first request of the Contracting Authority, justify contractual commitments by any third party Data Controller involved in the processing of the Data, if necessary by communicating the relevant contractual documents.

Security, privacy and audit

The Data Controller undertakes to treat the Data with the strictest confidentiality. The Contractor shall manage, within the framework of his responsibilities, the internal organisation of his company and define logical, physical and organisational measures capable of responding to the specific instructions of the Contracting Authority and, more broadly, the requirements for data protection against unauthorized access, misuse, fraudulent use or loss. The Contractor shall immediately inform the Contracting Authority if the measures implemented do not meet or no longer meet these

requirements.

The Holder must immediately notify the Contracting Authority of any control measures or access request made by authorities duly authorized for this purpose, such as the services of the CNIL or the judicial police.

These obligations of confidentiality and security of the Data remain valid after the end of the Contract as long as the Holder continues to store or access the Data. These obligations will only end on the day when the Data Holder ceases to access and/or store the Data.

In accordance with the provisions of Article 28 of the GDPR, the Contracting Authority must ensure compliance with the security and confidentiality measures implemented by the Holder. The contracting authority is therefore authorised, directly or through any person it has mandated to this effect, to:

- request any useful information from the Holder justifying the implementation of security and confidentiality measures (controls on documents),
- check at the place of activity of the Holder or its subcontractor the effectiveness of the implementation of these measures (on-the-spot checks).

The Contracting Authority may conduct an on-site monitoring mission once a year at the Holder's premises during normal business hours without disrupting the functioning of the Holder's undertaking. In addition to this annual control mission, the Contracting Authority may initiate any ad hoc monitoring mission in case of a security breach affecting the confidentiality, integrity or security of the Data, whether voluntarily or accidentally, including any breach, loss, theft, unauthorized access, disclosure, destruction, alteration of the Data (hereinafter referred to as "Data Breach").

The Contracting Authority must respect the Data Controller's operational processes and notify 72 hours before any visit by specifying the scope of the control, except ad hoc control following a Data Breach.

The Contracting Authority undertakes to make its best efforts to assist the person mandated during the checks and to allow him access to the premises and relevant equipment. The Holder undertakes to provide, upon request from the Contracting Authority, the information required for the purpose of allowing a control, on documents or on site, by the Contracting Authority on the conditions for implementing the processing of the Data and provide it with any relevant documentation.

Notification of Data Breaches by the Holder

The Data Controller undertakes to inform the Contracting Authority without delay, as soon as it becomes aware of any Data Breach. The Contractor undertakes, where appropriate, to provide all necessary information to the Contracting Authority (or any person expressly designated by it) at the same time as this information to assess the risks and impacts of the Data Breach and enable it to make any useful decisions.

In agreement with the Contracting Authority, the Data Controller shall implement without delay all appropriate measures to prevent any new Data Breach.

The notification of Data Breaches to the Contracting Authority by the Contractor and their

management are an integral part of the Services and will not give rise to additional invoicing.

In the event that the applicable regulations impose on the contracting authority as data controller an obligation to notify the services of the CNIL, the Holder shall provide any assistance to enable it to make such notification within the applicable period.

If information of the persons concerned is necessary, this communication shall be carried out according to a timetable and content determined by the contracting authority (where appropriate in consultation with the competent supervisory authority).

Power of inquiry of the Contracting Authority

The Contracting Authority has extensive rights to give any directives, in particular with regard to the nature, importance and modalities of processing of the Data. The directives given by the contracting authority must be in writing and may not give rise to a request for additional remuneration by the Contractor.

As part of its obligation to advise, the Data Controller must inform the Contracting Authority without delay if it considers that a directive is contrary to French and European regulations relating to the protection of personal data.

At the end of his assignment, the Holder shall, at the option of the Contracting Authority, either give the Contracting Authority the Data in its possession or delete them immediately and in full, subject to the application of legal provisions that prevent the complete deletion of Data. The same applies to copies for automatic backups.

The deletion will, if necessary, be recorded in a report with an indication of the date. A copy of the minutes shall be sent to the Contracting Authority.

Rights of data subjects

Any request for information from the Data Controller issued by a person concerned by the processing of Data, within the meaning of Article 4 of the GDPR will be immediately transmitted to the Data Protection Officer of the Contracting Authority or any other person expressly designated by the Contracting Authority. The same applies to any request for access, rectification or opposition. The Contractor shall provide the Contracting Authority with any assistance it needs to enable it to comply with these requests within the statutory time limits.

Formalities

The Contractor shall cooperate with the Contracting Authority and provide it with all information necessary for it to draw up and update the list of automated processing provided for in Article 47 of the decree of 20 October 2005 or, more broadly, to carry out all the necessary formalities prior to the implementation of the processing, including impact assessments, requests for authorisation or prior consultation with the CNIL.

Proof of the conformity of the treatment

The Contractor undertakes to keep and make available to the Contracting Authority all relevant documentation justifying that the processing of the Data implemented by the Contractor on behalf of the Contracting Authority has been carried out in accordance with the commitments made within the framework of the Contract and any specific instructions from the Contracting Authority.

The Holder undertakes to keep said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which the Contracting Authority may be held liable because of the conditions and modalities for implementing the processing of Data by the Data Controller. The Holder may nevertheless release himself in advance of this obligation by submitting to the Contracting Authority at the end of the Contract said documentation.

Management of the Contracting Authority's suppliers

In the context of the administrative management of its suppliers, the Contracting Authority shall implement a processing of personal data likely to concern the personnel of the Holder, which therefore disposes, pursuant to the Data Protection Act, a right of access, rectification and opposition. These rights are exercised directly with the AFD group's Data Processing and Freedom Correspondent, in particular by email to the following address: informatique.libertes@afd.fr.

15.3 Obligations of the Contracting Authority

To enable the Holder to carry out his work, the Contracting Authority shall ensure that:

- make available to the Service Provider all the elements it holds and necessary for the knowledge of the problem in order to carry out the Service;
- facilitate the Service Provider's contact with the persons of the Contracting Authority concerned by the Service.

15.4 Miscellaneous

The Contractor may not assign any of its rights and/or obligations under this contract unless expressly agreed in advance by the Contracting Authority.

All notices, reports and other communications relating to the Contract shall be issued or sent to the respective homes of the Parties mentioned above. They shall become effective upon receipt at that address or at any new address duly notified in writing to the other party.

Any modification of the terms and conditions of the Contract, including changes to the nature or volume of the Service or the amount of the Contract, shall be subject to a written agreement of the Parties.

The originals of the Agreement are drawn up and signed in French. If a translation is made, only the French version shall prevail in case of divergence of interpretation of the provisions of the Agreement or in case of dispute between the Parties.

16. Audit

The Contracting Authority reserves for itself, or for the Autorité de contrôle prudentiel et de résolution (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the Monetary and Financial Code for Services to be performed abroad or in the

context of ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public archive authority and for the persons designated by them the right to carry out any audit of the Supplier. This audit could:

- Aim to verify compliance by the supplier with its contractual obligations, the conditions for performance of services and/or the performance of the holder, as well as applicable regulatory requirements;
- To deal with personal data, the details of which are specified in the article on Personal data in this contract;
- To allow the exercise of the supervisory and resolution powers of the ACPR, as provided for in Article 63, paragraph 1, point a), of Directive 2014/59/EU and Article 65, paragraph 3, of Directive 2013/36/EU.

The Contracting Authority reserves for itself and for the ACPR, as well as for any person possibly designated by them, the unconditional right to inspect and audit the manner in which the service provider fulfils the applicable contractual and regulatory requirements. In this context, the contracting authority, the ACPR and third parties mandated by them will have full access to all relevant professional premises (head offices, operational centres etc.), all devices, relevant systems, networks, information and data used to provide the service, including related financial information, and to the staff members and external auditors of the service provider, who may be requested to provide written or oral explanations free of charge.

The contracting authority also reserves the right to carry out so-called individual audits and conduct penetration tests at the service provider in order to assess the effectiveness of measures and processes implemented in terms of cyber security and internal ICT security.

In the event of subcontracting, duly authorised by the contracting authority, the service provider shall ensure that the subcontractor grants to the Contracting Authority and the ACPR the same contractual access and audit rights as those granted by the service provider.

This audit may be carried out at any time at the option of the Contracting Authority, including once the contract has been concluded, within a period of five (5) years.

The Holder shall be notified by the Contracting Authority, the ACPR or third parties acting on their behalf of the control in writing one month before the commencement of the audit, unless this is impossible due to an emergency or crisis situation or leads to a situation in which the audit would no longer be effective. In this respect, the Contracting Authority may appoint an independent expert, not competing with the Holder, who must sign a confidentiality undertaking.

The Holder undertakes to collaborate with the Contracting Authority or its representative and with the ACPR and to facilitate their audit by providing them with all the necessary information and responding to all their requests related to this audit, within the limits of the control listed at the beginning of this article. In the event that their requests exceed these contractual limits of the authorised audit, the Contractor shall alert the Contracting Authority. Both parties will seek the best means of achieving the above control within the contractual limits allowed.

During the entire term of the Contract and during the period of the fiscal limitation period after its termination, the Holder undertakes to make available to the Contracting Authority and its authorised auditors, all accounting documents and other documents relating to the services covered by the contract.

The Holder undertakes to maintain complete and accurate records of invoices and all related

documentation relating to the preparation of such invoices.

These archives include (but are not limited to):

- Physical documents (paper, CD, etc.),
- Electronic documents (e-mails and information stored in electronic databases)

In the event that the Contracting Authority requires the production of documents in the exclusive and demonstrated possession of the Holder, audits will then be conducted on the premises of the Holder and must comply with the opening hours, the uses and safety rules in force in the premises in question. The Contracting Authority may access the premises of the Holder after having notified its request in writing and with 72 hours' notice.

The cost of this audit shall be borne by the contracting authority except in the event that such audit reveals a failure on the part of the Holder.

17. Reversibility

At any time during the performance of this contract, at the request of the Contracting Authority, and in case of expiry or termination of all or part of the contract for any reason whatsoever:

The Holder undertakes to ensure reversibility and to make every effort at legal and human level to allow the Contracting Authority, on the date of termination of the Contract, to take back or have taken over by a third party the service covered by this Contract, in the most coordinated way possible and under the most economical conditions for the Contracting Authority, and allowing in particular the continuity of the service, subject to the contract, with a minimum of interruptions. To this end, after the termination of the Contract and during a transition period of 3 months, the Holder will continue to provide the service beforebe fully and effectively taken over by the Contracting Authority or by a new service provider appointed by it.

On termination of the Contract, whatever the cause, the Contractor shall make available to the Contracting Authority any document which may be necessary for him in connection with the resumption of the service, whether to insure it itself or entrust it to a third party.

At the request of the Contracting Authority, the Contractor undertakes, over a period of up to two (2) months from the end of the Contract, to respond to any request for assistance, even on an ad hoc basis, made by the Contracting Authority or by the Contractor appointed by the Contracting Authority.to resume the service covered by this Agreement.

The Parties agree to the following provisions with regard to reversibility assistance provided by the Holder:

- if the reversibility results from a termination or termination of the Contract, following a fault or failure of the Holder, or if it arises from a non-renewal at any of the deadlines of the Contract due to the Holder, the reversibility assistance services provided by the Contractor are not invoiced to the Contracting Authority,
- if the reversibility arises from the occurrence of a force majeure or termination of the Contract in the context of shared wrongs, the costs of assistance to the Reversibility are shared by half,
- if the reversibility arises from any other cause for interruption of this Contract, the reversibility assistance services provided by the Contractor shall be invoiced to the Contracting Authority in

their entirety.

In this context, the Holder undertakes to:

- return, in an integrated, exploitable and agreed format, all the data belonging to the Contracting Authority as well as the personal data previously communicated by the Contracting Authority,
- destroy any copies of this data and not use it for own use or for the benefit of third parties

The Holder undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in case of insolvency, resolution or interruption of the business activities of the Holder. It shall not subcontract the Service or transfer data to a third party without the prior written consent of the contracting authority and shall refrain from any measure having the effect of hindering access by the Contracting Authority to the data belonging to it. In the event of a voluntary interruption of its business activities related to the Service, the Contractor undertakes to notify the Contracting Authority at least 3 times beforehand and ensure the reversibility of the outsourcing of the Service

18. Termination of the Agreement

Articles L 2195-1 and following of the Code of the public procurement as well as articles 36 to 42 inclusive of the CCAG-PI will be applied with the following clarifications:

18.1 Termination of the Licensee's Damages

The Contracting Authority may, after formal notice has not been received within the period specified and subject to a notice period of not less than fifteen (15) days, terminate the contract at the expense of the Contractor under the conditions set out in Article 39 CCAG-PI.

In particular, and not exclusively, the contracting authority reserves the right to terminate the contract if:

- repeated non-performance or poor-quality execution of expectations and operational requirements;
- repeated application of the penalties provided for in Article Penalties of this CCAP, not followed by significant improvement;
- repeated findings of rejections or postponements of benefits, in application of the provisions of the verification and validation operations of the Admission - Completion article of this CCAP;
- Failure to comply with the provisions of Schedule 1 of this PCCC "Security".

The shortcomings referred to above must be previously noted by the parties in the Steering Committee.

The Contracting Authority also reserves the right to terminate the contract with the Holder when:

- the latter no longer has the certifications and approvals required for the performance of the Service;
- Where the processing, management or security of confidential information and personal or sensitive data has weaknesses such as integrity, security, confidentiality or fair handling of such information and data appear to be compromised.

This termination for fault is without prejudice to other actions, including criminal, that would be committed in this case against the Holder.

In the event of termination for fault:

- Sections 27 and 39 of the CCAG PI are applied with the following clarifications: the contracting authority may have a third party perform the services provided for in the contract at the contractor's expense and risk under the conditions set out in Article 27 of the CCAG PI. The

decision to terminate shall expressly mention this;

- The Owner is not entitled to any compensation;
- By way of derogation and in addition to Articles 39 and 41.3 of the CCAG PI, the fraction of the benefits already performed by the holder is remunerated with a 10 % reduction.
- The Contractor shall indemnify the contracting authority for all costs and/or damages incurred and suffered by the contracting authority as a result of the termination of the contract directly or indirectly, and in particular where applicable, the costs incurred by the contracting authority as a result of the substitution of the Holder by a new service provider.

In case of termination pursuant to article L2195-4 of the Code of public procurement, the equivalent offences provided for by the legislation of another state outside the European Union will also be applied.

In addition to article 39 of the CCAG PI, in case of non-production within 8 days of acceptance of a sub-contract of second rank and more presented by the sub-Tier 1 and above of the personal and joint and several guarantee guaranteeing payment of all sums due by them to the sub-contractor of the second rank and above, and after formal notice from the sub-contractor of tier 1 and above and the contractor, The contract shall be terminated without effect within a period of 8 days, without the latter being entitled to compensation and, where applicable, with performance of the services at its own expense and risk.

18.2 Termination for the public interest

In the event of a termination for general interest reasons, or at the request of the ACPR, the cancellation indemnity is set at 5% of the amount committed excluding market VAT, less the amount excluding unrevised VAT of the services admitted.

18.3 Termination for failure to comply with the formalities relating to the fight against illegal work

In accordance with articles L 8222-1 and D 8222-5 of the French Labour Code and article 15.2 "Declaration by the service provider", the Service Provider must provide documents every six (6) years upon signing of the Contract. The following documents shall be kept up to the end of the performance of the Contract:

- a certificate of provision of social security declarations issued by the social protection body responsible for collecting the social security contributions incumbent on the Service Provider and dating from less than six (6) months; this certificate must bear the mention of the payment of social security contributions and contributions which must show the identification of the enterprise, the number of employees and the remuneration base declared on the last summary of social security contributions sent to the collection agency;
- an extract from the entry in the Trade and Companies Register] or [a copy of the identification card justifying registration in the Trades Register] or [a receipt for filing a declaration with a business formalities centre];
- a certificate on the honour drawn up by the Service Provider certifying that its employees have been provided with pay slips in accordance with French regulations[2].

Pursuant to article L 8222-6 of the French Labour Code, AFD reserves the right to impose a penalty on the Service Provider who does not comply with the formalities mentioned in articles L 8221-3 to L 8221-5 of the Labour Code relating to undeclared work by concealment of activity and concealment of salaried employment.

Without prejudice to Articles L. 8222-1 to L. 8222-3, any legal person under public law who has contracted with an undertaking, informed in writing by a control officer of the irregular situation of that undertaking in respect of the formalities referred to in Articles L. 8221-3 and L. 8221-5,

immediately ordered the company to put an end to this situation without delay. The undertaking thus put in the first and third paragraphs of this article or, in case of continuation of the contract, if proof of the end of the tortious situation has not been brought to it within six months of the formal notice, the legal person governed by public law is jointly and severally liable with its co-contracting party to pay the sums referred to in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3. demeure to the public person within two months, evidence that the criminal offence has been terminated. Otherwise, the contract may be terminated without compensation at the expense and risk of the contractor. The legal person under public law shall inform the agent responsible of the action taken by the undertaking in response to its injunction. Failure to comply with the obligations arising from

19. Disputes

In the event of disputes between the parties, section 43 of the CCAG PI shall be applied.

French law is the only applicable law.

In the event of a dispute, the competent court is the Administrative Court of Paris.

20. Provisions applicable in the case of foreign holder

French law is the only applicable to this contract.

Any report, documentation or correspondence relating to this contract must be in French, or may be in English after agreement by AFD.

21. Exceptions to the general documents

Notwithstanding Article 1 of the CCAG-PI, derogations from the provisions of the CCAG-PI are not summarized in this article but are expressly indicated as it is read.

22. Advance acceptance

An advance is provided under the conditions set by the regulations in force.

Sole Proprietor/Agent: Refuses to collect advance ☐

☐ Agrees to collect advance

The attention of candidates is drawn to the fact that if no choice is made, the contracting authority will consider that the company refuses to collect the advance.

The receipt of the advance by the joint processors and subcontractors is indicated in the annexes.

The advance will be paid and settled under the conditions set by the article Advance of the CCAP which also determines the guarantees to be put in place by the company or companies.

23. Candidate's signature

The candidate is reminded that the signature of this Contract the act of commitment constitutes acceptance of all contractual documents.

The supplier adheres to the Supplier Relations Charter presented [here](#) and undertakes to respect the principles and commitments set out above, throughout the purchasing process and the

contractual relationship with the AFD group.

The supplier also undertakes to make known and enforce the commitments of this Charter by all its employees, including temporary and interim, partners, suppliers, and subcontractors.

Made in a single original

A:

The

Signature(s) of the holder, or in case of a grouping of undertakings, of the authorised representative or of each member of the grouping:

24. Acceptance of the offer

The subcontractors proposed in the subcontracting acts annexed to this Agreement are accepted as entitled to direct payment and the payment terms indicated are agreed.

This offer is accepted as an undertaking.

A

The

The contracting authority

25. Appendix: Declaration of subcontracting

Annex to the Act of Commitment

Contracting authority: Agence Française de Développement

- Buyer Designation:

.....
.....

- Person entitled to give information on pledges or assignments of claims:

.....
.....

Subject of the contract

Purpose of the consultation: Support for the administrative and financial management of the NUCA program within the IDFC facilities coordination unit.

Purpose of the contract: Support for the administrative and financial management of the NUCA program within the IDFC facilities coordination unit.

Subject of the subcontractor's declaration

This Subcontracting Declaration constitutes:

☐ A document attached to the bidder's bid.

☐ A special act accepting the subcontractor and approving its payment terms (*subcontractor submitted after award of the contract*)

☐ A special amending act: it cancels and replaces the declaration of subcontracting of

Identification of the bidder or holder

Business name and legal name of the unit or establishment performing the service, postal addresses and head office (if different from the mailing address), email address, telephone and fax numbers, SIRET number:

.....
.....
.....

Legal form of the individual tenderer, holder or member of the grouping (sole proprietorship, SA, SARL, EURL, association, public institution, etc.):

.....
.....
.....

In the case of a temporary grouping of undertakings, identification and contact details of the authorised representative of the group:

.....
.....
.....

Identification of the subcontractor

Business name and legal name of the unit or establishment performing the service, postal addresses and head office (if different from the mailing address), email address, telephone and fax numbers, SIRET number:

.....
.....
.....

Legal form of the individual tenderer, holder or member of the grouping (sole proprietorship, SA, SARL, EURL, association, public institution, etc.):

.....
.....
.....

Natural person(s) with the power to hire the subcontractor: (Indicate the name, surname and capacity of each person):

.....
.....
.....

Is the subcontractor a micro, small or medium-sized enterprise within the meaning of the Commission's recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises or an artisan within the meaning of section 19 of the Act of 5 July 1996 n° 96-603 as amended relating to the development and promotion of trade and crafts? (*Art. R. 2151-13 and R. 2351-12 of the French Public Procurement Code*)

☐ YES ☐ NO

Nature of the services subcontracted

Nature of the services subcontracted:

.....

Subcontracting of personal data processing:

(To be completed if applicable)

.....
.....

The processor is authorized to process the personal data necessary to provide the following service(s):

.....
.....
.....
.....
.....

The duration of treatment is:

The nature of the data transactions is:

The purpose(s) of the processing is (are):

.....
.....
.....
.....
.....

The personal data processed are:

The categories of persons concerned are:

The bidder/licensee states that:

☐ The subcontractor shall provide sufficient guarantees for the implementation of technical and organisational measures to ensure the protection of personal data;

☐ The subcontract shall include the mandatory clauses provided for in Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data and repealing Directive 95/46/EC (GDPR).

Price of the services subcontracted

Amount of outsourced benefits:

In the event that the subcontractor is entitled to direct payment, the amount of the subcontracted services indicated below, adjusted as appropriate by applying the formula for price change indicated below, is the maximum amount of money to be paid by direct payment to the subcontractor.

a) Amount of the subcontract in the case of services not covered by b) below:

- VAT rate:
- Amount excluding tax (€):
- Amount including VAT (€):

b) Amount of the subcontract in the case of subcontracted work falling under Article 283-2 nonies of the General Tax Code:

- VAT rate: self-assessment (VAT is due by the holder)
- Amount excluding VAT (€):

Methods of price change:
.....

The Contractor declares that its subcontractor meets the conditions for being **entitled to direct payment:**

(Art R. 2193-10 or Art R. 2393-33 of the Public Procurement Code)

☐ YES ☐ NO

Payment condition

Bank References:

(Attach an IBAN)

IBAN:

BIC:

The subcontractor requests an advance:

☐ YES ☐ NO

Subcontractor Capabilities

(Note: this information is only required when the purchaser requires it and has not already been submitted under DC2-see H of DC2.)

Summary of the information and information, or documents, requested by the buyer in the consultation documents that must be provided, as an appendix to this document, by the subcontractor to prove its suitability for the professional activity concerned, economic and financial capacity or professional and technical capacity:

Application form to be completed

Where applicable, the internet address at which supporting documents and means of proof are directly accessible free of charge, as well as all the information necessary to access them:

- Internet address:

.....

- Information required to access it:

.....

Certificates on the subcontractor's honour in respect of exclusions from the procedure

The subcontractor declares on honour ^(*) that he does not enter into any of the exclusion cases provided for in articles L. 2141-1 to L. 2141-5 or articles L. 2141-7 to L. 2141-10 of the Public Procurement Code ^(**)

To certify that the subcontractor is not in one of these cases where a bid is prohibited, check the following box: ☐

() Where an economic operator is, during the procedure for awarding a contract, placed in one of the cases of exclusion mentioned in articles L. 2141-1 to L. 2141-5, in articles L. 2141-7 to L. 2141-10 or in articles L. 2341-1 to L. 2341-3 of the French Public Procurement Code, inform the buyer of this change in situation without delay.*

*(**) In the event that the subcontractor is admitted to the receivership procedure, its attention is drawn to the fact that it will have to prove that it has been authorised to continue its activities for the foreseeable duration of the public contract.*

Evidence documents available online:

Where applicable, the internet address at which supporting documents and means of proof are directly accessible free of charge, as well as all the information necessary to access them:

(If the address and information is identical to those provided above, simply refer to the relevant section.)

- Internet address:

.....

- Information required to access it:

.....

Assignment or pledge of claims arising from the public contract

☐ **First hypothesis:** This declaration of subcontracting constitutes a **special act**.

The holder establishes that no assignment or pledge of claims resulting from the public contract shall prevent direct payment by the subcontractor, under the conditions provided for in Article R. 2193-22 or Article R. 2393-40 of the French Code de la commande publique.

As a result, the holder produces with DC4:

☐ The single copy or certificate of transferability of the public contract issued to it,

OR

☐ An attestation or discharge from the beneficiary of the assignment or pledge of claims.

☐ **2nd hypothesis:** This declaration of subcontracting constitutes a **special amending act**:

☐ The holder requests an amendment to the single copy or transferability certificate provided for in Article R. 2193-22 or Article R. 2393-40 of the Public Procurement Code, which is attached to this document;

OR

☐ The single copy or transferability certificate having been delivered for an assignment or pledge of claims and not being able to be returned, the holder either justifies that the assignment or pledge of claims in respect of the public contract does not prevent direct payment from the subcontracted party, or that its amount has been reduced so that such payment is possible.

This justification shall be given by a certificate or discharge from the beneficiary of the assignment or pledge of claims arising out of the contract which is attached to this document.

Acceptance and approval of the subcontractor's payment terms

A , the A , the

The subcontractor:

.....

The bidder or incumbent:

.....

The buyer's representative, who is competent to sign the contract, accepts the subcontractor and agrees to its payment terms.

A , the

The buyer's representative:

Notification of special act to holder

In the case of sending by registered letter with acknowledgement of receipt:

(Paste the postal acknowledgement of receipt, dated and signed by the holder)

In the event of delivery against receipt:

The holder shall receive as notification a copy of this special act:

A, the

26. Appendix: Co-processor designation and benefit allocation.

Annex to the Act of Commitment

Complete one copy per co-contractor:

Applicant's business name and legal name:

.....

Address of the establishment:

.....

.....

.....

Head office address: *(if different from the establishment)*

.....

.....

Email address:

Phone:

Fax:

SIRET NO.: APE:

Intra-Community VAT no.:

Agrees to receive advance:

☐ Yes

☐ No

Bank References:

IBAN:

BIC:

Company designation	Services concerned	Amount HT (€)	VAT rate	Amount including tax (€)
Legal name:				
Legal name:				
Legal name:				
Legal name:				
Legal name:				
	Totals			

27. Appendix: Pledge or assignment of claims

☐ **Certificate of transferability** issued (1) on to

OR

☐ **Copy issued in one copy** (1) for delivery to the credit institution in the event of assignment or pledge of:

1 The entire contract, the amount of which is ☐ (enter the amount in numbers and letters):

.....
.....
.....

2 The entire purchase order n° relating to ☐ the contract (indicate the amount in numbers and letters):

.....
.....
.....

3 The part of the services which the consultant does not intend to entrust to subcontractors receiving direct payment is estimated at ☐ (enter in numbers and letters):

.....
.....
.....

4 The portion of benefits assessed in ☐ (enter amount in numbers and letters):

.....
.....
.....

and to be executed by

.....

as:

☐ member of a business group

☐ subcontractor

A

le

Signature (2)

(1) Check the box that corresponds to your choice, either a certificate of transferability or a copy issued in one copy

(2) Original date and signature

28. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF
THE PERFORMANCE OF SERVICE CONTRACTS

Service contract

Contents

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Definitions

- The Contract

Refers to the contract of services to which this is annexed.

- The Customer

Refers to the AFD, party to the Contract.

- The Service Provider

Refers to the service provider party to the Contract.

- Information system

All hardware, software, methods and procedures and, if necessary, the personnel requested to process the Information.

- Information

Refers to the information belonging to the Client, stored or not on its information system and which the service provider may have access to in the performance of the contract.

- Remote connection

Means a connection that gives remote access to the Client's information system, from an infrastructure not belonging to it.

Generalities

The Client regularly uses service providers, who are required to have access to the Information in the context of the performance of their services. It is therefore appropriate to regulate these accesses to the Information and their use and to define the security rules applicable to service providers.

The purpose of this appendix is to secure the conditions for access to and use of the Information, in particular by defining the criteria for granting the Service Provider secure and controlled access to the Information and preventing such. The Commission has not yet adopted a proposal for a directive on the use of such devices.

The provisions of this appendix apply to the Service Provider, employees and subcontractors, who have or may have access to the Information.

Commitment and rights of the parties in matters of security

The Client shall make available to the Service Provider its documentation in terms of Information security (policies, procedures and rules) necessary for the performance of the contract. The Service Provider undertakes to take note of the documentation provided by the Client in terms of Information security and to respect the policies, procedures and rules contained therein. The Service Provider undertakes not to disclose this documentation transmitted in the context of the performance of the Agreement.

The Service Provider undertakes to submit its personnel and subcontractors working on its behalf to security checks and must be able to provide supporting documents as to the terms and results of these checks.

The Service Provider undertakes to keep a list of individuals authorized to use on its behalf the access and logistics services provided by the Client.

The Service Provider undertakes to inform the Client in writing, and as soon as possible, of any change in the list provided for in the paragraph above and to propose to him any change it considers necessary concerning the nature or scope of access to the Information. It is the Client's responsibility to formally notify the Service Provider of its agreement on the requested changes. Without this formal agreement, the change is deemed to be refused.

The Service Provider undertakes to respect the intellectual property rights relating to information and software made available by the Client.

The Service Provider is informed that the Client processes information covered by banking professional secrecy within the meaning of the French Monetary and Financial Code. The Service Provider undertakes to respect the confidentiality of the client's information under the professional secrecy governing its profession.

The Client and the Service Provider are each responsible for selecting, implementing and maintaining their own security procedures and policies as well as their suitability for the services to be provided under the Agreement. This is to protect their respective information from unauthorized access, modification or destruction.

As part of the implementation of its security policy and procedures, the Client has the right to record and supervise any activity carried out by the Service Provider in performance of the Agreement. As such, the Service Provider's personnel and its subcontractors are subject to the same controls as the Client's personnel.

The Client may require the Service Provider to provide a copy of the identity document of its employees in charge of performing the services provided for in the Contract before access to the Client's sites and/or Information is granted.

The Client reserves the right to refuse access without notice to any employee of the Service Provider or to demand the replacement of said employee if he does not comply with the policies, procedures and safety rules.

Access control

The Service Provider undertakes to access only the Information strictly necessary for the performance of its mission. Access to the Information, services and infrastructure granted to the Service Provider is limited to the minimum necessary for the performance of its services under the Agreement. The Service Provider shall inform the Client as soon as possible if it becomes aware of an error in the allocation of access prohibiting it from carrying out its mission or exceeding the scope of its mission.

Access to the Client's computer system and/or premises shall be delivered by name to persons acting for the Service Provider in the context of the performance of the Agreement.

Access may be subject to permanent safeguards and recorded. For the purpose of protecting and controlling access to its Information, the Client is not limited to the protection mechanisms put in place by the Service Provider. The Client gives, controls and revokes the Service Provider's access to the premises and the Information necessary for the performance of the services. In this respect, the Service Provider is informed that its personnel acting within the framework of the contract may, at any time and without prior notification, be subject to security checks based on the traces recorded on SI of the Customer.

If it is necessary to provide access to classified information of level

CONFIDENTIAL or above, or at Client premises where such information is stored, processed or disseminated, a risk assessment to identify the protection mechanisms to be put in place will be carried out. The protection mechanisms identified during the risk assessment will be notified to the Service Provider, documented and implemented.

To access the Client's information system, the Service Provider must use exclusively the computer equipment made available by the Client, unless the latter has previously authorized in writing the Service Provider to use other methods of access.

Remote connection to the client network

Any remote connection to the Customer's network must be made through computer equipment or an access portal provided by the Customer to the Service Provider. The Customer may, without notice or justification, interrupt, refuse or extend a remote connection to its network. The Client interrupts the remote connection to the network when it is no longer required.

The remote connection to the Customer's network is subject to permanent logging and storage for memory.

Risk assessment

Upon decision of the Client, the service may be subject to an assessment in order to determine the risks related to the security of the Information. This assessment mainly concerns the possible consequences for the Client of any breach of the availability, integrity, confidentiality and chain of transmission of its Information used in the context of the service.

Final provisions

Failure to comply with this security appendix constitutes a breach of the Agreement that may justify its termination without penalty for the Client.

In addition, a delay or postponement resulting from the non-compliance with security rules by the Service Provider and measures taken by the Client to remedy them, pursuant to this appendix, cannot be relied on by the Service Provider to request any extension of the time limits for performing the services of the Contract, to which the Service Provider remains bound, or any exemption from penalties.

This security annex may be revised by the Customer annually and modified if necessary without penalty or additional cost.

29. Appendix - GDPR

ARTICLE XXX - PROTECTION OF PERSONAL DATA

In the context of the execution of the contract, XXX may have access to and process personal data, within the meaning of the General Regulation on Data Protection (EU) 2016/679 (hereinafter "Data"), on behalf of AFD.

a) Service Provider's obligations vis-à-vis AFD

The Service Provider undertakes to:

- Process the Data only for the sole purpose(s) necessary to perform the services and in accordance with AFD's documented instructions. If the Service Provider considers that an instruction constitutes a violation of the Regulation or any other provision of Union law or of the law of the Member States relating to data protection, it shall immediately inform AFD;
- Not to transfer the Data outside the European Economic Area, within the meaning of the applicable regulations, unless obtaining the express prior consent of AFD;
- Implement all appropriate measures to ensure the confidentiality of the Data processed under this contract;
- Disclose the Data only to persons duly authorised, by reason of their functions, to receive communication thereof, whether private, public, natural or legal persons;
- Do not make any copies of the Data except as necessary for the performance of its functions. If applicable, delete all copies made at the end of the Service;
- Notify AFD immediately of any incident that could potentially constitute a data breach, within the meaning of the applicable regulations. This notification will be made to the following address: #DPO_notification@afd.fr

This notification must be accompanied by any relevant information to enable AFD, if necessary, to notify the competent supervisory authority of such breach.

- Ensure that persons authorized to process the Personal Data under this Agreement:
- undertake to respect confidentiality or be subject to an appropriate legal obligation of confidentiality;
- receive the necessary training in personal data protection
- commit to respect the safety instructions of AFD

Insofar as the Service Provider has appointed a Data Protection Officer, it undertakes to communicate its name and contact details to AFD. In addition, the Service Provider declares to keep a written record of all categories of processing activities carried out on behalf of AFD, including all the information required under Article 30 (2) of the Regulation.

b) Description of the processing in which the Service Provider participates in the framework of the service

Nature of the operations carried out on the Data:

[Delete, among the following proposals, actions not included in the processing carried out by the Subcontractor: collection, registration, organization, structuring, conservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of provision, reconciliation or interconnection, limitation, erasure or destruction]

Purpose(s) of the processing:

[To be supplemented by the objectives pursued by the treatment in question]

Categories of personal data processed:

(Check the relevant boxes)

- ☐ Civil status, Identity, Identification data
- ☐ Personal life (lifestyle, family situation, etc.)
- ☐ Professional life (CV, professional email address, professional training, academic background, etc.)
- ☐ Economic and financial information (income, financial situation, tax situation, etc.)
- ☐ Connection data (IP address, connection logs, etc.)
- ☐ Location data (moves, GPS data, GSM, etc.)
- ☐ Other:

Categories of persons concerned:

(Check the relevant boxes)

- ☐ Employees
- ☐ Candidates
- ☐ Suppliers and service providers
- ☐ Visitors
- ☐ Prospects
- ☐ Partners
- ☐ Other:

c) DFS Instructional Authority

The Service Provider is required at all times to comply with AFD's general and specific instructions relating to the processing of Data. The Service Provider may only transmit Data to third parties with AFD's prior written consent.

d) Information for data subjects

The Service Provider undertakes to inform the persons whose data are processed under this contract of the processing of their data.

The Service Provider undertakes in particular to inform these persons of the following purposes for processing:

- Followed by the mission that can be entrusted to him
- Assessment of the quality of the service provided
- Creation and operation of a file listing the service providers that AFD uses

The Service Provider also undertakes to communicate to persons acting under its responsibility AFD's privacy policy and the address of AFD's DPO (informatique.libertes@afd.fr). The AFD's DPO will thus be able to answer all questions relating to the processing of their personal data.