

**1% for Public Art Scheme within the framework of the construction of the new diplomatic campus in Doha, Qatar**

Contract

1% for Public Art Scheme – Doha

**Client:** Ministry for Europe and Foreign Affairs – Embassy of France in Doha, Qatar

**Project manager:** SUD Architectes

**Representative of the contracting authority:** Ambassador of France to Qatar

**Accountant authorized to issue payments:** Specialized Public Finances Director for Public Accounts Abroad

**Scope of the contract**

The purpose of this contract is the design, production and installation of the artwork selected as part of the 1% for Public Art Scheme within the framework of the construction of the new diplomatic campus in Doha, Qatar.

This contract sets out the general conditions under which the artist will design, produce and install this artwork.

The framework and procedures for this artistic work are laid out in French Decree No. 2002-677 of 29 April 2002 on the obligation to decorate public buildings, amended by Decree No. 2005-90 of 4 February 2005.

1. **Contractor**

**Having read the conditions, clauses and requirements of this contract,**

I, the signatory **(Individual bidder)**,

Mr/Ms ............................................................................................................

Acting as .........................................................................................

**hereby agree on the basis of my bid and on my own behalf;**

Trade name and company name .............................................................

Address ..........................................................................................................

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

Email address ..........................................................................................

Telephone number ............................. Fax ..........................................

SIRET number (French business registration number) ................................................ French APE code ......................

EU VAT number ..................................................................

**OR**

**hereby agree on behalf of the company** ........................................... on the basis of its bid;

Trade name and company name ............................................................

Address ..........................................................................................................

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

Email address .......................................................................................

Telephone number ................................ Fax ..........................................

SIRET number (French business registration number) ................................................... French APE code......................

EU VAT number.......................................................................

 Lead contractor (**Consortium**),

Mr/Ms .............................................................................................................

Acting as .........................................................................................

and the designated lead contractor:

of the consortium

as severally and jointly liable with each consortium member

as not severally and jointly liable with each consortium member

☐ **agree on behalf of all consortium members** on the basis of the consortium’s bid

Lead contractor

Trade name and company name ............................................................

Address ..........................................................................................................

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

Email address ..........................................................................................

Telephone number ............................. Fax ..........................................

SIRET number (French business registration number) ................................................ French APE code......................

EU VAT number..................................................................

Co-contractor 1

Trade name and company name ............................................................

Address ..........................................................................................................

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

Email address ..........................................................................................

Telephone number ............................. Fax ..........................................

SIRET number (French business registration number) ................................................ French APE code......................

EU VAT number..................................................................

Co-contractor (2, 3, etc.)

Trade name and company name ............................................................

Address ..........................................................................................................

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

Email address ..........................................................................................

Telephone number ............................. Fax ..........................................

SIRET number (French business registration number) ................................................ French APE code ......................

EU VAT number ..................................................................

**to perform the work under the conditions set out below.**

However, the submitted bid will not be binding unless I/we are informed of its acceptance within 180 days from the date of bid submission.

1. **Basic terms of the contract**
   1. Contract type

The contract is a lump-sum contract.

* 1. Duration

The contract has a fixed duration of 24 months from the contract award date.

* 1. Place of performance

The artwork will be installed at the French Embassy in Doha located at:

**Embassy of France in Doha, Qatar**

**Onaiza Diplomatic Area**

**66, Al Shabab Street**

**Doha, Qatar**

* 1. Delivery schedule

The installation of the artwork is scheduled for the end of May 2027 (strict deadline).

The detailed schedule for performing the work will be agreed at the first scoping meeting and will then become contractual.

The contractor must ensure that the work schedule accounts for the time required to transport the artwork or the materials/equipment required to produce and install the artwork at the site. Given the complex nature of goods transport, the contractor will not be held responsible for any problems relating to transport, but must take care to anticipate any problems as far as possible and to inform the contracting authority accordingly.

* 1. Contract language

The languages of the contract are French and English. In the event of any inconsistencies between the French and English versions, the French version will prevail.

1. **Content and conditions of performance of the work**

The contractor is subject to an obligation of a standard of performance under this contract, and must deliver the promised result.

The contractor may not demand any solution likely to have financial implications without the express agreement of the client and after obtaining the opinion of the project manager.

The contractor is deemed to be familiar with the site and all the elements relating to the performance of the work.

The location of the artwork must comply with the programme provisions.

The contractor must ensure that the artwork is accessible to all and complies with all accessibility regulations. The contractor must also consider any constraints identified by the project manager in relation to the architectural project at the stage at which the artistic project will be integrated.

* 1. Description of the work

In general, the artist’s work must take into account any comments made by the artistic committee during its meetings.

The artistic work comprises two phases:

**A – Phase 1: Designing the artwork and preparing its installation**

In conjunction with the client and the architectural project manager, this includes, inter alia, determining the technical features of the work (materials, modification of dimensions or positioning, anchoring systems, etc.), establishing a detailed timetable for the work and refining the financial estimate for the services. Samples may be requested for this purpose. An approval meeting will be held at the end of this phase.

The contractor should plan to visit the site during this first phase.

**B – Phase 2: Production of the artwork and installation on site**

This involves either the production of the artwork at the artist’s studio, its transport and its on-site installation, or the transport of materials and equipment before its on-site production and installation.

This phase includes all the preparatory work required to install the artwork (electricity, civil engineering, etc.) as well as the supply and installation of all the accessories that the artist deems necessary to display the artwork.

During this phase, the contractor must also submit a technical memorandum detailing the maintenance and upkeep operations to be carried out by the client, the frequency of such operations and the resources required for this purpose.

All studies, travel and meetings relating to the work are deemed to be included in this contract.

The artist’s bid must include a timetable and/or estimated deadlines for each phase.

* 1. Start of the work

The work begins on the contract award date.

Within one month of the contract award date, a scoping meeting will be held to set out the terms and conditions of the work, review any comments from the artistic committee and any changes to be made to the artistic project, and establish a schedule for the work.

* 1. Origin of materials

All supplies and services must comply with the stipulations of the contract and current regulations and industry standards (French or European).

In choosing the materials to be used for producing the artwork, the contractor must consider the durability of the artwork and the optimization of maintenance costs, and should make useful suggestions to achieve this objective.

* 1. Performance of the work during the installation phase

The contractor does not have delegated authority on behalf of the client.

Quality control of the material services related to the artwork is the unilateral and exclusive responsibility of the client:

* The contractor must be informed of any reservations on this subject and of the deadline for remedying them. The contractor must acknowledge receipt;
* The time limit for rectifying any problems will begin from the date of receipt.

As part of the oversight of the production of the artwork, the client’s representative and, where applicable, the technical controller and health and safety coordinator appointed for the construction project, may at any time require the contractor to take any measure necessary to ensure compliance with safety rules on the worksite.

The contractor will not be entitled to any compensation from the client for loss, theft, incorrect operation or damage caused by their negligence throughout the duration of their work.

Any items broken during the course of the work must be replaced immediately or restored to their original condition at the contractor’s expense.

Site condition surveys must be carried out jointly with the project manager and the client. Joint surveys will also be carried out after the work has been completed. Any damage caused by the contractor’s work will be charged to the contractor.

The contractor must restrict their movements on the site to the relevant work areas necessary to perform their work.

Site access safety rules and all other work procedures must be specified when the work schedule is drawn up.

* 1. Temporary suspension of the work

The contracting authority’s representative may temporarily suspend performance of the work in the following cases:

* The progress of the work reveals a need for further reflection on the part of the client;
* The progress of the work reveals a need for additional investigations, studies, surveys or diagnostics by third parties, whether these additional requirements are initiated by the client or requested by the contractor.

Reasons must be given for any decision to temporarily suspend the work. The decision must also include a time limit or deadline for providing the contractor with the technical information or time required for the continuation or (redundant) monitoring of their work. If necessary, this period may be extended by the contracting authority’s representative.

* 1. Site access

The client reserves the right to prohibit access to the premises or to request the immediate replacement of any unauthorized personnel.

To approve the personnel proposed by the contractor, the contracting authority will have its security department carry out an administrative inquiry. To this end, the contractor is required to provide a list of the personnel responsible for performing the work prior to beginning their duties.

Following the administrative inquiry, the contracting authority will inform the contractor of the names of the persons authorized to perform work.

For personnel who have not received the necessary authorizations, the contractor undertakes, at the contracting authority’s written request (which need not be justified) to suggest replacement personnel as soon as possible.

These changes will have no impact on the remuneration for the work performed.

The contracting authority will issue access badges for use by the contractor’s personnel to gain entry to authorized areas only.

The contractor must ensure that their personnel have valid identity papers they can present upon request to the security guards responsible for site access and security.

* 1. Duty to inform and advise

The contractor must immediately report any difficulties encountered during the performance of the work. The contractor also undertakes to implement any measures likely to resolve the difficulty, subject to compliance with the budgeted cost.

The contractor must inform the client of the measures taken and of any unresolved disputes, so that the client can take any necessary measures.

* 1. Administrative obligations

The contractor undertakes to apply the laws and regulations in force, particularly in terms of safety and labour, social, and tax legislation in the country or countries where work is performed.

The contractor must immediately inform the contracting authority of any change in their situation, including anything that affects their status (transfer, merger, change of legal form, etc.) so that the contracting authority can take all the necessary steps to ensure the continued performance of the contract.

If the person responsible for managing the performance of the work is unable to fulfil their duties or is replaced during the course of the contract, they must provide the contracting authority with the names, contact details and professional references of the new person responsible.

* 1. Confidentiality clause

The contractor is bound to maintain professional secrecy with regard to all information and documents received during the project. All such information or documents may not be disclosed without authorization to other parties who are not entitled to have access to them.

The contractor must refrain from using any such documents for purposes other than those provided for in the contract.

The contractor must respect the confidentiality agreement signed during the bid procedure.

1. Receipt of phases

At the end of each phase, the client, assisted by the project manager, will carry out the necessary inspections to ensure that the contractor’s work complies with the contract stipulations.

* + 1. Approval decision

Following the inspections, the contracting authority’s representative will decide whether to accept, apply a price reduction, defer acceptance or reject the phase in question. To this end, they will issue a decision and inform the contractor by letter or email.

Acceptance may be a simple yes/no decision or accompanied by observations. If observations are made, the contractor must take them into account to modify the design, development and production of the project. The contractor must comply with the deadline set by the client in the acceptance decision.

Acceptance of the Phase 1 plans does not release the contractor from their responsibilities, particularly in the event of errors, inaccuracies or breaches of the rules of the trade which the client or the project manager may have overlooked.

* + 1. Decision to defer

If the contracting authority’s representative considers that the work can only be accepted subject to certain adjustments, acceptance of the work may be deferred based on stated reasons. This decision to defer asks the contractor to resubmit the finalized work to the contracting authority within 15 days.

The contractor must indicate their acceptance within 15 days of notification of the decision to defer. If the contractor refuses or does not respond during this time frame, the contracting authority will have the option of accepting the work with a price reduction or rejecting it.

The deferment has no effect on the contractor’s remuneration: it will not give rise to penalties, reductions, bonuses or additional remuneration. However, if the deadline for adjustments to the work is exceeded, the contractor may incur penalties equal to those set out in Article 10 of this document.

* + 1. Decision to apply a price reduction

If the contracting authority’s representative considers that the work, although not fully compliant with the stipulations of the contract, may nevertheless be accepted as it stands, they may accept it with a price reduction proportional to the extent of the imperfections noted. Reasons must be given for this decision. The contractor will only be notified of the price reduction after being given the opportunity to submit their observations.

If the contractor does not submit any observations within 15 days of the decision to accept the work with a price reduction, the contractor is deemed to have accepted the decision. If the contractor submits observations within this time frame, the contracting authority then has 15  days to notify the contractor of a new decision.

If no such notification is made, the contracting authority is deemed to have accepted the contractor’s observations and the acceptance is deemed to be without a price reduction.

* + 1. Decision to reject

If the contracting authority’s representative deems that the work provided for a phase calls for reservations and observations such that they can neither accept the phase, nor apply a reduction to it nor defer acceptance, they will issue a decision to reject the phase. Reasons must be given for this decision.

The contractor will have a period of 20 days to submit their observations. If the contracting authority’s representative accepts the contractor’s observations, the rejection will become a deferment and the provisions of Article 4.1.2 of this contract will apply.

If the contracting authority confirms the rejection following the contractor’s observations, the contractor has a further period of 20 days in which to address the reservations. The penalties provided for in Article 10 of this contract may then apply between the date of the initial rejection decision and the date of submission of the new elements.

After two consecutive rejections regarding the same issue, the contracting authority’s representative may terminate the contract for default on the part of the contractor.

The contractor then has a period of 30 days from the last rejection decision to remove the rejected work. Once this period has elapsed, the rejected work may be destroyed or removed by the contracting authority at the contractor’s expense.

* 1. Final acceptance of the artistic work

The contractor must notify the contracting authority’s representative of the date on which the work is considered to be completed.

The contracting authority’s representative will either accept (with or without reservations) or refuse to accept the work. The contracting authority’s representative must proceed with acceptance within 45 days of the announced completion date.

Where acceptance is subject to reservations, the contractor must remedy the corresponding imperfections and defects within the time limit set by the contracting authority’s representative or, in the absence of such a time limit, three months before the expiry of the one-year defects liability period.

The work will be made available to the client or contracting authority immediately after the acceptance decision.

* 1. Documents to be provided after installation of the artwork

Within four weeks of acceptance of Phase 2 at the latest, the contractor must submit to the client a works completion file that contains, at minimum, the main plans and details of the artwork, the installation specifications for the artwork, the operating instructions, the maintenance instructions for any equipment and the manufacturers’ warranty conditions for this equipment.

Failure to submit the documents within the above time frame will result in the application of the penalties set out in Article 10 of this document.

These documents must be submitted in one electronic copy.

* 1. Post-handover project management assistance

Following handover of the artwork, the contractor undertakes to support the client for two years in exercising its rights of exploitation. Assistance may take the form of advice or strategic support on communicating about, maintaining and displaying the artwork.

This service is included in the price of the transfer of copyright.

1. **Contractual documents**

The bid package documents are, in descending order of priority, as follows:

* This contract, which constitutes the contract agreement and specifications, and, where applicable, its appendices relating to subcontracting;
* The confidentiality agreement signed by the contractor;
* The programme drawn up by the project manager;
* The work performance schedule, which will be finalized at the first scoping meeting;
* Decisions or information from the contracting authority sent to the contractor that impose a deadline;
* The bid (artistic proposal) submitted by the contractor.

1. **Price quotation – Terms of remuneration**
   1. Type of price – Price variation

Prices are given as flat-rate amounts.

They are firm and may not be updated or revised.

* 1. Application of VAT

In accordance with Articles 259B and 262 of the French General Tax Code, this contract is exempt from VAT.

If the contractor wishes to use local service providers or companies, they must include all charges and taxes that may be due within the budget allocated for this contract.

* 1. Site visits by the contractor

Travel costs are paid on a flat-rate basis, including the cost of return flights, accommodation and meals, as well as any other expenses.

Travel allowances are included in the budget for the artwork and may not be modified after this contract has been signed.

* 1. Amount of remuneration

The remuneration amount includes the price of the artistic work, expenses for site visits, the transfer of rights and other services as set out in the contract.

The flat-rate fee is exclusive of any other fees or reimbursement of expenses for the same project. The contractor agrees that neither they nor any of their subcontractors will receive any other remuneration in connection with the performance of the work.

The remuneration detailed below is deemed to cover all expenses incurred by the contractor in performing the work, including any social security contributions, taxes and charges due for the transport and handling of materials.

|  |  |
| --- | --- |
| Artistic work | Amount (€ – gross = net) |
| Phase 1 – Design/Preparation |  |
| Phase 2 – Production/Installation |  |
| Phase 1 – Travel expenses |  |
| Phase 2 – Travel expenses |  |
| Transfer of copyright\* (Article 4.4 – Project management assistance and Article 13 – Intellectual property) |  |
| **Total** |  |

\*Including assistance to the client for two years in exercising their rights to use the results.

Travel expenses will be paid at the end of each phase.

The transfer of copyright will be settled at the end of Phase 2.

The contractor undertakes to perform the work described in this contract at a fixed-rate price of:

|  |  |
| --- | --- |
| Lump sum contract (€ – gross = net) |  |

* + 1. Breakdown of remuneration for a consortium

If the work is performed by a consortium, the lead contractor and co-contractor must detail the breakdown of payments by phase and by service in an appendix attached to their bid.

* + 1. Breakdown of remuneration if subcontracting is declared during the bid phase

If subcontracting is declared during the bid phase, the bidder must provide details of the breakdown of payments by phase and by service in an appendix attached to the bid.

* 1. Social security contributions payable by the contractor

Before the contract is awarded, the artist must provide the client with their annual certificate of advanced payment exemption for the current year if the artist pays their own social security contributions.

Otherwise, the contracting authority will deduct the various social security contributions payable by the artist from the gross amount of their fee excluding taxes. The contracting authority will pay them directly to the approved organizations responsible for collecting the artist’s social security contributions.

The details regarding this advanced payment of social security contributions will be finalized before the contract is signed.

1. **Settlement of accounts**

The client will discharge the sums due under this contract by crediting the following accounts (**attach bank details for all relevant accounts to the payment requests**):

**Sole contractor OR lead contractor of the consortium:**

* Account holder: ……………………………………………………………………………………………..……….
* Bank code: ………………………………………………………………………………………………………………
* Branch code: …………………………………………………………………………………………………………..
* Account number: …………………………………………………………….… Security code: ……………

**For a consortium – Co-contractor 2:**

* Account holder: ……………………………………………………………………………………………..……….
* Bank code: ………………………………………………………………………………………………………………
* Branch code: …………………………………………………………………………………………………………..
* Account number: …………………………………………………………….… Security code: ……………

**If subcontractors are known before the contract is signed,** the client will discharge the sums due to the subcontractors paid directly by crediting the amounts to the accounts designated in each special subcontractor agreement attached in Appendix 1 and within the limit of the amounts set out therein:

* Account holder: ……………………………………………………………………………………………..……….
* Bank code: ………………………………………………………………………………………………………………
* Branch code: …………………………………………………………………………………………………………..
* Account number: …………………………………………………………….… Security code: ……………
  1. Advances

An advance may be granted to the contractor based on the full contract price. This advance cannot be updated or revised.

This advance will be paid within one month of the contract award date.

The terms of repayment of the advance will be determined with the contractor at the kick-off meeting. Repayment may be made at the end of Phase 1 and/or Phase 2, according to the contractor’s preference.

**A – Advance payment to the contractor:**

The contractor wishes to receive the advance payment:

* YES
* NO

The amount of the advance to the contractor is €………………………………. (gross = net). The amount of the advance may not exceed 30% of the total amount of the service provided.

In the event of a consortium, the advance payment terms are detailed in the appendix referred to in Article 6.4.1 “Breakdown of remuneration for a consortium” of this contract.

**B – Advance payment to subcontractors:**

Any subcontractors may also receive an advance payment under the same conditions as the contractor. They must indicate their wishes in the special agreements attached in Appendix 1.

In the event of subcontracting, the advance payment terms are detailed in the appendix referred to in Article 6.4.2 “Breakdown of remuneration if subcontracting is declared during the bid phase” of this contract.

* 1. Payments on account

The sums due to the contractor will be paid in instalments at the end of each phase (i.e. two instalments) upon presentation of an invoice drawn up in the name of:

**Embassy of France in Doha, Qatar**

**West Bay, Diplomatic Area**

**P.O. Box 2669**

**Doha, Qatar**

In the event of subcontracting, the contractor must draw up a request for direct payment for the designated subcontractors.

1. **Invoicing and payment terms**
   1. Terms of payment

The applicable currency unit for this contract is the euro.

* 1. Submission of payment requests

**In addition to all legally required information, invoices must show:**

* the contract number;
* the period covered by the partial payment of services;
* a description or references of the services provided;
* the reference and quantities of the units of work;
* the gross and net amounts of the services provided;
* a VAT rate of 0% and a VAT amount of €0.
  1. Payment of co-contractors and subcontractors

**Consortium**

The signature of the draft statement of account by the lead contractor constitutes acceptance of the amount of the instalment or balance to be paid to each of the co-contractors, in accordance with the terms of payment in the contract and determined based on the part of the statement of account relating to the work carried out by the co-contractors.

**Subcontractors**

Subcontractors must send their invoices, made out to the contracting authority, to the contractor by registered letter with acknowledgement of receipt, or deposit them with the contractor with proof of receipt.

The contractor has a period of 15 days from the date of signature of the acknowledgement of receipt or the proof of receipt in which to accept or reject the invoices and inform both the subcontractors and the contracting authority’s representative.

Subcontractors must also send their requests for payment to the contracting authority or its representative, attached with the invoices and the acknowledgement receipt or the proof of receipt certifying that the contractor has received the request or the postal notification certifying that the letter has been refused or has not been collected.

The contracting authority or its representative must immediately send the contractor a copy of the invoices produced by the subcontractors.

The contracting authority must pay the subcontractors within the period specified in this contract. This period begins upon receipt by the contracting authority of the contractor’s total or partial approval of the payment requested, or upon expiry of the period referred to in the second paragraph if, during this period, the contractor has not provided notification of approval or rejection, or upon receipt by the contracting authority of the postal notification referred to in the third paragraph.

The contracting authority must inform the contractor of the payments it makes to the subcontractors.

The contracting authority will discharge the sums due to the subcontractors paid directly by crediting the amounts to the accounts designated in the special agreements.

Only first-tier subcontractors are entitled to direct payment.

**Terms common to the co-contractor and subcontractors**

Written confirmation of approval of the sum to be paid to each subcontractor of the contractor or of one of the co-contractors of a consortium must be provided in duplicate, attached to the draft statement of account, signed by the person who concluded the subcontractor agreement, and indicate the sum to be paid by the contracting authority’s representative to the relevant subcontractor.

If the contractor in a consortium who signed the subcontract agreement is not the authorized representative, the authorized representative must also sign the confirmation document.

* 1. Billing address

Payment of the sums due to the contractor will be made on presentation of an invoice made out to the attention of:

**Embassy of France in Doha, Qatar**

**West Bay, Diplomatic Area**

**P.O. Box 2669**

**Doha, Qatar**

* 1. Payment term

The payment term is 30 days from receipt of the request for payment. No request for payment may be sent before the work has been completed.

The rate of default interest is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in effect on the first day of the six-month period of the calendar year during which the default interest begins to accrue, plus eight percentage points.

The amount of the fixed penalty for collection costs, due for any late payment, in addition to the default interest, is set at 40 euro.

* 1. Contractor’s bank details

For any change in bank details during the performance of the contract, the contractor and their co-contractors and subcontractors must notify the department responsible for overseeing the contract of this change as soon as possible.

* 1. Pledging and assignment of receivables

At the request of the project manager, a copy of the original contract agreement, bearing the words *“copie certifiée conforme à l’original délivrée en unique exemplaire”* [certified as a true copy of the original and issued in a single copy] must be provided to submit to the credit institution and in the event of assignment or pledging of a receivable or a transferability certificate.

* 1. Assigned accountant

The person authorized to provide the information is the assigned accountant, who must be notified of pledging of receivables at the following address:

Monsieur le Directeur de la Direction Spécialisée des Finances Publiques pour l’Etranger

30 rue Malville

44040 Nantes Cedex 1

France

1. **Subcontracting**

The contractor may subcontract the performance of certain parts of their contract, subject to the acceptance of the subcontractor(s) by the client and the client’s approval of each subcontractor’s terms of payment.

The contractor must provide, appended to this contract, the special subcontractor agreements (or form DC4 – <https://www.economie.gouv.fr/cedef/formulaires-marches-publics>) indicating the nature and amount of the work they intend to have performed by subcontractors that will be paid directly, the names of these subcontractors and the terms of payment in the subcontractor agreements: the amount of the subcontracted work indicated in each appendix is the maximum amount of the receivable that the relevant subcontractor may pledge or assign.

Each appendix constitutes a request for acceptance of the relevant subcontractor and for approval of the terms of payment of the subcontractor agreement. This request will be deemed to take effect on the date this contract is awarded. The awarding of the contract will be deemed to constitute acceptance of the subcontractor and approval of the terms of payment of the subcontractor agreement.

The total amount of services I/we intend to subcontract according to these appendices is: €………………………………………………………………. (gross = net).

Details of subcontracting arrangements must be provided in the appendix to the contract.

1. **Penalties**

All the penalties set out below will automatically apply when any infringements of the provisions of this document are observed and without the need to send the contractor any prior formal notice.

Please note that all penalties are cumulative. The contractor will not be exempted from any penalty regardless of the amount. There is no ceiling on the amount of late penalties.

Any failure by the contractor to meet their obligations may give rise to a penalty.

|  |  |
| --- | --- |
| **Type of non-compliance** | **Amount of penalty** |
| Late delivery of services or deliverables | €150 per calendar day of delay |
| Contractor absent from a meeting or appointment without having obtained authorization at least 24 hours in advance | €100 per absence observed |

Any absence that is not excused at least 24 hours in advance or any unexcused lateness of more than 30 minutes will be considered as unauthorized and will be subject to the penalties set out above.

Penalties will be applied to the contractor’s instalment payments, even if these failures concern a subcontractor.

The amount of the penalties thus applied will be deducted from the payments to be made for any invoice relating to the service or may be subject to an order for payment from the public accountant.

The contractor remains fully liable for their contractual obligations, and in particular for the services whose non-performance or delay gave rise to the application of a penalty if possible from a technical, material or operational point of view. The payment of said penalty does not release the contractor from their obligation.

When the contract is awarded to a consortium for which payment is made into separate accounts, the penalties will be divided between the co-contractors in accordance with the instructions given only by the lead contractor. The client may not change the payment distribution indicated by the lead contractor. Pending these instructions, penalties will be applied in full to the lead contractor.

The application of penalties will be without prejudice to the right of the contracting authority to impose any other contractual penalty and in particular to have all or part of the contract performed at the expense and risk of the contractor.

1. **Defects liability period**

The contractor undertakes to maintain the artwork in perfect condition, including in working order where applicable, for a period of one year from the date of acceptance of the work.

Under this guarantee, the contractor undertakes to repair all defective elements and to perform and provide, at their own expense, all work and supplies required to bring the work into compliance with the specifications, including all the costs of transport between France and Qatar and the costs of studies and work that may be required to alter the work.

If, once the defects liability period is over, the contractor has not remedied any imperfections or defects reported as reservations at the time of acceptance or which have come to light during the defects liability period, the contracting authority’s representative may decide to extend this period until the work and services have been fully completed.

The general terms and deadlines for repairing the work are established in agreement with the contractor or, in the absence of agreement, by decision of the contracting authority’s representative.

1. **Insurance coverage**

Before this contract is awarded, the contractor must provide proof of liability insurance. No payment will be made in the form of an advance or instalment until the contractor has provided the client with proof of this insurance.

The amount of coverage must correspond to the nature and characteristics of this contract.

The copy of the insurance certificate must show the sums insured, the deductibles and the premium rates, as well as a certificate certifying that:

* the policies apply without restriction and in all their conditions to the production of the artwork covered by this contract;
* the beneficiary of the said policies is up to date with all premium payments.

This insurance policy must cover the artist’s limited liability related to the design of the artwork, as well as their moral and civil liability. This policy must cover the entire duration of performance of the artwork as well as the one-year defects liability period.

1. **Intellectual property and maintenance of the artwork**
   1. Rights of the contracting authority

The artist grants the client and the project supervisor exclusive exploitation rights to the work and the associated plans, for an unlimited period and for all countries, on all media and by any means.

However, the client reserves the right to transfer the rights referred to in this article to any third party of its choice and under the conditions it sets.

Exploitation rights include reproduction and representation rights:

* for publishing via any useful medium (catalogues, publications, brochures, internet, documentary databases, USB drives, etc.);
* for the purposes of promoting the activities of the Ministry for Europe and Foreign Affairs, the Embassy or events organized on the diplomatic campus, via any medium and in any number (postcards, greeting cards, programmes, posters, press, internet, radio, television, social media or other media).

The client undertakes, insofar as the medium permits, to ensure that any reproduction or representation of the work by any means whatsoever indicates the title of the work, the name of the artist and the artist’s title.

The contractor authorizes the client to move the artwork without any consideration:

* if the artwork’s location is no longer suited to the context or its environment;
* if major restoration is required following an event beyond the client’s control (weather event, premature deterioration, etc.);
* if the artwork is likely to pose a danger to site users.

In addition, the client must request the express authorization of the contractor for any modification or adaptation of the work and must ensure that the form or spirit of the work is not altered.

If the artist or their successors cannot be contacted, or in the absence of a reply within the designated time period, the contracting authority must take the necessary measures to guarantee the safety of the work and its maintenance for users (securing, removal, relocation, etc.).

* 1. Rights of the artist

The contractor, for reasons strictly necessary to promote their work, may reproduce and represent the work produced under this contract with the express prior agreement of the client and subject to mentioning “1% for Public Art Scheme – Construction of the new diplomatic campus of France in Doha, Qatar”.

Ownership of the artwork is exercised subject to respect for the rights of the artist under the provisions of French law on literary and artistic property. In this respect, it should be noted that the artist or their successors must agree to any removal or modification of the artwork (other than for conservation or restoration purposes), unless for reasons set out in Article 13.1 of this contract. The owner is required to ensure the conservation and good working order of artwork created as part of the obligation to decorate public buildings (1% for Public Art Scheme) which they own.

* 1. Miscellaneous provisions

The client undertakes to maintain and preserve the contractor’s work in the best possible conditions.

However, if the work can no longer be used, for example due to the relocation of the diplomatic post, the contractor will not be entitled to any compensation. The same applies if the work is not used due to the obsolescence of the equipment installed.

The client may not be held liable to the artist for any damage to the installation or consequences of that damage resulting from the actions of third parties or from force majeure.

By express agreement, the parties agree to consult each other with regard to compensation for any damage they may suffer in their capacity as owner and author of the work in the event of an infringement of the integrity of the work.

For a period of two years following acceptance of the work, the contractor is required to assist the client in exercising its rights to exploit the results (supply of drawings, models, implementation procedures, etc.).

The contractor must respond to written requests from the client within two (2) months of receipt of such requests. If no response is received within this period, the client may refer the matter to the competent court.

1. **Termination of the contract**

This contract may be terminated by the contracting authority in any of the following cases:

* if the contractor encounters particular technical difficulties during the performance of the work that would require the use of resources out of all proportion to the value of the contract in order to remedy;
* if the contractor is prevented from performing the work due to a force majeure event;
* in the event of failure on the part of the contractor to successfully remedy an issue after receiving formal notice that includes a deadline for doing so;
* in the event of the death or physical incapacity of the contractor;
* in the event of safeguarding, receivership or liquidation of the contractor.

The contracting authority may also terminate performance of the work at any time for a reason of public interest.

In this case, the contractor is entitled to compensation for the loss suffered as a result of this decision. This compensation is calculated by applying a rate of 5% to the initial amount of the contract, less the amount of work accepted. The contractor is also entitled to compensation for any costs and investments incurred for the contract and strictly necessary for its performance that have not been taken into account in the amount of work paid. It is the contractor’s responsibility to provide all the justifications required to determine this portion of the compensation within 15 days of notification of the termination of the contract. This compensation is included in the termination account, without the contractor having to submit a specific request in this respect.

The contractor must be notified of the decision to terminate the contract. The termination will take effect on the date specified in the decision to terminate, or failing that, on the date of notification.

1. **Disputes and litigation**

In the event of a dispute, only French law will apply. The competent court is the Paris Administrative Court.

If a dispute persists after the complaints process, before referring the matter to the competent administrative court, the client and the contractor must attempt to settle their dispute through an advisory committee for amicable settlement, conciliation or mediation, such as the corporate ombudsman (*Médiateur des entreprises*).

Signed in (city) ……………………………………………….., on (date) ……………………….

**The contractor,**

(Name and signature)

Accepted in (city) ………………………………., on (date) ………………………

**Representative of the contracting authority**

Contract award notification received on (date) ……………………………………………..,

**The contractor**