

**SERVICE FRAMEWORK CONTRACT****N°: 2X-ACXXXX****DATE OF NOTIFICATION:**

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This contract is subject to the French Public Procurement Code (CCP) in its current version resulting from Order n° 2018-1074 of 26 November 2018 on the legislative part and Decree n° 2018-1075 of December 3, 2018 on the regulatory part of the Public Procurement Code.

It has been either:

adapted procedure in application of articles L. 2123-1 and R. 2123-1 to R. 2123-7 of the CCP

**FRAMEWORK CONTRACT (SPECIFIC CONDITIONS)**

**EXPERTISE FRANCE SAS**

Address: 40 boulevard de Port-Royal – 75005 PARIS

Simplified joint stock company with a capital of € 828,933 registered under the following numbers:

- Siret: SCR 808 734 792 00035
- Intra-Community VAT: FF 36

represented for the signature of this Framework Contract by Mr Jérémie PELLET, Director-General.

**On the one hand and**

<b>Full official name</b> <sup>1</sup>	
(hereinafter referred to as the "Contractor"),	
<b>Official legal form</b>	
<b>Full official address</b>	
<b>Legal registration number</b>	
<b>VAT Register Number</b>	

represented (e) for the purpose of signing this Framework Contract by:

Person authorized to sign the contract on behalf of the Contractor	
<b>Name</b> <sup>2</sup>	Name (capital): ..... First name: .....
<b>Function</b>	
<b>Contact information</b>	Telephone (direct line): ..... Email: .....

<sup>1</sup> In the case of a solidarity group, this party must be informed by the representative of the group

<sup>2</sup> In the case of a joint bid, only one person is authorized to sign (duly designated representative by all bidders he represents).

**FRAMEWORK CONTRACT (SPECIFIC CONDITIONS)**

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<b>Composition of the group<sup>3</sup></b>	
<b>Full official name<sup>4</sup></b>	
<b>Official legal form</b>	
<b>Full official address</b>	
<b>Legal registration number</b>	
<b>VAT registration number</b>	
<b>Contact</b>	Contact person: ..... Telephone (direct line): ..... Email: .....

**On the other hand.**

[The parties referred to above and hereinafter collectively designated as the “Contractor” are jointly and severally liable for the performance of this contract in respect of Expertise France. ]

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<sup>3</sup> This section must be completed in cases where the applicant submits a joint bid on behalf of a group of companies (delete in case of an offer submitted by an individual applicant).

<sup>4</sup> In the context of a grouping, this part must be completed by the mandatary.

**AGREED(E)S**

the **following** specific conditions, general terms and **conditions of framework contracts and annexes**:

**Appendix I –** Specifications (reference no. [complete] of [date])

**Annex II –** Contractor's offer (reference no. [complete] of [date])

**Annex III –** Declaration on the honour

**Annex IV –** Summary status of the vehicle fleet

**Appendix V –** Summary status of drivers

*[other appendices]*

which form an integral part of this Framework Contract (hereinafter referred to as the "CC").

- The provisions of the special conditions prevail over those of the other parts of the CC.
- The provisions of the general terms and conditions prevail over those of the order form and the specific contract form.
- The provisions of the model purchase order and specific contract prevail over those of the other annexes.
- The provisions of the specifications (Annex I) prevail over those of the offer (Annex II).
- The provisions of the framework contract prevail over those of the purchase orders and specific contracts.
- [The provisions of specific contracts prevail over those of service requests.
- The provisions of the requests for services prevail over those of the specific offers.]

## **I – SPECIAL CONDITIONS**

### **ARTICLE I.1 – SUBJECT**

- I.1.1** The purpose of the CC is “the rental of vehicles with drivers for Expertise France projects in Liberia”.
- I.1.2** The signature of the CC does not entail any obligation to purchase for Expertise France. Only the execution of the CC by means of purchase orders or specific contracts commits Expertise France.

### **ARTICLE I.2 – EFFECTIVE DATE AND DURATION**

- I.2.1** The CC enters into force on 02/06/2025 if both parties have already signed it.
- I.2.2** Under no circumstances may enforcement begin before the date of entry into force of the CC. Under no circumstances may the execution of tasks or delivery of supplies begin before the effective date of the order form or specific contract.
- I.2.3** The CC is concluded for a period of 12 months from 02/06/2025. Unless otherwise specified, all time limits stipulated in the CC are calculated in calendar days.
- I.2.4** The purchase orders are signed by Expertise France before the expiry of the CC.

The specific contracts must be signed by both parties before the expiry of the CC.

After its expiry, the CC remains in force with respect to these specific purchase orders and contracts. They must be executed no later than [six] months after its expiry.

#### **[I.2.5 Renewal of CC<sup>5</sup>**

The CC is tacitly renewed *no more* than three times, under the same conditions, unless Expertise France informs the contractor in writing of its intention not to renew it and if this notification is notified to the contractor three months before the expiry of the period mentioned in article I.2.3. This renewal does not entail any modification or postponement of the obligations in force. ]

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<sup>5</sup> The total duration of the CC may not exceed four years, except in exceptional cases justified by the purpose of the CC.

**ARTICLE I.3 – PRICE**

**I.3.1** The maximum amount of the CC is set at a maximum of 195 000 USD (175 503 euros) excluding tax over 4 years. However, the fixing of this amount must not be interpreted as an undertaking by Expertise France to pay the maximum amount for the purchase.

This CC does not contain a minimum amount; Expertise France is therefore not committed to any minimum order level under this CC.

**I.3.2 Price Review****Option 1**

The prices are firm and non-revisable for the duration of the CC.

**ARTICLE I.4 – TERMS OF PAYMENT AND EXECUTION OF THE FRAMEWORK CONTRACT<sup>6</sup>****I.4.1 Simple framework contract**

**Option 1:** Purchase orders are placed by Expertise France according to the emergence of its needs, the quantity ordered and are notified duly dated and signed by Expertise France to the contractor.

The period for the execution of tasks begins on the date of notification to the contractor of the order by Expertise France, unless the document mentions another date.

**4.2 Pre-financing<sup>7</sup>**

A pre-financing corresponding to 5% of the total price of the order or specific contract is paid after its entry into force within thirty days from receipt of an invoice [and the receipt by Expertise France of a duly constituted financial guarantee, of an amount at least equal to 5% of the contract price.

**I.4. Interim payment**

Each purchase order will result in the payment of the corresponding invoice.

Expertise France makes the payment within thirty days of receipt of the invoice.

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<sup>6</sup> The prefinancing and interim payments clauses are optional; however, a clause on the settlement of the balance must always be included.

<sup>7</sup> Pre-financing must be exceptional in public procurement. If applied, it will not exceed 30% of the total amount of the purchase order or specific contract.

**.4. Payment of balance**

The contractor submits an invoice to request payment of the balance.

**ARTICLE I.5 – BANK ACCOUNT**

Payments are made to the contractor's bank account, denominated in **USD dollars** by way of derogation from Article II.15.2 of the general conditions, identified as follows:

Bank code	Code Guichet	Account/key N°
To be filled in by the bidder	To be filled in by the bidder	To be filled in by the bidder

IBAN<sup>8</sup>: To be filled in by the bidder

BIC: To be filled in by the bidder

**ARTICLE I.6 – TERMS OF COMMUNICATION AND DATA CONTROLLER**

For the purposes of Article II.6, the data controller is **[name of entity]**. Communications shall be sent to:

Expertise France:

Department **[complete]**  
40, boulevard de Port-Royal  
75005 Paris - France  
E-mail: **[functional box]**

Contractor:

**[Full name]**  
**[Function]**  
**[Corporate name]**  
**[Full official address]**

E-mail: **[complete]**

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<sup>8</sup> BIC or SWIFT code for countries that do not have an IBAN code.

**ARTICLE I.7 – APPLICABLE LAW AND DISPUTE RESOLUTION**

**I.7.1** The CC is governed by French law.

**I.7.2** Any dispute between the parties relating to the interpretation, application or validity of the CC and which cannot be settled amicably shall be brought before the competent court.

**ARTICLE I.8 - EXPLOITATION OF CC RESULTS****I.8.1 Operating modes**

Expertise France acquires ownership of the results defined in the specifications (Annex I) and may freely assign them or use them for the purposes defined in article II.10.2.

**I.8.2 Pre-existing rights and transfer of rights**

Not applicable.

**ARTICLE I.9 – TERMINATION BY THE PARTIES**

The terms of termination of the CC are defined in the general conditions of this contract.

**[ARTICLE I.10 – OTHER SPECIAL CONDITIONS]****[I.10.1 Review Clause]**

Pursuant to Articles R.2194-1 and following of the Public Procurement Code, Expertise France may make amendments to the provisions of this framework agreement under the following conditions:

- Replacement of a new price list in the event of deletion, modification or addition of references to the original price list subject to acceptance by Expertise France;
- The update of technical elements (details on deliverables, manufacturers' technical definitions, material data sheets, evolution of notices...)
- The change of the scope of support or addition of scope.

These changes are notified to the contractor: [by simple exchange of mail via the secure platform PLACE, or by any means defined by Expertise France and allowing the traceability of exchanges] [by the conclusion of an amendment].

**I.10.2 Penalty**



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**1. Delay in the provision of the vehicle with driver**

For any delay of more than 30 minutes compared to the scheduled time: 50 € TTC per tranche of 30 minutes of delay started, except in cases of force majeure duly justified or heavy road traffic (traffic jams, works) in this case the company will have to anticipate travel and warn Expertise France.

**2. Unjustified absence of the driver or non-performance of the service**

If the service is not provided and the driver is not replaced without notice of minimum 1 hour or maximum 2 hours: 150 € TTC per cancelled mission.

**3. Replacement of a non-compliant vehicle or driver**

In case of non-compliance of the vehicle (cleanliness, category, required equipment) or the driver (outfit, behavior, mandatory documents) posing recurring and repeated transport difficulties: 100 € TTC per service concerned.

**4. Failure to transmit documents or reports**

Delay of more than 5 working days in the transmission of required documents (transport vouchers, attendance sheets, reports...): 30 € TTC per calendar day of delay. The amount of penalties will be applied in calculating the balance of payments due under the relevant purchase orders.

In any event, the amount of penalties may not exceed 10% of the value of the specific contract or the relevant purchase order. ]

## **DECLARATIONS AND SIGNATURES**

The Contractor, members of its group, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of these entities) attest to:

- that they do not acquire and do not supply/will not acquire or provide equipment and do not intervene/ will not intervene in areas under embargo of the United Nations, the European Union or France. For your information, the list can be found at: <https://www.sanctionsmap.eu>;
- they do not appear on the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, in particular under the heading of combating the financing of terrorism and against attacks on national peace and security. For information, the lists can be found at the following references:
  - for the United Nations, UN Security Council sanctions list compendium: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>,
  - for the European Union, the lists can be found at: <https://www.sanctionsmap.eu>,
  - for France, see: <https://gels-avoirs.dgtresor.gouv.fr/List>,
  - for the US, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
- that they are not subject to an exclusion decision issued by the World Bank and do not appear as such on the list published by the World Bank. For your information, the list can be found at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the event of such an exclusion decision, we may attach to this affidavit additional information that would allow us to consider that this exclusion decision is not relevant in the context of the contract).*

Finally, the Contractor, members of its group, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of these entities) acknowledge and accept that, such situations may result in the full termination of the contract.

They also undertake to inform Expertise France without delay of any change in its situation during the execution of the contract, with regard to this statement.

**FRAMEWORK CONTRACT (SPECIFIC CONDITIONS)**

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**FOR THE CONTRACTOR:**

Handwritten mention "*read and approved*":

A ....., on the..... 20....

Signature<sup>9</sup>: \_\_\_\_\_

First name/last name of signatory:

Function:

**FOR EXPERTISE FRANCE:**

A ....., on the..... 20....

Signature<sup>10</sup>: \_\_\_\_\_

First name/last name of signatory:

Function:

**Made in a single original, including the unique copy kept by Expertise France.**

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<sup>9</sup> Original date and signature of a person entitled to legally bind the CONTRACTOR.

<sup>10</sup> Date and original signature of the Director General of EXPERTISE FRANCE or his delegate.

## **II – GENERAL TERMS AND CONDITIONS OF THE SERVICES FRAMEWORK**

### **CONTRACTS**

#### **ARTICLE II.1 – EXECUTION OF THE CC**

- II.1.1** The contractor shall execute the CC according to best professional practices.
- II.1.2** The contractor shall be solely responsible for obtaining all permits and authorizations required for the performance of the CC under the laws and regulations in force at the place where the tasks entrusted to the contractor are to be performed.
- II.1.3** Without prejudice to Article II.4, any reference to the contractor's staff in the CC refers exclusively to persons involved in the execution of that CC.
- II.1.4** The contractor shall ensure that the personnel involved in the execution of the CC have the professional qualifications and experience required to perform the tasks assigned to them.
- II.1.5** The contractor may not represent Expertise France or behave in a manner that would give such impression. He is obliged to inform third parties that he does not belong to the European civil service.
- II.1.6** The contractor is solely responsible for the personnel performing the tasks assigned to the contractor.

In the context of employment or service relations with its staff, the contractor is obliged to mention:

- a) that the personnel carrying out the tasks entrusted to the contractor may not receive direct orders from Expertise France;
  - b) that Expertise France cannot in any case be considered as the employer of the staff referred to in point a) and that the latter undertakes not to invoke against Expertise France any rights resulting from the contractual relationship between Expertise France and the contractor.
- II.1.7** In the event of an incident related to the action of a member of the contractor's staff working at Expertise France premises, or in case of inadequacy of the experience and/or

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skills of a member of the contractor's staff with the profile required by the CC, the contractor shall replace it without delay. Expertise France is entitled to submit a reasoned request for the replacement of the staff member in question. Replacement personnel must have the necessary qualifications and be able to continue the performance of the CC under the same contractual conditions. The contractor shall be liable for any delay in carrying out the tasks entrusted to it due to replacement of personnel.

- II.1.8** If the performance of the tasks is directly or indirectly, in whole or in part, impeded by an unforeseen event, action or omission, the contractor shall, without delay and on its own initiative, record it and report it to Expertise France. The report shall contain a description of the problem, as well as an indication of when it arose and the steps taken by the contractor to comply with all its obligations under this AC. In such a case, the contractor will give priority to resolving the problem rather than determining liability.
- II.1.9** If the contractor does not perform its obligations under the CC, the purchase order or the specific contract, Expertise France may, without prejudice to its right to terminate the CC, the purchase order or the specific contract, reduce or recover its payments in proportion to the size of the outstanding obligations. Expertise France may, in addition, claim compensation or apply for damages pursuant to Article II.12.
- II.1.10** As part of the policy to combat imported deforestation (SNDI), and assuming the use of raw materials or processed products, the Contractor undertakes to accurately assess the quantities actually needed and to investigate alternatives to the risk products listed below:
- meat;
  - eggs;
  - dairy products;
  - Ready meals, margarine, spreads;
  - leather shoes;
  - car upholstery;
  - cleaning and maintenance products;
  - agrofuels;
  - lumber;
  - solid wood or particle furniture;
  - fuels;
  - paper;
  - carton;
  - textile;
  - coffee, chocolate;
  - exotic fruits;

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- electronic.

For more information, the guide *Engage in a public procurement policy “Zero deforestation”* is available at the following e-mail address:

[https://www.ecologie.gouv.fr/sites/default/files/Guide\\_politique\\_achat\\_public\\_zero\\_deforestation.pdf](https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf)

## **ARTICLE II.2 – MEANS OF COMMUNICATION**

**II.2.1** Any communication relating to the CC or its execution shall be made in writing and mention the number of the CC and, if applicable, the number of the order form or the specific contract. Any communication shall be deemed to have been made upon receipt by the receiving party, unless otherwise provided in this AC.

**II.2.2** Any electronic communication shall be deemed to have been received by the parties on the day it is sent, provided that such communication is transmitted to the recipients mentioned in article I.6. Without prejudice to the foregoing, if it receives a message of non-delivery or absence from the recipient, the sending Party shall make every effort to ensure that the other Party actually receives the communication.

The electronic communication shall be confirmed by a signed original paper version if requested by either party, provided that such request is made without undue delay. The original signed paper version is sent by the sender without undue delay.

**II.2.3** The mail sent by postal service is deemed to have been received by Expertise France on the date of its registration by the responsible department referred to in article I.6.

Any formal notification shall be made by registered letter with acknowledgement of receipt or equivalent means, or by equivalent electronic means.

## **ARTICLE II. 3 – LIABILITY**

**II.3.1** The contractor is solely responsible for compliance with all legal obligations.

**II.3.2** Except in the case of intentional or serious misconduct on its part, Expertise France shall not be held liable for any damage caused or suffered by the contractor, including any damage caused by the contractor to third parties on occasion of or through the execution of the CC.

**II.3.3** The contractor is liable for losses and damages suffered by Expertise France during the execution of the CC, including in the context of subcontracting, and for any third party claim, this liability is limited to an amount not exceeding three times the total value of the order form or the corresponding specific contract. However, if the damage or loss is

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attributable to gross negligence or wilful misconduct by the Contractor, its staff or subcontractors, the Contractor shall be liable without limitation for the amount of the damage or loss.

- II.3.4** The Contractor shall be solely responsible for the safety of persons and property that it mobilizes for the performance of this contract and shall take all necessary measures in this regard. It undertakes to ensure that all its employees and subcontractors comply at all times with the safety instructions issued by it. In the event of an incident and/or a direct or indirect breach of safety involving persons directly or indirectly mobilised by the Contractor or its equipment, EXPERTISE FRANCE will not be liable for any liability whatsoever.
- II.3.6** The Contractor shall take out the insurance policy covering the risks and damages relating to the performance of the CC required by applicable legislation. He underwrites the supplementary insurance that is customary in his sector of activity. A copy of all the insurance contracts concerned is sent to Expertise France, if requested.

#### **ARTICLE II.4 - CONFLICTS OF INTEREST, ETHICS**

- II.4.1** The contractor shall take all necessary measures to prevent any situation of conflict of interest. There is a conflict of interest when the impartial and objective performance of the CC is compromised on grounds of economic interest, political or national affinity, family or emotional ties or any other community of interest.
- II.4.2** Any situation constituting a conflict of interest or likely to lead to a conflict of interest during the execution of the CC must be reported without delay and in writing to Expertise France. The contractor shall immediately take all necessary measures to remedy this situation. Expertise France reserves the right to verify that the measures taken are appropriate and to require that additional measures be taken within a specified time.
- II.4.3** The contractor declares that it has not consented, sought, sought to obtain or accepted, and undertakes not to consent, seek, seek to obtain or accept, for financial benefit or in kind, in favour of or on behalf of any person where such benefit constitutes an unlawful practice or is part of corruption, directly or indirectly, in that it amounts to a gratuity or reward related to the performance of the CC.
- II.4.4** The Contractor shall pass on in writing all relevant obligations to members of its staff and any natural person with power to represent it or to take decisions on its behalf, and shall ensure that they are not in a situation may give rise to a conflict of interest. The Contractor shall also pass on in writing all relevant obligations to third parties involved in the execution of the CC, including subcontractors.

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**II.4.5** The contractor also undertakes to take note of and strictly comply with the Expertise France code of conduct (the Expertise France code of conduct is available on the agency's website: [www.expertisefrance.fr](http://www.expertisefrance.fr)).

## **ARTICLE II.5 – CONFIDENTIALITY**

**II.5.1.** Expertise France and the Contractor treat as confidential all information and documents, in any form whatsoever, whether disclosed in writing or orally, which are related to the execution of the CC and designated in writing as confidential.

The contractor shall:

- a) not to use confidential information and documents for any purpose other than the fulfilment of its obligations under the CC, the purchase order or the specific contract without the prior written agreement of Expertise France;
- b) ensure the protection of such confidential information and documents by ensuring the same level of protection as for its own confidential information, which should not fall below reasonable protection;
- c) not to disclose, directly or indirectly, confidential information and documents to third parties without the prior written consent of Expertise France.

**II.5.2** The confidentiality obligation provided for in Article II.5.1 is binding on Expertise France and the contractor during the execution of the CC and extends over a period of five years starting from the date of payment of the balance, unless:

- a) the party agrees to release the other party from the confidentiality obligation earlier;
- b) the confidential information becomes public in a manner other than by disclosure, in violation of the obligation of confidentiality, by the party bound by that obligation;
- c) The disclosure of confidential information is required by law.

**II.5.3** The Contractor obtains from any natural person having the power to represent or make decisions on behalf of the Contractor, as well as from third parties involved in the execution of the CC, the purchase order or the specific contract, the commitment that they will comply with the confidentiality obligation set out in Article II.5.1.

## **ARTICLE II.6 – PROCESSING OF PERSONAL DATA**

**II.6.1** Pursuant to Article 13 of Regulation (EU) 2016/679 of the European Parliament and of



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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 (GDPR), the contractor is informed that personal data (in particular name, surname, email address) collected within the framework of this contract may be subject to processing(s).

**II.6.2** The legal bases that legitimize the processing correspond to c) and e) of article 6.1 of the GDPR, namely:

- The processing is necessary to comply with a legal obligation to which Expertise France is subject;
- The processing is necessary to carry out a mission of public interest or falling within the exercise of public authority that is vested in Expertise France.

**II.6.3** The purposes of processing are:

- The management and monitoring of this CC,
- The management and monitoring of reporting to donors and other supervisory authorities.

**II.6.4** The recipients or category of recipients of personal data are exclusively the personnel authorized by Expertise France, ministries and operators of the State, donors, in charge of the conclusion and execution of this contract, as well as their assistance providers in its activities.

**II.6.5** Retention period: these data are retained for the entire duration of the CC, as well as during the DUA applicable to the contract.

**II.6.6** In accordance with the provisions of articles 15 to 21 of the GDPR, persons whose personal data are collected have a right of access, rectification and erasure of this information that concerns them. They also have the right to restrict processing and object to such processing for legitimate reasons. The exercise of the rights of information and any other exercise of the rights of persons affected by the processing carried out may be carried out with the data protection delegate of Expertise France ([informatique.libertes@expertisefrance.fr](mailto:informatique.libertes@expertisefrance.fr)).

**II.6.7** The person whose personal data is collected in the context of this procedure has a right to complain to the CNIL. )

**II.6.8** In the event that this CC involves any processing(s) of personal data, the parties undertake to comply with the regulations applicable to the processing of personal data in accordance with Law n° 78-17 of 6 January 1978 amended on data processing, files and freedoms and Regulation (EU) 2016/679 called «General Data Protection Regulation» (GDPR).

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The contract holder undertakes, inter alia:

- Processing personal data only for the sole purpose(s) that is/are the subject of this contract, as defined in the appendix to this CC on the collection of personal data (GDPR processor);
- Ensure that persons authorized to process personal data are committed to confidentiality or are subject to an appropriate legal obligation of confidentiality;
- Implement the appropriate technical and organisational measures to ensure a level of security adapted to the risks resulting from the contract, including, in particular, encryption, confidentiality and data integrity;
- Notify Expertise France, by any means, of any personal data breach within a maximum of 24 hours after becoming aware of it.
- Assist Expertise France in fulfilling its obligation to respond to requests made by the persons concerned;
- Delete all personal data or return them to Expertise France, at the end of the provision of services related to the contract, according to the latter's choice, unless Union law or Member State law requires the retention of said data;
- Make available to Expertise France all the information necessary to demonstrate compliance with the obligations set out in this article and to enable it or any other person it has mandated to carry out audits.

**II.6.9** When the data subject uses a processor to carry out personal data processing activities in the context of the execution of the CC, it must first obtain the written authorization of Expertise France. Likewise, the Contractor shall inform Expertise France of any planned changes regarding the addition or replacement of other subcontractors thus giving Expertise France the opportunity to object to these changes.

**II.6.10** The same data protection obligations as those set out in the CC between Expertise France and the holder are imposed on sub-entitiesprocessors in particular with regard to providing sufficient guarantees as regards the implementation of appropriate technical and organisational measures for the protection of personal data processing. When the subcontractor does not fulfil its obligations, the owner remains fully responsible to Expertise France for the performance of the subcontractor's obligations.

**II.6.11** It is recalled that, in case of non-compliance with the aforementioned provisions, the responsibility of the holder may be engaged. Expertise France may order the immediate termination of the CC, without compensation to the holder, in case of breach of professional secrecy or non-compliance with the aforementioned provisions.

## **ARTICLE II.7 – SUBCONTRACTING**

- II.7.1** The contractor may not, without the prior written consent of Expertise France, conclude subcontracts or have the CC executed by third parties.
- II.7.2** Even when Expertise France authorises the contractor to conclude subcontracting contracts with third parties, it is not released from its contractual obligations and assumes sole responsibility for the proper execution of this CC.
- II.7.3** The contractor shall ensure that the subcontract does not modify the rights and guarantees conferred on Expertise France under this CC, and in particular its article II.18.

## **ARTICLE II.8 – AMENDMENTS**

- II.8.1** Any amendment to the CC, order form or specific contract shall be made in writing before performance of any contractual obligation. A specific purchase order or contract cannot be considered as an amendment to the CC.
- II.8.2** The purpose or effect of the amendment shall not be to make any changes to the SC, purchase order or specific contract that could affect the decision to award the SC, purchase order or specific contract, nor give rise to unequal treatment between tenderers or contractors.

## **ARTICLE II.9 – ASSIGNMENT**

- II.9.1** The contractor may not assign all or any of the rights, including claims, and obligations arising from the CC without the prior written consent of Expertise France.
- II.9.2** In the absence of this authorization or in case of non-compliance with the conditions attached to it, the assignment of rights or obligations made by the contractor is not opposable to Expertise France and has no effect on it.

## **ARTICLE II.10 – OWNERSHIP OF RESULTS – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**

### **II.10.1 Definitions**

The following definitions apply to this CC:

- 1) "results" means any expected product of the execution of the CC that is delivered and that is subject to final acceptance by Expertise France;

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2) “author” means any natural person who has contributed to the production of the result, including Expertise France staff or a third party;

3) 'pre-existing rights' means any intellectual and industrial property right, including pre-existing technologies, prior to their order by Expertise France or the contractor for the purpose of performing the CC and including the property and exploitation rights held by the contractor, the author, Expertise France and third parties.

### **II.10.2 Ownership of results**

The ownership of the results is fully and irrevocably acquired by Expertise France under this CC, including any right related to any result mentioned in the CC and the purchase orders or specific contracts. The rights incorporated into the results may include copyright and other intellectual or industrial property rights, as well as all technological solutions and information incorporated therein, produced in the course of the execution of the CC. Expertise France may exploit them as indicated in this CC or in the specific purchase orders or contracts. All rights are acquired by Expertise France upon delivery of the results by the contractor and their acceptance by Expertise France. This delivery and acceptance shall be deemed to constitute an effective assignment of the rights of the contractor to Expertise France.

Payment of the price indicated in the purchase orders or specific contracts is deemed to include all remuneration due to the contractor for the acquisition of rights by Expertise France, including all forms of exploitation of results.

The acquisition of rights by Expertise France under this CC is valid for the whole world.

Expertise France may not exploit the intermediate results, raw data and intermediate analyses transmitted by the contractor without the latter's written consent, unless the CC, the purchase order or the specific contract explicitly provide that these items are treated as a stand-alone result.

### **II.10.3 Licences on pre-existing rights**

Expertise France does not acquire ownership of pre-existing rights.

The Contractor grants a royalty-free, non-exclusive and irrevocable licence on pre-existing rights to Expertise France, which may exploit these rights as provided for in article II.10.4 or in purchase orders or specific contracts. All pre-existing rights are licensed to Expertise France upon delivery of the results and their acceptance by it.

The contractor shall provide Expertise France with a list of pre-existing rights and third party rights, including those of its staff, authors or other right holders, as defined in article II.10.5.

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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The contractor shall provide relevant and comprehensive evidence of the acquisition of all pre-existing rights and necessary third-party rights when presenting the result concerned.

The granting to Expertise France of licences on pre-existing rights under this CC is valid for the entire world and for the duration of the protection of intellectual property rights.

#### **II.10.4 Modes of exploitation**

Expertise France acquires ownership of each of the results obtained as a product of this CC that can be used for the following purposes:

- a) exploitation for internal purposes:
  - i) disclosure to Expertise France staff
  - ii) disclosure to persons and bodies working for or collaborating with Expertise France, including contractors and subcontractors (legal or natural persons), institutions, agencies and bodies of the Union, institutions of the Member States
  - iii) installation, loading, processing
  - iv) arrangement, compilation, assembly, extraction
  - v) copy, reproduction in whole or in part and unlimited number of copies
- b) public broadcasting:
  - i) publication in hard copy form
  - ii) publication in electronic or digital form
  - iii) publication on the internet in the form of files, downloadable or not
  - iv) broadcasting by any transmission technique
  - v) presentation or public display
  - vi) communication through a press service
  - vii) integration into a database or easily accessible catalogue
  - viii) other public dissemination in any form and by any means
- c) changes made by Expertise France or a third party on behalf of Expertise France:
  - i) production of a shortened or abridged version
  - ii) summary
  - iii) change in content
  - iv) technical content change:
    - necessary correction of technical errors
    - adding new parts or features
    - modification of functionalities

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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- providing third parties with additional information about the result (for example, source code) for modifications
- v) Adding new elements, paragraphs, titles, caps, bold type, legend, table of contents, contents, graphics, subtitles, sound elements, etc.
- vi) sound adaptation, presentation, animation, pictogram series, slide show, public presentation, etc.
- vii) selection of extracts or division into parts
- viii) use of a concept or preparation of a derivative work
- ix) scanning or format conversion for storage or use
- x) change of dimensions
- xi) Translation, subtitling, dubbing in different language versions:
  - English, French, German
  - all the official languages of the European Union
  - official languages of the country of execution of the contract
- d) the following operating modes:
  - i) disclosure following individual requests for access, which does not constitute a right of reproduction or use, pursuant to Law 78-753 of 17 July 1978 on public access to documents of the French administration and state;
  - ii) storage of the original and copies in accordance with this CC, the purchase order or the specific contract;
  - iii) online archiving in compliance with the rules on document management applicable to Expertise France.
- e) granting the rights to authorize or grant licences or sub-licences to third parties in the case of pre-existing, licensed rights in respect of the forms of exploitation set out in points a) to d).

If it finds that the extent of the changes exceeds that provided for in the CC, the specific contract or the purchase order, Expertise France consults with the contractor. If necessary, the latter in turn requests the consent of any author or other right holder. The contractor shall reply to Expertise France within one month and give its agreement, with proposed modifications, free of charge. The author may refuse the proposed modifications only if they are prejudicial to his honour, reputation or integrity of his work.

#### **II.10.5 Identification and evidence of the granting of pre-existing rights and third party rights**

When delivering the results, the contractor guarantees that they are free of rights and claims from the authors and third parties, including with regard to pre-existing rights, for all operations

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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envisaged by Expertise France. This provision does not apply to the moral rights of natural persons.

For this purpose, the Contractor shall establish a list of all pre-existing rights and rights of authors and third parties in the results of this CC or parts thereof. This list shall be communicated no later than the date of delivery of the final results.

In the results, the contractor clearly indicates any citation of existing written works. The full reference includes, as appropriate, the name of the author, the title of the work, the date and place of publication, the date of creation, the address of publication on the internet, the number, the volume, and any other information allowing the origin of the quoted text to be easily determined.

At the request of Expertise France, the contractor demonstrates that it owns or has exploitation rights to all pre-existing rights and listed third party rights, except in respect of rights held by Expertise France.

Such evidence may include rights relating to the following: parts of other documents, images, graphics, tables, data, software, technical inventions, know-how, etc. (in paper, electronic or other form), computer development tools, routines, subroutines and other programs ("pre-existing technologies"), concepts, mock-ups, installations or works of art, data, sources, pre-existing documents or any other external source.

The evidence shall include, where appropriate:

- a) the name and version number of the software;
- b) the complete identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, reviewer, photographer, producer;
- c) a copy of the product licence or agreement granting the rights in question to the contractor or a reference to that licence;
- d) a copy of the agreement or an extract from the employment contract granting the rights in question to the contractor where parts of the result have been created by its staff;
- e) the text of the disclaimer, if any.

The provision of evidence does not release the contractor from his responsibilities if it appears that he does not have the necessary rights, regardless of when these facts were revealed and the person(s) who has (have) disclosed them.

The Contractor also warrants that it has the necessary rights or powers to make the assignment and that it has made all payments or verified that they have been made, including royalties due to collective management societies, the final results.

### **II.10.6 Authors**

By delivering the results, the contractor confirms that they can be disclosed and guarantees that their authors do not object to their name being mentioned when presenting the results to the public. The names of the authors are mentioned on request according to the terms communicated by the contractor to Expertise France.

The contractor obtains the agreement of the authors to grant the rights in question and is willing to provide supporting documents upon request.

### **II.10.7 Persons depicted in photographs or films**

If recognizable natural persons are represented in a result or their vote is recorded, the contractor presents, at the request of Expertise France, a statement in which these persons (or those vested with parental authority if they are minors) permit the intended use of their image or voice. These provisions do not apply to persons whose permission is not required under the law of the country where photographs, films or sound recordings were taken.

### **II.10.8 Copyright of the contractor on pre-existing rights**

If the contractor retains pre-existing rights in parts of the result, a reference to this effect should be inserted where the result is used as provided for in Article I.8.1, using the following disclaimer: © - year – Expertise France. All rights reserved. Some parts are licensed to Expertise France.

### **II.10.9 Visibility of the financing of Expertise France, the European Union or the French State and exclusion of liability**

When exploiting the results, the contractor declares that they were produced under a framework contract with, depending on the case of Expertise France, the European Union or the French State, and that the views expressed therein reflect exclusively the opinion of the contractor and do not constitute a formal statement by Expertise France. Expertise France may waive this obligation in writing.

## **ARTICLE II.11 – FORCE MAJEURE**

**II.11.1** The term «force majeure» means any unforeseeable and exceptional situation or event, beyond the control of the parties and not attributable to the fault or negligence of one of them or a sub-party that prevents one of the parties from fulfilling one or more of its obligations under the CC and that is unavoidable despite all due diligence. A failure in a service, the defect of equipment, material or materials or their late provision, unless this situation is the direct consequence of an established case of force majeure, as well as labor disputes, strikes and financial difficulties cannot be invoked as a case of force majeure.



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- II.11.2** Any party facing a case of force majeure shall formally and without delay notify the other party, specifying the nature, probable duration and foreseeable effects of this event.
- II.11.3** The party facing a case of force majeure is not considered to have failed or violated its contractual obligations if it was unable to perform them due to a case of force majeure. Where the contractor is prevented by force majeure from fulfilling his contractual obligations, his right to payment of remuneration shall be limited to the tasks actually performed.
- II.11.4** The parties shall take all measures to limit any damage resulting from force majeure.

**ARTICLE II.12 – PENALTIES**

Expertise France may impose penalties on the contractor if it does not comply with its contractual obligations, or if it does not meet the required level of quality, in accordance with the specifications.

If the contractor does not perform its contractual obligations within the period set by the CC or the purchase order or the corresponding specific contract, Expertise France may impose on it, Regardless of the actual or potential liability of the contractor and the right of Expertise France to terminate the CC or the purchase order or the corresponding specific contract, the payment of penalties for each calendar day of delay, calculated according to the following formula:

$$V \times d / 500$$

$V$  is the purchase price in question;

$d$  is the number of days of delay, expressed in business days.

The contractor may challenge this decision within 30 days of receipt of the formal notification. In the absence of a reaction on its part or a written cancellation by Expertise France within thirty days of receipt of the dispute, the decision imposing the payment of damages becomes enforceable.

The Parties expressly recognize and agree that any amount payable under this section is a penalty, not a penal clause, and represents a reasonable estimate of fair compensation for losses that may be incurred as a result of the failure to perform.

## **ARTICLE II.13 – SUSPENSION OF THE CC**

### **.13.1 Suspension by the contractor**

The contractor may suspend the execution of all or part of the CC, order form or specific contract if force majeure makes such execution impossible or excessively difficult. It shall inform Expertise France without delay of the suspension, communicating all the necessary justifications and clarifications, as well as the planned date for resumption of the execution of the CC, the purchase order or the specific contract.

As soon as the conditions for resumption of execution are met, the contractor shall immediately inform Expertise France, unless it has already terminated the CC, the purchase order or the specific contract.

### **II.13.2 Suspension by Expertise France**

Expertise France may suspend the execution of all or part of the CC, the purchase order or the specific contract:

- a) if the procedure for awarding the CC, Purchase Order or specific contract or the execution of the CC is tainted by material errors, irregularities or fraud;
- b) to verify whether substantial errors, irregularities or suspected fraud have actually occurred.

The suspension shall take effect on the date on which the contractor receives formal notification thereof, or on a later date specified in the notification. Expertise France shall inform the contractor as soon as possible of its decision to resume performance of the suspended service or to terminate the CC, the purchase order or the specific contract. The Contractor may not claim compensation for any suspension of all or part of the CC, the purchase order or the specific contract.

## **ARTICLE II.14 – TERMINATION OF THE CC**

### **II.14.1 Reasons for termination**

Expertise France may terminate this CC, a purchase order or a specific contract in the following cases:

- a) when a legal, financial, technical, organizational or control change in the situation of the contractor is likely to affect the execution of the CC, of the purchase order or specific contract in a substantial way or to challenge the decision to award the CC;

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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- b) if the execution of the tasks provided for in an ongoing purchase order or a specific contract has not actually started within 15 days of the date set for this purpose, and if the proposed new date, if any, is considered unacceptable by Expertise France, Taking into account Article II.8.2;
- c) if the Contractor does not execute a CC, a purchase order or a specific contract in accordance with the specifications or service request or if it does not fulfill another substantial contractual obligation; the termination of at least three purchase orders or specific contracts for this reason constitutes a ground for termination of the CC;
- d) in the case of force majeure notified pursuant to Article II.11 or in the case of suspension of the execution of the CC, the purchase order or the specific contract by the contractor due to force majeure notified pursuant to Article II.13, if the resumption of execution is impossible or if a change to the CC, to the purchase order or to the specific contract is likely to call into question the decision of allocation of the CC, of the purchase order or specific contract or give rise to unequal treatment between tenderers or contractors;
- e) when the contractor is declared bankrupt or is subject to liquidation proceedings, judicial settlement, preventive concordat, cessation of activity, or if he is in any similar situation resulting from a procedure of the same nature existing in national laws or regulations;
- f) whether, in professional matters, the contractor or any natural person having the power to represent him or to take decisions on his behalf has committed a serious misconduct which has been established by any means;
- g) if the Contractor has not complied with its obligations relating to the payment of social security contributions or its obligations relating to the payment of its taxes in accordance with the legal provisions of the country where it is established, or those of the country whose law is applicable to this CC or those of the country where it is to be executed;
- h) if Expertise France has evidence that the contractor or any natural person with the power to represent it or take decisions on its behalf committed an act of fraud, corruption, participation in a criminal organization, money laundering or any other illegal activity affecting the financial interests of Expertise France, the French State or the European Union;
- i) if Expertise France has evidence that the contractor or any natural person with the power to represent it or make decisions on its behalf has made substantial errors, irregularities or fraud in the procurement procedure or in the execution of the CC, particularly where incorrect information has been provided;

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- ) if the Contractor is unable, through its own fault, to obtain a permit or authorization necessary for the execution of the CC, the purchase order or the specific contract;
- k) if the needs of Expertise France evolve and if new services are no longer required under the CC;
- l) if, following the termination of the CC concluded with one or more of the contractors, the multiple framework contract with reopening of competition does not include the minimum required competition;
- m) if the contractor has deliberately breached the code of conduct is likely to result in termination of the contract and engage the liability of the holder.

**II.14.2 Termination procedure**

When Expertise France intends to terminate the CC, the purchase order or the specific contract, it formally notifies the contractor of this by specifying the reasons for termination. It invites the contractor to make known any observations and, in the case referred to in point c) of article II.14.1, to inform it of the measures taken by the contractor to ensure continuity in its contractual obligations, within 30 days of receipt of the notification.

In the absence of acceptance of these observations confirmed by a written agreement of Expertise France within 30 days of receipt, the termination procedure is continued. In all cases of termination, Expertise France formally informs the contractor of its decision to terminate the CC, the purchase order or the specific contract. In the cases referred to in points a), b), c), e), g), j), k) and l) of article II.14.1, the formal notification shall specify the effective date of the termination. In the cases referred to in points d), f), h) and i) of article II.14.1, the termination shall be effective on the day following the date on which the contractor received notice of the termination.

**II.14.3 Effects of termination**

In the event of termination, the contractor waives its claim for compensation for indirect damages, including loss of expected profits due to non-completion of services. Upon receipt of the notice of termination, the Contractor shall take all necessary measures to minimize costs, avoid damages and cancel or reduce its commitments. He shall have 30 days from the date on which the termination takes effect to draw up the documents required by the special conditions, Purchase orders or specific contracts for tasks already performed on the date of termination and submit an invoice if necessary. Expertise France may recover any amount paid under the CC.

Expertise France may require compensation for any damage caused in the event of termination.

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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After termination, Expertise France may call upon any other contractor to perform or complete the services. Expertise France is entitled to claim from the contractor the reimbursement of all additional costs thus incurred, without prejudice to any other rights or guarantees that it may hold under the CC.

## **ARTICLE II.15 – REPORTING AND PAYMENTS**

### **II.15.1 Date of payment**

Payments are deemed to be made on the debit date of the Expertise France account.

### **II.15.2 Currency**

The CC is denominated in euros.

Payments shall be made in euro or in the local currency specified in Article I.5.

Conversion between the euro and another currency is done at the daily rate of the euro published in *the Official Journal of the European Union* or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day the payment order is established by Expertise France.

### **II.15.3 Transfer fee**

Transfer fees are allocated as follows:

- a) the issue fees charged by Expertise France are borne by Expertise France;
- b) the reception fees charged by the Contractor's bank shall be borne by the Contractor;
- c) the costs associated with an additional transfer attributable to one of the parties shall be borne by that party.

### **II.15.4 Invoices and value added tax**

In addition to the legal notice (registration number in the register of intra-Community VAT companies), the invoices contain the identity of the contractor, the amount, currency, date, reference of the CC as well as that of the purchase order or contract and, where applicable, the reference and title of the cooperation project.

The invoices shall indicate the contractor's place of value added tax (VAT) liability and separately state the amounts excluding VAT and the amounts including VAT.

Within the framework of cooperation projects linked to official development assistance, Expertise France is, in principle, exempt from all duties and taxes, including VAT.

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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To this end, the contractor shall make the necessary representations to the competent authorities in order to ensure that supplies and services required for the performance of the CC are exempt from duties and taxes, including VAT.

#### **II.15.5 Pre-financing and completion guarantees**

Pre-financing guarantees remain in force until the pre-financing is cleared, by deduction of interim payments or payment of the balance and, where this takes the form of a debit note, for three months following notification of the debit note to the contractor. Expertise France releases the guarantee within one month.

The guarantees of good performance cover the execution of the service, in accordance with the conditions stipulated in the request for services, until its final acceptance by Expertise France. The amount of the performance guarantee cannot exceed the total amount of the purchase order or specific contract. It is intended that this warranty will remain in effect until final acceptance. Expertise France releases the guarantee within one month from the date of final acceptance.

Where, pursuant to Article I.4, a financial guarantee is required for the payment of pre-financing or as a performance guarantee, the following conditions shall be met:

- a) the financial guarantee is provided by a bank or an approved financial institution, or, at the request of the contractor and with the agreement of Expertise France, by a third party;
- b) the guarantor acts as a guarantor on first request and does not require Expertise France to prosecute the principal debtor (the contractor).

The costs of providing this guarantee shall be borne by the contractor.

#### **II.15.6 Interim payments and balance payment**

The contractor shall submit an invoice to request an interim payment when communicating the interim results, accompanied by a progress report or any other document in accordance with Article I.4 of the specifications, to the specific purchase order or contract.

The contractor shall submit an invoice requesting payment of the balance within 60 days following the end of the period referred to in section III.2.2, accompanied by a final report or any other document provided for in section I.4 in the specifications, in the purchase order or specific contract.

Upon receipt, Expertise France pays the amount due as an interim payment or payment of the balance within the time limits set out in article I.4, subject to approval of the invoice and documents and without prejudice to article II.15.7. The approval of the invoice and documents

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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does not imply recognition of their correctness, nor of the authenticity, completeness or accuracy of the declarations and information contained therein.

Payment of the balance may take the form of a recovery.

#### **II.15.7 Suspension of payment period**

Expertise France may at any time suspend the payment deadlines referred to in Article I.4 by informing the contractor that its invoice cannot be processed, either because it does not comply with the provisions of the CC or because the appropriate documents have not been produced.

Expertise France shall inform the contractor in writing as soon as possible of such suspension, giving reasons for it.

The suspension shall take effect on the date of dispatch of the notification by Expertise France. The remaining payment period shall recommence from the date of receipt of the requested information or revised documents, or from the completion of the required additional verifications, including on-the-spot checks. If the suspension period is longer than two months, the contractor may ask Expertise France to provide reasons for maintaining the suspension.

Where payment periods have been suspended as a result of the refusal of a document referred to in the first paragraph and the new document produced is also refused, Expertise France reserves the right to terminate the purchase order or the specific contract in accordance with point c) of article II.14.1.

#### **II.15.8 Interest on late payment**

On the expiry of the payment periods referred to in article I.4, and without prejudice to article II.14.7, the contractor is entitled to obtain interest for late payments under the conditions set out in Decree no. 2013-269 of 29 March 2013 on the fight against late payments in public procurement contracts. The default interest rate is equal to the interest rate applied by the European Central Bank on its most recent main refinancing operations, effective on the first day of the six months of the calendar year in which default interest began to accrue, plus eight percentage points. However, where the interest calculated is less than or equal to 200 euros, it shall be paid to the contractor only on request, submitted within two months of receipt of the late payment. The amount of the lump-sum compensation for recovery costs is set at forty (40) euros and will be paid systematically in addition to default interest. Interest of less than 40€ will not be mandated.

The suspension of the payment period pursuant to Article II.15.7 cannot be considered as a delay in payment.

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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Interest for late payment shall be charged on the period from the day following the due date of the payment and no later than the actual payment date as defined in Article II.15.1.

## **ARTICLE II. 16 – REFUNDS**

**II.16.1** If the specific conditions or the specifications so provide, Expertise France reimburses the costs directly related to the execution of the tasks, upon presentation of the original supporting documents, in particular the receipts and tickets used or, failing that, upon presentation of copies or scanned originals, or on the basis of flat-rate rates.

**II.16.2** Travel and subsistence expenses shall be reimbursed, where applicable, on the basis of the shortest route and the minimum number of nights required at the place of destination.

**II.16.3** Travel expenses are reimbursed as follows:

- a) Air travel is reimbursed up to the maximum price of an economy class ticket at time of booking;
- b) travel by boat or rail is reimbursed up to the maximum price of a first class ticket;
- c) Travel by car is reimbursed at the price of a single first class train ticket for the same route and on the same day.

In addition, travel outside the territory of the European Union is reimbursable subject to prior written agreement from Expertise France.

**II.16.4** Subsistence expenses are reimbursed on the basis of a daily allowance, as follows:

- a) For round trips of less than 200 km, no daily allowance is paid;
- b) the daily allowances shall be due only after receipt of documentary evidence that the person concerned is present at the place of destination;
- c) the daily allowances cover flat-rate all living expenses, including meals, local transport, which includes travel to and from airports or train stations, insurance and minor expenses;
- d) Per diems shall be paid at the flat rate rates specified in section I.3;
- e) accommodation expenses shall be reimbursed upon receipt of supporting documents for the overnight stays required at the place of destination, up to the flat-rate limits specified in Article I.3.



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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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- II.16.5** The cost of transporting equipment or unaccompanied baggage is reimbursed provided that Expertise France has given its prior written consent.
- II.16.6.** The conversion between the euro and another currency shall be carried out in accordance with Article II.15.2.

**SECTION II.17 – COLLECTION**

- II.17.1** If an amount is to be recovered under the terms of the CC, the contractor reverses the said amount to Expertise France under the conditions and on the due date fixed in the debit note.
- II.17.2** If the obligation to pay the amount due is not honoured by the due date set by Expertise France in the debit note, the sum due is increased by interest at the rate referred to in article II.15.8. Interest for late payment shall be charged on the period between the day following the due date of payment and, at the latest, the date on which Expertise France obtains full payment of the sum due.

Any partial payment is charged first on the late fees and interest and then on the principal.

- II.17.3** In the absence of payment on the due date, Expertise France may, after having informed the contractor in writing, recover the amounts owed by offsetting them with sums that Expertise France owes to the contractor for any reason whatsoever, or by recourse to the financial guarantee, in the cases provided for in Article I.4 or in the specific contract.

**ARTICLE II.18 – CONTROLS AND AUDITS**

- II.18.1** Expertise France and the European Anti-Fraud Office may carry out a control or audit of the implementation of the CC, either directly through their agents or through any other external body mandated by them for this purpose.

These controls and audits may be undertaken during the course of the CC and for a period of five years from the date of expiry of the CC.

The audit procedure is deemed to begin on the date of receipt of the corresponding letter sent by Expertise France. Audits are conducted in confidence.

- II.18.2** The Contractor shall keep all original documents on any appropriate medium, including digital media where this is permitted by and under the conditions provided for in national law, for a period of five years from the expiry date of the CC.

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**GENERAL TERMS AND CONDITIONS OF THE FRAMEWORK SUPPLY CONTRACT**

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- II.18.3** The contractor grants to the staff of Expertise France and external persons appointed by it an appropriate right of access to the sites and premises where the CC is executed, as well as to all necessary information, including in electronic format, to carry out these controls and audits. The contractor shall ensure that information is available immediately at the time of the audit or control and, if requested, in an appropriate form.
- II.18.4** Based on the audit findings, an interim report is prepared. It shall be forwarded to the contractor, who may submit observations within 30 days of receipt. The final report shall be communicated to the contractor within 60 days following the expiry of this period.
- Based on the final audit findings, Expertise France may recover all or part of the payments made and take any other action it deems necessary.
- II.18.5** The French Court of Auditors and the European Court of Auditors may carry out on-the-spot checks and verifications in accordance with the procedures laid down by French and Union law for the protection of the financial interests of the French State, of its public bodies and the Union against fraud and other irregularities. Where appropriate, the findings may be recovered by Expertise France.
- II.18.6** The French and European Courts of Auditors have the same rights, including the right of access, as Expertise France with regard to controls and audits.
- II.18.7** The refusal of the contractor to comply with the audits and/or their conclusions may lead to the termination of this contract by Expertise France without compensation.

## 2X-BCXXXX Purchase Order

CONCLUDED UNDER THE FRAMEWORK CONTRACT N°2X-ACXXXX

### DATE OF NOTIFICATION:

#### REMINDER OF CONTRACT IDENTIFICATION

Purpose of the framework contract	
Framework contract number	
Contractor	
Date of notification	

#### ORDER FORM

PO Number	
Subject of the purchase order	
Intermediate deliverables	
Final deliverables	
Lead time / delivery	
Special conditions of performance	

Désignations des unités commandées <i>conformément au bordereau de prix unitaires du contrat</i>	Quantités	Prix unitaires € HT	Montants en €uros HT
			- €
			- €
etc.			- €

<b>Montant total H.T.</b>	- €
Taux de T.V.A.	0%
Montant de la T.V.A.	- €
<b>Montant total T.T.C.</b>	- €

SIGNATURE OF THE PERSON AUTHORISED TO ENGAGE EXPERTISE FRANCE

Function and name	Date and place	Signature