

FRAMEWORK AGREEMENT FOR INTELLECTUAL SERVICES

**French Development Agency**

5 Rue Roland BARTHES

75012 PARIS

**SUBJECT: Technical support to the Ghana Forestry Commission in the implementation of the FLEGT VPA**

**Contract No. ARB-2025-0242**

Procurement procedure

Open call for tenders – Pursuant to Articles R. 2124-1, R. 2124-2 1° and R. 2161-2 to R. 2161-5 of the Public Procurement Code

**ATTENTION**

This document may only be amended to supplement:

The identification of the Holder;

The “Price” article;

Any annexes.

Acceptance of the advance (if applicable)

**UNDER PENALTY OF REJECTION OF YOUR OFFER**

**BETWEEN**

**THE FRENCH DEVELOPMENT AGENCY (AFD)**

Public establishment with its registered office in PARIS XII - 5, rue Roland Barthes, registered with the Paris Trade and Companies Register under number B 775 665 599, represented by the Managers of the Group Purchasing Department/ODA Division, acting by virtue of the powers conferred on them for this purpose,

**hereinafter referred to as “the Contracting Authority” on the one hand,**

**AND**

**The company** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, domiciled \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered in the Trade and Companies Register \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under number RCS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Represented by\_\_\_\_\_\_\_\_\_\_\_

After having read the contract and the documents mentioned below,

* I UNDERTAKE, without reservation, in accordance with the conditions, clauses and requirements of the documents referred to above, to perform the services defined below, under the conditions which constitute my offer.
* I AFFIRM, under penalty of automatic termination of the contract, that I hold an insurance policy guaranteeing all the liabilities that I incur.
* I CONFIRM, under penalty of automatic termination of the contract, that the proposed subcontractors also hold insurance policies covering the liabilities they incur.

**The company presenting itself alone, sole contracting party *:***

Company name:

Legal status :

Having its registered office at:

Having the unique SIRET identification number [[1]](#footnote-1):

Commercial Register (number and city of registration):

NAF code:

**Represented by [[2]](#footnote-2):**

Name :

In his capacity as [[3]](#footnote-3):

Legal representative of the company,

Representative having received power of attorney from the legal representative of the company.

**Indicating that the services covered by this contract will be carried out** :

By the head office,

By the following establishment ( *only main or secondary establishment linked to the head office)[[4]](#footnote-4)*

Name :

Address :

Unique SIRET identification number [[5]](#footnote-5):

Commercial Register (number and city of registration):

NAF code:

**OR The agent representing**

**The *solidarity* group of entrepreneurs**

***Or***

**The *joint* entrepreneur group**

**Composed of the following companies:**

**1st co - contracting company acting as agent of the Group:**

Company name:

Legal status :

Having its registered office:

Having the unique SIRET identification number [[6]](#footnote-6):

Commercial Register (number and city of registration):

NAF code:

**Represented by [[7]](#footnote-7):**

Name :

In his capacity as[[8]](#footnote-8) :

Legal representative of the company,

Representative having received power of attorney from the legal representative of the company.

**And indicating that the services covered by this contract will be carried out:**

By the head office

By the following establishment ( *only main or secondary establishment linked to the head office)[[9]](#footnote-9)*

Name :

Address :

Unique SIRET identification number [[10]](#footnote-10):

Commercial Register (number and city of registration):

NAF code:

**In the event of a joint grouping, the agent declares that it is jointly and severally liable with all members of the grouping for its contractual obligations towards the AFD.**

**2nd co -contracting company**[[11]](#footnote-11)**:**

Company name:

Legal status :

Having its registered office at:

Having a unique SIRET identification number[[12]](#footnote-12):

Commercial Register (number and city of registration):

NAF code:

**Represented by [[13]](#footnote-13):**

Name :

In his capacity as [[14]](#footnote-14):

Legal representative of the company,

Representative having received power of attorney from the legal representative of the company.

**And indicating that the services covered by this contract will be carried out:**

By the head office

By the following establishment ( *only main or secondary establishment linked to the head office)[[15]](#footnote-15)*

Name :

Address :

Unique SIRET identification number [[16]](#footnote-16):

Commercial Register (number and city of registration):

NAF code:

**Contact details of the holder**

The AFD communicates only electronically for exchanges with companies via its dematerialization platform.

**the following two email addresses** below :

* The generic email address valid for the entire duration of the contract
* Your company's contact person in this market,
* A person who can be contacted in the absence of the contact person.

1. **Generic email address valid for the entire duration of the framework agreement**

E-mail :

1. **Name and contact details of the contact person who can be contacted electronically :**

Name, first name:

Quality :

E-mail :

Telephone (direct line):

**2- Name and contact details of the person who can be contacted electronically in the absence of the contact person :**

Name, first name:

Quality :

E-mail :

Telephone (direct line):

**Any change of address must subsequently be notified to the AFD by registered letter.**

**Regulations – INVOICING**

**It is required that the information below corresponds to the establishment that will submit the invoice(s)**

The contracting authority will release itself from the sums due under this contract by crediting the amount to the account(s) opened:

In the name of :

Banking establishment (name and address):

Account number :

Bank code:

Sort code:

RIB key:

IBAN:

BIC:

**hereinafter referred to as “the Holder” on the other hand,**

**IT HAS BEEN AGREED AND DECIDED AS FOLLOWS:**

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1. Preamble
   1. Presentation of the contracting authority

The French Development Agency is a Public Industrial and Commercial Establishment governed by banking law, as a financing company.

It is responsible, within the framework of the development aid system, for financing, through long-term loans and/or subsidies, the economic and social development of nearly 80 developing countries and Overseas Communities.

It has adopted an ethical charter which can be viewed on its website: [www.afd.fr](http://www.afd.fr/)

As part of the contract, the contracting authority entrusts the Contractor, who accepts it, with the performance of the contract. The purpose of this Contract is to specify the conditions under which the Contractor will be required to provide these services to the contracting authority.

Furthermore, in order to promote sustainable development, the Parties have each recognized the need to encourage compliance with environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and international conventions for the protection of the environment.

* 1. Definitions

Acts of Corruption:

Refers to the offenses referred to in Articles 432-11, 433-1, 445-1 and 445-2 of the Criminal Code.

Act of Fraud:

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

CONTRACT :

Refers to this contractual document, formalizing the reciprocal commitments between the AFD and the Holder(s) designated at the end of the award procedure.

CCTP

Refers to the Specific Technical Specifications of this Contract. It may hereinafter be referred to as the Terms of Reference (TOR).

Personal data:

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

Agreement:

Means concerted actions, conventions, express or tacit understandings or coalitions, including through the direct or indirect intermediary of a group company established in any country within the meaning of Article 420-1 of the French Commercial Code, when their purpose or may have the effect of preventing, restricting or distorting competition in a market, in particular when they tend to:

* Limiting market access or the free exercise of competition by other companies;
* Obstructing the fixing of prices through the free play of the market by artificially encouraging their rise or fall;
* Limit or control production, outlets, investments or technical progress;
* Distribute markets or sources of supply.

Confidential Information:

Refers to:

* All information, data, documents of any nature and whatever their form or medium, including, without limitation, any writing, note, report, document, study, analysis, drawing, letter, listing, software or content of data stored on a USB key, specifications, figures, graphics, communicated by the Contracting Authority to the Holder within the framework of the Contract;
* The Contract (including any information obtained during its negotiation and/or execution) and more generally any information or document that the Contractor may have obtained, directly or indirectly, in writing or by any other means, from the Contracting Authority for the purposes of or during the Contract, including without limitation any technical, commercial, strategic or financial information, studies, specifications, software, products;
* The Service (including reports, works, studies, carried out under the Service) and any information relating thereto.

Representative

Refers to the member of the Holding Group designated in this contract who represents all members of the Group vis-à-vis the Contracting Authority.

Staff :

Refers to the Holder’s personnel assigned by the latter to carry out the Service.

Benefit :

Means all tasks, activities, services, deliverables and benefits to be carried out by the Holder under the Contract.

Outsourced Essential Services:

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

* Banking operations, the issuance and management of electronic money, payment services and investment services, for which the subject company has been authorized;
* Related operations;
* Services directly contributing to the execution of the operations or services mentioned above;
* Any provision of services when an anomaly or failure in its exercise is likely to seriously harm the ability of the subject company to comply permanently with the conditions and obligations of its approval and those relating to the exercise of its activity, its financial performance or the continuity of its services and activities.

Holder :

Designates the economic operator or, in the case of a Group, the Agent and its possible co-contractors, signing this Contract.

1. Purpose of the Contract - General Provisions
   1. Purpose of the Contract

This agreement is a framework agreement within the meaning of Article L. 2125-1 1° of the Public Procurement Code.

The purpose of this framework agreement is to establish the terms governing the intellectual services contract to be awarded during its period of validity.

The purpose of this contract is to provide the following services: mainly technical support to the Ghana Forestry Commission in the implementation of the FLEGT VPA and, secondarily, the purchase of IT equipment in support of the Ghana Forestry Commission.

**Place(s) of performance** : Ghana

* 1. Mission Description

**The services to be provided under this framework agreement are as follows:**

Operational support for the ongoing functioning of the Forestry Commission, through funding of stakeholder meetings and other events

Support for capacity building of the Forestry Commission, other government departments and the private sector to prepare for FLEGT licensing

Implementation of the activities of the joint communication plan on FLEGT licenses

Support for the development of three technical studies: a baseline study on monitoring the impact of the VPA, a study on domestic market trade and prices, and a study to determine the timber recovery rate for setting stumpage fees.

Support for industry registration on the industry portal and private sector training

The procurement and delivery of IT equipment to support timber harvesting, transportation, processing, and trading operations, as well as the FLEGT licensing process. All equipment must meet the described technical specifications (or be at least equivalent) and comply with applicable Ghanaian and international standards. Documentation, including user manuals, certificates of conformity, and serial numbers, must be provided upon delivery.

* 1. Form of contract

**This contract is a single-award, mixed-price framework agreement.**

It includes:

* A part executed at a global and fixed price covering the following deliverables:

Initial period:

* Deliverable 0: Initial Report
* Deliverable 1: Interim report

Renewal period

* Deliverable 2: Interim report
* Deliverable 3: Interim report
* Deliverable 4: Interim report
* Deliverable 5: Interim report
* Deliverable 6: Final Report
* A share executed on purchase orders in accordance with article R2162-2 of the Public Procurement Code placed within the financial limits mentioned in article 6 of this contract.

The services which fall under the part of the framework agreement executed by the issue of purchase orders are as follows:

|  |  |
| --- | --- |
| **No.** | **TRAINING/MEETINGS/STUDIES** |
| 1 | MSIC Meetings |
| 2 | Regular technical meetings with GhLAS agencies |
| 3 | Recycling of industry to use the system/portals developed for the operation of GhLAS |
| 4 | Training of TVD Data Reconciliation Agents |
| 5 | Training of FC operational staff on closing corrective action requests and compliance procedures |
| 6 | Industry training on corrective action request closure and compliance procedures |
| 7 | DolMAG training supplement, on GhLAS |
| 8 | Additional training for customs officers on GhLAS |
| 9 | Additional training for timber sellers on GhLAS |
| 10 | Training of FIAGs (FAWAG, WAG) on GhLAS |
| 11 | Industry training and support when registering on the industry portal |
| 12 | Field training on tree/timber identification and measurement – FSD and TIDD operational staff |
| 13 | GWTS Cloud Hosting for 2026, starting in January of this year |
| 14 | Organization of events and other awareness-raising activities, as part of the communication plan on FLEGT authorizations |
| 15 | The baseline study aimed at establishing the baseline for impact monitoring for 3 areas of the VPA, including workshops, validation meetings and Joint Impact Monitoring Team (JTIM) meetings. |
| 16 | Study on timber recovery and review of stumpage fees |
| 17 | Purchase and delivery of IT equipment listed in the unit price schedule and Annex 2 of the ToR. |

* 1. Subcontracting

The Service Provider may subcontract part of the Service under its sole responsibility, subject to obtaining the prior written consent of the AFD under the following conditions:

* Notification to the AFD by the Service Provider of its intention to subcontract part of the Service which is the subject of the Contract, indicating the references of the subcontractor(s) envisaged, a precise description of the part of the Service subcontracted, its amount, and the payment conditions provided for;
* The AFD will have a period of fifteen (15) working days following receipt of the notification to notify the Service Provider in writing of its acceptance or refusal;
* In the event of acceptance, the Service Provider will communicate to the AFD as soon as possible a copy of the corresponding subcontracting contract(s).

The Contractor undertakes to do what is necessary to ensure that their subcontractors are able to carry out their mission both in France and in the country where the mission is carried out. The Contractor guarantees that the subcontractors will carry out, in particular, the formalities relating to the administrative situation of their staff, obtain visas and any documents required under local regulations. The Contractor also undertakes to (i) have taken all necessary measures (insurance, mutual insurance, etc.) to assist their staff in the event of difficulties arising locally, such as, for example, an evacuation for health or political reasons and to (ii) provide any technical assistance that their staff may need in the context of their mission.

The Holder must replace one or more subcontractors in the event of failure

said subcontractor(s). In this case, the Holder guarantees the continuity of execution of the Contract.

The Holder shall bear the cost of all costs associated with the establishment of subcontracting as well as any replacement of subcontractor, if necessary.

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

* 1. Review clause

In accordance with the provisions of Article R.2194-1 of the Public Procurement Code, during the term of the Contract, at the initiative of the Holder or the buyer, modifications may be made to respond to a regulatory or normative development, of a technical or technological nature or to take into account changes in the conditions of performance of the services.

These modifications and/or additions cannot have the effect of changing the overall nature of the Contract and must be directly linked to the subject of the contract.

The contracting authority and the Contractor may plan to negotiate a modification of the contract relating to the conditions of performance of the services.

* In the event of a significant increase or decrease in the forecast volume of services covered by the contract;
* Or/and in the event of a circumstance that the contracting authority and the Holder could not foresee in its nature or in its extent and significantly modifying the conditions of execution of the contract.
* Or/and in the event of an increase in the FLEGT fund

1. **Regarding the fixed remuneration**

It may be subject to a capital gain or loss under the aforementioned conditions.

The adjustment of remuneration will be made in relation to market prices.

This modification may not, however, lead to a modification of more than 20% upwards or downwards in the initial amount of the market over the period concerned.

1. **Regarding the initial price schedule**

It may be subject to the addition of new prices for any new need, provided that the new prices are linked to an existing price family and have a direct link with the subject of the contract.

A change of 15% in value or loss of the initial price may be accepted.

In the event that certain references in the BPU prove to be unsuitable, obsolete or ineffective, the Contracting Authority may request new references as a substitute. A change of 15% above or below the initial price may be accepted. Item substitutions may not affect more than 10% of the BPU references.

If the parties agree to modify the contract, it is then necessary to formalize the change through an amendment.

The Holder justifies by any means the equivalence of the economic conditions between the modified/added service and the similar service on the market, in particular by communicating its margin rate.

In the event that the contracting authority and the Contractor do not agree on the modification of the contract, the contracting authority reserves the right to terminate the contract without compensation to the Contractor.

* 1. Similar services

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

1. Duration of the Contract
   1. Duration of the framework agreement

This framework agreement is concluded for a fixed period of 4 months from the date of notification.

* 1. Renewal

The contract is renewable once by tacit agreement for a period of 14 months, without its total duration exceeding 20 months.

In the event of non-renewal of the contract, the person authorized to sign the contract shall make a written decision not to renew the contract. The contracting authority shall notify the holder of the decision not to renew it 15 calendar days before the end of the fixed period of the contract.

In this case, the holder remains committed until the end of the current period.

The holder cannot refuse the renewal of the framework agreement.

* 1. Contract execution deadlines

Technical support services include a fixed and renewable period. The deadline for completion of the fixed period is 4 months.

The deadline for the renewal period is 14 months with an overall duration of 20 months.

The deadline for execution of IT equipment supply services is 3 months from the date of notification with an overall duration of 4 firm months.

1. Constituent documents of the contract
   1. Constituent documents of the Framework Agreement

By way of derogation from article 4.1 of the CCAG PI, the contractual documents prevail in the following order

* This Agreement and any annexes thereto;
* The terms of reference (TOR) and any annexes, of which the original copy kept in the buyer's archives is the only authentic copy.
* The general administrative clauses for public contracts for intellectual services (CCAG PI) approved by the decree of March 30, 2021 (published in JORF n°0078 of April 1, 2021).
* The Holder's offer.
* Special subcontracting acts and any amending acts, subsequent to notification of the contract.
* Financial annexes (Unit Price Schedules and breakdown of the overall and fixed price)

1. Conditions for the performance of services

The services must comply with the contract stipulations.

The Contracting Authority will make available to the contractor the documents in its possession necessary for the performance of the services and will facilitate, as necessary, the obtaining from other competent bodies of the information and details that the contractor may need.

The Holder shall provide, within the framework of the execution of the Contract, all of its know-how and skills for the performance of the Service. It shall provide all the logistics and equipment necessary for the proper execution of the Service.

The Holder must perform the Service in a professional manner and in accordance with the rules of the art.

The holder is deemed to have taken note of all the elements relating to the performance of the services. He acknowledges in particular:

* have taken full note of all the documents useful for the performance of the contract,
* have accurately assessed all the conditions of execution of the contract and have fully and completely understood its nature, its importance and its particularities,
* having checked all the information in the market documents, in particular those given by this contract, the TDR and by the breakdown of the overall price and the unit price schedule, having ensured that they are exact, sufficient and consistent,
* have obtained any additional information from the AFD.
  1. Personnel assigned to the mission

The Contractor shall assign appropriate Personnel to carry out the various tasks necessary for the proper performance of the Service. The Contractor shall provide the names and professional qualifications of the persons who will be responsible for performing the services.

The Contractor may replace one or more Staff members in the event of the failure of said member(s) provided that (i) the qualifications of the person(s) proposed for replacement are equivalent to or superior to those of the person(s) to be replaced, (ii) this replacement does not cause any delay for the Contracting Authority with regard to the schedule for the performance of the Service, and (iii) the Contractor has obtained the prior written agreement of the Contracting Authority on the person(s) proposed. The replacement must then be made immediately. The Contractor shall bear the cost of all associated costs.

The Personnel will operate under the supervision, legal, hierarchical and disciplinary responsibility of the Contractor. The Contractor therefore undertakes to carry out all applicable formalities with regard to the regulations in force at the employer's expense, particularly concerning labor law, social security coverage and tax obligations. The Personnel will in all circumstances be under the sole authority of the Contractor and will be responsible for their activity exclusively and directly to the latter.

The Contractor undertakes to do what is necessary to ensure that the Personnel are able to carry out their mission both in France and in the country where the mission is taking place. In particular, they must complete the formalities relating to the administrative situation of the Personnel, obtain visas and any documents required under local regulations. The Contractor also undertakes to (i) have taken all necessary measures (insurance, mutual insurance, etc.) to assist the Personnel in the event of difficulties arising locally, such as, for example, an evacuation for health or political reasons and to (ii) provide any technical assistance that the Personnel may need in the context of their mission.

* 1. CSR technical specifications and execution of the Contract
     1. Carbon emission reduction and environmental requirements

As part of the execution of this contract, the holder is required to implement one or more carbon emission reduction actions applicable to the subject of the contract. It must be able to calculate the carbon emissions of the purchase. The methodology for calculating carbon emissions must be described.

With regard to business travel, the holder is invited to have an approach to reduce travel emissions (rules applicable to travel, choice of lower carbon modes of transport where possible, etc.).

The holder describes in the technical memorandum, as indicated in the consultation regulations, how it implements these requirements within the framework of the contract: actions implemented and indicator(s) for monitoring the actions.

The holder provides all documentation helping to justify what he is implementing. (1/2 to 1 page maximum)

The Contractor shall provide, upon request from the Contracting Authority, at the end of each calendar year and at the end of the contract, the results of the action(s) implemented, including, where applicable, the carbon emissions of the purchase. The Contractor shall provide any supporting documents.

As part of the supply and delivery of IT equipment, this contract includes the following environmental performance conditions:

The holder undertakes to describe in his technical report the actions reporting:

o The durability, repairability and recyclability of its products

o The reduction of greenhouse gas emissions achieved within the framework of its activity

o Reduction of waste and packaging

o Other possible parameters related to sustainable development, optionally provided at the initiative of the holder

* + 1. Actions in favor of professional equality between women and men

The holder will implement one or more actions for professional equality between women and men applicable to the subject of the contract.

The holder describes in his technical report the action(s) promoting the achievement of professional equality between women and men among his staff mobilized under the contract, as well as, where applicable, the associated indicator(s).

The holder must specify for each action:

- Which lever does it relate to among the following: recruitment, equal pay/remuneration, training, working conditions, work-life balance, balanced representation of women and men in management and leadership positions;

- The associated indicator(s) where applicable. (1/2 to 1 page maximum)

The Contractor must communicate, at the request of the Contracting Authority, at the end of each calendar year and at the end of the contract, the result of the action(s) implemented, including where appropriate the associated indicators.

* 1. Safety

The Holder undertakes to comply with all applicable laws and regulations regarding security, and to take the measures incumbent upon it to ensure the safety of its personnel, for whom it is solely responsible.

The Contracting Authority is not responsible for the safety of natural persons or the staff of legal entities to which the Contractor entrusts or delegates, in any manner whatsoever, all or part of the performance of the Service(s).

The Contractor is solely responsible for the safety of natural persons or the personnel of legal entities to whom it entrusts or delegates, in any manner whatsoever, all or part of the performance of the Services. The Contracting Authority is not responsible for the security procedures and the management of the security of these persons and their personnel.

Throughout the duration of the performance of the Service(s), and in particular prior to any travel by its personnel, the Contractor undertakes to obtain information from the French Embassy(s) of the country(ies) concerned *(1)* on the security risks incurred and to make good use of the advice provided by its/their services. It undertakes to ensure that the natural or legal persons acting on its behalf in the performance of the Service(s) comply with this obligation.

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

The specialized external body will carry out a review of the documentation and will transmit its recommendations to the Contractor alone, who will decide on the follow-up to be given under his sole responsibility. The specialized external body will send the Contracting Authority a certificate drawn up by him certifying the review of the documentation transmitted. A new intervention in the area(s) concerned may not be organized before the Contracting Authority receives this certificate.

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

*(1) If the Holder is of French nationality. If this is not the case, delete “of the French Embassy(ies) of the country(ies) concerned” and add “of the consular or local authorities competent with regard to his nationality of the country(ies) concerned.*

* 1. Suspension for reasons of serious and imminent risk

In the event of a risk of serious and imminent harm to the physical integrity of its personnel and any person acting on its behalf, the Contractor may decide, without prior notification, to demobilize them from the area of execution of this contract and/or the danger zone, and may immediately suspend all or part of the execution of this contract.

The Holder shall inform the Contracting Authority thereof without delay.

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

The amount of reimbursable expenses resulting directly from this suspension, demobilization and/or remobilization of personnel, less the amounts paid by the Holder's insurance, as well as the reimbursement terms must be agreed jointly by the parties.

The Contractor shall continue to fulfill its obligations under this contract and take all measures to minimize the consequences of the demobilization of staff or any relevant stakeholders and any possible suspension of services. The parties shall determine, as necessary, any possible adaptations to this contract to ensure the continued performance of services.

In the event that the Holder is permanently prevented from performing this contract, Article 38.1 of the CCAG Intellectual Services “Difficulties in performing the contract” will apply.

* 1. Terms of execution of services under purchase orders
     1. Purchase orders issued based on BPU prices

Services at unit prices are remunerated by applying the prices indicated in the unit price schedule (BPU).

* + 1. Purchase orders issued for exceptional services not provided for in the price list

The services covered by this framework agreement are detailed in the unit price schedule. However, the AFD reserves the right to exceptionally order other services falling within the scope of this framework agreement based on new needs that may arise during the execution of the framework agreement.

The use of services not described in the unit price schedule must remain limited. If new services emerge, they will be added to the schedule automatically after acceptance of the quote by the AFD under the conditions set out below.

The execution of services, even if not provided for in the BPU, is subject to a prior and regular purchase order issued by the AFD, signed by an authorized representative. The purchase order constitutes a service order to start the services.

In order to comply with and optimize the proper execution of this framework agreement, the holder will ensure that a quote corresponding to the services requested is provided within **10 working days** of the written request from the AFD.

In the event of an emergency, the delivery of the quote corresponding to the AFD's request is subject to a **deadline of 72 hours.**

* + 1. Transmission of purchase orders

Purchase orders will be sent either by mail or email.

In emergency cases, the request for intervention can be made by any possible means of transmission (telephone, email, etc.) and the holder is required to respond. A regularization order form will then be sent to the holder at a later date.

* + 1. Modification, suspension or cancellation of a purchase order

After issuing a purchase order, the contracting authority may modify the services covered by the corresponding purchase order. The contracting authority will then issue a revised purchase order containing the information referred to in Article 5.5.5 below, as amended.

The modification of a purchase order will not give rise to any compensation from the contracting authority.

The AFD reserves the right to cancel in writing (email, etc.) any order that has not yet been executed without the holder being able to claim any compensation. The AFD will make every effort to ensure that cancellation occurs within a reasonable time before the start date of the execution of the services.

The holder is informed that if he performs a service without having previously received an order form in accordance with the formalities described above, he may be refused payment for this service (except in emergency cases where the holder is contacted by telephone).

* + 1. Contents of purchase orders

The holder of this contract undertakes to carry out the services at any request from the AFD with the wording of the purchase order which specifies:

* the nature of the services to be provided
* the time limit for execution and/or intervention
* the place of performance
* the amount of the order with regard to the unit price schedule

The holder is informed that if he performs a service without having previously received an order form in accordance with the formalities described above, he may be refused payment for this service.

* + 1. Holder's observation period on purchase orders

By way of derogation from Article 3.7.2 of the CCAG-P. I, when the holder considers that the requirements of a purchase order notified to him call for observations on his part, he must notify them to the AFD representative within 7 days from the date of receipt of the purchase order, failing which the right to do so will be foreclosed.

The holder complies with the purchase orders notified to him, whether or not these have been subject to observation on his part.

* + 1. Validity period of a purchase order

Purchase orders may be issued up to the last day of validity of the contract, provided that their execution beyond the end of the contract does not result in circumventing the obligation to reopen competition which is imposed on all contracting authorities.

* + 1. Deadline for execution of technical support services

**Flat-rate services**

The deadline for execution of each deliverable is set out in article 5 of the TDR.

**Purchase order services**

The deadline for the execution of the services ordered is set out in the order form.

The execution period runs from the date of notification of the purchase order unless the latter provides for a different date.

* + 1. Extension of the deadline

If a cause not involving the responsibility of the contractor (action of the AFD or the final beneficiary, event of force majeure, etc.) prevents the execution of the contract within the contractual deadlines, an extension of these deadlines may be granted by the AFD. The deadline thus extended has the same effects as the contractual deadline.

To benefit from this extension, the holder must notify the AFD of the causes preventing the execution of the contract within the contractual deadline. He must indicate, in the same request, the duration of the requested extension.

* 1. Terms of delivery of IT equipment
     1. Delivery time for computer equipment

The delivery time is understood to be from receipt of the order form to delivery of the last item indicated on the order form.

**Supplies in stock:** the delivery time is set according to the holder's offer and specified on the order form; this cannot exceed **30 calendar days** from receipt of the order form.

**Out-of-stock supplies:** the delivery time is set according to the holder's offer and specified on the order form; this may not exceed **60 calendar days** from receipt of the order form.

If the holder is unable to ensure delivery within the set deadlines, he must immediately notify the AFD and in any event before the expiry of these deadlines.

In this case, the AFD reserves the right to place an order with another service provider, without having to justify its action to the said holder or to pay the latter any compensation.

Such a decision does not exclude the possibility for the AFD to apply penalties and/or terminate the contract.

* + 1. Delivery location

Deliveries are made to the place set out in article 3.3 of the TDR.

Every precaution must be taken to carry out each service with the minimum of nuisance.

* + 1. Delivery notes

Supplies delivered by the holder must be accompanied by a delivery note, the model of which may be imposed during execution. It must contain at least the following information:

* Order form number corresponding to the services delivered
* The purpose of the materials delivered by repeating the title appearing in the Order Form and, where applicable, their distribution by package;
* The shipping date if applicable
* Details of quantities delivered
* Delivery date
* Identification of the holder
* The place of delivery
* The number of packages
* The amount including tax of the supplies provided

Each package must clearly display its order number, as it appears on the delivery note or statement. It contains an inventory of its contents.

In the case of a Purchase Order comprising separate parts, parcels, packages to be delivered, a common delivery note is provided, but each part, parcel, package indicates separately:

* the name of the supplies
* the quantity and number of packages
* the place of delivery
* the sponsor

The delivery note is signed by both parties to confirm the successful delivery of the services. Signing the delivery note confirms delivery but does not constitute a decision on the quantitative and qualitative acceptance of the services.

From the delivery date mentioned in the Delivery Note, the buyer proceeds with the operations of verifying the services.

* + 1. Technical documentation

The contractor shall provide with each piece of equipment technical documentation in English indicating the terms of their operation. The price of this technical documentation is included in the contract price.

This technical documentation provides the composition and characteristics of the equipment, as well as their standard operating procedures. It must be provided no later than the delivery of the equipment.

* 1. Packaging, Storage, Transport as part of the supply of IT equipment
     1. Packaging

The packaging of supplies must ensure effective protection during transport, handling and storage.

* + 1. Storage

The storage of supplies until the actual delivery of the services is the responsibility of the Holder.

In the event of the contractor's culpable inability to deliver on the scheduled day and time, the contractor undertakes to store the goods at its own expense and under its sole responsibility. The supplies will be delivered to their destination, regardless of the quantity, without any additional charge for transport, handling, delivery, loading and unloading, unpacking, or storage.

In the event that AFD or the final beneficiary is unable to deliver on the scheduled day and time, the Contract Holder undertakes to store the goods at its own expense and under its sole responsibility until an agreement is reached between the parties on the delivery date. The supplies will be delivered to their destination, regardless of the quantity, without any additional charge for transport, handling, delivery, loading and unloading, unpacking, or storage. The supplies are stored on the Contract Holder's premises. They must be stored horizontally, protected from the weather, in a normally enclosed and covered area, either on a clean, dry surface or on a pallet.

* + 1. Transportation

Transport is carried out under the responsibility of the holder to the place(s) of delivery and includes the packaging, loading, stowage and unloading of supplies.

The Holder shall choose the appropriate methods for transporting the goods. The supplies must be transported with all necessary precautions to ensure their proper preservation and proper use.

In particular, they must be properly protected against shocks, bad weather, humidity, etc.

* 1. Computer hardware warranty
     1. Main guarantee

The minimum warranty period for equipment is 12 months.

The starting point of the guarantee is the date of admission of the materials by the contracting authority.

If, upon expiry of the warranty period, the holder has not carried out the prescribed repairs, the warranty period is extended until the repairs have been completed.

Included in the price are all interventions, as provided below, carried out under the main, extended or prolonged warranty.

The guarantees entered into during the period of execution of the contract bind the holder for their respective durations.

The conditions of application and the content of the guarantee are identical regardless of the place of delivery.

Holders must offer at least the following conditions:

* Parts and labor are included in the warranty, which also covers personnel travel costs.
* The packaging, wrapping and transport of equipment remains the responsibility of the holder.
* Only equipment covered by the manufacturer's full warranty in all approved maintenance centers can be offered under the contract.
* The holder is responsible for registering the guaranteed equipment with the manufacturer.
* The terms of the guarantee insurance are specified by the holder in its technical response framework.

In the case of a standard exchange, the warranty period is extended from the date of delivery of the new equipment. In the case of a repair, the warranty period is suspended during the repair period.

A backup of the hardware data must be carried out by the Holder before any intervention likely to damage the data.

The services do not include work that would result from:

* Causes related to abnormal use of equipment.
* Unforeseeable, accidental or malicious causes.

The holder undertakes to have all the human and material resources, quantitative and qualitative, to ensure the perfect execution of its services. In particular, it is deemed to have the spare parts and diagnostic equipment necessary to restore the equipment to operation within the time limits mentioned in all cases except in cases of force majeure.

Indirect storm phenomena such as power or telephone line surges are not considered cases of force majeure.

In cases of force majeure, the holder is released from its contractual guarantee obligations for the parties concerned and must carry out repairs based on an accepted estimate, the latter to be established on the basis of the holder's price list.

* + 1. Terms of implementation of the guarantee:

Troubleshooting will be carried out by a simple telephone call from the contracting authority, confirmed by email. The call period will extend to working days, Monday to Friday, from 9 a.m. to 5 p.m.

Under the main warranty, the holder guarantees on-site intervention within a maximum of **10 working days** from notification of the breakdown. The holder will be bound by the deadline to which he committed in his offer.

In the event of immobilization exceeding **5 working days** , the holder undertakes to lend equivalent equipment in order to ensure continuity of service.

Backup: in the event of technical necessity, the contracting authority undertakes to carry out, before the intervention of the contractor and to the extent that the condition of the equipment allows, the backup of its programs and data.

In the event of failure to comply with the intervention deadlines under the guarantee or loan of equipment, the holder will be subject to penalties, in accordance with what is specified in article 11 of this Contract.

* + 1. Guarantees against hidden defects

The guarantee against hidden defects as defined in Articles 1641 et seq. of the Civil Code applies to this contract. In this sense, the contractor is responsible for the equipment supplied, delivered and, where applicable, installed and put into service under this contract.

1. Prices and price variation
   1. For flat-rate services

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

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

**Amount of market services over the overall duration of the market (fixed period with mission costs)**

|  |  |
| --- | --- |
| **Total amount excluding VAT** | € |
| **VAT amount** | 0% |
| **Total amount including tax** | € |

**Amount of benefits - in words**

Amount excluding tax (in words) (€):

VAT amount at the rate of 0%:

Amount including tax (in words) (€):

**Amount of market services over the overall duration of the market (period renewed with mission costs)**

|  |  |
| --- | --- |
| **Total amount excluding VAT** | € |
| **VAT amount** | 0% |
| **Total amount including tax** | € |

**Amount of benefits - in words**

Amount excluding tax (in words) (€):

VAT amount at the rate of 0%:

Amount including tax (in words) (€):

**Amount of market services over the overall duration of the market (fixed period + renewal + mission costs)**

|  |  |
| --- | --- |
| **Total amount excluding VAT** | € |
| **VAT amount** | 0% |
| **Total amount including tax** | € |

**Amount of benefits - in words**

Amount excluding tax (in words) (€):

VAT amount at the rate of 0%:

Amount including tax (in words) (€):

In the event of a grouping, the detailed distribution of services and missions by phase to be carried out by each member of the grouping and the amount of the contract due to each are broken down in the attached appendix.

* 1. Services on purchase order

Services with purchase orders are remunerated according to their nature, by applying the maximum unit prices indicated in the unit price schedule (BPU) in accordance with the quantities actually ordered and within the limit of the following thresholds:

**Minimum threshold (4 months): Without**

**Maximum threshold (4 months) : €700,000 including tax** with a maximum of €400,000 including tax reserved for the purchase of IT equipment

**Minimum threshold (14 months): Without**

**Maximum threshold (14 months): €600,000 including tax**

**Threshold over the overall duration of the contract (all renewals included): €1,300,000 including tax**

The amount of the offer includes all expenses necessary for the execution of the Contract under the conditions of the article “Price content” below.

* 1. Method of establishing the prices of the Contract

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

* 1. Price content

By way of derogation from Article 10.1.3 of the CCAG PI, all amounts appearing in this contract are deemed to include all normally foreseeable constraints for the performance of the services, the subject of the contract, all expenses resulting from the performance of the services, so that the contracting authority does not have to pay anything in addition.

The price includes in particular salaries, all bonuses, insurance, allowances, social security contributions, and any taxes inherent to the contract, overheads, salaries, all bonuses, allowances, social security contributions, etc., overheads: preparation, participation and reporting of working and restitution meetings, collection of data necessary for studies from the various departments, anticipation and alerting the AFD in the event of delays, secretarial costs, insurance, reproduction and distribution of deliverables, small office equipment necessary for working (computer, printer, etc.) and any offices on site.

For the fixed-price part, the mission costs are included in the overall fixed price of the services, even if the amount provided for the service costs and the mission costs are quite distinct.

Mission expenses, which arise from the postponement or rejection of services, are the responsibility of the holder.

* 1. Regarding mission expenses
     1. Rules applicable to transport

Prices are understood to be Origin (head office/service provider agency) / Destination (AFD Agency concerned by the mission).

The most direct and economical travel solution must always be offered.

Consultants must schedule their missions as best as possible to enable the reservation of transport tickets at advantageous rates.

For air travel, the default travel conditions are those corresponding to the airlines' Economy Class. Business travel may be carried out in Business Class when one of the following conditions is met:

* the journey has a journey time (take-off from the origin airport - landing at the destination airport) of more than 10 hours;
* the journey is made at night;
* if there is no Economy or Premium fare flight available for the period during which the trip must be made (with prior written agreement from the AFD)

Flights with companies listed on the European Commission's airline blacklist are prohibited for business travel at the AFD (blacklisted companies).

* + 1. Per diems

For the fixed part, per diems will be reimbursed in fixed unit amounts based on the actual quantities consumed and within the limit of the amounts indicated in the corresponding financial annex (DPGF).

For the unit portion, per diems will be included in the amount of the purchase order. They will be reimbursed based on the actual quantities consumed within the limit of the maximum amount of the purchase order.

There are no per diems for the supply and delivery of IT equipment.

In all cases, the indications given below apply.

Per diems cover accommodation, meals, transportation within the mission location, and miscellaneous expenses. The calculation of per diems is based on the number of nights spent. For example, for a three-day trip that only includes two nights, only two per diems need to be included in the budget.

The amount of daily international per diems may not exceed the scale established by the European Union (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates\_fr), which sets the maximum amount depending on the location of the mission.

Travel for the purposes of a mission must be considered part of the mission. Travel expenses cover the cost of travel to the mission location. Travel expenses must comply with the following terms:

- economy class air travel: the plane tickets will be economy class, round trip and will be reimbursed at the actual cost upon presentation of supporting documents,

- train travel in economy class,

- car rental.

For each purchase order, per diem mission expenses and plane tickets / possible visa will be reimbursed at the actual cost, after service provided, on the basis of an invoice. This invoice must be accompanied by supporting documents to attest to the expenses incurred in support of the mission and must clearly distinguish mission expenses from expenses related to the daily rate of the profiles mobilized.

Any costs not associated with relevant supporting documentation will be considered as expenses not incurred in support of the performance of the assignment and will not be reimbursed.

NB: Travel undertaken by the expert for the purpose of his mobilization and demobilization as well as for his leave cannot be considered as working days or as a mission and will not give rise to the payment of daily allowances.

**In order to anticipate the costs associated with mission expenses** , the holder will take care to provide a breakdown corresponding to these expenses based on the technical specificities of each activity or service with purchase orders within the framework of the full cost submitted during the market launch meeting.

In addition to article 10.1.3 of the CCAG-PI, the following clarifications are provided regarding the content of the prices:

In the event of joint or several co-contracting, the prices of the framework agreement and the Purchase Orders are deemed to include all expenses resulting from the execution of the Coordination and Control Services carried out by the agent, including overheads, taxes, duties or other, the margin for risk and profit as well as all costs resulting from measures to compensate for possible failures of the members of the group and the consequences of these failures.

In the event of subcontracting, the prices of the framework agreement are deemed to cover the costs of coordination and control by the Holder of the Services entrusted to this subcontractor, as well as the consequences of these failures.

* 1. Price variation

The prices of the framework agreements are firm and final.

The prices of this framework agreement are deemed to be established on the basis of the economic conditions of the month of the date of submission of the offer by the holder.

This month is called “month zero.”

* 1. VAT

This contract is exempt from French value added tax because:

* the market finances a cooperation action for the benefit of a country outside the European community,
* the service consists of information, consultancy, study or research services,
* the results of the services are communicated to the country concerned and
* the framework for the intervention of the service is oriented in such a way as to highlight the certain benefit of the service for the country concerned.

The Holder is solely responsible for compliance with applicable tax legislation.

1. Advance

An advance is offered as part of this contract.

The holder, in all cases, may refuse the payment of an advance.

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

For the fixed portion, the amount of this advance is set at 20% of the initial amount of the contract including all taxes.

For the purchase order part, the amount of this advance is set at 20% of the amount of each purchase order in the market, all taxes included.

It gives rise to a single payment at the start of execution of the contract.

The reimbursement of the advance is charged to the amounts owed to the service provider, by deduction from the amounts owed as deposits or balance.

The advance will be reimbursed on the first two installments. If the public contract holder who received the advance subcontracts part of the public contract after its notification, it will reimburse the advance corresponding to the amount of the subcontracted services and giving rise to direct payment, even in the case where the subcontractor does not wish to benefit from the advance.

1. Guarantee retention

No security deposit will be made.

1. Deposit

Articles R 2191-20 to -22 of the Public Procurement Code provide that services which have given rise to the start of execution of the contract give rise to the right to advance payments.

The deposit is paid for a service provided. The amount of the deposit cannot exceed the value of the services to which it relates.

In order to obtain payment of an advance payment, the holder will produce a statement of the services provided relating to his advance payment request.

Any delay in payment of a deposit within 30 days will result in the payment of late payment interest.

Payment of the amounts due to the holder is subject to advance payments under the following conditions:

* For technical support services

Deposits are paid **for each purchase order each quarter.**

Each purchase order may be subject to several payments as long as it includes several services.

**Regarding the lump sum payment** will be made according to the following schedule:

|  |  |
| --- | --- |
| Mission elements | Due date of the deposit |
| Firm period  Deliverable 0: Inception Report  Deliverable 1: Interim report | 50% upon delivery and approval of Deliverable 0  50% upon delivery and approval of Deliverable 1 |
| Renewable period  Deliverable 2, 3, 4, 5: interim report  Deliverable 6: Final report | upon delivery and approval of each deliverable |

* For the provision of IT equipment

Deposits are paid for each purchase order after service has been performed and supplies accepted by the buyer.

1. Terms of payment of the prize
   * 1. Prize Regulations

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

* + 1. Payment requests

The payment request is dated and includes, as the case may be:

* market references;
* the amount of services received, established in accordance with the stipulations of the contract, excluding VAT and, where applicable, reduced by any reductions, or the amount of services corresponding to the period in question;
* the breakdown of fixed prices and the breakdown of unit prices;
* in the event of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding tax, their amount including tax and, where applicable, the price variations established excluding tax and including tax
* in the event of a joint grouping, for each economic operator, the amount of services provided by the economic operator;
* where applicable, compensation, bonuses and deductions;
* any penalties for delay;
* advances to be repaid;
* the amount of VAT or, where applicable, the benefit of an exemption
* the amount including tax

The Contracting Authority reserves the right to supplement or rectify payment requests that contain errors or are incomplete. In this case, it must notify the Contractor of the corrected payment request.

* + 1. Transmission of payment requests

The submission, transmission and receipt of electronic invoices are done outside the Chorus Pro invoicing portal.

The Consultant's invoices are issued in the name of the French Development Agency (AFD) and must include the following elements:

|  |  |
| --- | --- |
| **Establishment:** | ESTABLISHMENT OF THE FRENCH DEVELOPMENT AGENCY |
| **SIRET** | 77566559900129 |
| **Market Number:** | ARB-2025-0242 |
| **Project number:** | CZZ3118 01 A – EU FLEGT VPA PROGRAM |

**Invoices are sent electronically to e-sud Développement, administrative and financial operator of the EU VPA FLEGT program at the following address: sylvie.rousse@e-sud.net**

* 1. Regulations in the event of joint and several co-contractors

In the event of joint contracting, only the group's representative is authorized to submit payment requests.

In the event of a joint and several grouping, separate payment will be made to each of the co-contractors, if the distribution of payments is identified in the appendix to this Contract.

The group's representative indicates in each payment request that it sends to the Contracting Authority, the distribution of payments for each of the co-contractors.

The acceptance of a settlement by each of the jointly and severally liable co-contractors cannot call into question the solidarity of the co-contractors.

* 1. Payment deadlines

The time limits available to the Contracting Authority or its representative to make payment of the final partial payments and the balance are set at 30 days from receipt of the payment request.

* 1. Late payment interest

Failure to pay advances, down payments, final partial payments or the balance within the time limit set by the Contract gives rise to late payment interest, calculated from the day after the expiry of said time limit (or the due date set by the Contract) up to and including the date of payment of the principal (Article R. 2192-32 of the Public Procurement Code).

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

The amount of the fixed compensation for recovery costs is set at 40 euros.

1. Penalties
   1. Terms of application of penalties

By way of derogation from Article 14 of the CCAG-PI, the penalties defined in the following articles apply.

The payment of penalties will not prevent the automatic termination, without compensation, of the Contract due to the fault of the Holder in the event of fault or non-performance of its obligations. Penalties are only due in the event of faults attributable exclusively to the successful Holder.

The penalties are cumulative and not dischargeable; they do not in any way prejudice any possible claims for damages to which the Contracting Authority may be entitled.

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

The amount of the penalties will be deducted by the Contracting Authority from the amount of the balance to be paid, and the surplus, if any, must be paid by the Holder to the Contracting Authority at the latter's first request.

If the amount of the applicable penalties is greater than the amount of the invoice on which they appear, the invoice will show a negative balance which will be processed as a credit note for future invoices.

* 1. Penalties for late arrival

The documents to be produced by the holder within a time limit set by the contract must be transmitted by the Holder by any means enabling their date of receipt by the Contracting Authority to be certified.

Any delay will be determined by simple comparison of the date of completion of the service with that set by the corresponding purchase order or article 5 of the TDR.

In the event of exceeding the expected execution deadline, the holder shall incur, without prior notice, a penalty set at 500 euros per calendar day of delay.

Any extensions to verification periods necessitated by persistent inadequacies in results will result in a delay which may be deducted as penalties.

By way of derogation from article 14.1.3 of the CCAG PI, the Holder will not be exempt from penalties the total amount of which does not exceed €1,000 excluding VAT for the entire Contract.

* 1. Penalties for Violation of Security or Confidentiality Obligations

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

Violation of the security measures or the confidentiality obligation set out in Article 5 of the CCAG-PI is likely to result in the termination of this Contract for serious misconduct under the terms of Article 39 of the CCAG-PI and exposes the Holder to the following penalties (by way of derogation from Article 14.2 of the CCAG-PI):

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

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

* 1. Penalties applied in the context of the supply of computer equipment

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Failure to comply with contractual deadlines** | | **Time limit** | | **Penalties applicable in the event of failure to comply with the deadlines set, due to the holder** | |
| **Delay in delivery**  If the delay is not attributable to the Contracting Authority, and except in the case of an extension of the deadline granted by the AFD upon request made by the Contractor | | Deadlines set out in the contractual documents or in the offer | | Following formula:  P = V x R/10\* | |
| **Delay in intervention on defective equipment**  Delay in intervention on defective equipment during verification and admission operations, in the case of negative tests resulting in the equipment being postponed. | | Deadlines set at  5 working days from the decision to adjourn by the contracting authority | | Following formula:  P = V x R/10\* | |
| **Delay in replacing equipment**  Delay in replacing equipment during verification and admission operations, in the event of negative tests resulting in the rejection of the equipment. | | Deadlines set at  10 days from the decision to reject | | Following formula:  P = V x R/10\* | |
| \* Details of the formula:  P = the amount of the penalty  V = value of the services on which the penalty is calculated, this value being equal to the amount in basic price, excluding price variations and excluding the scope of VAT, of the part of the services late or of all the services, if the delay in execution of a part makes the whole unusable.  R = the number of days late. | | | | | |
| **Delay in intervention and repair under warranty**  Failure to comply with the deadline for intervention and repair under the guarantee provided for in Article 5.8.2 of this contract if the delay is not attributable to the Contracting Authority, and except in the case of an extension of the deadline granted upon request made by the Contractor | within 10 working days from receipt of an email for the response time, and with regard to the contractual time limit for the repair | | Fixed fee of €500 excluding tax per calendar day of delay. | |  |
| **Delay in loaning equipment under warranty**  Failure to comply with the equipment loan deadline under the guarantee provided for in article 5.8.2 of the contract, for immobilization exceeding 5 working days | Deadlines set out in Article 5.8.2 of this contract | | Fixed fee of €500 excluding tax per calendar day of delay | |  |

* 1. Other penalties

**- Penalties for absence from a meeting:** €200/absence if no valid justification is provided

by the service provider,

**-Penalties for failure:**

-Failure to comply with obligations relating to the protection of the workforce and working conditions: €150 (without prejudice to termination of the contract without compensation).

- Failure to comply with formalities relating to the fight against illegal work: €200 (without prejudice to termination of the contract without compensation).

- Breach of the clauses of the technical report: €500

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

1. Quarterly annual report

As part of monitoring the proper execution of services, a quarterly review of the services provided may be organized from the start of execution of the framework agreement.

This report may be submitted and presented during a meeting with the Contracting Authority.

At a minimum, the balance sheet must include the following elements:

* Statistics of services ordered and the corresponding amount;
* Presentation of the difficulties encountered;
* Statistics and analysis of execution times;
* Areas for improvement and recommendations.

The Holder will adopt an advisory and support approach aimed at improving the performance of services.

1. Termination of the performance of the service

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

By way of derogation from Article 22 of the CCAG PI, in the event that the cessation of the performance of the service at the end of a technical part is temporary, it does not result in the termination of the contract. In other cases, the cessation results in the termination of the contract. The decision taken specifies whether the cessation is temporary or permanent.

1. Admission – Completion of the mission
   1. For technical support services

The operations for receiving deliverables focus on their content (accuracy and relevance) and their form (editorial quality and readability).

The Holder will ensure during their development and as soon as possible that the content meets the expectations of the AFD.

Following the verification operations, the AFD may take one of the following decisions in application of article 27 of the CCAG - PI:

- Admission,

- adjournment,

- reduction,

- rejection.

The Contracting Authority has a period of ten (15) working days from the submission of the Deliverables to express any observations it may have, except in exceptional circumstances and in particular if the format of the Deliverable concerned requires a longer period which will then be agreed between the Contracting Authority and the Contractor.

The Contractor shall provide all necessary explanations so that the Contracting Authority can proceed with this Acceptance. The Contracting Authority shall formalize a report (in the form of an email) with its observations.

In the event of observations made by the Contracting Authority, the Contractor shall respond in writing within five (5) working days and make the appropriate modifications to the Deliverables. If this period appears insufficient to the Contractor, the latter has a period of three (3) days from the Contracting Authority's minutes to justify and quantify an additional period.

The new version of the Deliverables is again submitted for Receipt by the Contracting Authority.

In the new delivery, the modifications must appear as revision marks and recorded.

* 1. For the purchase and delivery of materials
     1. Checks

The verification operations are as follows:

- Conformity between the purchase order and the delivery (designation, quantity, price),

- Conformity of the technical characteristics of the supplies delivered with the technical characteristics announced by the holder in its documentation,

- Checking the condition of the goods.

Products found to be defective or not in conformity with the order are returned in their original packaging to the holder, at the latter's expense, who is fully responsible for replacing them at his own expense within the timeframe and according to the delivery terms provided for in the contract. For bulky products, the holder undertakes to carry out on-site adjustments or to exchange them. The costs associated with replacing these defective products are the responsibility of the holder. Verification operations as well as decisions on admission, postponement, reduction or rejection are carried out by the issuer of the purchase order or his authorized representative.

* + 1. Decision after verification

The verification and admission procedure consists of verifying that the materials delivered have the technical characteristics which make them suitable for fulfilling the intended functions and are capable of ensuring regular service.

Following the verification operations, the contracting authority will make its decision under the following conditions:

The starting point for verification operations is the delivery date. The contracting authority carries out qualitative and quantitative verifications.

The contracting authority has 30 days to carry out the suitability check and the regular service check.

* If the tests are positive, the contracting authority decides on the admission of the materials.
* If the tests are negative, the contractor decides to defer the equipment. The contractor has 5 working days from the deferral decision to intervene on the equipment. The new verification is carried out within a fixed period of 15 days from the contractor's intervention.

If the second test is not satisfactory, it pronounces the rejection of the materials in question and the holder must ensure their replacement within a period of 10 firm days, unless the cancellation of the order is decided.

1. Transfer of ownership of computer equipment

Following the admission decision, ownership of all delivered equipment will be transferred to the Ghana Forestry Commission. The final beneficiary will be responsible for monitoring the implementation of the main IT equipment warranty until its completion.

1. Insurance – Liability

By way of derogation from Article 9.2 of the CCAG-PI, the holder must provide proof by means of a certificate stating the extent of the guarantee at the time of the consultation, and then during the performance of its services if the contract lasts more than one year, that it holds civil liability insurance taken out with a reputable insurance company, covering the financial consequences of the liabilities that may be incurred by it in any capacity whatsoever, including those of its subcontractors or co-contractors if the holder is an agent of the group, for damage of any kind caused to a third party, including the contracting authority. This guarantee will remain in force for the entire duration of the contract.

Insurance policies must provide sufficient guarantee amounts to cover the risks incurred and include the consequences of any solidarity.

The holder undertakes to obtain from its subcontractors proof of insurance subscriptions guaranteeing their responsibilities under the same conditions as those specified above.

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

1. Intellectual Property – Use of Results
   * 1. Prior knowledge regime and standard prior knowledge

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

* + 1. Results system

By way of derogation from Article 35 of the CCAG PI, the Contracting Authority provides the following conditions for the use of the results:

* + 1. Assignment of copyright

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

More specifically, the Assignment includes the rights:

to use, reproduce, store, distribute, communicate, perform, translate, exploit, broadcast, represent the Service; for promotional, commercial or non-commercial, public or private purposes and in particular, but without this list being exhaustive, on the occasion of exhibitions, information operations or public relations); in part or in full on any medium, current or future, and in particular paper, optical, digital, magnetic or any other computer, electronic or telecommunications medium.

The Transfer is carried out as and when the reports, work, studies and documents produced by the Service Provider under the Service are completed.

The Service Provider also recognizes the Contracting Authority's right to transfer to any third party its right to use the reports, works, studies and documents produced by the Service Provider within the framework of the Contract.

* + 1. Assignment Guarantees

Throughout the duration of the Assignment, the Service Provider (i) undertakes not to distribute the Service in any medium whatsoever without the agreement of the Contracting Authority and (ii) guarantees the peaceful enjoyment of ownership of the rights thus assigned to the Contracting Authority against all disturbances, claims and evictions of any nature whatsoever. In particular, it guarantees that it has duly acquired all the rights, in particular intellectual property rights, necessary for the Assignment.

Consequently, the Service Provider guarantees the Contracting Authority against any action, claim, demand or opposition from any person invoking a property right, in particular an intellectual property right, or an act of competition and/or parasitism which the Transfer would infringe.

The Provider guarantees that the Service does not contain anything that could constitute a violation of the laws and regulations in force, in particular with regard to defamation and insult, privacy and image rights, attacks on public decency, counterfeiting or plagiarism.

* + 1. Remuneration for the Transfer

The price of the Assignment is definitively included in the remuneration of the Contract. The Service Provider acknowledges that it is aware of this and may not claim any additional sum in respect of the Assignment.

1. Additional clauses
   1. Judicial recovery or liquidation

The following provisions are applicable in the event of judicial recovery or liquidation.

The judgment establishing the recovery or liquidation order shall be notified immediately to the contracting authority by the contract holder. The same applies to any judgment or decision likely to have an effect on the performance of the contract.

The contracting authority shall send the administrator or liquidator a formal notice asking whether it intends to require performance of the contract. In the event of receivership, this formal notice shall be sent to the holder in the case of a simplified procedure without an administrator if, pursuant to Article L627-2 of the French Commercial Code, the bankruptcy judge has expressly authorized the latter to exercise the option provided for in Article L622-13 of the French Commercial Code.

In the event of a negative response or no response within one month of the formal notice being sent, the contract shall be terminated. This one-month period may be extended or shortened if, before the expiry of the said period, the supervisory judge has granted the administrator or liquidator an extension, or has given him a shorter period.

Termination takes effect on the date of the administrator, liquidator or holder's decision to waive further performance of the contract, or upon expiry of the one-month period above. It does not entitle the holder to any compensation.

* 1. Declaration and obligations of the Holder
     1. Declaration of the Holder

The necessary authorizations under the Contract and the insurance relating to the Service will be the responsibility of the Service Provider. The Service Provider declares that it will subscribe to and maintain, and will ensure that its Personnel have, insurance covering all risks related to the performance of the Service. The Service Provider will provide the AFD, upon the latter's request, with the corresponding insurance certificate(s).

The Provider declares:

* that he has obtained from the competent authorities all the necessary authorizations to carry out his activity.
* that he has all the authorizations necessary for the validity of the Contract and the execution of the obligations arising therefrom;
* that the Personnel are employed by him in accordance with the labor regulations applicable to him.

In accordance with Articles L 8222-1 and D 8222-5 of the French Labor Code, the Service Provider must provide the following documents upon signing the Contract, and then regularly depending on the validity period of each document:

* The valid document certifying the effective registration of the structure (K-bis extract or equivalent)
* A tax certificate issued by the competent authorities certifying that the Holder is up to date with his tax obligations;
* A certificate issued by the competent authorities certifying that the Holder is up to date with his social obligations;
* A valid certificate of civil and/or professional liability insurance.
* The nominal list of foreign workers outside the CE or seconded, employed by the structure or failing that a sworn statement of non-employment of foreign workers outside the CE.

These documents must be provided and kept up to date in the PROVIGIS tool – the certificate collection tool used by the Contracting Authority.

* + 1. Obligation of confidentiality

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

* be protected and kept strictly confidential, and be treated with the same degree of care and protection that it accords to its own confidential information of equal importance;
* are only transmitted internally to Staff;
* are not used for any purpose other than that defined by the Contract.

Notwithstanding the above paragraph, information subject to professional secrecy and banking secrecy must be kept confidential until the secrecy relating thereto is lifted.

The Holder therefore undertakes not to disclose, directly or indirectly, in part or in whole, the Confidential Information without the express, prior and written consent of the Contracting Authority, to keep confidential any information or document obtained within the framework of the Contract and not to communicate to third parties the tasks entrusted to it without the prior, express and written consent of the Contracting Authority.

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

* + 1. Powers of the Holder

The Contractor has no authority to act in the name and on behalf of the Contracting Authority or to commit the latter, except in the event of an express and special mandate granted to it by the Contracting Authority on a case-by-case basis. The Contracting Authority remains the sole judge of any decisions to be taken on the proposals submitted to it by the Contractor at the end of the Service.

* + 1. Integrity clause

The Holder declares and undertakes to:

* not have committed any act likely to influence the competitive tendering process and in particular that no Agreement has occurred and will not occur;
* that the negotiation, conclusion and execution of the Contract have not given, do not give and will not give rise to an Act of Corruption and/or an Act of Fraud.
  + 1. Personal data

As part of the Service, the Contractor may be required to process personal data, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation ("GDPR") and Law No. 78-17 of 6 January 1978, as amended, known as the "Informatique et Libertés" law (hereinafter "the Data"), on behalf of and under the responsibility of the Contracting Authority. Therefore, the Contractor would act as a "processor" of the Contracting Authority, within the meaning and under the conditions described in Article 60 of the Data Protection Act and 28 of the GDPR.

Also, where applicable, the Holder undertakes to:

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

**Subcontracting**

The Holder undertakes not to subcontract to third-party companies all or part of the Services involving participation in the implementation of Data processing, unless it has obtained the prior written consent of the Contracting Authority. If the Contracting Authority accepts the proposed subcontracting, the Holder undertakes to conclude a contract with its identified subcontractor containing the same obligations regarding Data protection as those currently agreed.

The Holder shall justify, at the first request of the Contracting Authority, the contractual commitments of any third-party Holder participating in the processing of the Data, if necessary by communicating the contractual documents relating thereto.

**Security, Privacy and Auditing**

The Data Controller undertakes to treat the Data with the strictest confidentiality. The Data Controller manages, within the framework of its responsibilities, the internal organization of its company and defines the logical, physical and organizational measures capable of meeting the specific instructions of the Contracting Authority and, more broadly, the requirements for protecting the Data against any unauthorized access, misappropriation, fraudulent use or loss. The Data Controller must immediately inform the Contracting Authority if the measures implemented do not or no longer meet these requirements.

The Holder must immediately report to the Contracting Authority any control measures or requests for access carried out by authorities duly authorized for this purpose, such as the CNIL or the judicial police.

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

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

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

The Contracting Authority may conduct an on-site inspection mission once a year, at the Contractor's premises, during normal business hours, without disrupting the operation of the Contractor's business. In addition to this annual inspection mission, the Contracting Authority may conduct any ad hoc inspection mission in the event of a security breach at the Contractor affecting the confidentiality, integrity or security of the Data, whether occurring intentionally or accidentally, including any breach, loss, theft, unauthorized access, disclosure, destruction or alteration of the Data (hereinafter "Data Breach").

The Contracting Authority must respect the Contractor's operational processes and provide 72 hours' notice before any visit, specifying the scope of the inspection, except for ad hoc inspections following a Data Breach.

The Contracting Authority undertakes to make its best efforts to assist the authorized person during the inspections and to allow them access to the premises and relevant equipment. The Contractor undertakes to provide, upon request from the Contracting Authority, the information required to enable an inspection, on documents or on site, by the Contracting Authority on the conditions of implementation of the Data processing and to provide it with all documentation relating thereto.

**Notification of Data Breaches by the Owner**

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

In agreement with the Contracting Authority, the Holder must implement without delay all appropriate measures to prevent any further Data Breach.

The notification of Data Breaches to the Contracting Authority by the Holder and their management are an integral part of the Services and will not give rise to additional invoicing.

In the event that the applicable regulations impose on the Contracting Authority, in its capacity as data controller, an obligation to notify the CNIL services, the Holder will provide it with all assistance to enable it to carry out said notification within the applicable time limit.

In the event that information of the persons concerned proves necessary, this communication will be carried out according to a timetable and content determined by the Contracting Authority (where appropriate in consultation with the competent supervisory authority).

**Power of instruction of the Contracting Authority**

The Contracting Authority has extensive rights to give any instructions, in particular regarding the nature, importance and methods of processing the Data. The instructions given by the Contracting Authority must be in writing and may not give rise to a request for additional remuneration by the Contractor.

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

At the end of its mission, the Contractor must, at the Contracting Authority's discretion, either return the Data in its possession to the Contracting Authority or immediately and completely delete them, subject to the application of legal provisions preventing the complete deletion of the Data. The same applies to copies for automatic backup purposes.

The deletion will, where appropriate, be recorded in a report with an indication of the date. A copy of this report will be sent to the Contracting Authority.

**Rights of data subjects**

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

**Formalities**

The Holder must collaborate with the Contracting Authority and provide it with all necessary information so that it can establish and update the list of automated processing provided for by Article 47 of the Decree of 20 October 2005 or, more broadly, carry out all necessary formalities prior to the implementation of the processing, including impact analyses, requests for authorization or prior consultation with the CNIL.

**Proof of processing compliance**

The Holder undertakes to keep and make available to the Contracting Authority all useful documentation justifying that the processing of the Data implemented by the Holder on behalf of the Contracting Authority has been implemented in accordance with the commitments made under the Contract as well as any specific instructions from the Contracting Authority.

The Holder undertakes to keep said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which the Contracting Authority's liability may be incurred due to the conditions and methods of implementing the processing of the Data by the Holder. The Holder may nevertheless release itself in advance of this obligation by submitting said documentation to the Contracting Authority upon the end of the Contract.

**Management of suppliers of the Contracting Authority**

As part of the administrative management of its suppliers, the Contracting Authority implements the processing of personal data that may concern the Contractor's staff, who therefore have, in accordance with the Data Protection Act, a right of access, rectification and opposition. These rights can be exercised directly with the AFD Group's Data Protection Officer, in particular by email at the following address: informatique.libertés@afd.fr.

* 1. Obligations of the Contracting Authority

To enable the Contractor to carry out its work, the Contracting Authority will ensure:

* make available to the Holder all the elements that it holds and necessary to understand the problem with a view to carrying out the Service;
* facilitate contact between the Holder and the persons of the Contracting Authority concerned by the Service.
  1. Miscellaneous

The Holder may not assign any of its rights and/or obligations under this contract without the express prior agreement of the Contracting Authority.

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

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

The originals of the Contract are drawn up and signed in French. If a translation is made, only the French version will be authentic in the event of a difference in interpretation of the provisions of the Contract or in the event of a dispute between the Parties.

1. Suspension of services in the event of unforeseeable circumstances

When the continued execution of the framework agreement is made temporarily impossible due to a circumstance that the diligent parties could not foresee in its nature or extent or due to the enactment by a public authority of measures restricting, prohibiting, or significantly modifying the exercise of certain activities due to such a circumstance, a suspension of all or part of the services will be pronounced by the Contracting Authority.

When suspension is requested by the holder, the Contracting Authority will decide on the merits of this request as soon as possible.

The provisions of Article 24 of the CCAG PI will apply.

1. Principle of exclusivity of the framework agreement

This framework agreement creates exclusivity for the benefit of the holder, the contracting authority being unable to use another service provider except under the very strict conditions specified below.

For occasional low-value needs, the contracting authority may contact a service provider other than the contract holder, provided that the cumulative amount of such purchases does not exceed 1% of the maximum amount of the purchase order portion for the period concerned, nor the sum of 40,000 Euros excluding VAT. Using this option does not exempt the contracting authority from respecting its commitment to place orders with the selected service provider.

1. Audit

The Contracting Authority reserves for itself, or for the Prudential Supervision and Resolution Authority (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the Monetary and Financial Code for Services to be performed abroad or within the framework of the ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or any public archives authority as well as for the persons designated by them the right to carry out any audit of the Supplier. This audit could:

* Aim to verify compliance by him with his contractual obligations, the conditions of execution of the services and/or the performance of the holder, as well as the applicable regulatory requirements;
* Cover personal data, the terms of which are specified in the Personal Data article of this contract;
* To enable the exercise of the ACPR's supervisory and resolution powers, as provided for in Article 63, paragraph 1, point a), of Directive 2014/59/EU and Article 65, paragraph 3, of Directive 2013/36/EU.

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

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

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

This audit may be carried out at any time at the discretion of the contracting authority, including once the contract has ended, within the limit of a period of five (5) years.

The Contractor shall be notified by the contracting authority, the ACPR or third parties acting on their behalf of the audit in writing one month before the audit is initiated, unless this is impossible due to an emergency or crisis situation or leads to a situation in which the audit would no longer be effective. In this respect, the contracting authority may appoint an independent expert, not a competitor of the Contractor, who must sign a confidentiality agreement.

The Contractor undertakes to collaborate with the Contracting Authority or its representative as well as with the ACPR and to facilitate their audit by providing them with all necessary information and responding to all their requests relating to this audit, within the authorized limits of the control listed at the beginning of this article. In the event that their requests exceed these contractual limits of the authorized audit, the Contractor will alert the Contracting Authority. Both parties will seek the best way to achieve the above control within the authorized contractual limits.

Throughout the duration of the Contract and during the tax limitation period after its termination, the Holder undertakes to keep available to the contracting authority and its appointed auditors all accounting documents and other documents relating to the services covered by the contract.

The Holder undertakes to maintain complete and accurate records of invoices and all associated documentation related to the preparation of these invoices.

These archives include in particular (non-exhaustive list):

- Physical documents (paper, CDs, etc.),

- Electronic documents (e-mails and information stored in electronic databases)

In the event that the Contracting Authority requires the production of documents in the exclusive and proven possession of the Contractor, the audits will then be conducted on the Contractor's premises and must comply with the opening hours, customs and safety rules in force on the premises in question. The Contracting Authority may access the Contractor's premises after notifying its request in writing and respecting 72 hours' notice.

The cost of this audit is borne by the contracting authority except in the event that this audit reveals a failure by the Contractor.

1. Reversibility

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

The Contractor undertakes to ensure reversibility and to make every effort on the legal and human levels to enable the contracting authority, on the date of termination of the Contract, to resume or have resumed by a third party the service which is the subject of this Contract, in the most coordinated manner possible and under the most economical conditions possible for the contracting authority, and in particular allowing the continuity of the service, the subject of the contract, with a minimum of interruptions. To this end also, after termination of the Contract and during a transition period of 3 months, the Contractor will continue to provide the service before it is fully and effectively resumed by the contracting authority or by a new service provider designated by it.

Upon termination of the Contract, whatever the cause, the Holder shall make available to the contracting authority any document which may be necessary for the resumption of the service, whether to provide it itself or entrust it to a third party.

At the request of the contracting authority, the Contractor undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even one-off, made by the contracting authority or by the Contractor designated by the latter to resume the service covered by this Contract.

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

* if the reversibility results from a termination or cessation of the Contract, following a fault or failure of the Holder, or if it results from a non-renewal at any of the deadlines of the Contract due to the Holder, the reversibility assistance services carried out by the Holder are not invoiced to the Contracting Authority,
* if the reversibility results from the occurrence of a case of force majeure or a termination of the Contract in the context of shared faults, the costs of assistance with Reversibility are shared equally,
* if the reversibility arises from any other cause of interruption of this Contract, the reversibility assistance services carried out by the Holder are invoiced to the contracting authority in their entirety.

In this context, the Holder undertakes to:

* return, in an integral, usable and agreed format, all data belonging to the contracting authority as well as personal data previously communicated by the contracting authority,
* destroy any copies of this data and not use it for your own use or for the benefit of third parties

The Contractor undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in the event of insolvency, resolution or interruption of the Contractor's business activities. It will not sub-outsource the Service or transfer data to a third party without the prior written consent of the Contracting Authority and will refrain from any measure that would hinder the Contracting Authority's access to data belonging to it. In the event of voluntary interruption of its business activities related to the Service, the Contractor undertakes to notify the Contracting Authority at least 3 months in advance and to ensure the reversibility of the outsourcing of the Service.

The Contracting Authority reserves for itself, or for the Prudential Supervision and Resolution Authority (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the Monetary and Financial Code for Services to be performed abroad or within the framework of the ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or any public archives authority as well as for the persons designated by them the right to carry out any audit of the Supplier. This audit could:

* Aim to verify compliance by him with his contractual obligations, the conditions of execution of the services and/or the performance of the holder, as well as the applicable regulatory requirements;
* Cover personal data, the terms of which are specified in the Personal Data article of this contract;
* To enable the exercise of the ACPR's supervisory and resolution powers, as provided for in Article 63, paragraph 1, point a), of Directive 2014/59/EU and Article 65, paragraph 3, of Directive 2013/36/EU.

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

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

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

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

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

The Contractor undertakes to collaborate with the Contracting Authority or its representative as well as with the ACPR and to facilitate their audit by providing them with all necessary information and responding to all their requests relating to this audit, within the authorized limits of the control listed at the beginning of this article. In the event that their requests exceed these contractual limits of the authorized audit, the Contractor will alert the Contracting Authority. Both parties will seek the best way to achieve the above control within the authorized contractual limits.

Throughout the duration of the Contract and during the tax limitation period after its termination, the Holder undertakes to keep available to the Contracting Authority and its appointed auditors, all accounting documents and other documents relating to the services covered by the contract.

The Holder undertakes to maintain complete and accurate records of invoices and all associated documentation related to the preparation of these invoices.

These archives include in particular (non-exhaustive list):

- Physical documents (paper, CDs, etc.),

- Electronic documents (e-mails and information stored in electronic databases)

In the event that the Contracting Authority requires the production of documents in the exclusive and proven possession of the Contractor, the audits will then be conducted on the Contractor's premises and must comply with the opening hours, customs and safety rules in force on the premises in question. The Contracting Authority may access the Contractor's premises after notifying its request in writing and respecting 72 hours' notice.

The cost of this audit is borne by the contracting authority except in the event that this audit reveals a failure by the Contractor.

1. Termination of the Contract

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

* 1. Termination due to the holder's fault

The Contracting Authority may, after formal notice has remained unsuccessful within the time limit, and subject to notice not less than fifteen (15) days, terminate the contract due to the Contractor's fault under the conditions set out in Article 39 of the CCAG-PI.

More specifically, and without limitation, the contracting authority reserves the right to terminate the contract in the event of:

* repeated non-executions or poor quality executions of operational expectations and requirements;
* repeated application of the penalties provided for in the Penalties article of this Contract, not followed by significant improvement;
* repeated findings of rejections or postponements of services, in application of the provisions of the verification and validation operations of the services of the Admission - Completion article of this Contract;
* failure to comply with the provisions of the annex to this “Security” Contract.

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

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

* the latter no longer has the certifications and approvals required to carry out the Service;
* When the processing, management or security of confidential information and personal or sensitive data presents weaknesses such that the integrity, security, confidentiality or fair processing of such information and data appears to be compromised.

This termination for fault is carried out without prejudice to other actions, in particular criminal actions, which would be brought in this case against the Holder.

In the event of termination for fault:

* Articles 27 and 39 of the CCAG PI apply with the following clarifications: the contracting authority may have the services provided for in the contract carried out by a third party at the expense and risk of the holder under the conditions defined in Article 27 of the CCAG PI. The termination decision will expressly mention this;
* The Holder is not entitled to any compensation;
* By way of derogation and in addition to articles 39 and 41.3 of the CCAG PI, the portion of services already performed by the holder is remunerated with a reduction of 10%.
* The Contractor shall indemnify the contracting authority for all costs and/or damages incurred and losses suffered by the contracting authority as a result of the termination of the contract directly or indirectly, and in particular, where applicable, the costs incurred by the contracting authority as a result of the substitution of the Contractor by a new service provider.

In the event of termination pursuant to Article L2195-4 of the Public Procurement Code, equivalent offenses provided for by the legislation of another State outside the European Union will also apply.

In addition to Article 39 of the CCAG PI, in the event of failure to produce within 8 days of the acceptance of a second-tier subcontract or higher presented by the tier 1 or higher subcontractor of the personal and joint guarantee guaranteeing the payment of all sums owed by them to the second-tier subcontractor or higher, and after formal notice to the tier 1 or higher subcontractor and the contract holder, which has remained without effect within a period set at 8 days, the contract will be terminated due to the fault of the holder without the latter being able to claim compensation and, where applicable, with performance of the services at its own expense and risk.

* 1. Termination for reasons of public interest

In the event of termination for reasons of general interest, or at the request of the ACPR, the termination compensation is set at 5% of the amount committed excluding VAT of the contract, reduced by the unrevised excluding VAT amount of the services admitted.

* 1. Termination for failure to comply with formalities relating to the fight against illegal employment

In accordance with Articles L 8222-1 and D 8222-5 of the Labor Code and Article 15.2 “Service Provider Declaration”, the Service Provider must provide the following documents upon signing the Contract, then regularly depending on the validity period of each document, every six (6) months, and until the end of the execution of the Contract:

* a certificate of provision of social declarations from the social protection body responsible for collecting social security contributions incumbent on the Service Provider and dated less than six (6) months; this certificate must include the payment of social security contributions and contributions which must show the identification of the company, the number of employees employed and the remuneration base declared on the last summary of social security contributions sent to the collection body;
* an extract from the registration in the trade and companies register] or [a copy of the identification card proving registration in the trades directory] or [a receipt for the filing of the declaration with a business formalities center];
* a sworn statement issued by the Service Provider certifying the provision to its employees of pay slips in accordance with French regulations[2].

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

Without prejudice to Articles L. 8222-1 to L. 8222-3, any legal entity governed by public law having entered into a contract with a company, informed in writing by a control officer of the irregular situation of this company with regard to the formalities mentioned in Articles L. 8221-3 and L. 8221-5, shall immediately order this company to put an end to this situation without delay. The company thus notified shall provide the public entity, within two months, with proof that it has put an end to the criminal situation. Failing this, the contract may be terminated without compensation, at the expense and risk of the contractor. The legal entity governed by public law shall inform the reporting officer of the follow-up given by the company to its injunction. If it fails to comply with the obligations arising from the first and third paragraphs of this article or, in the event of continuation of the contract, if proof of the end of the criminal situation has not been provided to it within six months following the formal notice, the legal entity governed by public law is jointly and severally liable with its co-contractor for the payment of the sums mentioned in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3.

1. Disputes

In the event of disputes between the parties, Article 43 of the CCAG PI will apply.

Only French law applies.

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

1. Provisions applicable in the case of a foreign holder

French law alone is applicable to this contract.

Any report, documentation or correspondence relating to this contract must be written in French, or may be written in English with the agreement of the AFD.

1. Exceptions to general documents

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

1. Acceptance of the advance

**If the box below is not checked, the company is deemed to have waived the benefit of the advance.**

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

Sole holder or agent:

 Refuses to collect the advance

 Agrees to receive the advance

The perception of the advance by co-contractors and subcontractors is indicated in the annexes.

The advance will be paid and repaid under the conditions set out in the Advance article of this Contract, which also determines the guarantees to be put in place by the company(ies).

1. Candidate's signature

The candidate is reminded that signing this Contract constitutes acceptance of all contractual documents.

The supplier adheres to the Supplier Relations Charter presented [*here*](https://www.afd.fr/sites/afd/files/2022-05-04-44-14/charte-relations-fournisseurs-groupe-afd.pdf) and undertakes to respect the principles and commitments set out above, throughout the duration of the purchasing process and the contractual relationship with the AFD group.

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

Made in a single original

HAS :

THE

Signature(s) of the holder, or, in the case of a group of companies, of the authorized representative or of each member of the group:

1. Acceptance of the offer by the Contracting Authority

The subcontractors proposed in the subcontracting documents annexed to this Contract are accepted as having the right to direct payment and the payment conditions indicated are agreed.

This offer is accepted as an act of commitment.

HAS

THE

The Contracting Authority

1. Appendix: Subcontracting Declaration

Annex to the Single Contract (CU)

Contracting Authority: French Development Agency

* Designation of the buyer:

* Person authorized to provide information relating to pledges or assignments of receivables:

Purpose of the framework agreement

**Purpose of the consultation: Technical support to the Ghana Forestry Commission in the implementation of the FLEGT VPA**

 Operational and technical support to the Forestry Commission

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

 A document attached to the bidder's offer.

 A special act accepting the subcontractor and approving its payment conditions *(subcontractor presented after award of the framework agreement)*

 A special amending act: it cancels and replaces the subcontracting declaration of ………..

Identification of the tenderer or holder

Trade name and company name of the unit or establishment that will perform the service, postal and head office addresses (if different from the postal address), email address, telephone and fax numbers, SIRET number:

Legal form of the individual bidder, holder or member of the group (sole proprietorship, SA, SARL, EURL, association, public establishment, etc.):

In the event of a temporary grouping of companies, identification and contact details of the grouping's representative:

Identification of the subcontractor

Trade name and company name of the unit or establishment that will perform the service, postal and head office addresses (if different from the postal address), email address, telephone and fax numbers, SIRET number:

Legal form of the individual bidder, holder or member of the group (sole proprietorship, SA, SARL, EURL, association, public establishment, etc.):

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

Is the subcontractor a micro, small or medium-sized enterprise within the meaning of the Commission's recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises or a craftsman within the meaning of Article 19 of the amended Law of 5 July 1996 No. 96-603 relating to the development and promotion of trade and crafts? *(Art. R. 2151-13 and R. 2351-12 of the Public Procurement Code)*

 YES  NO

Nature of subcontracted services

**Nature of subcontracted services** :

**Outsourcing of processing of personal data:**

*(To be completed if applicable)*

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

The duration of treatment is: ……………..

The nature of the operations carried out on the data is: ………………….

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

The personal data processed are: ………………

The categories of persons concerned are: ………………….

The tenderer/holder declares that:

 The subcontractor provides sufficient guarantees for the implementation of technical and organizational measures to ensure the protection of personal data;

 The subcontracting contract includes the mandatory clauses provided for in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (GDPR).

Price of subcontracted services

**Amount of subcontracted services** :

In the event that the subcontractor is entitled to direct payment, the amount of the subcontracted services indicated below, revalued where appropriate by application of the price variation formula indicated below, constitutes the maximum amount of the sums to be paid by direct payment to the subcontractor.

**a)** Amount of the subcontracting contract in the case of services not covered by b) below:

- VAT rate: …………………………………..

- Amount excluding VAT (€): …………………………..

- Amount including tax (€): …………………………

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

- VAT rate: self-liquidation (VAT is due by the holder)

- Amount excluding VAT (€): …………………………..

**Price variation terms** :

The holder declares that his subcontractor meets the conditions to be **entitled to direct payment:**

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

 YES  NO

Payment terms

Bank details:

(Attach an IBAN)

IBAN:

BIC:

The subcontractor requests to benefit from an advance:

 YES  NO

Subcontractor capabilities

(Note: this information is only necessary when the buyer requests it and it has not already been transmitted as part of the DC2 - see section H of the DC2.)

Summary of the information and details, or documents, requested by the buyer in the consultation documents which must be provided, in the appendix to this document, by the subcontractor to demonstrate its ability to carry out the professional activity concerned, its economic and financial capacities or its professional and technical capacities:

XXXX

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

- Internet address:

- Information needed to access it:

Declarations of honour of the subcontractor with regard to exclusions from the procedure

**The subcontractor declares on his honor** (\*) not fall into one of the exclusion cases provided for in Articles L. 2141-1 to L. 2141-5 or in Articles L. 2141-7 to L. 2141-10 of the Public Procurement Code (\*\*)

To certify that the subcontractor is not in one of these cases of prohibition from tendering, check the following box: 

(\*) When an economic operator is, during the procurement procedure, placed in one of the cases of exclusion mentioned in Articles L. 2141-1 to L. 2141-5, Articles L. 2141-7 to L. 2141-10 or Articles L. 2341-1 to L. 2341-3 of the Public Procurement Code, it shall inform the buyer of this change in situation without delay.

(\*\*) In the event that the subcontractor is admitted to the judicial recovery procedure, its attention is drawn to the fact that it will have to prove that it was authorized to continue its activities during the foreseeable duration of the execution of the public contract.

**Evidence documents available online** :

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

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

- Internet address:

- Information needed to access it:

Assignment or pledge of receivables resulting from the public contract

 **1st hypothesis:** This subcontracting declaration constitutes a **special act.**

The holder establishes that no assignment or pledge of receivables resulting from the public contract prevents direct payment to the subcontractor, under the conditions provided for in Article R. 2193-22 or Article R. 2393-40 of the Public Procurement Code.

As a result, the holder produces with the DC4:

 The single copy or the transferability certificate of the public contract issued to him,

OR

 A certificate or release from the beneficiary of the assignment or pledge of receivables.

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

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

**OR**

 The single copy or the transferability certificate having been submitted for the purpose of an assignment or pledge of receivables and cannot be returned, the holder justifies either that the assignment or pledge of receivables concerning the public contract does not prevent direct payment of the subcontracted part, or that its amount has been reduced so that this payment is possible.

This justification is given by a certificate or a release from the beneficiary of the assignment or pledge of receivables resulting from the contract which is attached to this document.

Acceptance and approval of the subcontractor's payment conditions

At …………………., on ………………………… At …………………., on …………………………

The subcontractor: The tenderer or the holder:

………………………… …………………………

The buyer's representative, competent to sign the framework agreement, accepts the subcontractor and agrees to its payment terms.

A , the …………………………..

The buyer's representative:

Notification of the special act to the holder

**In the event of sending by registered letter with acknowledgment of receipt** :

*(Stick in this box the postal acknowledgment of receipt, dated and signed by the holder)*

**In the event of delivery against receipt** :

The holder receives as notification a copy of this special act:

At ……………………….., on ……………………………..

1. Appendix: Designation of co-contractors and distribution of services.

**Annex to the Single Contract (CU)**

*Complete one copy per co-contractor:*

Trade name and company name of the candidate:

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

Address of the establishment:

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

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

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

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

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

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

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

Email address: ................................................

Phone : ................................................

Fax: ................................................

SIRET number: ................................................ APE: ................................................

Intra-community VAT number: ................................................................

Agrees to receive the advance:

¨ Yes

¨ No

Bank details:

IBAN: .......................................................................................................................................

BIC: .........................................................................................................................................

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Company name | Services concerned | Amount  excluding VAT (€) | VAT rate | Amount including tax (€) |
| Company name: ………….  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Company name: ………….  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Company name: ………….  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Company name: ………….  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Company name: ………….  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
|  | *Totals* |  |  |  |

1. Appendix: Pledge or assignment of receivables

¨ **Certificate of transferability** established (1) dated ………………………….. at ……………………………………

**OR**

¨ **Copy issued in a single copy** (1) to be given to the credit institution in the event of assignment or pledge of debt of:

1 ¨ The entire framework agreement, the amount of which is *(indicate the amount in figures and in words)* : ……………………………………………………………………………………………………………………………

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

2 ¨ The entire purchase order no.…………………………………relating to the framework agreement *(indicate the amount in figures and letters)* :

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

3 ¨ The part of the services that the holder does not plan to entrust to subcontractors benefiting from direct payment is valued at *(indicate in figures and in words)* : ……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

4 ¨ The part of the benefits assessed at *(indicate the amount in figures and in words)* : ……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

……………………………………………………………………………………………………………

and to be executed by

……………………………………………………………………………………………………...........

as:

¨ member of a business group

subcontractor​

|  |
| --- |
| At …………………………………………….. on …………………………………………….. |
| Signature (2) |

(1) Check the box that corresponds to your choice, either transferability certification or copy issued in a single copy

(2) Original date and signature

1. Appendix - Security

INFORMATION SECURITY IN THE FRAMEWORK OF

EXECUTION OF SERVICE CONTRACTS

**Service contract**

(frame to be removed before signing the contract)

Use of the security annex

This annex must be attached to any service provision contract (purchase for own account) in the following cases:

The contract provides the AFD with staff who have permanent access to its premises for the duration of the contract (service provider badge allocated), and/or

The contract provides the AFD with personnel who must have, even occasionally, access to the AFD's information system,

The contract requires sharing information owned by the AFD, on digital or physical media, with the service provider.

If in doubt, contact the DMI/SEC division

**Summary**

|  |  |
| --- | --- |
| **1. DEFINITIONS** | **3** |
| **2. GENERAL INFORMATION** | **3** |
| **3. COMMITMENT AND RIGHTS OF THE PARTIES IN TERMS OF SECURITY** | **4** |
| **4. ACCESS CONTROL** | **5** |
| **5. REMOTE CONNECTION TO THE CUSTOMER'S NETWORK** | **5** |
| **6. RISK ASSESSMENT** | **5** |
| **7. FINAL PROVISIONS** | **6** |

**Definitions**

* The Contract

Refers to the service contract to which this document is attached.

* The Client

Means the AFD, party to the Contract.

* The Provider

Means the service provider party to the Contract.

* Information system

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

* Information

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

* Remote connection

Refers to a connection that provides remote access to the Client's information system, from an infrastructure that does not belong to it.

**General information**

The Client regularly uses service providers, who may need access to the Information in the course of providing their services. It is therefore appropriate to regulate this access to the Information and its use, and to define the security rules applicable to the service providers.

The purpose of this appendix is to secure the conditions of access to the Information as well as its use, in particular by defining the criteria for granting the Service Provider secure and controlled access to the Information and by preventing it from being used without authorization.

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

**Commitment and rights of the parties in matters of security**

The Client shall provide the Service Provider with its Information Security documentation (policies, procedures and rules) necessary for the performance of the Contract. The Service Provider undertakes to review the Information Security documentation provided by the Client and to comply with the policies, procedures and rules contained therein. The Service Provider undertakes not to disclose this documentation provided in the context of the performance of the Contract.

The Service Provider undertakes to subject its staff and subcontractors working on its behalf to security checks and must be able to provide supporting documents regarding the methods and results of these checks.

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

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

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

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

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

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

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

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

**Access control**

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

Access to the Client's computer system and/or premises is granted by name to persons acting for the Service Provider in the context of the execution of the Contract.

Access may be subject to protection mechanisms and records at all times. For the purposes of protecting and controlling access to its Information, the Client is not limited to the protection mechanisms implemented by the Service Provider. The Client grants, controls and revokes the Service Provider's access to the premises and Information necessary for the performance of the services. In this respect, the Service Provider is informed that its personnel acting within the framework of the contract may, at any time and without prior notification, be subject to security checks based on the traces recorded on the Client's IS.

If it is necessary to provide access to Classified Information of the

“CONFIDENTIAL” or higher level or to the Client’s premises where such information is stored, processed or disseminated, a risk assessment will be carried out to identify the protection mechanisms to be implemented. The protection mechanisms identified during the risk assessment will be notified to the Service Provider, documented and implemented.

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

**Remote connection to the customer's network**

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

The remote connection to the Client's network is subject to permanent recording and archiving for the record.

**Risk assessment**

At the Client's discretion, the service may be subject to an assessment to determine the risks in terms of Information security. This assessment focuses primarily on the potential impact on the Client of any breach of the availability, integrity, confidentiality and transmission chain of its Information used in the context of the service.

**Final provisions**

Failure to comply with this security annex constitutes a breach of the Contract which may justify its termination without penalty for the Client.

Furthermore, a delay or postponement resulting from the non-compliance with the safety rules by the Service Provider and the measures taken by the Client to remedy this, in application of this annex, cannot be invoked by the Service Provider to request any extension of the deadlines for performance of the services of the Contract, to which the Service Provider remains bound, or any exemption from penalties.

This security annex may be reviewed by the Client every year and amended if necessary without penalty or additional cost.

1. Appendix - GDPR

**ARTICLE XXX - PROTECTION OF PERSONAL DATA**

As part of the execution of the contract, XXX may be required to access and process personal data, within the meaning of the General Data Protection Regulation (EU) 2016/679 (hereinafter “the Data”), on behalf of the AFD.

**a) Obligations of the Service Provider towards the AFD**

The Service Provider undertakes to:

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

This notification must be accompanied by any useful information to enable the AFD, if necessary, to notify this violation to the competent supervisory authority.

* Ensure that persons authorized to process Personal Data under this contract:
* undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
* receive the necessary training in the protection of personal data
* agree to comply with AFD safety instructions

To the extent that the Service Provider has appointed a Data Protection Officer, it undertakes to communicate the name and contact details of the Data Protection Officer to the AFD. Furthermore, the Service Provider declares that it will keep a written record of all categories of processing activities carried out on behalf of the AFD, including all the information required pursuant to Article 30 (2) of the Regulation.

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

Nature of the operations carried out on the Data:

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

Purpose(s) of processing:

*[Complete with the objectives pursued by the treatment considered]*

Categories of personal data processed:

*(Check the relevant boxes)*

☐Civil status, Identity, Identification data

☐Personal life (lifestyle habits, family situation, etc.)

☐Professional life (CV, professional email address, professional training, academic background, etc.)

☐Economic and financial information (income, financial situation, tax situation, etc.)

☐Connection data (IP address, connection logs, etc.)

☐Location data (movements, GPS data, GSM, etc.)

☐Other:

Categories of persons concerned:

*(Check the relevant boxes)*

☐Employees

☐Candidates

☐Suppliers and service providers

☐Visitors

☐Prospects

☐Partners

☐Other:

**c) AFD's power of instruction**

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

**(d) Information of the persons concerned**

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

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

* Follow-up of the mission that may be entrusted to him
* Assessment of the quality of the service provided
* Creation and operation of a file listing the service providers used by the AFD

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

1. Foreign companies indicate, if one exists, their registration number in the relevant public register. [↑](#footnote-ref-1)
2. Specify the name of the natural person signing this contract. [↑](#footnote-ref-2)
3. Check the relevant situation depending on whether the signatory is the legal representative of the company or is a person who has received the power to sign the contract (power established by the legal representative). [↑](#footnote-ref-3)
4. **Under no circumstances may references to a subsidiary or a company separate from the candidate be indicated here, which must in this case be presented either as a co-contractor or as a subcontractor for the performance of the services.** [↑](#footnote-ref-4)
5. This number must include the same SIREN number as that of the head office indicated above. [↑](#footnote-ref-5)
6. Foreign companies indicate, if one exists, their registration number in the relevant public register. [↑](#footnote-ref-6)
7. Specify the name of the natural person signing this contract. [↑](#footnote-ref-7)
8. Check the relevant situation depending on whether the signatory is the legal representative of the company or is a person who has received the power to sign the contract (power established by the legal representative). [↑](#footnote-ref-8)
9. **Under no circumstances may references to a subsidiary or a company separate from the candidate be indicated here, which must in this case be presented either as a co-contractor or as a subcontractor for the performance of the services.** [↑](#footnote-ref-9)
10. This number must include the same SIREN number as that of the head office indicated above. [↑](#footnote-ref-10)
11. In the event of a grouping composed of more than two co-contractors, the exact identification of the other co-contractors must be annexed to this agreement. [↑](#footnote-ref-11)
12. Foreign companies indicate, if one exists, their registration number in the relevant public register. [↑](#footnote-ref-12)
13. Specify the name of the natural person signing this contract. [↑](#footnote-ref-13)
14. Check the relevant situation depending on whether the signatory is the legal representative of the company or is a person who has received the power to sign the contract (power established by the legal representative). [↑](#footnote-ref-14)
15. **Under no circumstances may references to a subsidiary or a company separate from the candidate be indicated here, which must in this case be presented either as a co-contractor or as a subcontractor for the performance of the services.** [↑](#footnote-ref-15)
16. This number must include the same SIREN number as that of the head office indicated above. [↑](#footnote-ref-16)