

FRAMEWORK AGREEMENT FOR INTELLECTUAL SERVICES

**French Development Agency**

5 Rue Roland BARTHES

75012 PARIS

**SUBJECT: Technical support to BRDE (Regional Development Bank of Brazil’s Southern region)**

**SYF-2025-0287**

Lots:

This Contract constitutes a commitment for the following batch:

 1 - Support à BERD’s sustainable finance practices

 2 - Support à BERD’s Asset and Liability Management

 3 - Support à BERD’s gender approach

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 can only be modified to complete:

The identification of the Holder;

The article 'Price';

Any annexes.

The choice of the batch

The acceptance of the advance (if applicable)

**UNDER PENALTY OF REJECTION OF YOUR OFFER**

**BETWEEN**

**THE FRENCH DEVELOPMENT AGENCY (AFD)**

Public establishment with headquarters in PARIS XII - 5, rue Roland Barthes, registered in the Paris Trade and Companies Register under number B 775 665 599, represented by the Heads of the Group/Division ODA Purchasing Department, acting pursuant to 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 Register of Commerce and Companies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under the number RCS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

After having taken cognizance of 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, on the terms that make up my offer.
* I AFFIRM, under penalty of termination by right of the market, that I hold an insurance policy guaranteeing all the responsibilities I incur.
* I CONFIRM, under penalty of termination by operation of law, that the proposed subcontractors also hold insurance policies guaranteeing the responsibilities they incur.

 **Identity and quality of the signatory: Sir/Madam ………………………………………..**

engages the company ........................................... on the basis of its offer to perform the services requested under the conditions defined below;

 **Identity of the representative (1): Sir/Madam ………………………………….**

 of the solidarity grouping

 solidarity with the joint group

undertakes for all the grouped providers designated in the attached annex to perform the services requested under the conditions defined below;

Business name and legal name of the applicant:

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

Address of the establishment:

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

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

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

Address of the registered office: *(if different from the establishment)*

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

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

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

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

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

N° SIRET (or equivalent registration number in the country concerned): .........................................................

APE: ............................................................

Intracommunity VAT number: .........................................................

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

**IT HAS BEEN AGREED AND THE FOLLOWING:**

Summary

[1. Preamble 6](#_Toc204263447)

[1.1 Presentation of the contracting authority 6](#_Toc204263448)

[1.2 Definitions 6](#_Toc204263449)

[2. Subject of the Contract- General provisions 8](#_Toc204263450)

[2.1 Subject of the Contract 8](#_Toc204263451)

[2.2 Batch decomposition and PO splitting 8](#_Toc204263452)

[2.3 Conditions for placing purchase orders 8](#_Toc204263453)

[2.4 Duration of the framework agreement 9](#_Toc204263454)

[2.5 Subcontracting 9](#_Toc204263455)

[2.6 Modification of the contract - Review clause 9](#_Toc204263456)

[2.7 Similar services 9](#_Toc204263457)

[3. Constituent parts of the contract 10](#_Toc204263458)

[4. Conditions for the performance of services 10](#_Toc204263459)

[4.1 Staff assigned to the mission 10](#_Toc204263460)

[4.2 CSR technical specifications and execution of the Contract 11](#_Toc204263461)

[4.3 Security 12](#_Toc204263462)

[4.4 Suspension on grounds of serious and imminent risk 12](#_Toc204263463)

[5. Price and price variation 13](#_Toc204263464)

[5.1 Method of establishing the Contract’s prices 14](#_Toc204263465)

[5.2 Content of the prices 14](#_Toc204263466)

[5.3 Regarding mission expenses 14](#_Toc204263467)

[5.4 Price variation 15](#_Toc204263468)

[6. Advance 15](#_Toc204263469)

[7. Retention money 16](#_Toc204263470)

[8. Settlement of accounts to the holder 16](#_Toc204263471)

[8.1 Terms of payment for the price 16](#_Toc204263472)

[8.2 Regulations in case of joint and several contractors 17](#_Toc204263473)

[8.3 Payment terms 17](#_Toc204263474)

[8.4 VAT 17](#_Toc204263475)

[8.5 Default interest 18](#_Toc204263476)

[9. Penalties 18](#_Toc204263477)

[9.1 Penalties for delay 18](#_Toc204263478)

[9.2 Penalties for breach of security or confidentiality obligations 18](#_Toc204263479)

[9.3 Penalties for non-compliance with formalities relating to the fight against illegal work 18](#_Toc204263480)

[9.4 Penalties to fees and risks 19](#_Toc204263481)

[10. Termination of the performance of the service 20](#_Toc204263482)

[11. Admission – Mission Completion 20](#_Toc204263483)

[12. Insurance – Liability 20](#_Toc204263484)

[13. Intellectual property – Use of results 21](#_Toc204263485)

[13.1 Prior knowledge regime and standard prior knowledge 21](#_Toc204263486)

[13.2 Results regime 21](#_Toc204263487)

[14. Additional clauses 22](#_Toc204263488)

[14.1 Receivership or judicial liquidation 22](#_Toc204263489)

[14.2 Declaration and obligations of the Holder 22](#_Toc204263490)

[14.3 Obligations of the Contracting Authority 27](#_Toc204263491)

[14.4 Miscellaneous 27](#_Toc204263492)

[15. Audit 28](#_Toc204263493)

[16. Reversibility 29](#_Toc204263494)

[17. Termination of the Contract 30](#_Toc204263495)

[17.1 Termination at the fault of the holder 30](#_Toc204263496)

[17.2 Termination for reasons of general interest 31](#_Toc204263497)

[17.3 Termination for non-compliance with formalities relating to the fight against illegal work 31](#_Toc204263498)

[18. Disputes 32](#_Toc204263499)

[19. Provisions applicable in the case of a foreign holder 32](#_Toc204263500)

[20. Derogations from general documents 32](#_Toc204263501)

[21. Acceptance of the advance 32](#_Toc204263502)

[22. Signature of the candidate 33](#_Toc204263503)

[23. Acceptance of the offer by the Contracting Authority 33](#_Toc204263504)

[24. Annex: Subcontracting declaration 34](#_Toc204263505)

[25. Appendix: Designation of co-contractors and distribution of benefits. 41](#_Toc204263506)

[26. Appendix: Pledge or assignment of receivables 43](#_Toc204263507)

[27. Annex - GDPR 45](#_Toc204263508)

1. Preamble
   1. Presentation of the contracting authority

The French Development Agency is a Public Industrial and Commercial Establishment under 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 grants, the economic and social development of nearly 80 developing countries and overseas communities.

It has adopted an ethical charter available on its site: [www.afd.fr](http://www.afd.fr/)

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

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

* 1. Definitions

Acts of Corruption:

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

Act of Fraud:

Means any unfair manoeuvre (act or omission), whether criminally punishable or not, intended to deliberately mislead another person, intentionally conceal material 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 profit.

Contract:

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

CCTP

Refers to the Special Technical Specifications of this Contract. It may be referred to below as the Terms of Reference (TDR).

Personal data:

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

Agreement:

Refers to concerted actions, agreements, express or tacit understandings or coalitions, including those which distort competition in a market, particularly when they tend to:through the direct or indirect intermediary of a company of the group established in any country within the meaning in particular of article 420-1 of the Commercial Code, when their object is or may have the effect of preventing, restraining

* Limit access to the market or the free exercise of competition by other companies;
* Obstruct price-setting by the free play of the market by artificially promoting their rise or fall;
* Limit or control production, markets, investments or technical progress;
* Allocate markets or sources of supply.

Confidential Information:

Refers to:

* All information, data, documents of any kind and whatever their form or medium, including but not limited to any writing, note, report, document, study, analysis drawing, letter, listing, software or content of the data stored on a USB key, specifications, figure, graph, communicated by the Contracting Authority to the Holder within the framework of the Contract;
* The Contract (including any information obtained during its negotiation and/or execution) and more generally any information or document that the Holder may have obtained, directly or indirectly, in writing or by any other means, of the Contracting Authority for the needs or on the occasion of the Contract, including without limitation all technical, commercial, strategic or financial information, studies, specifications, software, products;
* The Service (including reports, works, studies carried out in relation to the Service) and any information related thereto.

Representative

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

Staff:

Refers to the staff of the Account Holder assigned by the latter to perform the Service.

Service:

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

Outsourced Essential Service Provision:

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

* Banking operations, the issue and management of electronic money, payment services and investment services for which the obliged enterprise has been authorised;
* Related operations;
* The services directly involved in the execution of the operations or services mentioned above;
* Any provision of services when an anomaly or a failure in its performance is likely to seriously affect the ability of the company subject to comply permanently with the conditions and obligations of its accreditation and those related to the exercise of its activity, to his financial performance or to the con

Holder:

Designates the economic operator or, in the case of a Group, the Representative and any co-contractors, signing this Contract.

1. Subject of the Contract- General provisions
   1. Subject of the Contract

This Contract defines the conditions under which the Contracting Authority entrusts to the Holder, who accepts it, the performance of the following services:

**Technical support to BRDE (Regional Development Bank of Brazil’s Southern region)**

**Place(s) of execution**: Brazil

* 1. Batch decomposition and PO splitting

The services are divided into 3 lots handled by separate framework agreements designated below:

* Lot n°1 : Support to BERD’s sustainable finance practices
* Lot n°2 : Support to BERD’s Asset and Liability Management
* Lot n°3 : Support to BERD’s gender approach

The services of lots 1 and 3 are subject to a split into purchase orders within the meaning of articles R. 2162-1 to R. 2162-6, R. 2162-13 and R. 2162-14 of the Public Procurement Code.

The services covered by Lot 2 will be remunerated by applying the overall and flat-rate amount specified below.

* 1. Conditions for placing purchase orders

For the framework agreements (lots 1 and 3), Each purchase order will specify:

* The content and quantities of the services to be carried out
* The amount of the purchase order
* The reference of the framework agreement
* If applicable:
* The unit/flat-rate prices of the services to be provided
* The particular conditions of execution
* The special conditions of delivery and admission
* The delivery times
* The place of delivery
* The documents to be provided upon delivery

Each purchase order will be notified to the provider under the conditions defined in the article *Form of notifications and information to the holder* below and in article 3.7 of the CCAG PI.

Successive orders will be sent in the form of purchase orders placed under the following conditions: .

* 1. Duration of the framework agreement

The elements related to the duration of each batch are specified in the table below:

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Lots | Firm durations (years) | Starting point | Renewal number\* | Duration of renewals | Total duration |
| 1 | 3 | Startup OS or BC | 1 | 1 | 4 years |
| 2 | 2 | Market notification | 1 | 6 months | 2 years and 6 months |
| 3 | 2 | Startup OS or BC | 1 | 1 year | 3 years |

\*The renewal is tacit.

If the contracting authority does not wish to renew the contract, it will take an express decision of non-renewal which will be notified to the holder at the latest within 30 calendar days before the contract expires.

The holder does not have the right to refuse the renewal of the contract.

* 1. Subcontracting

The Contractor may subcontract a part of the Service under his sole responsibility, subject to obtaining the prior written agreement of the Contracting Authority under the following conditions:

* Notification to the Contracting Authority by the Holder of his intention to subcontract a part of the Service covered by the Contract, indicating the references of the envisaged subcontractor(s), a precise description of the part of the Service under-standingprocessed, its amount, and the planned payment conditions;
* The Contracting Authority shall have a period of fifteen (15) working days following receipt of the notification to notify the Holder in writing of its acceptance or refusal;
* In case of acceptance, the Holder will communicate as soon as possible to the Contracting Authority a copy of the corresponding subcontract(s).
  1. Modification of the contract - Review clause

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

* 1. Similar services

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

1. Constituent parts of the contract

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

* This Contract and any annexes thereto;
* The terms of reference (TDR) and any annexes, of which only the original copy kept in the buyer’s archives is the authentic one;
* The general administrative clauses book for public intellectual services contracts (CCAG PI) approved by the decree of March 30, 2021 (published in JORF no. 0078 of April 1, 2021);
* The financial offer of the Holder;
* The technical offer of the Holder;
* The questions and answers during the publication phase;
* Special acts of subcontracting and their possible amending acts, subsequent to the notification of the contract.

1. Conditions for performance of services

The services must comply with market stipulations.

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

The Account Holder must provide, within the framework of the execution of the Contract, all its know-how and skills for the performance of the Service. He will bring 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 good practice.

* 1. Staff assigned to the mission

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

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

The Staff will intervene under the supervision, legal, hierarchical and disciplinary responsibility of the Holder. The Account Holder accordingly undertakes to carry out all the applicable formalities with regard to the regulations in force at the expense of the employer regarding the will under all circumstances be subject to the sole authority of the Account Holder and will be exclusively and directly responsible for its activity to the latter.notably the labor law, social coverage and tax obligations. The Person

The Holder undertakes to do what is necessary for the Staff to be able to accomplish their mission both in France and in the country where the mission takes place. He will notably have to carry out the formalities related to the administrative situation of the Staff, obtain visas and any necessary document in view of local regulations. The Account Holder also undertakes to (i) have taken all the necessary measures (insurance, mutuals...) to assist the Staff in case of difficulties arising locally, such as, for example, an evacuation for health or political reasons and (ii) provide any technical assistance that the Staff may need as part of their mission.

* 1. CSR technical specifications and execution of the Contract
     1. Reduction of carbon emissions and energy consumption

As part of the execution of this contract, the holder has the obligation to implement one or more actions to reduce carbon emissions and reduce energy consumption applicable to the subject of the contract. It must be able to calculate the carbon emissions of the purchase or be able to provide one or more indicators related to the energy consumption of the purchase. The methodology for calculating carbon emissions will need to be described.

With regard to business travel, the holder is invited to have an approach to reducing travel emissions (rules applicable to travel, choice of modes of transport that emit less carbon when possible, etc.).

The holder describes in the technical brief, as indicated in the consultation rules, how they implement these requirements within the contract: actions implemented and action monitoring indicator(s).

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

The Holder 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 applicable the carbon emissions of the purchase and/or other energy consumption indicators. The holder will provide any supporting documents.

* + 1. Actions in favor of professional equality Woman/Man

The holder will implement one or more actions for professional gender equality applicable to the subject of the contract.

The incumbent describes in his/her technical brief the actions promoting the achievement of professional gender equality among his/her staff mobilized under the contract, as well as, if applicable, the associated indicator(s).

The holder must specify for each action:

- What 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 positions;

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

The Contractor shall 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) put in place, including the associated indicators.

* 1. Security

The Holder undertakes to comply with all applicable security laws and regulations, and to take the measures required by him to ensure the safety of his staff, for which he is solely responsible.

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

The Account Holder is solely responsible for the safety of individuals or the staff of legal entities to whom he/she entrusts or delegates, in any manner whatsoever, all or part of the performance of the Services. The Contracting Authority is not responsible for security procedures and managing the security of these persons and their staff.

Throughout the duration of the performance of the Service(s), and in particular prior to any movement of its staff, the Account Holder undertakes to inquire with 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 their services. He undertakes to ensure that the natural or legal persons acting on his behalf in connection with the provision of the Service(s) comply with this obligation.

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

The external specialized body will conduct a review of it and forward its recommendations to the sole Holder, who will decide on the follow-up to be given under his sole responsibility. The external specialised body will send the Contracting Authority a certificate drawn up by it certifying the review of the documentation submitted. A new intervention in the area(s) concerned cannot be organized before the receipt of this certificate by the Contracting Authority.

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

*(1) If the Holder is of French nationality. If this is not the case, delete "from the French Embassy(s) of the country(ies) concerned" and add "from the consular or local authorities competent in view of their nationality of the country(ies) concerned.*

* 1. Suspension on grounds of serious and imminent risk

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

The Holder shall inform the Contracting Authority without delay.

The Holder must, within a maximum period of seven (7) days from his decision, justify in writing to the Contracting Authority that his decision was compliant with the terms of the first paragraph above. He will specify the reasons that led to his 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 costs, resulting directly from this suspension, demobilization and/or remobilization of personnel, after deduction of amounts paid by the Holder’s insurance, as well as the reimbursement terms must be jointly determined 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 stakeholder concerned and a possible suspension of benefits. The parties shall determine, as necessary, any adjustments to this contract to ensure the continued performance of the services.

In the event that the Account Holder is permanently prevented from performing this contract, Article 38.1 of the CCAG Intellectual Services "Difficulties in the performance of the contract" will be applied.

1. Price and price variation

The flat-rate benefits (batch 2) will be remunerated by applying the overall and flat-rate amount specified below:

*Lot n°2:*

Amount excluding tax (in figures) (€): ……………………………………………………………………………

VAT amount at the rate of ... %\* : ……………………………………………………………………………………

Amount including tax (in figures) (€): ……………………………………………………………………………………..

Amount including tax (in letters) (€): ……………………………………………………………………………………….

**The estimated amount is set at a maximum of €120,000 excluding tax.**

\*It is up to the candidate to define whether they are liable for French VAT or if their service is covered by the exemption specified in article 8.4 VAT below.

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

In the event of a grouping, the detailed breakdown of the services and tasks to be carried out by each of the members of the grouping and the amount of the contract awarded to each are set out in the attached annex.

The unit services covered by the Contract will be remunerated by applying the List of Unit Prices attached to the deed of commitment. The maximum amounts are as follows:

* Lot n°1: €380,000 excluding tax.
* Lot n°3: €150,000 excluding tax.
  1. Method of establishing the Contract’s prices

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

* 1. Content of the prices

By derogation from Article 10.1.3 of the CCAG PI, all amounts included in this contract are deemed to include all the normally foreseeable constraints for the performance of the services covered by the contract, all expenses resulting from the performance of the services, so that the contracting authority has nothing to pay in addition.

The price includes in particular salaries, all premiums, insurance, allowances, social charges, and any taxes inherent to the market, overheads, etc.

* 1. Regarding mission expenses

All possible mission costs are included in the overall and lump-sum price (lot 2).

For batches 1 and 3: The mission costs must be validated by AFD before the purchase order is issued.

* + 1. Rules applicable to transport

Prices are understood as Origin (headquarters/provider’s agency) /Destination (AFD agency concerned by the mission).

The most direct and economical travel solution must be systematically proposed.

Consultants must schedule their assignments as best as possible to allow the booking of tickets at advantageous rates.

Regarding air transport, the default travel conditions are those corresponding to the Economy class of the airlines. Business travel can be in Business class when one of the following conditions is met:

- the journey has a travel time (take-off from the origin airport - landing at the destination airport) greater than 10 hours;

- the trip is made at night;

- if there is no flight at the Economy or Premium fare for the period over which the trip must imperatively be carried out (with prior written agreement from AFD)

Flights on companies listed in the blacklist of airlines of the European Commission are prohibited as part of business trips to AFD (black listed companies).

For batches 1 and 3: The transport costs will be reimbursed to the real within the framework of the indications mentioned above.

* + 1. The per diem

For lots 1 and 3: The mission fees will be paid in unit of package for per diem based on the actual quantities consumed, according to the conditions indicated below:

The per diem covers accommodation, meals, transport costs within the mission location and miscellaneous expenses.

The amount of daily per diem cannot exceed the scale set by the European Union (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates\_en).

Travel for the purpose of a mission is to be considered as part of the mission.

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

* 1. Price variation

The prices of framework agreements are firm and definitive.

1. Advance

A repayable advance is paid to the Holder.

For batch 2: The advance rate is set at 20% of the market amount including VAT

The reimbursement of the advance will be made on the payments corresponding to installments 3 and 4, by deduction from the amounts due to each third party (holder, co-contractor or subcontractor) as follows:

* 15% reimbursed on the deposit 3
* 5% reimbursed on the deposit 4

For lots 1 and 3: Subject to the conditions provided for in articles R. 2191-3 et seq. of the Code de la commande publique, an advance is paid to the holder unless otherwise indicated in the commitment.

The advance will be calculated, based on the duration of the purchase order, under the conditions defined in Article R. 2191-7 of the Public Purchase Code.

The advance rate is set at a maximum of 20% of the amount excluding VAT of the purchase order for which the execution period exceeds 2 months and the amount to €50,000 excluding VAT.

The refund of the advance will be made according to the conditions specified in the purchase order and, failing that, in proportion to each of the following installments.

1. Retention money

No retention money will be made.

1. Settlement of accounts to the holder
   1. Terms of payment for the price
      1. Payment of the price

**Lot 2:**

* Advance payment 1: 20% of the contract amount upon receipt and validation of subcomponent 1 and 2 deliverables;
* Advance payment 2: 50% of the contract amount upon receipt and validation of deliverables 3;
* Deposit 3: 30% of the contract amount upon receipt and validation of the deliverables 4.

**Lots 1 and 3:**

Mission expenses (travel expenses, per diem, security costs) will be reimbursed in real terms on the basis of a billing line independent of the daily rates of the consultants involved. This invoice must be accompanied by supporting documents that attest to the costs incurred in support of the mission. All costs that are not associated with a relevant supporting document and comply with the expenses authorized by this Contract, will be considered as unincurred expenses in support of the execution of the mission and will not be reimbursed.

The final settlement will take place within 30 (thirty) days from the date of receipt of the invoice by the Contracting Authority, subject to the user service confirming that the services have been properly performed.

* + 1. Payment requests

The payment request is dated and includes, as appropriate:

* the market references;
* the amount of the services received, established in accordance with the provisions of the contract, excluding VAT and, where applicable, reduced by reductions where applicable or the amount of the services corresponding to the period in question;
* the breakdown of flat rates and the detail of unit prices;
* in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding taxes, their amount including tax as well as, if applicable, the price variations established excluding taxes and including tax
* in the case of a joint grouping, for each economic operator, the amount of services provided by the economic operator;
* the application of price updating or revision;
* where applicable, the allowances, bonuses and deductions;
* possible penalties for delay;
* the advances to be repaid;
* the amount of VAT or, if applicable, the benefit of an exemption
* the amount including taxes

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

* + 1. Transmission of payment requests

The deposit, transmission and reception of electronic invoices are carried out exclusively on the Chorus Pro invoicing portal. When an invoice is transmitted outside this portal, the Contracting Authority may reject it after reminding the issuer of this obligation and inviting him to comply with it. To do this, your dematerialized invoices addressed to the Contracting Authority must necessarily include the following information:

|  |  |
| --- | --- |
| **Establishment:** | ESTABLISHMENT FRENCH DEVELOPMENT AGENCY |
| **SIRET:** | 77566559900129 |
| **CHORUS Service Code:** | PAR-MOA-020 |
| **Market Number:** | SYF-2025-0287 |
| **Project number:** | Lot 1 and 2: CZZ 3541  Lot 3: CBR 1160 |

* 1. Regulations in case of joint and several contractors

In the case of co-contracting, only the group’s representative is authorized to submit payment requests.

In the case of a joint and several grouping, separate payments will be made to each co-contractor, if the distribution of payments is identified as an annex to this Contract.

The group representative indicates in each payment request that he transmits to the Contracting Authority, the distribution of payments for each co-contractor.

The acceptance of a settlement to each of the co-contractors cannot call into question the solidarity of the co-contractors.

* 1. Payment terms

The deadlines available to the Contracting Authority or its representative for proceeding with the payment of the final partial payments and the balance are set at 30 days from receipt of the payment request.

* 1. VAT

This Contract is subject to Value Added Tax (VAT) at the rate in force on the day of the event giving rise. Each payment term will be accompanied by VAT.

The Holder of this Contract undertakes to indicate on his invoices whether he is authorized by the tax administration to pay VAT based on debits. The Account Holder is solely responsible for compliance with current tax legislation.

It is recalled that the market may be exempt from French value added tax when:

* the market finances a cooperation action for the benefit of a country outside the European Community,
* the provision consists of information, advisory, study or research services,
* the result of the services is communicated to the concerned country and
* the intervention framework of the service is oriented in such a way as to highlight the certain benefit of the service for the country concerned.
  1. Default interest

The non-payment of advances, advance payments, partial final settlements or the balance within the period set by the Contract entitles to interest on arrears, calculated from the day after the expiry of said period (or the deadline provided for by the Contract) until the principal payment date included (article R. 2192-32 of the Public Order Code).

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

The amount of the flat-rate allowance for recovery costs is set at 40 euros.

1. Penalties
   1. Penalties for delay

The documents to be produced by the holder within a time limit set by the framework agreement must be transmitted by the holder by any means allowing proof of their date of receipt by the buyer.

By derogation to article 14.1 of the CCAG PI, any delay in the execution schedule transmitted with the purchase order then validated by the parties and which has not been expressly authorized by the AFD, may give rise to late payment penalties at the expense of the holder in the amount of €100 per day of delay. The amount of late penalties will be deducted by AFD from the settlement amount.

By way of derogation from article 14.1.2 of the CCAG PI, the total amount of late penalties may exceed 10% of the total amount excluding tax of the framework agreement, of the considered tranche or of the purchase order.

By derogation to article 14.1.3 of the CCAG PI, the holder will not be exempted from penalties whose total amount does not exceed 1000 € excluding tax for the whole framework agreement.

* 1. Penalties for breach of security or confidentiality obligations

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

* 1. Penalties for non-compliance with formalities relating to the fight against illegal work

In accordance with articles L 8222-1 and D 8222-5 of the Labor Code, the Service Provider must provide the following documents upon signing the Contract, then every six (6) months, until the end of the execution of the Contract:

* a certificate of provision of social declarations issued by the social protection body responsible for the recovery of social contributions incumbent on the Service Provider and dated less than six (6) month; this certificate must mention the payment of social security contributions which must show the company’s identification, the number of employees employed and the compensation base declared on the last summary of social security contributions sent to the collection agency;
* an extract from the registration in the Trade and Companies Register or a copy of the identification card justifying the registration in the trades directory or a receipt for the filing of the declaration with a business formality center;[[1]](#footnote-1)
* a sworn certificate drawn up by the Service Provider certifying the provision to its employees of pay slips in accordance with French regulations.[[2]](#footnote-2)

Without prejudice to articles L. 8222-1 to L. 8222-3, any legal person under public law having contracted with an enterprise, informed in writing by a control agent of the irregular situation of this enterprise with regard to the formalities mentioned in articles L. 8221-3 and L. 8221-5, immediately enjoins this company to put an end to this situation without delay.

The undertaking thus given formal notice shall, within a period of two months, provide the public person with proof that it has put an end to the delictual situation. Failing this, the contract may be terminated without compensation, at the contractor’s expense and risk.

The public legal person shall inform the reporting agent of the action taken by the company in response to his/her request.

In the event of failure 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 termination of the tortious situation has not been provided to him within a period of six months following the formal notice, the public law legal person is jointly and severally liable with its contracting party for the payment of the amounts mentioned in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3

If AFD is informed in writing that the Service Provider or a sub-delegate is in irregularity with regard to the required formalities, it will put the latter on notice by registered letter with AR to cease this situation without delay.

The Service Provider placed in notice must provide proof that it has put an end to the wrongful situation. Failing regularization.

* 1. Penalties to fees and risks

This framework agreement is concluded on a non-exclusive basis.

The contracting authority may have the services covered by this framework agreement and its purchase orders carried out by a third party at the expense and risk of the contractor:

- either in the event of non-performance or failure by the latter to provide a service which, by its nature, cannot be delayed in any way,

- either in the event of termination of the framework agreement and/or the purchase order pronounced for misconduct by the holder.

By way of derogation from Article 36 of the ECSC-IP, the notification of an implementing decision at the costs and risks does not automatically entail the termination of the framework agreement. The contracting authority reserves the possibility of pronouncing it or not.

If it is not possible for the contracting authority to procure, under acceptable conditions, services exactly in accordance with those provided for in the specific contract documents, it may substitute equivalent services.

The contractor is not entitled to take part, directly or indirectly, in the performance of services performed at his own expense and risk. It must, however, provide any information collected and means implemented in the context of the execution of the initial contract and which would be necessary for the performance of this contract by the third party designated by the contracting authority.

The increase in expenses, compared to market prices, resulting from the provision of services at the expense and risk of the holder is borne by the holder. The decrease in expenses does not benefit him.

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 performance of services at the end of each of these technical parts without compensation.

By derogation to article 22 of the CCAG PI, in the case where the stoppage of the performance at the end of a technical part is temporary, it does not entail the termination of the contract. In other cases, the judgment entails termination of the contract. The decision made specifies whether the judgment is temporary or permanent.

1. Admission – Mission Completion

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

The deliverable will only be validated by a decision of the Contracting Authority

1. Insurance – Liability

In accordance with Article 9 of the CCAG PI, the Holder must take out insurance to ensure his liability towards the Contracting Authority and third parties, victims of accidents or damages caused by the performance of services.

The holder must prove, within 15 days of notification of the contract and before it is carried out, that he holds such insurance contracts by means of a certificate establishing the extent of liability guaranteed.

At any time during the execution of the contract, the holder must be able to produce this fifteen days from receipt of the request. certificate, upon request by the buyer and within a period of

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 be applicable to the market.

* 1. Results regime

By derogation to article 35 of the CCAG PI, the Awarding Authority provides for the following conditions:

* + 1. Assignment of copyright

The Holder assigns to the Contracting Authority, on an exclusive basis, the rights to the Service, as well as any element that is partially or fully constitutive thereof. It irrevocably assigns to the Contracting Authority, on an exclusive basis for the whole world and for the legal duration of the copyright, the exploitation rights, of representation and reproduction and adaptation for commercial and/or non-commercial purposes that he holds or will hold on the reports, works, studies and documents carried out under the Service (hereinafter the "Transfer").

More precisely, the Assignment includes the rights:

* to use, reproduce, preserve, distribute, communicate, execute, translate, exploit, broadcast, represent the Service;
* for promotional, commercial or non-commercial, public or private purposes and in particular but not exclusively on the occasion of exhibitions, information operations or public relations);
* in a partial or integral manner on any medium, current or future, and in particular paper, optical, digital, magnetic or any other computer, electronic or telecommunication medium.

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

The Service Provider also acknowledges 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. Guarantees of the Transfer

For the entire duration of the Transfer, the Holder (i) undertakes not to distribute the Service under any medium whatsoever without the agreement of the Contracting Authority and (ii) guarantees the peaceful enjoyment of the ownership of the rights thus transferred to the Contracting Authority against any disturbance, claims and evictions of any kind whatsoever. He guarantees in particular that he has duly acquired all the rights, notably intellectual property rights, necessary for the Transfer.

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

The Holder guarantees that the Service does not contain anything that could constitute a violation of the laws and regulations in force, particularly with regard to defamation and insult, privacy and image rights, breach of morality, counterfeiting or plagiarism.

* + 1. Remuneration of the Transfer

The price of the Transfer is definitively included in the remuneration of the Contract. The Account Holder acknowledges that they are aware of it and will not be able to claim any additional amount under the Transfer.

1. Additional clauses
   1. Receivership or judicial liquidation

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

The contract holder shall immediately notify the contracting authority of the judgment instituting judicial reorganization or liquidation. The same applies to any judgment or decision likely to have an effect on the performance of the contract.

The contracting authority sends a formal notice to the administrator or liquidator asking if it intends to demand performance of the contract. In the event of judicial reorganization, this formal notice is addressed to the holder in the case of a simplified procedure without an administrator if, pursuant to Article L627-2 of the Commercial Code, the judge has expressly authorized him/herhere to exercise the option open in article L622-13 of the Commercial Code.

In the event of a negative response or failure to respond within one month from the date of sending the formal notice, termination of the contract shall be pronounced. This period of one month may be extended or shortened if, before the expiry of said period, the judge-commissioner has granted an extension to the administrator or liquidator, or has set a shorter period for him.

The termination takes effect on the date of the decision of the administrator, liquidator or holder to waive the performance of the contract, or at the expiration 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 insurance related to the Service will be borne by the Provider. The Service Provider declares that he will subscribe and maintain, and ensure that his Staff has insurance covering all risks related to the performance of the Service. The Service Provider will provide AFD, at its request, with the corresponding insurance certificate(s).

The Service Provider declares:

* that it has obtained from the competent authorities all the necessary authorizations to exercise its activity.
* that he has all the necessary authorizations for the validity of the Contract and the execution of the obligations arising from it;
* that the Staff is 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 Labor Code, the Service Provider must provide upon signing the Contract, then regularly depending on the validity period of each document, the following documents:

* The valid document attesting to 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 civil and/ or professional liability insurance certificate.
* The nominative list of foreign workers outside the EC or posted, jobs by the structure or failing that a sworn statement of non-employment of foreign workers outside the EC.

These documents must be provided and kept up to date in the PROVIGIS tool – tool for collecting certificates that the Contracting Authority has adopted.

* + 1. Obligation of confidentiality

The Holder, acting both for himself and on behalf of the Staff whom he guarantees, undertakes, during the term of the Contract and for a period of five (5) years following the end of the Contract, that the Confidential Information:

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

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

The Holder therefore undertakes not to disclose, directly or indirectly, in part or in full, the Confidential Information without the express prior 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 on the missions entrusted to it without prior, express and written authorization from the Contracting Authority.

At the end of the contract, the Account Holder undertakes to return the documents provided in full.

* + 1. Powers of the Holder

The Holder does not have any power to act in the name and on behalf of the Awarding Authority or to engage the latter, except with an express and special mandate granted by the Awarding Authority on a case-by-case basis. The Contracting Authority remains 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 having committed any act likely to influence the competitive process and in particular that no Agreement has been entered into and will be entered into;
* what the negotiation, conclusion and execution of the Contract have not given, do not give and will not give rise to a Corruption Act and/or a Fraud Act.
  + 1. Social and environmental responsibility

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

* + 1. Personal data

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

Also, if applicable, the Holder undertakes to:

* not to use the Data for purposes other than those necessary for the implementation of the Service and not to make any copy of the Data other than strictly within the framework of the execution of the Contract,
* respect the principle of relevance and proportionality of the personal data processed and, consequently, to only collect/process the Data strictly necessary for providing the Services. In any event, the Holder undertakes to act only upon written and prior instructions from the Contracting Authority which may, spontaneously or at the request of the Holder, specify in writing the categories of personal data that may be subject to processing for the performance of the Service,
* not to proceed with any transfer of the Data to countries 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 Data Controller undertakes not to subcontract with third-party companies all or part of the Services involving participation in the implementation of Data processing, unless it has obtained the prior written agreement of the Contracting Authority. If the Contracting Authority accepts the proposed subcontract, the Data Controller undertakes to conclude with its identified subcontractor a contract containing the same obligations regarding the protection of Data as those currently agreed.

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

**Security, confidentiality and audit**

The Holder undertakes to treat the Data with the strictest confidentiality. The Data Controller manages, in order to meet the specific instructions of the Contracting Authority and, more broadly, the requirements for protecting Data against any unauthorized access, misuse, fraudulent use or loss. The Holder shall immediately inform the Contracting Authority if the measures implemented do not or no longer meet these requirements. the scope of his responsibilities, the internal organization of his company and defines the logical, physical and organizational measures to m

The Data Controller must immediately report to the Contracting Authority any control measures or access requests made by authorities duly authorised for this purpose, such as the CNIL services or the judicial police.

These obligations of confidentiality and data security remain valid after the end of the Contract as soon as the Holder continues to store or access the Data. These obligations will only end on the day when 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 Data Controller. The Contracting Authority is therefore authorized, directly or through any person it has appointed for this purpose, to:

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

The Contracting Authority may carry out an on-site inspection mission once a year, at the Holder’s premises, during normal office hours, without disrupting the operation of the Holder’s business. In addition to this annual control mission, the Contracting Authority may carry out any ad hoc control mission in case of a security breach at the Data Controller affecting the confidentiality, integrity or security of the Data, whether intentional or accidental, in particular any infringement, loss, theft, unauthorized access, disclosure, destruction, alteration of Data (hereinafter "Data Breach").

The Contracting Authority must comply with the Data Controller’s operational processes and provide a 72-hour notice prior to any visit, specifying the scope of the control, except for ad hoc controls following a Data Breach.

The Contracting Authority undertakes to make its best efforts to assist the authorised person during inspections and to allow him/her access to the premises as well as to the relevant equipment. The Data Controller undertakes to provide, at the request of the Contracting Authority, the information required for the purpose of allowing a control, on documents or on site, by the Contracting Authority on the conditions of implementation of the processing of the Data and to provide it with any related documentation.

**Notification of Data Breaches by the Holder**

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

In agreement with the Contracting Authority, the Data Controller shall promptly implement all appropriate measures to prevent any further Data Breach.

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

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 him with any assistance to enable him to make the said notification within the applicable deadline.

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

**Power of instruction of the Contracting Authority**

The Contracting Authority has extensive rights to give all instructions, in particular as regards the nature, importance and methods of processing the Data. The instructions given by the Contracting Authority must be in writing and cannot give rise to a request for additional remuneration by the Holder.

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

At the end of his mission, the Data Controller must, at the choice of the Contracting Authority, either hand over to the Contracting Authority the Data in its possession or delete them immediately and entirely, subject to the application of legal provisions preventing the complete deletion of Data. The same applies to copies for automatic backup purposes.

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

**Rights of data subjects**

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

**Formalities**

The Data Controller shall collaborate with the Contracting Authority and provide it with all necessary information so that it can establish and update the list of planned automated processing operations required prior to implementing the processing, including impact assessments, requests for authorization or prior consultation with the CNIL. by article 47 of the decree of October 20, 2005 or, more broadly, proceed to all fo

**Proof of compliance of the treatment**

The Data Controller undertakes to keep and make available to the Contracting Authority all relevant documentation proving that the processing of Data carried out by the Data Controller on behalf of the Contracting Authority has been carried out in accordance with the commitments made under the Contract as well as any specific instructions from the Contracting Authority.

The Holder undertakes to retain 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 procedures for implementing the processing of Data by the Data Controller. The Holder may nevertheless free himself in anticipation of this obligation by handing over said documentation to the Contracting Authority at the end of the Contract.

**Management of the Contracting Authority’s suppliers**

As part of the administrative management of its suppliers, the Contracting Authority implements a processing of personal data likely to concern the staff of the Holder, which therefore has, in application of the Data Protection and Freedoms Act, a right of access, rectification and opposition. These rights are exercised directly with the AFD Group’s Data Protection and Freedoms Correspondent, notably by email at the following address: informatique.libertés@afd.fr.

* 1. Obligations of the Contracting Authority

To enable the Holder to carry out his work, the Awarding Authority will ensure that:

* make available to the Holder all the elements it holds and necessary for the knowledge of the problem with a view to performing the Service;
* to facilitate the Holder’s contact with the persons of the Contracting Authority concerned by the Service.
  1. Miscellaneous

The Contractor may not transfer any of his rights and/or obligations under this contract without the express prior agreement of the Contracting Authority.

All notifications, reports and other communications relating to the Contract shall be delivered or sent to the respective domiciles of the Parties mentioned at the beginning hereof. They shall become effective upon receipt at such address or at any new address duly notified in writing to the other Party.

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

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

1. Audit

The Contracting Authority reserves for itself, or for the Autorité de contrôle prudentiel et de résolution (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the monetary and financial code for Services to be performed abroad or in the framework of ACPR’s cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public record authority and for 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 for performance of services and/or the performance of the contractor, as well as applicable regulatory requirements;
* Focus on personal data whose terms are specified in the article Personal data of this contract;
* Allow the exercise of the supervisory and resolution powers of the ACPR, as provided for in Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU.

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

Also, the contracting authority reserves the right to carry out so-called individual audits and penetration tests at the provider’s premises in order to evaluate the effectiveness of the measures and processes implemented in terms of cyber security and internal ICT security.

In the event of subcontracting, duly authorised by the contracting authority, the service provider shall ensure that the subcontractor grants 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 been completed, within a limit of five (5) years.

The Holder is informed by the Contracting Authority, the ACPR or third parties acting on their behalf of the control in writing one month before the triggering of the audit, unless it 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 who is not a competitor of the Holder and must sign a confidentiality agreement.

The Holder undertakes to collaborate with the Contracting Authority or its representative and with the ACPR and to facilitate their audit by providing them with all the necessary information and responding to all of their requests related 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 limits, the best way to achieve the above control within the authorized contractual limits of the authorized audit, the Holder will alert the Contracting Authority. The two parts rec

Throughout the duration of the Contract and during the period of tax prescription after its termination, the Contractor undertakes to make 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 establishment of these invoices.

These archives include (non-exhaustive list):

- The physical documents (paper, CD...),

- Electronic documents (emails and information stored in electronic databases)

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

The cost of this audit shall be borne by the contracting authority unless it reveals a failure on the part of the Data Controller.

1. Reversibility

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

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

Upon the termination of the Contract, for whatever reason, the Contractor shall keep at the disposal of the Contracting Authority any document that may be necessary in connection with the resumption of the service, whether to provide it itself or to entrust it to a third party.

At the request of the Contracting Authority, the Account Holder undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even occasional, formulated by the Contracting Authority or by the Account Holder designated by it.here to resume the service object of this Contract.

The Parties agree on the following provisions regarding reversibility assistance services provided by the Account Holder:

* if the reversibility results from a termination or cessation of the Contract, following a fault or a default by the Holder, or if it results from a non-renewal at any one of the deadlines of the Contract due to the Holder, the reversibility assistance services provided 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 as part of shared wrongs, the costs of assistance to Reversibility are shared by half,
* if the reversibility results from any other cause of interruption of this Contract, the reversibility assistance services provided by the Holder are invoiced to the Contracting Authority in full.

In this context, the Holder undertakes to:

* restore, in an integral, exploitable 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 purposes or for the benefit of third parties

The Holder undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in the event of insolvency, resolution or interruption of the Holder’s commercial activities. He will not sub-outsource the Service or transfer the data to a third party without the prior written agreement of the contracting authority and shall refrain from any measure having the effect of hindering the access of the contracting authority to the data belonging to it. In the event of a voluntary interruption of his commercial activities related to the Service, the Contractor undertakes to notify the Contracting Authority at least 3 times in advance and to ensure the reversibility of the outsourcing of the Service

1. Termination of the Contract

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

* 1. Termination at the fault of the holder

The Contracting Authority may, after unsuccessful notice within the set time limit, and subject to a notice of not less than fifteen (15) days, terminate the contract at the fault of the Contractor under the conditions laid down in Article 39 of the AGCC-IP.

More particularly, and in a non-exhaustive manner, the contracting authority reserves the right to terminate the contract in case of:

* non-executions or repeated poor quality executions of the expectations and operational requirements;
* repeated application of the penalties provided for in the Penalties article of this Contract, not followed by significant improvement;
* repeated findings of refusals or postponements of services, in application of the provisions for operations to verify and validate services in Article Admission - Completion of this Contract;
* non-compliance with the provisions of the appendix to this 'Security' Contract.

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

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

* the latter no longer has the mandatory certifications and approvals for carrying out the Service;
* When the processing, management or security of confidential information and personal or sensitive data presents weaknesses such as the integrity, security, confidentiality or fair treatment of this information and data appear to be compromised.

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

In case of termination for fault:

* Articles 27 and 39 of the CCAG PI are applied with the following details: the contracting authority may have a third party perform the services provided for by the contract at the costs and risks of the holder under the conditions defined in Article 27 of the CCAG PI. The termination decision will expressly mention it;
* The Holder is not entitled to any compensation;
* By derogation and in addition to Articles 39 and 41.3 of the CCAG PI, the portion of the services already completed by the holder is remunerated with a 10% reduction.
* The Contractor shall compensate the contracting authority for all costs and/or damages incurred and prejudice suffered by the contracting authority as a result of the termination of the contract directly or indirectly, and in particular where applicable, the costs borne by the contracting authority as a result of the replacement of the Holder by a new service provider.

In the event of termination pursuant to Article L2195-4 of the Public Procurement Code, the equivalent offences provided for by the legislation of another State outside the European Union shall also be applied.

In addition to article 39 of the CCAG PI, in case of non-production within 8 days of the acceptance of a subcontractor of second rank and above presented by the subcontractor of rank 1 and above, the personal and joint guarantee guaranteeing the payment of all amounts due by them to the subcontractordealing with second rank and above, and after formal notice from the subcontractor of rank 1 and above and the holder of the contract, remained without effect within a period set at 8 days, the contract will be terminated to the wrongs of the holder without the latter being able to claim compensation and, if applicable, with execution of the services at his/her own expense and risk.

* 1. Termination for reasons of general interest

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

* 1. Termination for non-compliance with formalities relating to the fight against illegal work

In accordance with articles L 8222-1 and D 8222-5 of the Labor Code and article 15.2 «Declaration of the provider», the Provider must provide upon signing the Contract, then regularly depending on the validity period of each document, the documents every six (6) month, and until the end of the execution of the Contract the following documents:

* a certificate of provision of social declarations issued by the social protection body responsible for collecting social contributions, incumbent on the Service Provider and dated to indicate the payment of social security contributions which must appear the identification of the company, the number of employees employed and the compensation base declared on the last summary of social security contributions sent to the collection agency; less than six (6) months; this certificate must
* an extract from the registration in the Trade and Companies Register] or [a copy of the identification card justifying the registration in the trades directory] or [a receipt for the filing of the declaration with a business formality center];
* a sworn certificate drawn up 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 Labor Code, AFD reserves the right to impose a penalty on the Service Provider who does not comply with the formalities mentioned in Articles L 8221-3 to L 8221-5 of the labor code relating to work concealed by concealment of activity and concealment of salaried employment.

Without prejudice to articles L. 8222-1 to L. 8222-3, any legal person under public law having contracted with an enterprise, informed in writing by a control agent of the irregular situation of this enterprise with regard to the formalities mentioned in articles L. 8221-3 and L. 8221-5, immediately enjoins this company to put an end to this situation without delay. The undertaking thus given formal notice shall, within a period of two months, provide the public person with proof that it has put an end to the delictual situation. Failing this, the contract may be terminated without compensation, at the contractor’s expense and risk. The public legal person shall inform the reporting agent of the action taken by the company in response to his/her request. In the event of failure 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 termination of the tortious situation has not been provided to him within a period of six months following the formal notice, the public law legal person is jointly and severally liable with its contracting party for the payment of the amounts mentioned in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3.

1. Disputes

In case of disputes between the parties, Article 43 of the CCAG PI will be applied.

French law is the only applicable law.

In case of dispute, the competent court is the Administrative Tribunal of Paris.

1. Provisions applicable in the case of a foreign holder

French law is the only applicable to this contract.

All reports, documentation and correspondence relating to this contract must be written in French, or may be written in English with the agreement of the Contracting Authority.

1. Derogations from general documents

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

1. Acceptance of the advance

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

Sole holder or representative: Refuses to receive the advance

 Agrees to receive the advance

The candidates' attention is drawn to the fact that if no choice is made, the contracting authority will consider that the undertaking refuses to receive the advance.

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

The advance will be paid and absorbed under the conditions set by the article Advance of this Contract which also determines the guarantees to be implemented by the company(ies).

1. Signature of the candidate

The candidate is reminded that the signing of 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 entire purchasing process and contractual relationship with the AFD group.

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

Made in a single original

A:

The

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

1. Acceptance of the offer by the Contracting Authority

The subcontractors proposed in the subcontracting acts attached to this Contract are accepted as being entitled to direct payment and the indicated payment conditions are approved.

Is accepted this offer to be considered as a deed of engagement.

A

The

The Contracting Authority

1. Annex: Subcontracting declaration

Annex to the Single Contract (CU)

Contracting Authority: French Development Agency

* Designation of the buyer:

* Person authorized to provide information regarding pledges or assignments of debts:

Purpose of the framework agreement

**Technical support to BRDE (Regional Development Bank of Brazil’s Southern region)**

Lot n° 1 – Support to BERD’s sustainable finance practices

Lot n° 2 – Support to BERD’s Asset and Liability Management

Lot n° 3 – Support to BERD’s gender approach

Purpose of the subcontractor’s declaration

This subcontracting declaration constitutes:

 A document attached to the tenderer’s offer.

 A special act accepting the subcontractor and approving its payment terms *(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

Commercial name and corporate name of the unit or establishment that will perform the service, postal address and registered office (if different from the postal address), e-mail address, telephone and fax numbers, SIRET number:

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

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

Identification of the subcontractor

Commercial name and corporate name of the unit or establishment that will perform the service, postal address and registered office (if different from the postal address), e-mail address, telephone and fax numbers, SIRET number:

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

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

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

 YES NO

Nature of the subcontracted services

**Nature of the subcontracted services**:

**Subcontracting of personal data processing:**

*(To be completed if applicable)*

The processor is entitled to process personal data necessary for the provision of the following service(s): ...............

The duration of the treatment is: ..............

The nature of the operations performed on the data is: ………………….

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

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

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

The bidder/holder states that:

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

 The subcontracting agreement incorporates the mandatory clauses provided for in Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of 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 benefits**:

In the case where the subcontractor is entitled to direct payment, the amount of the subcontracted services indicated below, adjusted if necessary by applying the price variation formula indicated below, constitutes the maximum amount of the sums to be paid by direct payment to the subcontractortreating.

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

- VAT rate: …………………………………..

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

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

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

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

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

**Terms of price variation**:

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 condition

Bank references:

(Attach an IBAN)

IBAN:

BIC:

The subcontractor requests an advance:

 YES NO

Capabilities of the subcontractor

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

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

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

- Internet address:

- Information required to access it:

Certificates on the honor of the subcontractor regarding the exclusions from the procedure

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

In order to certify that the subcontractor is not in one of these instances of prohibition from bidding, check the following box: 

(\*) Where an economic operator is, during the procurement procedure, placed in one of the exclusion cases 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 French Public Procurement Code, he informs the buyer without delay of this change of situation.

(\*\*) In the event that the subcontractor is admitted to the insolvency proceedings, his attention is drawn to the fact that he must prove that he has been authorised to continue his activities for the foreseeable duration of the public contract.

**Evidence documents available online:**

Where applicable, the internet address to 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 required to access it:

Assignment or pledge of claims resulting from the public market

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

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

As a result, the holder produces with the DC4:

 The single copy or certificate of transferability of the public contract that has been issued to it,

OR

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

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

 The holder requests the modification of the single copy or the certificate of transferability, 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 certificate of assignment that has been submitted for an assignment or a pledge of receivables and cannot be returned, the holder justifies either that the assignment or pledge of claims 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 release from the beneficiary of the assignment or pledge of claims resulting from the contract which is attached to this document.

Acceptance and approval of the subcontractor’s payment terms

A …………………. , the ………………………… A …………………. , the …………………………

The subcontractor: The bidder or holder:

………………………… …………………………

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

A , the …………………………..

The buyer’s representative:

Notification of the special act to the holder

**In case of sending by registered letter with acknowledgment of receipt**:

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

**In case of delivery against receipt**:

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

A ………………………. , the ……………………………..

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

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

*Fill out a copy by co-processor:*

Business name and legal name of the applicant:

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

Address of the establishment:

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

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

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

Address of the registered office: *(if different from the establishment)*

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

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

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

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

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

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

N° SIRET : ................................................ APE : ................................................

Intracommunity VAT number: ...........................................................

Agree to receive the advance:

 Yes

 No

Bank references:

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

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

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Designation of the company | Services concerned | Amount  Excluding tax (€) | VAT rate | Amount including tax (€) |
| Corporate name: .............  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Corporate name: .............  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Corporate name: .............  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Corporate name: .............  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
| Corporate name: .............  ...…………………………………...  ...…………………………………...  ...…………………………………...  ...…………………………………...  ..................................................... |  |  |  |  |
|  | *Totals* |  |  |  |

1. Appendix: Pledge or assignment of receivables

 **Certificate of cessibility** established (1) on the date of ………………………….. to ……………………………………

**OR**

 **Copy issued in a single copy** (1) to be handed over to the credit institution in case of assignment or pledge of claim for:

1 The entirety of the framework agreement whose amount is *(indicate the amount in figures and letters)*: ……………………………………………………………………………………………………………

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

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

2 The totality of PO No.………………………………… pertaining to *the framework agreement (indicate amount in numbers and letters)*:

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

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

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

3 The part of the services that the contractor does not intend to entrust to subcontractors benefiting from direct payment is assessed at *(indicate in figures and letters)*: ……………………………………………………………………………………………………………

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

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

4 The part of the benefits assessed to *(indicate the amount in figures and letters)*: ……………………………………………………………………………………………………………

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

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

and to be executed by

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

in the capacity of:

 member of a business group

 subcontractor

|  |
| --- |
| A …………………………………………….. le …………………………………………….. |
| Signature (2) |

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

(2) Original date and signature

1. Annex - GDPR

**ARTICLE XXX - PROTECTION OF PERSONAL DATA**

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

**a) Obligations of the Service Provider vis-à-vis AFD**

The 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 AFD. If the Service Provider considers that an instruction constitutes a violation of the Regulation or any other provision of Union law or the law of the Member States relating to data protection, it shall immediately inform the AFD thereof;
* Not to carry out any transfer of the Data outside the European Economic Area, within the meaning of the applicable regulations, unless AFD’s express prior consent is obtained;
* Implement all appropriate measures to ensure 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 from them, whether they are private, public, physical or legal persons;
* Do not make any copies of the Data except as necessary for the performance of its functions. If applicable, delete all copies made at the end of the Service;
* Immediately notify AFD of any incident found to potentially constitute a data breach, within the meaning of applicable regulations. This notification will be made at the following address: [**#DPO\_notification@afd.fr**](mailto:#DPO_notification@afd.fr)

This notification must be accompanied by any relevant information in order to allow AFD, if necessary, to notify the competent supervisory authority of this infringement.

* Ensure that the 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 on personal data protection
* commit to respecting the AFD’s safety instructions

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

**b) Description of the processing in which the Provider participates as part of the service**

Nature of the operations carried out on the Data:

*[Remove, from the following proposals, 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, approximation or interconnection, limitation, erasure or destruction]*

Purpose(s) of the processing:

*[Complete with the objectives pursued by the treatment in question]*

Categories of personal data processed:

*(Check the relevant boxes)*

☐Civil status, Identity, Identification data

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

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

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

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

☐Location data (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) Power of instruction of the AFD**

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

**d) Information of the persons concerned**

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

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

* Followed by the mission that may be entrusted to him/her
* Assessment of the quality of the service provided
* Constitution and exploitation of a file listing the providers to which AFD resorts

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

1. For companies in the process of registration or when the Service Provider is not required to register with the trade and companies register or the trades directory. [↑](#footnote-ref-1)
2. To be inserted if the Service Provider employs employees for a period exceeding one month [↑](#footnote-ref-2)