

PROCUREMENT CONTRACT

☒ SERVICE – ☐ SUPPLIES

NUMBER: 25-MR8016

OBJECT OF THE CONTRACT:

Procurement of virtual reality equipment to provide training to young beneficiaries of the LAMARR Project.

MAXIMUM AMOUNT OF THE CONTRACT:

The amount of the lump sum part : (\$USD) (EUR)

The maximum amount of purchase order item is \$USD 18,500.00 (15844.46 EUR)

AWARD DATE:

This contract is subject to the French Public Procurement Code in its latest version in force as enacted by [Order No. 2018-1074 issued on 26 November 2018](#) and its Implementation [Decree No. 2018-1075 issued on 3 December 2018](#) constituting the regulatory aspects of the Public Procurement Code (“CCP”).

It is awarded by means of:

Adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 of CCP

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SPECIAL CONDITIONS – COMMITMENT PROCEDURE

Between:

EXPERTISE FRANCE SAS

40, boulevard de Port Royal - 75005 PARIS, France

A simplified joint-stock company with share capital of €828,933 registered under the following numbers:

- SIRET no.: 808 734 792 00035
- Intra-community VAT number: FR36 808734792

Represented by Mr Jérémie PELLET, Managing Director,
of the first part,

and:

CO-CONTRACTING PARTY'S NAME

(Hereafter the "CONTRACTOR")

- Registered office address:
- Registration number at the trade and companies registry:
- Intra-community VAT no. (as applicable):

Represented by:
of the second part,

(Hereafter referred to collectively as the "PARTIES")

Whereas:

In the context of the technical assistance project, hereafter the "MAIN CONTRACT" N° LA/2024/454-290 signed on to 23/12/2023 between *EUROPEAN UNION* and *EXPERTISE FRANCE*, covering ""LAMARR - Digital Skills Project for Young People in Vulnerable Situations in El Salvador" *EXPERTISE FRANCE* asks the CONTRACTOR, which accepts the same, to perform the services and deliver the services under the CONTRACT as set out in the attached technical annex entitled "Specifications".

In the light of the foregoing, the following is agreed:

ARTICLE 1: OBJECT OF THE CONTRACT

The object of this contract (hereafter the “CONTRACT”) is “Procurement of virtual reality equipment to provide training to young beneficiaries of the LAMARR Project, through the use of virtual reality technology, with the aim of developing technical and transversal skills that facilitate their entry into the labor market.”

ARTICLE 2: CONTRACTUAL DOCUMENTS

The CONTRACT is composed of the contractual documents set out below in decreasing order of priority:

1. This document and its annexes:
 - Annex 1 attached: Specifications.
 - The Code of Conduct of EXPERTISE FRANCE (available at <https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568>);
 - The purchase orders are placed under the CONTRACT (see Annex 2, attached: purchase order model).
2. CCAG - General administrative clauses applicable to public procurement for [day-to-day supplies and services approved under the Order of 30/03/2021, subject to the exceptions set out in the CONTRACT.
3. The CONTRACTOR’S bid dated XX/XX/XXXX
4. Etc.

These documents constitute the entirety of the agreement between the PARTIES with regard to the CONTRACT. They supersede all verbal and written communications, procedures, agreements, commitments, guarantees and settlements referring to its object and facts that may have been made by or on behalf of a PARTY to the other PARTY before the notification date. These documents are acknowledged by the Parties to represent the sole and complete expression of the terms of their agreement.

Without prejudice to the general rules applicable to administrative contracts, any modification to the CONTRACT or the waiver of any right resulting from the CONTRACT must be covered by an amendment signed by a duly authorised representative of each PARTY.

ARTICLE 3: GENERAL CHARACTERISTICS OF THE CONTRACT**Form of the Contract**

The CONTRACT is a mixed public contract: it contains one one-off element and an order-based element defined as follows:

Fixed-price element	Virtual reality equipment
Order-based element	Training program for trainers in the use of virtual reality equipment and platform.

“Purchase order” items are defined by Articles R. 2162-13 and R.2162-14 of the CCP and are executed as and when said purchase orders are issued.

Term of the Contract

The term of the CONTRACT is 24 months from its award to the CONTRACTOR by EXPERTISE FRANCE

The CONTRACT shall expire after all services/supplies have been delivered by the CONTRACTOR and all rights and obligations of the Parties resulting from the CONTRACT have been extinguished. If all or some of the services/supplies remain outstanding by the specified period, the CONTRACTOR must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

The term of the CONTRACT is the period during which purchase orders may be issued under the CONTRACT. The execution deadline for the services/supplies of the CONTRACT will be stated in each purchase order. The execution deadline will commence from the purchase order issue date.

Commencement and deadline of service provision and supply delivery

The supply delivery deadline of virtual reality equipment under this CONTRACT is 60 days from the award date of this CONTRACT. Date specified in the service commencement order notified to the CONTRACTOR will be specified in each purchase order

If all or some of the services/supplies remain outstanding within the specified deadline, the CONTRACTOR must immediately take all necessary steps to complete delivery without being able to claim any remuneration in this regard.

Procedure for the issuance of purchase orders

Purchase orders will be issued by EXPERTISE FRANCE as and when the need arises:

Each purchase order will be issued by e-mail to the CONTRACTOR in the format specified in annex to the CONTRACT and will clearly state:

- The reference number of the CONTRACT and of the MAIN CONTRACT;
- A description of the service ordered;
- The amount of the purchase order and its breakdown (quantity ordered x unit price);
- The place of execution;
- The duration of execution.

Purchase orders will be issued by e-mail to the CONTRACTOR.

ARTICLE 4: FINANCIAL PROVISIONS

Amount of the Contract

ITEM	AMOUNT
Fixed-price element (Virtual reality equipment)	\$USD exc. VAT.
Maximal amount of the order-based element (Training program for trainers in the use of virtual reality equipment and platform)	\$USD 18,500.00 exc. VAT.

MAXIMUM AMOUNT OF THE CONTRACT (FIXED-PRICE ELEMENT + ORDER-BASED ELEMENT)	\$USD exc. VAT.
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The maximum amount of the CONTRACT corresponds to the sum of the prices of all fixed-price items and of the minimum amount of the purchase order element.

The Maximal amount of the order-based element is \$USD 18,500.00 exc. VAT. **(15844.46 EUR)**

The lump sum part corresponds to the amount that EXPERTISE FRANCE undertakes to pay, after validation, without reserve of all the supplies and/or services expected (excluding the purchase orders). As the price is fixed, it includes all the costs linked to the execution of the services and/or the delivery of the corresponding supplies.

The purchase order-based element of the CONTRACT does not include any minimum amounts. EXPERTISE FRANCE is therefore not committed to any minimum order level under the CONTRACT for purchase order items.

The amount of each purchase order corresponds to the amount EXPERTISE FRANCE undertakes to pay after all services/supplies due under the CONTRACT have been accepted without reservation. This amount is calculated on the basis of the unit prices stated in the unit pricing schedule below, applied to the quantities ordered. It includes all costs relating to the corresponding service provision and/or delivery of supplies.

Expenditure categories of the purchase order item X	Unit prices \$USD exc. VAT
Training service per hour with a maximum of 96 hours	
Curricular adaptation service per hour with a maximum of 80 hours	

Provision of hourly mentoring services for trained instructors with a maximum of 200 hours	
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Form of prices

Prices are firm and non-modifiable.

Advance

An advance of 25% of the amount of Virtual reality equipment is granted to the CONTRACTOR from the award date of the CONTRACT.

Any renewal of the CONTRACT execution period will not establish entitlement to any additional advance.

The advance must be repaid in full once the aggregate amount of payments reaches 60% of the price of the item.

Payment procedure

Partial definitive payments/balance

For the virtual reality equipment: 75% of the total amount for virtual reality equipment will be granted once the equipment has been delivered.

For the part of the contract activated through PO: Each purchase order gives rise to a partial definitive payment corresponding to the balance, to be carried out after receipt and final acceptance of all corresponding services and supplies.

Payment terms and late payment interest

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

Overall payment terms for monies due under the CONTRACT are thirty (30) days maximum from the date of receipt of the complete invoice, including all supporting documentation, or the date of service/supply acceptance if this date is later. Any missing document will prevent payment.

If these payment terms are not respected, EXPERTISE FRANCE will pay late payment interest to the CONTRACTOR pursuant to Article R. 2192-10 et seq. of the CCP on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus eight percentage points.

The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

Presentation of payment demands

In addition to the legal notices (intracommunity VAT no.), invoices relating to the CONTRACT must contain the following information:

- Company name, address and registered office of the CONTRACTOR;

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- Registration number of the CONTRACTOR (SIRET or equivalent);
- Bank account details;
- The code of the department acting as specifying department (stated in the article entitled Contact person and communication);

DEPARTEMENTS - DO	CODE SERVICE	DEPARTEMENTS DFT + DG	CODE SERVICE
Capital humain et Développement social	CHDS	Affaires Financières	AFFG
Développement durable	DDU	Moyens Généraux – Fonct.	MGFG
Gouvernance démocratique et droits humains	GDDH	Moyens Généraux –Invest.	MGINV
Gouvernance économique et financière	GEFI	Ressources Humaines	RHFG
Jumelages et activités bilatérales des admin.	JUM	Services Informatiques – Fonct.	SIFG
Paix, Stabilité et Sécurité	P2S	Services Informatiques –Invest.	SIINV
Relations experts	REX	Direction des fonctions transversales	DFT
Santé	SAN	Communication	COM
DO – Fonctions centrales	DO	Sureté	SUFG

- Reference number of the CONTRACT;
- The reference and title of the cooperation project concerned (if applicable);
- Clear and accurate description of the equipment/supplies sold and/or services performed;
- If the CONTRACTOR's bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the third-party form duly completed in all cases.

Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of EXPERTISE FRANCE on behalf of which the CONTRACT has been placed.

If the CONTRACTOR is not obliged to forward invoices via Chorus, it may submit its invoices to the contact person stated in the article entitled Contact person and communication.

Invoices for advances must be accompanied by the corresponding supporting documentation validated by EXPERTISE FRANCE.

Invoices for balances (partial definitive payments) must be accompanied by a copy of the acceptance decision for the corresponding services and/or supplies.

Any missing document will prevent payment.

Bank transfer

Payment for invoiced services/supplies will be made to the bank account identified in the third-party sheet.

Payment is always made out in the name of the issuer of the invoice or of the expense reimbursement request.

Value added tax (VAT)

The CONTRACTOR must state the VAT rate applicable to the transaction or, as applicable, its VAT

exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

Any CONTRACTOR benefitting from exemption must state “VAT exempt” in accordance with the rules that apply to it.

Taxes and duties

The CONTRACTOR shall be directly responsible for all taxes and duties that may be levied against it under the CONTRACT, both in the country of its registered office and in those of project implementation.

ARTICLE 5: INSPECTION AND ACCEPTANCE ACTIVITIES

Inspection activities

Inspection activities will be carried out for services and supplies as set out in Chapter 5 of the CCAG-FCS. By way of derogation from Article 23 of the CCAG-FCS, inspection activities will be carried out by:

- the Alliance Coordinator, Gabriela ALBERTO
- the Project Director, Ivan SEASSAL

Acceptance of services and supplies

By way of derogation from Article 25 of the CCAG-FCS, acceptance activities will be carried out by:

- the Thematic Unit Director, Violaine GAGNET
- the Project Director, Ivan SEASSAL

Any lack of response from EXPERTISE FRANCE shall not equate to tacit acceptance of services or supplies.

ARTICLE 6: SPECIFIC TERMS OF EXECUTION

Deliverables table

Deliverables		
Periodic deliverables		
Item	Deliverable	Deliverable submission deadline
1	Detailed report of the activities carried out in the training program, including the training services provided and their duration in hours, the curricular adaptation services and their duration in hours, and the support service for trainers in hours, as well as the topics developed in the training, and the number of people trained, and institutions trained.	15 days after the end of the training activity by institution detailed in every purchase order
Final deliverables		
Item	Deliverable	Deliverable submission deadline
2	Eight (8) Virtual reality headsets designed for use in	60 days after signing the

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	educational environments	contract
3	Sixty (60) standalone virtual reality headsets for technical training, mixed reality, and Entertainment.	60 days after signing the contract
4	Sixty (60) Technical training software based on 3D simulations and virtual reality, designed to train in technical areas, compatible with virtual reality viewers offered lasting two years.	60 days after signing the contract
5	Four (4) Licenses designed to facilitate career exploration through virtual reality (VR) simulations and mobile experiences compatible with the VR headsets offered lasting two years.	60 days after signing the contract
6	Two (2) Licenses that allow access to educational resources in virtual and augmented reality, aligned with school curricula and compatible with the virtual reality headsets offered lasting two years.	60 days after signing the contract

Expert in charge of the assignment

The assignment must be performed by one or more designated experts whose CV must be appended to the CONTRACT.

The CONTRACTOR may therefore not replace any designated expert for the delivery of the services attributed to said expert, unless with prior written approval from EXPERTISE FRANCE.

Place of execution

The services will be performed in El Salvador, San Salvador

Delivery

Supplies shall be delivered at Calle La Mascota, Pasaje N° 2 Casa 159, San Salvador, El Salvador, CA, DDP

¹.

The CONTRACTOR shall notify EXPERTISE FRANCE of the exact delivery date at least 15 calendar days in advance. Deliveries may be made on any business day during normal working hours, at the agreed place of delivery.

Each delivery shall be accompanied by a delivery note in duplicate, duly signed and dated by the CONTRACTOR or its carrier, giving the purchase order number and particulars of the supplies delivered. One copy of the delivery note shall be countersigned by EXPERTISE FRANCE and returned to the CONTRACTOR or to its carrier.

Signature of the delivery note by EXPERTISE FRANCE is simply an acknowledgment of the fact that the delivery took place and in no way implies conformity of the supplies with the purchase order.

Conformity shall be declared only where the conditions laid down in the CONTRACT and in the purchase order are satisfied and the supplies conform to the tender specifications (Annex I).

Where, for reasons attributable to the CONTRACTOR, EXPERTISE FRANCE is unable to accept the supplies, the

¹ Incoterms 2010 of the International Chamber of Commerce are the legal clauses covering the delivery of supplies, transfer of risk and insurance (the clauses are available for sale at <http://www.iccwbo.org/incoterms/>)

Contractor shall be notified in writing at the latest by the deadline for the declaration of conformity.

Conformity of delivered supplies:

- a) The quantity, quality, price, packaging and preparation of the supplies delivered by the CONTRACTOR to EXPERTISE FRANCE must conform with those specified in the CONTRACT and in the purchase order in question.
- b) The supplies delivered must:
 - 1) correspond to the description given in the tender specifications (Annex I) and possess the characteristics of the supplies provided by the CONTRACTOR to EXPERTISE FRANCE as a sample or model;
 - 2) be fit for any specific purpose required of them by EXPERTISE FRANCE and made known to the CONTRACTOR at the time of conclusion of the CONTRACT and accepted by the CONTRACTOR;
 - 3) be fit for the purposes for which supplies of the same type are normally used;
 - 4) demonstrate the quality and performance which are normal in supplies of the same type and which EXPERTISE FRANCE can reasonably expect, given the nature of the supplies and taking into account any public statements on the specific characteristics of the supplies made by the CONTRACTOR, the producer or its representative, particularly in advertising or on labelling;
 - 5) be packaged according to the usual method for supplies of the same type or, failing this, in a way designed to preserve and protect them.

Export control

The goods covered by this contract may be subject to export authorisation. The contractor undertakes to comply in all circumstances with the applicable export control regulations. The contractor shall submit to us the Export Control Classification Form (ECCF) duly completed and signed for each item. The Contractor shall inform the Buyer of any regulatory changes (classification/embargo) affecting the goods sold.

The execution of any export of classified military goods and their relates materiel, and/or dual-use goods, by the contractor (exporter) is conditional upon obtaining export authorisation and compliance with the associated conditions.

Language of the CONTRACT

This document is written in English, which shall be the reference language for any dispute that may arise regarding the meaning or interpretation of the CONTRACT, to the exclusion of any other language.

Commitments of the CONTRACTOR

The CONTRACTOR is subject to a performance obligation and therefore undertakes to:

- comply with the Specifications;
- immediately notify EXPERTISE FRANCE in writing of any communication or instruction relating to the services/supplies that it may receive from the CLIENT (beneficiary country or public entity) or from a third party, and not to comply with any such communication or instruction until having discussed the matter with EXPERTISE FRANCE and after receiving the latter's written authorisation;

- notify any difficulty it may encounter with the performance of its obligations under the CONTRACT;
- comply with all applicable laws and regulations of the country of delivery of the services/supplies and adopt an attitude and act vis-à-vis third parties in the interests of EXPERTISE FRANCE, such that EXPERTISE FRANCE cannot be reproached in this regard by the CLIENT, or by any person the latter may have designated;
- protect the interests of EXPERTISE FRANCE vis-à-vis the CLIENT;
- act as a loyal advisor vis-à-vis EXPERTISE FRANCE;
- present itself vis-à-vis the CLIENT, partners and local authorities as a CONTRACTOR engaged by EXPERTISE FRANCE;
- apply the undertakings of EXPERTISE FRANCE as expressed in its Code of Ethics, provided in Annex 5 of the Contract.

In the context of CONTRACT execution, the CONTRACTOR undertakes to:

- perform the services/supplies in a diligent, effective and economic manner, in accordance with generally accepted techniques and practices;
- employ appropriate modern techniques and safe and affective processes.

Confidentiality

The CONTRACTOR shall treat as private and maintain the confidentiality of all documents and information received or which it becomes aware of in the context of the PROJECT. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the CONTRACT.

In this regard, the CONTRACTOR undertakes:

- To protect and maintain the confidentiality of information considered or presented as such;
- To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
- only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from EXPERTISE FRANCE;
- to take all necessary steps such that its personnel and third parties involved in execution of the CONTRACT, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause;
- As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the CONTRACT, as soon as said confidential information is communicated to the aforementioned persons;
- to reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of service delivery, the CONTRACTOR may not disclose any element of the CONTRACT without prior written consent from the other party.

Provision of documents

EXPERTISE FRANCE shall ensure that the CONTRACTOR receives in good time all the documents (as set out below) required for delivery of the services/supplies:

- Curriculum of the training courses

Insurance

The CONTRACTOR shall take out, and maintain at its own expense, third-party and professional liability insurance policies covering the physical injury and material and consequential damage that may arise from delivery of the services/supplies.

The CONTRACTOR shall also take out, and maintain at its own expense, insurance policies covering its working accident and occupational illness liability with regard to its agents assigned to delivery of the services/supplies.

The CONTRACTOR must be able to produce on request by EXPERTISE FRANCE all certificates demonstrating its possession of the aforementioned policies.

Contact person and communication

All communication and notifications between the PARTIES under the CONTRACT shall take place in written form, either through the exchange of e-mails or via registered letter with acknowledgement of receipt, where the latter form is prohibited in certain cases under the CONTRACT, and shall be deemed to have been validly served from its receipt by the addressee.

All correspondence shall be forwarded, all carriage costs paid, to the following addresses:

For EXPERTISE FRANCE:	EXPERTISE FRANCE Mariam MASSOUD Capital humain et Développement social 40, boulevard de Port Royal F-75005 PARIS
For the CONTRACTOR:	To be completed by the CONTRACTOR

Each PARTY may modify its address at any time subject to notifying the other PARTY thereof in writing.

Understating against deforestation

Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:

- Meat;
- Eggs ;
- Dairy products ;
- Ready-made meals, margarine, spreads;
- Leather shoes ;
- Automotive upholstery ;
- Household and cleaning products ;
- Agrofuels ;
- Lumber ;
- Solid wood or particle;
- Fuels ;
- Paper ;
- Cardboard ;

- Textiles ;
- Coffee, chocolate ;
- Exotic fruits ;
- Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address : https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf

ARTICLE 7: RE-EXAMINATION CLAUSE

Under Article R.2194-1 et seq. of the Public Procurement Code, EXPERTISE FRANCE may amend the provisions of the CONTRACT subject to the following conditions:

- Substitution with a new pricing schedule if deletions, modifications or additions are made to the items in the initial pricing schedule, subject to approval by EXPERTISE FRANCE;

Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.)

Such modifications shall be notified to the Contractor: by simple exchange of correspondence via the secure platform PLACE, or via any means defined by EXPERTISE FRANCE guaranteeing full traceability of exchanges.

ARTICLE 8: SIMILAR SERVICES

Under Article R.2122-7 of the French Public Procurement Code, the CONTRACTOR may be awarded a contract for similar services to those of the initial contract without advertising or competitive bidding.

ARTICLE 9: PENALTIES

The amount of penalties will be applied within the calculation of the balance due under the relevant item or purchase order.

Penalties for periodic documentary deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €50 net per day of delay in the delivery of the periodic deliverables specified in Article 6 “Deliverables table” of the CONTRACT.

Penalties applicable to submission of final deliverables

By way of derogation from Article 14 of the CCAG, penalties are set at the fixed rate of €100 net per day of delay in the delivery of the final deliverables specified in Article 6 “Deliverables table” of the CONTRACT.

ARTICLE 10: INTELLECTUAL PROPERTY

Definitions

The Assignment provided for by this article requires definition of the following terms:

- “Result” means any intended outcome of the performance of the CONTRACT which is delivered and definitively accepted by EXPERTISE FRANCE;
- “Creator” means any natural person who contributed to the production of the result;
- “Pre-existing right” means any intellectual property right, including pre-existing technologies owned by EXPERTISE FRANCE, the CONTRACTOR or any third party with a prior interest in the order to be executed under the CONTRACT.

Ownership of results

The ownership of results, and the title to related intellectual and industrial property rights, including the solutions and technical information they contain, are entirely and irrevocably transferred to EXPERTISE FRANCE under the CONTRACT. This Assignment only covers the economic rights of creators under the conditions set out in Article 8.3 of the CONTRACT. The moral rights of creators are excluded. Such moral rights cover the disclosure, paternity and respect for the integrity of the results treated as a work within the meaning of the French Intellectual Property Code.

The aforementioned elements shall be deemed to be effectively transferred to EXPERTISE FRANCE after acceptance of the results delivered to it by the CONTRACTOR.

The payment of the price to the CONTRACTOR is deemed to include any fees payable to the Contractor in relation to the acquisition of rights by EXPERTISE FRANCE, notably all forms of exploitation of the results. The acquisition of such covers all territories worldwide.

Exploitation of results

By acquiring title to the results developed by the CONTRACTOR, EXPERTISE FRANCE becomes the holder of all economic copyright relating to such rights. In this regard, yet without the list being exhaustive, EXPERTISE FRANCE may exploit the results for the following purposes:

- internal exploitation:
 - o disclosure to its personnel;
 - o communication disclosure to persons and entities working for EXPERTISE FRANCE or cooperating with it, including contractors, subcontractors (whether legal or natural persons), EU institutions, agencies and bodies and member states' institutions;
 - o installing, uploading, processing, arranging, compiling, combining, retrieving, copying, reproducing in whole or in part and in unlimited number of copies.
- distribution to the public:
 - o in paper, electronic or digital format;
 - o on the internet as a downloadable/non-downloadable file;
 - o via display, radio or television broadcasting or any other transmission technique;
 - o otherwise in any form and by any method.
- modifications:
 - o modification of content, form or technique;
 - o addition of new elements of content and form;
 - o adaptation using new media;
 - o translation into any language;
 - o digitisation and computer processing.

Licensing of pre-existing rights

EXPERTISE FRANCE shall not acquire ownership of pre-existing rights. The CONTRACTOR shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to EXPERTISE FRANCE, which may use the pre-existing rights as set out in Article 8.3. Such licences shall become effective from the moment the results are delivered by the CONTRACTOR and accepted by EXPERTISE FRANCE. On delivery of the results, the CONTRACTOR may, as required, provide EXPERTISE FRANCE with a list of pre-existing rights and third parties' rights, including those of its personnel, of creators and of other right holders. The licensing of pre-existing rights to EXPERTISE FRANCE under the CONTRACT covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

Guarantees

When delivering the results, the CONTRACTOR shall warrant that they are free of rights or claims from creators and third parties, including in relation to pre-existing rights, for any use envisaged by EXPERTISE FRANCE.

On request from EXPERTISE FRANCE, the CONTRACTOR shall provide evidence of ownership or rights to use all the listed pre-existing rights and rights of third parties, except for the rights owned by EXPERTISE FRANCE.

Image rights

If natural, recognisable persons appear in a result or their voice is recorded, on request from EXPERTISE FRANCE the CONTRACTOR shall submit a declaration in which such persons (or of the persons exercising parental authority in case of minors) give their permission for the described use of their image or voice. This does not apply to persons whose permission is not required in line with the law of the country where photographs were taken, films shot or audio records made.

ARTICLE 11: TERMINATION OF THE CONTRACT**General terms of performance**

The CONTRACT is subject to the termination clauses as defined in Articles 29 to 36 of the CCAG.

By way of derogation from Article [40 of the CCAG PI] [42 of the CCAG FCS] [52 of the CCAG TIC], termination for reasons of general interest is not applicable to this contract. However, the parties agree on the possibility of terminating the contract by mutual consent.

In the event of early termination, the CONTRACTOR shall immediately return to EXPERTISE FRANCE all documents it may have received for the purposes of execution of the CONTRACT.

Termination of the Contract due to the non-availability of a designated expert

In the event of the non-availability of a designated expert, the CONTRACTOR shall notify EXPERTISE FRANCE thereof within 3 days and, within 14 days at the latest, propose the CV of a replacement expert of at least the same level or expertise. If these replacement conditions are not respected, EXPERTISE FRANCE may terminate the Contract due to fault on the part of the CONTRACTOR.

Regardless of the circumstances, should an expert remain unavailable for a cumulative duration of 4 weeks without a satisfactory replacement having been found, EXPERTISE FRANCE may automatically terminate the CONTRACT.

Termination for the non-availability of a designated expert shall not establish any entitlement to any form of compensation for the CONTRACTOR.

Procedure

Any termination decision shall be notified by EXPERTISE FRANCE to the CONTRACTOR by registered letter with acknowledgement of receipt. It shall state the effective date of termination.

ARTICLE 12: SAFETY AND SECURITY MEASURES AND RESPONSABILITIES

The CONTRACTOR is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present CONTRACT and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues.

In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, EXPERTISE FRANCE cannot be held responsible in any way whatsoever.

ARTICLE 13: ETHICS

The CONTRACTOR also undertakes to take note of the [EXPERTISE FRANCE CODE OF CONDUCT](#) and to comply strictly with it (the EXPERTISE FRANCE code of conduct is available on the agency's website: www.expertisefrance.fr).

Any breach to comply with the code of conduct may result in the termination of the CONTRACT and incur the liability of the CONTRACTOR.

ARTICLE 14: ADMINISTRATION OF PERSONAL DATA

Under Article 13 or Regulation (EU) no. 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 (GDPR), the CONTRACTOR is notified that personal data (notably name, first name and e-mail address) collected under this contract may be processed.

The legal basis under which such processing is performed are set out in c) and e) of Article 6.1 of the GDPR, namely:

- The processing is necessary in order to comply with a legal obligation by which EXPERTISE FRANCE is bound;
- The processing is necessary for performance of a public-interest assignment or which falls within the scope of the public authority entrusted to EXPERTISE FRANCE.

The purposes of the processing are as follows:

- Management and monitoring of this CONTRACT
- Management and monitoring of reports forwarded to donors and other supervisory authorities.

Recipients or category of recipients of the personal data are exclusively authorised personnel of EXPERTISE FRANCE, ministries and state operators and donors responsible for awarding and executing this contract, including any service providers assisting them with their activities.

Retention period: the data will be held throughout the execution of the contract, including the DUA (duration of administrative usefulness) applicable to the contract.

Under Articles 15 to 21 of the GDPR, persons whose personal data is collected enjoy a right of access, rectification and deletion with regard to such data. They also enjoy the right to restrict and refuse processing on legitimate grounds. The information and other rights of data subjects may be exercised by contacting the Data Protection Officer of EXPERTISE FRANCE (informatique.libertes@expertisefrance.fr).

Persons whose personal data is collected under this procedure may submit a complaint to CNIL.))

ARTICLE 15: DISPUTE RESOLUTION - APPLICABLE LAW

Any dispute between the PARTIES relating to the existence, validity, interpretation, execution, and termination of the CONTRACT (or any of its clauses) that the PARTIES cannot resolve amicably within 30 days of the notification of the dispute by the requesting PARTY to the other PARTY, shall be submitted to the competent court.

The applicable law for this CONTRACT is French law, to the exclusion of any other law.

ARTICLE 16: DEROGATION FROM THE CCAG

The following articles of this document derogate from the CCAG-FCS:

- article 5 derogates from article 28 and 15 of the CCAG;
- article 9 derogates from article 14 of the CCAG

ARTICLE 17: AUDIT

The CONTRACTOR may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present CONTRACT. This audit may be carried out by EXPERTISE FRANCE or by a third party appointed by EXPERTISE FRANCE and may not be refused by the CONTRACTOR. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the CONTRACTOR. Scheduled audits may be carried out periodically or spontaneously at the request of EXPERTISE FRANCE or a third party. In all cases, the CONTRACTOR will be informed at least 5 working days in advance.

The CONTRACTOR therefore undertakes to:

- Allow EXPERTISE FRANCE or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits;
- Submit documents relating to the performance of the present CONTRACT as well as any documents required by the auditors;

- Demonstrate transparency and respond to auditors' requests;
- Implement any corrective measures that may be necessary.

EXPERTISE FRANCE will notify the CONTRACTOR of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.

The CONTRACTOR also undertakes to allow EXPERTISE FRANCE, or any other third party mandated by EXPERTISE FRANCE, to carry out an investigation in the case of an allegation of a prohibited practice² relating to the present CONTRACT, under the conditions set out above.

The conclusions of the audit report will be sent to each of the PARTIES by any means deemed appropriate by EXPERTISE FRANCE.

The conclusions may prescribe the implementation of actions and a deadline for completion.

Any refusal by the CONTRACTOR to comply with the audit exercises and/or their conclusions gives as of right to EXPERTISE FRANCE the possibility to terminate the present contract without compensation.

ARTICLE 18: FINAL PROVISIONS

Declaration

The CONTRACTOR, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares:

- that no natural or legal person on whose behalf the CONTRACTOR is acting is subject to the prohibitions set out in Articles L. 2141-1 to L. 2141-6 and L. 2141-7 to L. 2141-11 of the French Public Procurement Code or any equivalent prohibition issued in another country;
- that the commitments made by the CONTRACTOR within the scope of the CONTRACT do not create a situation of conflict of interest that may affect the execution of the CONTRACT;
- that the CONTRACTOR have not committed any act that may influence the process of PROJECT implementation to the detriment of the Beneficiary, and notably that no Understanding has been, or will be, entered into;
- that the negotiation, award and execution of the CONTRACT has not given rise to, nor will do so in the future, any act of corruption as defined in the United Nations Convention Against Corruption dated 31 October 2003;
- accepts that the CONTRACT will be awarded in accordance with standard practices and in electronic format.

Furthermore,

The CONTRACTOR, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) certify that:

- they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;

² Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020>

- they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
 - for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/securitycouncil/content/un-sc-consolidated-list>;
 - for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>;
 - for France, see: <https://gels-avoirs.dgtresor.gouv.fr/List>;
 - for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
- they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market).

Finally, the CONTRACTOR, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.

They undertake to inform EXPERTISE FRANCE without delay of any change in our situation during the execution of the contract with regard to the present declaration.

PROCUREMENT CONTRACT – SPECIAL CONDITIONS/COMMITMENT PROCEDURE

FOR THE CONTRACTOR:

In....., on.....20....

Preceded by the handwritten words “Read and approved”:

Signature³:

Name:

First name:

Role:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In....., on.....20....

Signature⁴:

Name:

First name:

Role:

Done in one original copy retained by EXPERTISE FRANCE.

³ Date and original signatures

⁴ Date and original signatures

ANNEX 1: SPECIFICATIONS