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# Special Conditions Document

Courtesy translation

**Consultation Number :** [202500FCS091](#)

**Subject of consultation :** [Supply of spare parts for aircraft and simulators](#)

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## Article 1 - Identification

This framework agreement is issued by:

**National School of Civil Aviation (ENAC)**

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It is represented by its Director General or an authorized representative.

**Presentation of ENAC**

ENAC is the school of the Directorate General of Civil Aviation (DGAC).

ENAC offers :

- Various training programs in France and abroad: engineering, airline pilot, air traffic controller, civil aviation technician, flight dispatcher, post-master programs, etc.
- Continuing education or advanced training courses
- Research projects
- International activities that lead ENAC to host foreign students and trainees

ENAC consists of an administrative headquarters in Toulouse and 8 campuses, including one specialized in fleet maintenance. The school is geographically located on 9 sites:

- Southern and Southwestern zone: Montpellier, Carcassonne, Castelnaudary, Toulouse, Muret, and Biscarrosse
- Eastern zone: Saint Yan and Grenoble
- Île-de-France zone: Melun

## Article 2 - Purpose of the Framework Agreement

The purpose of the framework agreement is the supply of spare parts and equipment for aircraft and simulators.

The framework agreement concerns supplies.

CPV code for the consultation: Main value: **347310000 – Spare parts for aircraft**

## Article 3 - Lot division

The supplies are divided into the following lots:

**Lot 1:** Supply of airframe spare parts for BEEHCRAFT Baron 58 aircraft

**Lot 2:** Supply of airframe spare parts for SOCATA TB10 and TB20 aircraft

**Lot 3:** Supply of airframe spare parts for CEAPR CAP10 aircraft

**Lot 4:** Supply of airframe spare parts for DIAMOND DA40D and DA42TDI aircraft

**Lot 5:** Supply of engines and spare parts for CONTINENTAL AEROSPACE TECHNOLOGY JET-A (CDxxx for DIAMOND aircraft)

**Lot 6:** Supply of onboard equipment and spare parts for aircraft and simulators (excluding GARMIN brand) (Honeywell, UII, Becker, Mid Continent...)

**Lot 7:** Supply of onboard equipment and associated spare parts, exclusively GARMIN brand for aircraft and flight simulators. This lot includes the possibility of supply under the “Standard Exchange” formula

**Lot 8:** Supply of LYCOMING and CONTINENTAL (AVGAS) engines and their accessories and spare parts

**Lot 9:** Supply of HARTZELL, MAC-CAULEY, MT-PROPELLER, and SENSENICH propellers, associated accessories (governors...), and all related spare parts

**Lot 10:** Supply of airframe spare parts for ELIXIR aircraft

**Lot 11:** Supply of engines and spare parts for AUSTROENGINE engines

**Lot 12:** Supply of engines and spare parts for ROTAX 912IS engines

This document applies to all lots.

## Article 4 - Form and scope of the framework agreement

### 4.1 Type of framework agreement

The lots of the framework agreement are multi-award.

For each lot, the supplies are subject to a framework agreement with a maximum amount. These framework agreements will lead to the conclusion of subsequent contracts.

Subsequent contracts will be standard contracts.

The maximum amount for the total duration of the framework agreement per lot is:

Lot 1: €3,700,000 excl. VAT  
Lot 2: €3,000,000 excl. VAT  
Lot 3: €250,000 excl. VAT  
Lot 4: €1,000,000 excl. VAT  
Lot 5: €2,000,000 excl. VAT  
Lot 6: €300,000 excl. VAT  
Lot 7: €1,700,000 excl. VAT  
Lot 8: €2,300,000 excl. VAT  
Lot 9: €900,000 excl. VAT  
Lot 10: €3,000,000 excl. VAT  
Lot 11: €3,000,000 excl. VAT  
Lot 12: €3,000,000 excl. VAT

#### **4.2 Conditions for awarding subsequent contracts**

Subsequent contracts may be of two types:

- Normal request
- Urgent request: these requests will only be made in proven emergencies when an aircraft is grounded due to lack of spare parts (concept of “A.O.G.” – Aircraft On Ground – in aeronautics).

##### **4.2.1 Conditions of Re-Tendering**

During the validity period of the framework agreement, subsequent contracts are awarded after re-tendering among all holders of the framework agreement. This re-tendering takes place when the need arises under the following conditions. ENAC will send, on the same day, by email with acknowledgment of receipt, a request for quotation including several lines to all holders of the relevant lot.

By way of derogation from Article 3 of the reference CCAG, holders must systematically send the buyer, by return email, an acknowledgment of receipt of the request for quotation within 48 hours. Failing to send this acknowledgment, notification is presumed at the end of the indicated period.

This request for quotation will include all elements necessary for the holders to submit an offer under the best conditions:

- In the case of a normal request: the deadline for receipt of offers, the place of delivery, the delivery time.
- In the case of an urgent request: the deadline for receipt of offers, the place of delivery, the delivery time.

Each line of the request for quotation is analyzed individually. Consequently, each line results in a subsequent contract awarded according to the criteria set out in this CCP.

#### 4.2.2 Conditions for submitting offers

Holders must return their offer by email, to the address indicated by ENAC at the notification of the contract, using the ENAC file attached to the request for quotation. In the event of a change in reference or a shelf life of less than 80% of the product's validity period at the time of delivery, holders must indicate this in their response. ENAC will decide whether the change of reference or the reduced shelf life is acceptable and will then order the indicated reference.

#### 4.2.3 Conditions for opening bids

The confidentiality of responses is guaranteed by the application of a specific procedure for opening messages containing offers. In accordance with current regulations, opened offers will be archived electronically. Offers sent after the deadline specified in the request for quotation will be declared inadmissible and will not be examined.

#### 4.2.4 Diligence of holders

In the event of non-response, irregular, unacceptable, or inappropriate response to three successive subsequent contracts, a flat-rate penalty of €100 (incl. VAT) will be applied. In addition, the contracting authority may terminate the framework agreement against the defaulting holder..

#### 4.2.5 Award criteria for subsequent contracts

##### **Normal procedure:**

Subsequent contracts based on the framework agreement will be awarded following re-tendering among the holders as provided in this CCP. To select the most economically advantageous offer, ENAC relies on the following weighted criteria:

Criterion	Title	Weighting
Criterion No. 1	Price	90%
Criterion No. 2	Delivery time	10%

Offers will be ranked in descending order, and the highest-ranked offer will be selected.

**Urgent procedure:**

Subsequent contracts based on the framework agreement will be awarded following re-tendering among the holders as provided in this CCP. To select the most economically advantageous offer, ENAC relies on the following weighted criteria:

Criterion	Title	Weighting
Criterion No. 1	Delivery time	90%
Criterion No. 2	Price	10%

Offers will be ranked in descending order, and the highest-ranked offer will be selected.

#### 4.2.6 Validity period of offers for subsequent contract :

The validity period of offers is **30 days** from the deadline set for receipt of offers.

#### 4.2.7 Notification procedures for subsequent contracts concluded under the framework agreement :

The notification of the subsequent contract will be sent to the holder electronically. This notification will take the form of a purchase order summarizing all subsequent contracts awarded to the holder by quotation (each line corresponds to a subsequent contract).

## Article 5 - Duration of the Framework agreement

### 5.1 General framework

The framework agreement (lots 1 to 12) is concluded for a period of 4 years starting from February 16, 2026, or from its notification date if later.

## Article 6 - Place of performance

Deliveries must be made to ENAC at: General Warehouse in Castelnaudary, and exceptionally at the sites of Melun or Muret.

## Article 7 - Contractual documents

The components of the framework agreement, in descending order of priority, are:

- The commitment document and any annexes per lot
- This Special Terms and Conditions document and any annexes



- The General Administrative Clauses applicable to public contracts for routine supplies and services, approved on March 30, 2021
- The contractor's technical offer, including the completed technical memorandum framework per lot
- The contractor's catalog limited to the supplies covered by this contract
- The subsequent contracts

## **Article 8 - Similar service contracts**

The buyer may negotiate, with the contractor, without prior publicity or competitive tendering, a contract for similar services in accordance with the provisions of Article R.2122-7 of the Public Procurement Code.

## **Article 9 - Terms of performance of services**

### **9.1 Representation of the parties**

#### **9.1.1 Representation of the buyer**

The contact person designated by the buyer is responsible for monitoring the performance of services. This person is designated upon notification of the framework agreement. The buyer shall notify the contractor of any change in the designated contact person.

#### **9.1.2 Representation of the contractor**

The contractor shall designate one or more contact persons authorized to represent them to the buyer for the purposes of executing the framework agreement. These contact persons are designated, by derogation from the reference CCAG, in the contractor's offer.

Other individuals may be authorized by the buyer during the execution of the framework agreement. The contractor undertakes to inform the buyer immediately of any change in the designated contact person.

### **9.2 Conditions of performance**

Subsequent contracts may be of two types:

- Normal request
- Urgent request: these requests will only be made in proven emergencies when an aircraft is grounded due to lack of spare parts (concept of "A.O.G." – Aircraft On Ground – in aeronautics).

### 9.2.1 Execution conditions of subsequent contracts

#### **DELIVERY TIME AND PLACE**

The maximum delivery time and place are specified in the subsequent contract. An extension of the delivery period may be granted to the holder by the Contracting Authority or its representative, when a cause beyond its responsibility prevents execution of the contract. The request for extension must be made in writing (letter, fax, or email) before the end of the initial period. Deliveries must take place during the opening hours of the centers as specified in the annex.

#### **PACKAGING**

The quality of packaging must be appropriate to the conditions and methods of transport. It is the responsibility of the holder. By derogation from Article 20 of the CCAG FCS, the Contracting Authority is the owner of the packaging.

#### **TRANSPORT**

In accordance with Article 20 of the CCAG FCS, transport is carried out under the responsibility of the holder up to the place of delivery. Packaging, loading, securing, and unloading are performed under its responsibility.

#### **MODE OF DELIVERY AND SHELF LIFE**

All equipment delivered must be new and original, unless explicitly stated as “Standard Exchange” in the request for subsequent contracts sent to the holders. For perishable products, it is required that the remaining shelf life at delivery be at least 80% of the product’s validity period given by its manufacturer. (Example: if the product expires in 24 months, it must have at least 19 months of validity remaining at delivery).

Each delivery of parts must be accompanied by a delivery note indicating:

- Identification of the holder,
- Identification of the parts and, if applicable, distribution by package,
- Quantity delivered,
- Date of shipment,
- Reference of the purchase order.

Each package must visibly display its order number, as shown on the delivery note. It must contain an inventory of its contents. Delivery of parts will be confirmed by the issuance of a receipt.

## **DOCUMENTS TO BE PROVIDED**

The holder undertakes to provide, upon delivery, all documentation necessary for correct use and operation of the delivered equipment and for its routine maintenance. The holder also undertakes to provide any corrections free of charge. The holder must attach to each delivery the documents appropriate to the class of equipment delivered, according to the definitions of the regulations in force at the date of delivery.

**Unless explicitly stated otherwise in the purchase order, the provision of a regulatory airworthiness document (EASA FORM 1 / FAA FORM 8130-3 or certificate of conformity when the part is simply subject to it) is mandatory. The cost of this document is deemed included in the quotation provided and the order placed.**

### **9.3 Contractor's obligations**

#### **9.3.1 Duty to advise**

The contractor has a duty to advise (or alert) if, during its interventions, it becomes aware of malfunctions, irregularities, or potential hazards related to its services.

The contractor is therefore subject to a permanent obligation to advise and warn. If the contractor fails to comply with this obligation, it cannot invoke any inconsistency in the framework agreement to exempt itself from its contractual obligations.

#### **9.3.2 Duty to inform**

The contractor must inform the buyer of any elements that appear likely to compromise the proper execution of the services.

#### **9.3.3 Security Measures**

Any person under the responsibility of the contractor or its subcontractors is subject, where applicable, to security measures, whether concerning physical access to premises or logical access to information.

### **9.4 Contractor's liability**

- **Obligation of Result:**

The contractor is bound by an obligation of result regarding delivery deadlines.

- **Obligation of Means:**

The contractor must deploy all necessary resources (human and material) to ensure services

comply with professional standards and the requirements of the Special Terms and Conditions and its offer. Issues arising from the contractor's failure to meet its commitments will be resolved amicably where possible. Failing that, the contracting authority may terminate the contract at the contractor's expense.

### **9.5 Social Considerations**

To facilitate the professional integration of disadvantaged groups, the provisions of Article L.2112-2 of the Public Procurement Code apply.

The contractor shall implement a professional integration policy for individuals distant from employment. An annual report is submitted during steering committees and/or periodic meetings.

### **9.6 Environnemental considerations**

In line with environmental protection objectives, Article L.2112-2 of the Public Procurement Code applies, providing for performance conditions with environmental elements:

#### **DIGITALIZATION OF EXCHANGES**

The contractor shall implement all measures to reduce the environmental footprint of its digital tools: use of collaborative workspaces to limit emails, extending the lifespan of IT equipment through repairs, and any other solution contributing to digital sobriety.

#### **DELIVERY POSTPONEMENT**

The buyer reserves the right to grant a delivery postponement if the contractor demonstrates specific measures to reduce environmental impacts related to transport and delivery methods (e.g., delivery rounds, packaging). Rescheduling the delivery date may derogate from the deadlines stated in the framework agreement, subject to the buyer's express approval.

The postponement suspends the application of late penalties for an equal duration.

No postponement may be requested by the contractor for events occurring after the expiration of the framework agreement's execution period, even if extended.

The recovery or disposal of waste generated during service execution is the contractor's responsibility throughout the framework agreement.

#### **WASTE MANAGEMENT**

The contractor ensures operations for collection, transport, storage, sorting, treatment, and disposal of waste generated by the services under the framework agreement to authorized sites, in compliance with regulations.

The contractor must provide, upon request, proof of traceability for waste treatment, showing compliance with regulatory requirements, particularly for hazardous waste.

Failure to provide these documents, after an unsuccessful formal notice, entitles the buyer to apply penalties provided in this CCAP.

### **9.7 Greenhouse gas emissions report**

In accordance with Circular No. 6425-SG of November 21, 2023, regarding the State's ecological transition commitment, contractors subject to Article L.229-25 of the Environmental Code must provide the buyer with their **BEGES (Greenhouse Gas Emissions Report)** and associated transition plan within **6 months** of contract notification.

For subcontractors also subject to Article L.229-25, the BEGES and transition plan must be communicated within the same timeframe as the contractor if declared at the time of bid submission. If declared after contract notification, they must be provided within **6 months** of acceptance of the subcontractor, as per Article R.2193-4 of the Public Procurement Code.

The BEGES must cover the entire contract execution period. If the BEGES provided after contract notification expires during execution, a new BEGES (and associated transition plan) must be submitted by the contractor (and any relevant subcontractors) within **30 days** of the initial BEGES expiration date.

Communication of the BEGES must be done via the ADEME website (<https://bilans-ges.ademe.fr/>), in compliance with Article L.229-25 of the Environmental Code and the decree of January 25, 2016 on the IT platform for greenhouse gas reporting.

Transition plans are communicated on the same page. Contractors (and subcontractors) may refer to the relevant section of their management report or group management report under Articles L.232-6-3 and L.233-28-4 of the Commercial Code, provided the plan is easily identifiable and includes the required descriptions specific to activities in France.

## **9.8 Processing of personal data**

Each party to the contract is required to comply with the rules relating to the protection of personal data to which it has access for the purposes of executing the contract. These rules derive from **Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016**, hereinafter referred to as “the European Data Protection Regulation.”

The following provisions define the conditions under which the subcontractor, within the meaning of the European Data Protection Regulation, referred to as the contractor, undertakes to carry out, on behalf of the data controller, referred to as the buyer, the personal data processing operations defined below.

### **Description of Personal Data Processing**

The contractor is authorized to process, on behalf of the buyer, the personal data necessary to provide the services covered by the contract.

### **Contractor's Obligations**

The contractor undertakes to:

Process the data solely for the purposes of the processing;

Process the data in accordance with the buyer's instructions. If the contractor considers that an instruction constitutes a violation of the European Data Protection Regulation or any other provision of Union law or the law of Member States relating to data protection, it shall immediately inform the buyer. Furthermore, if the contractor is required to transfer data to a third country or an international organization under Union law or the law of the Member State to which it is subject, it must inform the buyer of this legal obligation before processing, unless the relevant law prohibits such information for important reasons of public interest;

Guarantee the confidentiality of personal data processed under this contract;

Ensure that persons authorized to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality, receive the necessary training in personal data protection, and take into account, regarding its tools, products, applications, or services, the principles of data protection by design and by default.

### **Further Subcontracting**

The contractor may engage another service provider, referred to as “the subsequent subcontractor,” to carry out specific processing activities. In this case, it shall inform the buyer in advance and in writing of any planned changes concerning the addition or replacement of other service providers. This information must clearly indicate the processing activities concerned, the identity and contact details of the subsequent subcontractor, and the dates of the subcontracting agreement.

The buyer has a minimum period of **10 days** from receipt of this information to raise objections. This further subcontracting may only be carried out if the buyer has not raised any objection within the agreed period.

The subsequent subcontractor is required to comply with the obligations of this contract on behalf of and according to the buyer's instructions. It is the contractor's responsibility to ensure that the subsequent subcontractor provides sufficient guarantees regarding the implementation of appropriate technical and organizational measures so that the processing meets the requirements of the European Data Protection Regulation. If the subsequent subcontractor fails to fulfill its data protection obligations, the contractor remains fully liable to the buyer for the performance of the subsequent subcontractor's obligations.

### **Right to Inform Data Subjects**

At the time of data collection, the contractor must provide the data subjects with information regarding the data processing it performs. The wording and format of this information must be agreed with the buyer before data collection.

### **Exercise of Data Subjects' Rights**

The contractor shall assist the buyer in fulfilling its obligation to respond to requests to exercise the rights of data subjects: right of access, rectification, erasure, and objection; right to restriction of processing; right to data portability; and the right not to be subject to an automated individual decision (including profiling).

When data subjects submit requests to exercise their rights to the contractor, the contractor must forward these requests immediately upon receipt by email to **dpo@enac.fr**.

### **Notification of Personal Data Breaches**

The contractor shall notify the buyer of any personal data breach within a maximum of 48 hours after becoming aware of it, by the following means: email sent to dpo@enac.fr.

This notification must be accompanied by all relevant documentation to enable the buyer, if necessary, to notify the competent supervisory authority.

With the buyer's agreement, the contractor shall notify the competent supervisory authority (CNIL) on behalf of the buyer of personal data breaches as soon as possible and, if feasible, no later than 72 hours after becoming aware of them, unless the breach is unlikely to result in a risk to the rights and freedoms of natural persons.

The notification shall include at least:

- A description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- The name and contact details of the Data Protection Officer or another contact point from whom further information can be obtained;
- A description of the likely consequences of the personal data breach;

- A description of the measures taken or proposed by the data controller to remedy the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

If it is not possible to provide all this information at the same time, the information may be communicated in stages without undue delay.

With the buyer's agreement, the contractor shall also notify the affected data subjects on behalf of the buyer as soon as possible when the breach is likely to result in a high risk to their rights and freedoms.

The communication to the data subject shall describe, in clear and simple terms, the nature of the personal data breach and shall include at least:

- A description of the nature of the personal data breach, including, where possible, the categories and approximate number of data subjects concerned and the categories and approximate number of personal data records concerned;
- The name and contact details of the Data Protection Officer or another contact point from whom further information can be obtained;
- A description of the likely consequences of the personal data breach;
- A description of the measures taken or proposed by the data controller to remedy the personal data breach, including, where appropriate, measures to mitigate its possible adverse effects.

### **Contractor's Assistance in Buyer's Compliance**

The contractor shall assist the buyer in carrying out data protection impact assessments and in conducting prior consultations with the supervisory authority.

### **Security Measures for Personal Data**

The contractor undertakes to implement the following security measures:

- Pseudonymization and encryption of personal data;
- Measures to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
- Measures to restore the availability of personal data and access to it in a timely manner in the event of a physical or technical incident;
- A procedure for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.

### **Data Disposal**

At the end of the service relating to the processing of such data, the contractor undertakes to return all personal data to the buyer.

The return must be accompanied by the destruction of all existing copies in the contractor's information systems. Once destroyed, the contractor must provide written proof of destruction.

### **Data Protection Officer**

The contractor shall provide the buyer with the name and contact details of its Data Protection Officer, if one has been appointed in accordance with the European Data Protection Regulation.

### **Register of Processing Activities**

The contractor declares that it maintains a written record of all categories of processing activities carried out on behalf of the buyer, including:

- The name and contact details of the data controller on whose behalf it acts, any subcontractors, and, where applicable, the Data Protection Officer;
- The categories of processing carried out on behalf of the buyer;
- Where applicable, transfers of personal data to a third country or an international organization, including the identification of that third country or international organization and documents evidencing the existence of appropriate safeguards;
- A general description of technical and organizational security measures, including, as needed:
  - Pseudonymization and encryption of personal data;
  - Measures to ensure the ongoing confidentiality, integrity, availability, and resilience of processing systems and services;
  - Measures to restore the availability of personal data and access to it in a timely manner in the event of a physical or technical incident;
  - A procedure for regularly testing, assessing, and evaluating the effectiveness of technical and organizational measures to ensure the security of processing.

#### **Documentation**

The contractor shall make available to the buyer all documentation necessary to demonstrate compliance with its obligations and to enable audits, including inspections, by the buyer or another auditor appointed by the buyer, and shall contribute to such audits.

### **9.9 Confidentiality and trade secrets**

The contractor undertakes to implement appropriate measures to keep confidential the information, documents, and objects to which it has had access during the execution of the framework agreement, without the need to systematically specify their confidential nature. Such information, documents, or objects may not, without the express authorization of the buyer, be disclosed, published, communicated to third parties, or used directly by the contractor outside the framework agreement or after its execution.

The contractor undertakes to ensure compliance with these obligations by all its personnel and, where applicable, by its subcontractors and suppliers.

### **9.10 Review clause**

Under this framework agreement, during its entire execution period and subject to agreement between the parties, modifications may be made pursuant to this review clause, in application of Article R2194-1 of the Public Procurement Code, to take into account market developments in the following cases:

- **Correction of a material error:** In the event of a manifest material error in the drafting of the contract documents (contradiction, ambiguity, typographical error, repetition, omission



of words or figures, etc.). This correction will be formalized by updating the relevant document(s) sent to the contractor for notification.

- **Regulatory modification:** In the event of changes in legislation during the execution of the contract, any modifications requested by the contracting authority in order to comply with new rules will result in the signing of an amendment by the parties to the contract.

## **9.11**      Vérification of performance services

### **9.11.1**    Control

Control operations are carried out in accordance with the reference CCAG..

### **9.11.2**    Verification operations

The supplies covered by subsequent contracts will be subject to simple verifications requiring only a summary examination and little time, in accordance with Article 28 of the CCAG FCS..

### **9.11.3**    Vérification of performance of services

Decisions following verification operations are carried out in accordance with the reference CCAG, and include admission, deferral, reduction, or rejection of services. Garantie

### **9.11.4**    Warranty on supplies

By derogation from Article 33 of the CCAG FCS, for spare parts, the warranty offered by the contractor shall in no case be less than that offered by the manufacturer. Furthermore, for serialized parts, the warranty shall not be less than **6 months or 300 flight hours** from the date of installation on the aircraft.

If the contractor is able to offer a warranty longer than 6 months, this must be specified on quotations and delivery notes. However, this warranty shall not be enforceable against the contractor in the event of damage resulting from deterioration of packaging occurring during transport, handling, or improper storage, except where the contractor is responsible.

### **9.11.5**    Storage Warranty

The contractor guarantees equipment that has received services intended for long-term storage for **one (1) year** from the date of delivery. If the contractor can offer a warranty longer than one year, this must be specified on quotations and delivery notes.

However, this warranty shall not be enforceable against the contractor in the event of damage resulting from deterioration of packaging occurring during transport, handling, or improper storage, except where the contractor is responsible.

Commissioning of the equipment terminates this warranty

.

#### 9.11.6 Repair and replacement of equipment under warranty

The maximum period for repair or replacement of equipment under warranty is set at **3 months**, starting from the date of notification of the equipment's unavailability to the contractor.

For repaired equipment, this period suspends the initial warranty period.

#### 9.12 Bonuses

Not applicable.

#### 9.13 Penalties

Any failure by the contractor to meet its contractual obligations may give rise to penalties.

When none of the specific penalties provided below apply, the buyer may, after a formal notice to the contractor to comply with its contractual obligations has remained unsuccessful, apply a penalty of **€50 per day of delay**.

Other penalties apply automatically, without prior formal notice, subject to any specific provisions concerning delay penalties.

Penalties are not of a liberating nature. The contractor remains fully liable for its contractual obligations, including the services whose non-performance gave rise to the application of penalties. Payment of such penalties does not release the contractor from its obligations.

The application of penalties is without prejudice to the contracting authority's right to impose any other contractual sanction, including having all or part of the framework agreement performed at the contractor's expense and risk.

**Delay Penalties** Any service not performed, partially performed, or performed late – individually or collectively – (without written agreement from a representative of the Contracting Authority) will be subject to a penalty.

By derogation from Article 14.1.3 of the CCAG-FCS, no exemption from the application of delay penalties is provided. By derogation from Article 14.1.1 of the CCAG-FCS, when one of the following breaches is observed, the contractor incurs, without prior formal notice, the following penalties:

- **In the case of a normal request:**

$$P = \frac{V \times R}{200}$$

Where:

**P** = amount of the penalty including VAT

**V** = value of the services on which the penalty is calculated, equal to the settlement value of the part of the services delayed, or of all delayed services, or of all services if the delay renders the whole unusable

**R** = number of days of delay

- **In the case of an urgent request: €100 per day of delay**
- **In the case of failure to provide the documents required by this CCP**  
(BEGES, waste management, release documents, etc.): €50 per missing document

It is specified that, unless otherwise indicated, these penalties are cumulative, non-flat-rate, and non-liberating.

## **Article 10 - Financial arrangements**

### **10.1 Form and content of prices**

The prices of subsequent contracts are treated as unit prices as indicated in the quotation and the supplier's catalog.

Prices are deemed to include:

All ancillary costs and materials necessary for the execution of the services.

All applicable taxes, parafiscal charges, or other charges related to the services.

Delivery of products free of charge, including packaging, handling, insurance, storage, transport, and unloading up to the place of delivery. No packaging is invoiced. All deliveries are made in "disposable" or recoverable packaging.

The recovery or disposal of waste created during the execution of the services, in application of Article 20 of the CCAG-FCS.

### **10.2 Price variation**

The prices of subsequent contracts are fixed.

In the event of a price variation after notification of the subsequent contract for a reason beyond the contractor's control (customs duties, exchange rates, etc.), the contractor shall inform the contracting authority, who may authorize the price modification. In case of refusal, the item concerned will not be delivered

### **10.3**      **Advances**

An advance is granted to the contractor, unless otherwise specified in the engagement act, when the initial amount of the lump-sum portion or the purchase order exceeds €50,000 (excl. VAT) and the execution period exceeds 2 months.

The advance rate is **5%**, or **30% for small and medium-sized enterprises (SMEs)**. This rate is calculated according to the provisions of Articles R.2191-6 and following of the Public Procurement Code.

This rate applies to the annual lump-sum amount including VAT or to the total amount including VAT of the purchase order. The amount of the advance cannot be affected by the implementation of a price variation clause. The rate and conditions of payment of the advance cannot be modified during the execution of the contract. The payment period for the advance begins from the issuance of the purchase order or the notification of the contract. The reimbursement of the advance is carried out according to the provisions of Articles R.2191-11 and following of the Public Procurement Code.

### **10.4**      **Financial terms**

#### **10.4.1**    **Payment distribution**

Supplies are subject to advance payments, partial non-final payments, after verification of service rendered, in accordance with Articles R.2191-20 to R.2191-22 of the Public Procurement Code. Final payment will occur at the settlement of the framework agreement.

#### **10.4.2**    **Guarantee retention, security and assigned accountant**

No guarantee retention is applied. For State public establishments, the assigned accountants for the expenditure are the accounting officers of the establishments concerned.

#### **10.4.3**    **Late payment interest**

Amounts due are paid in accordance with the provisions of Article L.2192-10 of the Public Procurement Code.

The payment period is set at a maximum of **30 days** for the State and its establishments. The start date of the period is determined according to the provisions of Article R.2191-12 and following of the Public Procurement Code.

When the principal amounts due are not paid at the expiration of the payment period, the contractor is entitled, without having to request them, to the payment of late interest and the fixed

compensation for recovery costs provided for in Articles L.2192-12 and following and R.2192-31 to R.2192-36 of the Public Procurement Code.

The rate of late payment interest is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in force on the first day of the semester of the calendar year during which the late interest began to accrue, increased by eight percentage points. Interest accrues from the expiration of the payment period until the date of payment of the principal inclusive, and is calculated on the total payment amount including all taxes, reduced by any guarantee retentions, updating clauses, revisions, and penalties.

The amount of the fixed compensation for recovery costs is set at **€40**. Late payment interest and the fixed compensation for recovery costs are paid within **45 days** following payment of the principal.

#### 10.4.4 Invoicing procedures

Payment is made upon submission of a payment request issued by the contractor and after verification of service rendered by the buyer.

Payment is made by bank transfer to the contractor's account.

Without prejudice to mandatory information required by legislative or regulatory provisions, invoices must include the following details:

- Date of issue of the invoice
- Identification of the issuer and recipient of the invoice
- Invoice number
- Contractor's intra-community VAT number
- Reference of the framework agreement
- Name and address of the beneficiary of the services
- Legal commitment number or purchase order number
- Actual delivery date of supplies or execution date of services or works
- Quantity and precise designation of delivered products, services, and works performed
- Unit price excluding VAT of delivered products, services, and works performed, or, where applicable, their lump-sum price
- Total amount excluding VAT and the amount of tax payable, as well as the breakdown of these amounts by VAT rate, or, where applicable, the benefit of an exemption
- Service order number, where applicable
- SIRET number identifying ENAC as the recipient of the invoice: **193 112 562 00015**

Applicable VAT rates are those in force at the time the tax liability arises, within the meaning of Article 269 of the French General Tax Code. The applicable currency is the **Euro**. Invoices must be transmitted electronically.

The contractor, as well as any co-contractors and relevant subcontractors, must submit their payment requests via the State's shared portal **Chorus Pro**.

At the creditor's choice, this transmission is carried out using one of the following three methods:

- By electronic data interchange (EDI). Accepted formats are listed at:  
<https://communaute-chorus-pro.finances.gouv.fr/>
- By submission in PDFREN format
- By online entry in the portal

\*\*\*\*\* In accordance with Article 6 of Decree No. 2019-748 of 18 July 2019 on the development of electronic invoicing in public procurement, the use of the invoicing portal is exclusive of any other transmission method.

In case of disagreement on part of the invoice, ENAC is obliged to pay, under the conditions set out above, the uncontested portion.

The contractor will also find on the portal <https://chorus-pro.gouv.fr> the technical and regulatory prerequisites to understand the technical conditions (user guides, technical connection kit, and standardized exchange format specifications) and regulatory conditions under which electronic invoicing is carried out, as well as a link for further information.

#### **10.5 Financial monitoring of the maximum amount of the framework agreement with purchase orders**

In order to enable the buyer to monitor the financial execution of this framework agreement, the contractor is required to produce a consumption report up to date, upon request of the buyer, within a maximum period of **15 days** from such request.

#### **10.6 Financial modifications for unforeseeable circumstances**

When unforeseeable circumstances external to the parties arise during execution, the parties may agree to modify the financial clauses if such modification is necessary for the continuation of execution, under the conditions provided for in Article R.2194-5 of the Public Procurement Code. Such modification remains at the discretion of the buyer.

If the buyer considers modifying the contract to take into account additional costs caused by unforeseeable circumstances, the buyer relies on precise financial justifications provided by the contractor.

Only circumstances producing a real and certain effect on the execution of the framework agreement may be taken into account; this clause is not intended to compensate for hypothetical cost overruns.

For any request to modify the financial conditions of this framework agreement, the contractor must:

- Submit a claim memorandum to the buyer demonstrating the existence of an unforeseeable circumstance within the meaning of Article R.2194-5 of the Public Procurement Code.
- Justify its initial cost price, as envisaged at the date of submission of its offer, and consequently its profit margin as well as any risk provisions included in its price.
- Provide any accounting (balance sheets, invoices, etc.) or contractual documents (including supply or subcontracting contracts) attesting to the reality and extent of the additional costs incurred since the occurrence of the unforeseeable event, for the execution of this framework agreement.

The buyer verifies the accuracy and sincerity of these documents and decides on the action to be taken regarding the contractor's request.

If the buyer accepts the request, modifications to prices, tariffs, or price adjustment clauses are formalized in an amendment signed by both parties.

The duration of this amendment is strictly limited to the duration of the unforeseeable circumstances. It may be extended under the conditions defined in the amendment.

The amendment concluded under this article specifies, through a review clause, the conditions under which, at the end of execution of the framework agreement, the buyer and the contractor determine the final amount of compensation for abnormal additional costs actually incurred by the contractor.

Thus, if the amount of compensation exceeds the amount of losses, the contractor is liable for the difference. The corresponding amount is then recovered by the buyer/beneficiary:

- Either by deduction from invoices yet to be issued by the contractor.
- Or by credit note, recovered from amounts still to be paid, or failing that, recovered by means of a recovery order.

## Article 11 - Miscellaneous provisions

### 11.1 Electronic exchanges

The buyer shall notify the contractor of decisions or information by any electronic means (buyer profile PLACE or email address specified in the specific contract documents) allowing the date and, where applicable, the time of receipt to be determined with certainty.

Decisions or information triggering a deadline shall take effect from the acknowledgment of receipt or, failing that, within 48 hours following the date of sending the communication.

### 11.2 Subcontracting

The acceptance of subcontractors and the approval of their payment conditions are subject to the legal and regulatory provisions in force. Total subcontracting of services is prohibited.

To obtain the buyer's acceptance and approval, the contractor must present its subcontractor through a special subcontracting act, the formalities of which are included in form DC4 or equivalent (downloadable at: <https://www.economie.gouv.fr/daj/formulaires-declaration-du-candidat>).

This act must specify: the nature of the subcontracted services envisaged, the name, corporate name, or business name and address of the subcontractor, the maximum amount to be paid directly to the subcontractor, the planned payment conditions and, where applicable, the terms of price variation, as well as the subcontractor's financial and professional capacities.

The buyer must accept or refuse the subcontractor and approve its payment conditions. After a period of 21 days from the submission of the DC4 and, where applicable, the submission of the unique copy for assignment (or the certificate of assignability), the buyer is deemed to have accepted the subcontractor and approved the payment conditions.

In application of Article L.2193-7 of the Public Procurement Code, the contractor must provide the buyer with the subcontracting contract(s) when requested, within 15 days of receipt of the request. Failure to do so exposes the contractor to a penalty under the provisions of the reference CCAG.

In application of Article L.2193-2 of the Public Procurement Code, it is the responsibility of the subcontractor who, where applicable, engages a second-tier subcontractor, to have the buyer accept and approve the payment conditions of this second-tier subcontractor.

To obtain the buyer's acceptance and approval, the first-tier subcontractor must present its subcontractor through a special subcontracting act. It may use form DC4 or equivalent (downloadable from the DAJ website <https://www.economie.gouv.fr/daj/formulaires-declaration-du-candidat>), subject to adaptation by the first-tier subcontractor. The adapted form must be signed by the contractor, the first-tier subcontractor, and the second-tier subcontractor before being transmitted to the buyer (against receipt or by registered letter).

The buyer must accept or refuse the second-tier subcontractor and approve its payment conditions. Silence from the buyer for 21 days from receipt of the special subcontracting act constitutes acceptance of the second-tier subcontractor and approval of the payment conditions.

The first-tier subcontractor may not entrust the second-tier subcontractor with the entirety of the services for which it is responsible.



### 11.3 Insurance

The contractor assumes responsibility for the execution of the services and for any damages caused to the buyer in the event of non-performance. Within fifteen days of notification of the framework agreement and before any commencement of execution, the contractor must provide proof of holding an insurance policy.

The contractor is responsible for damages that the execution of services may cause: to its personnel, to the buyer's agents or to third parties; to its property, to property belonging to the buyer, or to third parties.

The contractor must be covered by a valid insurance contract guaranteeing the financial consequences of civil liability that it may incur in the event of bodily injury and/or material damage caused during the execution of the services.

The contractor undertakes to provide, upon simple written request by the buyer, a certificate from its insurer indicating the nature, amount, and duration of the coverage.

The contractor undertakes to expressly inform the buyer of any modification to its insurance contract. Subcontractors must provide the same documents as the contractor

.

### 11.4 Other administrative obligations

The contractor is required to promptly notify the buyer of any changes occurring during execution, particularly those relating to:

- Persons authorized to bind the contractor.
- The legal form under which the contractor operates.
- The corporate name or business name.
- The address or registered office.
- Information provided for the acceptance of a subcontractor and approval of its payment conditions.

In general, all significant operational changes concerning the contractor that may affect the performance of the contract must be notified to the buyer.

In case of failure, the buyer cannot be held responsible for any resulting consequences, including payment delays.

The contractor must provide, every six months from notification until the end of execution, the documents required under Articles D.8222-5 or D.8222-7 or D.8254-2 to D.8254-5 of the French Labor Code.

These documents are transmitted by the contractor according to the methods indicated by the contracting authority (e-attestation, email, etc.).

If the contractor and/or its subcontractors employ posted workers, they must produce, before the start of each posting of one or more employees, the following documents: a) The acknowledgment of receipt of the posting declaration made via the “SIPSI” online service of the Ministry of Labor, in accordance with Articles R.1263-5 and R.1263-7 of the Labor Code. b) A sworn statement certifying that the co-contractor has, where applicable, paid the amounts due for fines provided under Articles L.1263-6, L.1264-1, L.1264-2, and L.8115-1 of the Labor Code. This statement must include the name, first name, corporate name of the co-contractor, and the signature of its legal representative.

Under the conditions set out in Article L.2196-4 and following of the Public Procurement Code, the contractor must provide, if requested by the buyer, information on the technical and accounting elements of the cost price of the services covered by this public contract (including balance sheets, income statements, analytical accounting, and any document enabling the establishment of cost prices).

## **11.5**      **Termination**

The buyer may terminate the public contract in the cases provided for in Articles L.2195-1 to L.2195-6 of the Public Procurement Code. The framework agreement may be terminated in accordance with the provisions of the reference CCAG (termination for external events or related to the framework agreement, for contractor's fault, or for reasons of public interest).

By derogation from the reference CCAG, in the event of termination for reasons of public interest, the contractor is not entitled to termination compensation.

## **11.6**      **Execution at the contractor's expense and risk**

Where applicable, the buyer may have the services performed by a third party, at the contractor's expense and risk, under the conditions provided by the reference CCAG.

## **11.7**      **Disputes**

The buyer and the contractor shall endeavor to settle amicably any dispute relating to the interpretation of the provisions of this public contract or to the performance of the services.

In case of dispute, the buyer and the contractor may refer the matter to the competent amicable settlement advisory committee or to the business mediator for disputes relating to public contracts, in accordance with Articles R.2197-1 to R.2197-24 of the Public Procurement Code.

## **11.8**      **Litigation**

This public contract is governed by French law. The competent court for dispute resolution is the **Administrative Court of Toulouse:**

68 Rue Raymond IV  
31000 Toulouse

Tel. : +335 62 73 57 57

Fax : +335 62 73 57 40.

## **Article 12 - Dérogations**

Below is the list of derogations from the CCAG:

- Derogation from Article 3.4 of the CCAG FCS by Article 9.1.2 of the contract.
- Derogation from Article 3 of the CCAG FCS by Article 4.1.2 of the contract.
- Derogation from Article 20 of the CCAG FCS by Article 9.2.1 of the contract.
- Derogation from Article 33 of the CCAG FCS by Article 9.12.1 of the contract.
- Derogation from Article 14.1 of the CCAG FCS by Article 9.14 of the contract.
- Derogation from Article 42 of the CCAG FCS by Article 11.5 of the contract.