



PUBLIC MARKET OF INTELLECTUAL PERFORMANCES

French Development Agency

5 Rue Roland BARTHES

75012 PARIS

SUBJECT: Design of legal and policy framework and operational tools for water abstraction regulation and governance in the Gambia in a context of climate change

Contract No. CLN-2025-0429

Procurement procedure

Adapted open – Pursuant to articles R. 2123-1 and R. 2123-4 to R. 2123-7 of the Public Order Code

ATTENTION

This document can only be modified to complete:

The identification of the Holder;

The article 'Price';

Any annexes.

The choice of the batch

The acceptance of the advance (if applicable)

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

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

hereinafter referred to as 'the Contracting Authority' on the one hand,

AND

The company _____, domiciled _____, registered in the Trade and Companies Register _____ under the number RCS _____
Represented by _____

After having taken cognizance of the contract and the documents mentioned below,

- I UNDERTAKE, without reservation, in accordance with the conditions, clauses and requirements of the documents referred to above to perform the services defined below, on the terms that make up my offer.
- I AFFIRM, under penalty of termination by right of the market, that I hold an insurance policy guaranteeing all the responsibilities I incur.
- I CONFIRM, under penalty of termination by operation of law, that the proposed subcontractors also hold insurance policies guaranteeing the responsibilities they incur.

☐ **Identity and quality of the signatory: Sir/Madam**

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

☐ **Identity of the representative ⁽¹⁾: Sir/Madam**

☐ of the solidarity grouping

☐ solidarity with the joint group

☐ not in solidarity with the joint group

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

Business name and legal name of the applicant:

.....

Address of the establishment:

.....

.....

.....

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

.....

.....

.....

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

Phone:

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

APE:

Intracommunity VAT number:

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

IT HAS BEEN AGREED AND THE FOLLOWING:

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NOT CONTRACTUAL

1. Preamble

1.1 Presentation of the contracting authority

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

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

It has adopted an ethical charter available on its site: www.afd.fr

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

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

1.2 Definitions

Acts of Corruption:

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

Act of Fraud:

Means any unfair manoeuvre (act or omission), whether criminally punishable or not, intended to deliberately mislead another person, intentionally conceal material from them, or to surprise or vitiate their consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate profit.

Contract:

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

CCTP

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

Personal data:

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

Agreement:

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

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

Confidential Information:

Refers to:

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

Representative

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

Staff:

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

Service:

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

Outsourced Essential Service Provision:

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

- Banking operations, the issue and management of electronic money, payment services and investment services for which the obliged enterprise has been authorised;
- Related operations;
- The services directly involved in the execution of the operations or services mentioned above;
- Any provision of services where an anomaly or a failure in the exercise thereof is likely to seriously impair the ability of the undertaking subject to it to comply at all times with the conditions and obligations of its

approval and those relating to the pursuit of its activity, to its financial performance or the continuity of its services and activities.

Holder:

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

2. Subject of the Contract- General provisions

2.1 Subject of the Contract

This Contract defines the conditions under which the Contracting Authority entrusts to the Holder, who accepts it, the performance of the following services: **Design of legal and policy framework and operational tools for water abstraction regulation and governance in the Gambia in a context of climate change**

Place(s) of execution: premises of the incumbent and missions in Gambia

It is recalled that the security and safety of the people and goods involved in the performance of the Service are the exclusive responsibility of the Account Holder.

2.2 Subcontracting

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

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

2.3 Modification of the contract - Review clause

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

2.4 Similar services

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

3. Constituent parts of the contract

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

- **This Contract** and **any annexes** thereto;
- **The specific technical clauses book (C.T.P) and any annexes**, of which the original copy kept in the buyer's archives is the sole authentic document;
- **The general administrative clauses book for public intellectual services contracts (CCAG PI)** approved by the decree of March 30, 2021 (published in JORF no. 0078 of April 1, 2021);
- **The Holder's offer**;
- **Special acts of subcontracting and their possible amending acts**, subsequent to the notification of the contract.

4. Conditions for performance of services

The services must comply with market stipulations.

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

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

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

4.1 Staff assigned to the mission

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

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

The Staff will intervene under the supervision, legal, hierarchical and disciplinary responsibility of the Holder. The Account Holder therefore undertakes to carry out all applicable formalities with regard to the regulations in force at the employer's expense concerning, in particular, employment law, social security coverage and tax obligations. The Staff shall in all circumstances be subject to the sole authority of the Holder and shall be exclusively and directly responsible for their activity with the latter.

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

4.2 CSR technical specifications and execution of the Contract

4.2.1 Reduction of carbon emissions and energy consumption

As part of the execution of this contract, the Holder has the obligation to implement one or more actions to reduce carbon emissions and energy consumption of the purchase, which may cover, but is not limited to, business travel, the digital, and the holder's purchases related to the subject of the contract.

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

The contractor shall describe in his technical brief the measures taken with regard to the subject matter of the contract and, where appropriate, the indicator(s) used to monitor them (1/2 to 1 page maximum).

The Contractor shall communicate, at the request of the Contracting Authority, at the end of each calendar year and/or at the end of the contract, the result of the action(s) implemented.

4.3 Security

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

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

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

Throughout the duration of the performance of the Service(s), and in particular prior to any movement of its staff, the Account Holder undertakes to inquire with the French Embassy(s) of the country(ies) concerned ⁽¹⁾ on the security risks incurred and to make good use of the advice provided by their services. He undertakes to ensure that the natural or legal persons acting on his behalf in connection with the provision of the Service(s) comply with this obligation.

When the zone(s) of implementation of the Service becomes/become the subject of an orange or red zone classification by the French Ministry for Europe and Foreign Affairs during the execution of the contract, the

Contractor undertakes to suspend its activities in the zone(s) concerned(s) and to transmit its security documentation to a specialized external body, designated and financed by the Contracting Authority.

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

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

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

4.4 Suspension on grounds of serious and imminent risk

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

The Holder shall inform the Contracting Authority without delay.

The Holder must, within a maximum period of seven (7) days from his decision, justify in writing to the Contracting Authority that his decision was compliant with the terms of the first paragraph above. He will specify the reasons that led to his decision, the foreseeable consequences for the Contract, the measures proposed to minimize these consequences and the costs incurred by this demobilization and/or suspension.

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

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

In the event that the Account Holder is permanently prevented from executing this contract, article 38.1 of the CCAG PI "Contract execution difficulties" will be applied.

5. Duration of the Contract – Execution deadlines - Renewal

5.1 Duration of the contract

The duration of the Contract is set at 12 months.

It will start running from the market notification.

5.2 Execution times

The service execution deadlines are expected to be 8 months.

5.3 Renewal

The contract will not be renewed.

6. Price and price variation

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

Amount excluding tax (in figures) (€):

VAT amount at the rate of 20%: possible exemption see article 9.4 VAT

Amount including tax (in figures) (€):

Amount including tax (in letters) (€):

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

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

6.1 Method of establishing the Contract's prices

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

6.2 Content of the prices

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

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

6.3 Regarding mission expenses

Mission expenses will be included in the breakdown of the overall and lump-sum price.

6.3.1 Rules applicable to transport

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

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

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

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

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

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

6.3.2 The per diem

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

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

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

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

6.4 Price variation

The market prices are firm & definitive

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

This month is called «month zero».

7. Advance

A repayable advance is paid to the Holder.

The advance rate is set at 20% of the market amount including VAT

The reimbursement of the advance will be made in two (2) installments on the first two payments, by deduction from the amounts due to each third party (holder, co-contractor or subcontractor).

8. Retention money

No retention money will be made.

9. Settlement of accounts to the holder

9.1 Terms of payment for the price

9.1.1 Payment of the price

The amount of this contract will be invoiced at the amount of the deliverable according to the following schedule:

Deliverable(s)	Payment
Deliverable 1	30% of the total amount after validation by AFD
Deliverable 2&3	35% of the total amount after validation by AFD
Deliverable 4	25% of the total amount after validation by AFD
Deliverable 5&6	10% of the total amount after validation by AFD

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

9.1.2 Payment requests

The payment request is dated and includes, as appropriate:

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

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

9.1.3 Transmission of payment requests

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

invoices addressed to the Contracting Authority must necessarily include the following information:

Establishment:	ESTABLISHMENT FRENCH DEVELOPMENT AGENCY
SIRET:	77566559900129
CHORUS Service Code:	PAR-MOA-027
Market Number:	CLN-2025-0429
Project number:	CZZ2152

9.2 Regulations in case of joint and several contractors

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

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

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

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

9.3 Payment terms

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

9.4 VAT

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

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

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

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

9.5 Default interest

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

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

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

10. Penalties

10.1 Procedures for applying penalties

By derogation to article 14 of the CCAG PI, the penalties defined in the articles below are applied.

The settlement of penalties will not prevent the termination by right, and without compensation, of the Contract to the detriment of the Holder in case of fault or non-performance of its obligations. Penalties are only due in case of damages attributable exclusively to the selected Account Holder.

The penalties are cumulative and not in discharge, they do not prejudice any claims for damages to which the Awarding Authority may be entitled.

The payment of penalties does not exempt the Holder from performing its contractual obligations.

The amount of the penalties shall be deducted by the Contracting Authority from the amount of the balance to be paid, and the surplus, if any, shall be remitted by the Holder to the Contracting Authority upon first request by the latter.

10.2 Penalties for delay

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

By derogation to article 14.1.1 of the CCAG PI, the terms for applying late penalties are as follows:

Any delay in execution that has not been expressly approved by the AFD may give rise to late payment penalties at the expense of the Service Provider in the amount of 150 euros per calendar day of delay upon simple acknowledgment of the delay by the Contracting Authority.

In accordance with article 14.1.2 of the CCAG PI, the total amount of late penalties cannot exceed 10% of the total amount excluding tax of the Contract.

10.3 Other penalties

10.3.1 Penalties for breach of security or confidentiality obligations

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

The violation of security measures or the obligation of confidentiality set out in article 5 of the CCAG PI is such as to lead to the termination of this Contract for serious misconduct under the terms of article 39 of the CCAG PI and exposes the Holder to the following penalties (by way of derogation from Article 14.2 of the AGCPI) :

In case of non-compliance with security and protection rules for Confidential Information not involving Personal Data: application of a flat-rate penalty between 0.5% and 1% of the executed amount of the Contract on the date of discovery of the event that caused it;

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

10.3.2 Penalties for execution at costs and risks

The Contracting Authority may have a third party perform all or part of the services provided for by the contract, at the costs and risks of the contractor under the conditions of Article 27 of the CCAG PI.

11. Termination of the performance of the service

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

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

12. Admission – Mission Completion

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

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

13. Insurance – Liability

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

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

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

14. Intellectual property – Use of results

14.1 Prior knowledge regime and standard prior knowledge

The provisions of articles 33 and 34 of the CCAG PI will be applicable to the market.

14.2 Results regime

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

14.2.1 Assignment of copyright

The Holder assigns to the Contracting Authority, on an exclusive basis, the rights to the Service, as well as any element that is partially or fully constitutive thereof. It irrevocably assigns to the Contracting Authority, on an exclusive basis for the whole world and for the legal duration of the copyright, the exploitation rights,

of representation and reproduction and adaptation for commercial and/or non-commercial purposes that he holds or will hold on the reports, works, studies and documents carried out under the Service (hereinafter the "Transfer").

More precisely, the Assignment includes the rights:

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

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

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

14.2.2 Guarantees of the Transfer

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

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

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

14.2.3 Remuneration of the Transfer

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

15. **Review of the Security Plan**

At the time of notification of the contract, if the area(s) in which the Service is implemented are classified as orange or red by the French Ministry for Europe and Foreign Affairs, the Holder undertakes to transmit his security plan to a specialized external body designated and financed by the Contracting Authority. This transmission takes place as soon as the market is notified and before any movement and intervention in this/these zone(s).

The specialized external body will forward its recommendations to the sole Holder, who will decide on the follow-up to be given under his sole responsibility.

The external specialised body will send the Contracting Authority a certificate drawn up by it certifying the review of the documentation submitted. No travel by the Holder can be made before the receipt of this certificate by the Contracting Authority.

16. Additional clauses

16.1 Receivership or judicial liquidation

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

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

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

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

The termination takes effect on the date of the decision of the administrator, liquidator or holder to waive the performance of the contract, or at the expiration of the one-month period above. It does not entitle the holder to any compensation.

16.2 Declaration and obligations of the Holder

16.2.1 Declaration of the Holder

The necessary authorizations under the Contract and insurance related to the Service will be borne by the Provider. The Service Provider declares that he will subscribe and maintain, and ensure that his Staff has insurance covering all risks related to the performance of the Service. The Service Provider will provide AFD, at its request, with the corresponding insurance certificate(s).

The Service Provider declares:

- that it has obtained from the competent authorities all the necessary authorizations to exercise its activity.
- that he has all the necessary authorizations for the validity of the Contract and the execution of the obligations arising from it;
- that the Staff is employed by him in accordance with the labor regulations applicable to him.

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

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

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

16.2.2 Obligation of confidentiality

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

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

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

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

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

16.2.3 Powers of the Holder

The Holder does not have any power to act in the name and on behalf of the Awarding Authority or to engage the latter, except with an express and special mandate granted by the Awarding Authority on a case-by-case basis. The Contracting Authority remains sole judge of any decisions to be taken on the proposals submitted to it by the Contractor at the end of the Service.

16.2.4 Integrity clause

The Holder declares and undertakes to:

- not having committed any act likely to influence the competitive process and in particular that no

Agreement has been entered into and will be entered into;

- what the negotiation, conclusion and execution of the Contract have not given, do not give and will not give rise to a Corruption Act and/or a Fraud Act.

16.2.5 Social and environmental responsibility

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

16.2.6 Personal data

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

Also, if applicable, the Holder undertakes to:

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

Subcontracting

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

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

Security, confidentiality and audit

The Holder undertakes to treat the Data with the strictest confidentiality. The Holder manages, within the framework of his responsibilities, the internal organisation of his company and defines the logical, physical and organisational measures capable of responding to the specific instructions of the Contracting Authority and, more broadly, to the requirements for protecting Data against unauthorized access, misuse, fraudulent use or loss. The Holder shall immediately inform the Contracting Authority if the measures implemented do not or no longer meet these requirements.

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

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

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

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

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

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

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

Notification of Data Breaches by the Holder

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

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

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

In the event that the applicable regulations impose on the Contracting Authority, in its capacity as data controller, an obligation to notify the CNIL services, the Holder will provide him with any assistance to enable him to make the said notification within the applicable deadline.

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

Power of instruction of the Contracting Authority

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

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

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

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

Rights of data subjects

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

Formalities

The Data Controller shall collaborate with the Contracting Authority and provide it with all necessary information so that it can establish and update the list of automated processing provided for in Article 47 of

the Decree of 20 October 2005 or, more broadly, carry out all necessary formalities prior to the implementation of the processing, including impact assessments, requests for authorization or prior consultation with the CNIL.

Proof of compliance of the treatment

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

The Holder undertakes to retain said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which the Contracting Authority's liability may be incurred due to the conditions and procedures for implementing the processing of Data by the Data Controller. The Holder may nevertheless free himself in anticipation of this obligation by handing over said documentation to the Contracting Authority at the end of the Contract.

Management of the Contracting Authority's suppliers

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

16.3 Obligations of the Contracting Authority

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

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

16.4 Miscellaneous

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

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

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

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

17. Audit

The Contracting Authority reserves for itself, or for the Autorité de contrôle prudentiel et de résolution (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the monetary and financial code for Services to be performed abroad or in the context of ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public record authority and for persons designated by them the right to carry out any audit of the Supplier. This audit could:

- Aim to verify compliance by him with his contractual obligations, the conditions for performance of services and/or the performance of the contractor, as well as applicable regulatory requirements;
- Focus on personal data whose terms are specified in the article Personal data of this contract;
- Allow the exercise of the supervisory and resolution powers of the ACPR, as provided for in Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU.

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

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

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

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

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

The Holder undertakes to collaborate with the Contracting Authority or its representative and with the ACPR and to facilitate their audit by providing them with all the necessary information and responding to all of their requests related to this audit, within the authorized limits of the control listed at the beginning of this article. In the event that their requests exceed these contractual limits of the authorized audit, the Holder

will alert the Contracting Authority. Both parties will seek the best way to achieve the above control within the permitted contractual limits.

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

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

These archives include (non-exhaustive list):

- The physical documents (paper, CD...),
- Electronic documents (emails and information stored in electronic databases)

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

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

18. Reversibility

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

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

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

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

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

Account Holder:

- if the reversibility results from a termination or cessation of the Contract, following a fault or a default by the Holder, or if it results from a non-renewal at any one of the deadlines of the Contract due to the Holder, the reversibility assistance services provided by the Holder are not invoiced to the Contracting Authority,
- if the reversibility results from the occurrence of a case of force majeure or a termination of the Contract as part of shared wrongs, the costs of assistance to the Reversibility are shared by half,
- if the reversibility results from any other cause of interruption of this Contract, the reversibility assistance services provided by the Holder are invoiced to the Contracting Authority in full.

In this context, the Holder undertakes to:

- restore, in an integral, exploitable and agreed format, all data belonging to the Contracting Authority as well as personal data previously communicated by the Contracting Authority,
- destroy any copies of this data and not use it for your own purposes or for the benefit of third parties

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

19. Termination of the Contract

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

19.1 Termination at the fault of the holder

The Contracting Authority may, after unsuccessful formal notice within the specified period, and subject to a notice of not less than fifteen (15) days, terminate the contract at the fault of the Contractor under the conditions set out in Article 39 of the CCAG PI

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

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

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

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

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

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

In case of termination for fault:

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

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

In addition to article 39 of the CCAG PI, in case of non-production within 8 days of the acceptance of a second-tier subcontract and more presented by the sub-contractor treating of rank 1 and above the personal and joint and several guarantee guaranteeing the payment of all amounts due by them to the second-tier subcontractor and above, and after formal notice from the subcontractor of rank 1 and above and from the contract holder, remained without effect within a fixed period of 8 days, the contract will be terminated at the owner's fault without him being able to claim compensation and, where applicable, with performance of services at his own expense and risk.

19.2 Termination for reasons of general interest

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

19.3 Termination for non-compliance with formalities relating to the fight against illegal work

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

- a certificate of provision of social declarations issued by the social protection body responsible for recovering social contributions incumbent on the Service Provider and dated less than six (6) month; this certificate must mention the payment of social security contributions which must show the company's identification, the number of employees employed and the compensation base declared on the last summary of social security contributions sent to the collection agency;
- an extract from the registration in the Trade and Companies Register] or [a copy of the identification card justifying the registration in the trades directory] or [a receipt for the filing of the declaration with a

business formality center];

- a sworn certificate drawn up by the Service Provider certifying the provision to its employees of pay slips in accordance with French regulations[2].

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

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

20. Disputes

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

French law is the only applicable law.

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

21. Provisions applicable in the case of a foreign holder

French law is the only applicable to this contract.

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

22. Derogations from general documents

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

23. Acceptance of the advance

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

Sole holder or agent:

- ☐ Refuses to receive the advance
☐ Agrees to receive the advance

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

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

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

24. Signature of the candidate

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

The supplier adheres to the Supplier Relations Charter presented [here](#) and undertakes to respect the principles and commitments set out above, throughout the entire purchasing process and contractual relationship with the AFD group.

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

Made in a single original

A:

The

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

25. Acceptance of the offer by the Contracting Authority

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

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

A

The

The Contracting Authority

26. Annex: Subcontracting declaration

Annex to the Single Contract (CU)

Contracting Authority: French Development Agency

- Designation of the buyer:

.....

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

.....

Subject of the contract

Subject of the consultation: Design of legal and policy framework and operational tools for water abstraction regulation and governance in the Gambia in a context of climate change

Subject of the contract: Design of legal and policy framework and operational tools for water abstraction regulation and governance in the Gambia in a context of climate change

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

- ☐ A document attached to the tenderer's offer.
- ☐ A special act accepting the subcontractor and approving its payment terms (*subcontractor presented after contract award*)
- ☐ A special amending act: it cancels and replaces the subcontracting declaration of

Identification of the tenderer or holder

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

.....

.....

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

.....

.....

.....

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

.....

.....

.....

Identification of the subcontractor

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

.....

.....

.....

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

.....

.....

.....

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

.....

.....

.....

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

☐ YES ☐ NO

Nature of the subcontracted services

Nature of the subcontracted services:

.....

Subcontracting of personal data processing:

(To be completed if applicable)

.....

.....

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

The duration of the treatment is:

The nature of the operations performed on the data is:

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

The personal data processed are:

The categories of persons concerned are:

The bidder/holder states that:

- ☐ The subcontractor presents sufficient guarantees for the implementation of technical and organizational measures to ensure the protection of personal data;
- ☐ The subcontracting agreement incorporates the mandatory clauses provided for in Article 28 of the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (GDPR).

Price of subcontracted services

Amount of subcontracted benefits:

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

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

- VAT rate:
- Amount excluding tax (€):
- Amount including tax (€):

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

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

- Amount excluding VAT (€):

Terms of price variation:

.....

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

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

☐ YES ☐ NO ☐

Payment condition

Bank references:

(Attach an IBAN)

IBAN:

BIC:

The subcontractor requests an advance:

☐ YES ☐ NO ☐

Capabilities of the subcontractor

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

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

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

- Internet address:

.....

- Information required to access it:

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

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

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

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

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

Evidence documents available online:

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

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

- Internet address:

- Information required to access it:

Assignment or pledge of claims resulting from the public market

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

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

As a result, the holder produces with the DC4:

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

OR

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

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

☐ The holder requests the modification of the single copy or the certificate of transferability, provided for in Article R. 2193-22 or Article R. 2393-40 of the Public

Procurement Code, which is attached to this document;

OR

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

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

Acceptance and approval of the subcontractor's payment terms

A , the A , the

The subcontractor:

.....

The bidder or holder:

.....

The buyer's representative, competent to sign the contract, accepts the subcontractor and approves its payment terms.

A , the

The buyer's representative:

Notification of the special act to the holder

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

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

In case of delivery against receipt:

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

A , the

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

Annex to the Single Contract (CU)

Fill out a copy by co-processor:

Business name and legal name of the applicant:

.....

Address of the establishment:

.....

.....

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

.....

.....

Email address:

Phone:

Fax:

N° SIRET : APE :

Intracommunity VAT number:

Agree to receive the advance:

☐ Yes

☐ No

Bank references:

IBAN:

BIC:

Designation of the company	Services concerned	Amount Excluding tax (€)	VAT rate	Amount including tax (€)
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
<i>Totals</i>				

28. Appendix: Pledge or assignment of receivables

☐ **Certificate of cessibility** established (1) on the date of to

OR

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

1 The total amount of the contract ☐ (indicate the amount in figures and letters):

.....

2 The entirety of the purchase order no..... related to ☐ the contract (indicate the amount in figures and letters):

.....

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

.....

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

.....

and to be executed by

.....

in the capacity of:

☐ member of a business group

☐ subcontractor

A le

Signature (2)

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

(2) Original date and signature

29. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF THE EXECUTION OF SERVICE CONTRACTS

Service contract

(executive to be removed before signing the contract)

Use of the security annex

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

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

The contract provides AFD with staff who must have, even occasionally, access to AFD's IS,

The contract requires the sharing of AFD-owned information, in digital or physical format, with the service provider.

In case of doubt, contact the DMI/SEC division

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Definitions

- The Contract

Refers to the service contract to which this is attached.

- The Client

Refers to AFD, party to the Contract.

- The Provider

Refers to the provider who is party to the Contract.

- Information system

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

- Information

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

- Remote connection

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

General

The Client regularly uses service providers, who are required to have access to the Information as part of the performance of their services. It is therefore necessary to regulate these accesses to the Information as well as their use and to define the security rules applicable to the providers.

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

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

Commitment and rights of the parties regarding security

The Client makes available to the Service Provider its documentation on Information Security (policies, procedures and rules) necessary for the execution of the contract. The Service Provider undertakes to take note of the documentation provided by the Client in terms of Information Security and to comply with the policies, procedures and rules contained therein. The Service Provider undertakes not to disclose this documentation transmitted as part of the execution of the Contract.

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

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

The Service Provider undertakes to inform the Client in writing, and as soon as possible, of any change made in the list provided for in the paragraph above and to propose to him any change it considers necessary regarding the nature or scope of access to the Information. It is up to the Client to formally notify the Service Provider of their agreement on the requested changes. Without this formal agreement, the change is deemed to be refused.

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

The Service Provider is informed that the Client handles information pertaining to professional banking secrecy within the meaning of the monetary and financial code. The Service Provider undertakes to respect the confidentiality of the client's information as part of professional secrecy governing their profession.

The Client and the Service Provider are each responsible for the selection, implementation and maintenance of their own procedures and security policies as well as their suitability for the services to be carried out under the Contract. This is intended to protect their respective information from unauthorized access, alteration or destruction.

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

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

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

Access control

The Service Provider undertakes to only access the Information strictly necessary for the performance of its mission. Access to the Information, services and infrastructure granted to the Provider is limited to the minimum necessary for the performance of its services under the Contract. The Service Provider will inform the Client as soon as possible if he notices an error in the allocation of access prohibiting him from fulfilling his mission or exceeding the scope of his mission.

Access to the computer system and/or the Client's premises are issued in a nominative manner to persons acting for the Service Provider within the framework of the execution of the Contract.

Accesses can be permanently subjected to protection mechanisms and logged. For the purposes of protecting and controlling access to its Information, the Client does not limit itself to the protection mechanisms implemented by the Service Provider. The Client grants, controls and revokes the Service Provider's access to the premises and the Information necessary for performing the services. In this regard, the Service Provider is informed that its staff acting within the framework of the contract may, at any time and without prior notification, be subject to security checks based on the traces recorded on the Client's IT system.

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

"CONFIDENTIAL" or higher level or at Customer premises where such information is stored, processed or disseminated, a risk assessment to identify the protection mechanisms to be implemented will be carried out. The protection mechanisms identified during the risk assessment will be notified to the Provider, documented and implemented.

To access the Client's information system, the Service Provider must exclusively use the computer equipment provided by the Client, unless the latter has previously authorized the Service Provider in writing to use other methods of access.

Remote connection to the client's network

Any remote connection to the Client's network must be made through computer equipment or an access portal provided to the Service Provider by the Client. The Customer may, without prior notice or justification, interrupt, refuse or expand a remote connection to his network. The Client disconnects the remote network connection when it is no longer required.

The remote connection to the Client's network is permanently logged and archived for memory.

Risk assessment

Upon the Client's decision, the service may be subject to an assessment in order to determine the risks regarding the security of the Information. This evaluation mainly concerns the potential benefits for the Client of any breach in the availability, integrity, confidentiality and the chain of transmission of its Information used within the framework of the service.

Final provisions

Non-compliance with this safety appendix constitutes a breach of the Contract that can justify its termination without penalty for the Client.

In addition, a delay or postponement resulting from the Service Provider's non-compliance with safety rules and the measures taken by the Client to remedy it, pursuant to this Annex, cannot be invoked by the Service Provider to request any extension of the deadlines for performance of the Contract, which the Service Provider remains bound by, or any exemption from penalties.

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

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International

Annex: External review of the security plan of AFD's service providers

Instructions for use

In case of a security plan review request later than this date, please contact your contact person who will provide you with an updated annex.

What is it about?

Your organization:

- **Has just signed a service contract with the French Development Agency (AFD) taking place for all or part in an orange zone** ("not recommended unless imperative reason") or red ("formally inadvisable") according to the classification of the French Ministry for Europe and Foreign Affairs.
- **Signed a service contract with AFD taking place in an area that the French Ministry for Europe and Foreign Affairs has just downgraded to orange or red.**

Before any trip to these areas, you have the obligation to submit your security plan to a specialized firm, chosen and financed by AFD (article X of the contract).

This procedure is part of an **enhanced operational safety mechanism adopted in 2020 by AFD**. It aims to **support AFD providers** deployed in orange and red zones by providing them with an external assessment of the adequacy between the resources deployed (technical, human, financial) and the security risks related to the service. This review systematically includes operational recommendations. **AFD will not be aware of the conclusions of this review, and your organization will be solely responsible for taking all or part of these recommendations into account.**

The company *Amarante International* has been designated by AFD to carry out these external reviews remotely. They will be carried out by senior consultants with at least 8 years of multizone experience in international security management.

How to proceed?

Preliminary remark: The coordination of the exchanges/steps necessary for the success of the journal is entirely the responsibility of Amarante and **the provider**. **AFD will not be involved both technically and in monitoring the implementation of the review. Thus, the Agency will not be aware of either the mechanism put in place by the provider, nor of the recommendations issued, nor of the follow-up given by the provider to the recommendations. Moreover**, AFD's resources cannot be mobilized either by the service provider or by Amarante.

The **provider thus directly solicits Amarante via surete.prestataire.afd@amarante.com**. This request must include the following information:

- Elements on the provider,
- Location(s) and duration of project implementation
- Elements on the overall assembly of the project
- Elements related to logistics,
- Identification and contact of the main interlocutor of Amarante.

The service provider is also encouraged to provide initial information on the security system.

From the solicitation, **Amarante will have a period of 10 working days for the submission of the final report to the provider.** Upon receipt of the request, Amarante will forward to the service provider the information necessary for the proper conduct of the review, which will include an introductory meeting (remote), any interviews (remote) and a presentation meeting of the provisional report (remote).

Fields excluded from the service

The support mechanism does not include:

- The performance of field missions by the security firm. Nevertheless, the staff mobilized by Amarante have extensive and recent experience in the provider's deployment area.
- Drafting a security plan and supporting the implementation of recommendations.
- Support for the training of the provider's staff, infrastructure audit or any other provision, service or financial and technical support different from a safety plan review.

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30. Annex - GDPR

ARTICLE XXX - PROTECTION OF PERSONAL DATA

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

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

The Provider undertakes to:

- Process the Data only for the sole purpose(s) necessary to perform the services and in accordance with the documented instructions of AFD. If the Service Provider considers that an instruction constitutes a violation of the Regulation or any other provision of Union law or the law of the Member States relating to data protection, it shall immediately inform the AFD thereof;
- Not to carry out any transfer of the Data outside the European Economic Area, within the meaning of the applicable regulations, unless AFD's express prior consent is obtained;
- Implement all appropriate measures to ensure the confidentiality of the Data processed under this contract;
- Disclose the Data only to persons duly authorized, by reason of their functions, to receive communication from them, whether they are private, public, physical or legal persons;
- Do not make any copies of the Data except as necessary for the performance of its functions. If applicable, delete all copies made at the end of the Service;
- Immediately notify AFD of any incident found to potentially constitute a data breach, within the meaning of applicable regulations. This notification will be made at the following address: #DPO_notification@afd.fr
This notification must be accompanied by any relevant information in order to allow AFD, if necessary, to notify the competent supervisory authority of this infringement.
- Ensure that the persons authorized to process Personal Data under this contract:
 - undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
 - receive the necessary training on personal data protection
 - commit to respecting the AFD's safety instructions

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

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

Nature of the operations carried out on the Data:

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

Purpose(s) of the processing:

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

Categories of personal data processed:

(Check the relevant boxes)

- ☐ Civil status, Identity, Identification data
- ☐ Personal life (lifestyle, family situation, etc.)
- ☐ Professional life (CV, professional email address, professional training, academic background, etc.)
- ☐ Economic and financial information (income, financial situation, tax situation, etc.)
- ☐ Connection data (IP address, connection logs, etc.)
- ☐ Location data (movements, GPS data, GSM, etc.)
- ☐ Other:

Categories of persons concerned:

(Check the relevant boxes)

- ☐ Employees
- ☐ Candidates
- ☐ Suppliers and service providers
- ☐ Visitors
- ☐ Prospects
- ☐ Partners
- ☐ Other:

c) Power of instruction of the AFD

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

d) Information of the persons concerned

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

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

- Followed by the mission that may be entrusted to him/her

- Assessment of the quality of the service provided
- Constitution and exploitation of a file listing the providers to which AFD resorts

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

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