

PUBLIC PROCUREMENT CONTRACT FOR INTELLECTUAL SERVICES

**French Development Agency**

5 Rue Roland BARTHES

75012 PARIS

**SUBJECT: Development of a Land Acquisition and Resettlement Action Plan (LARAP) and a Gender Action Plan within the framework of the development of a wind farm in the province of Banten (Indonesia)**

**Contract No. EGI-2025-0477**

Procurement procedure

Restricted adaptation – In accordance with Articles R. 2123-1 and R. 2123-4 to R. 2123-7 of the Public Procurement Code

**ATTENTION**

This document can only be modified to supplement:

Identification of the Holder;

The article "Price";

Any appendices.

**UNDER PENALTY OF REJECTION OF YOUR OFFER**

**BETWEEN**

**The French Development Agency (AFD)**

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

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

**AND**

**The company** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, located at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, registered with the Trade and Companies Register \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ under number RCS\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Having reviewed the contract and the documents mentioned below,

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

¨ **Identity and title of signatory: Mrs./Mr. ………………………………………..**

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

¨ **Identity of the representative (1) : Mrs/Mr ………………………………….**

of the solidarity group

in solidarity with the joint group

commits to all the group service providers designated in the attached appendixto perform the requested services under the conditions defined below;

Trade name and company name of the candidate:

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

Establishment address:

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

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

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

Registered office address: *(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 : ...................................................

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

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

Intra-Community VAT number: .........................................................

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

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

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1. Preamble
   1. Presentation of the contracting authority

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

Within the framework of the development aid system, it is responsible for financing, through long-term loans and/or grants, the economic and social development of nearly 80 developing countries and Overseas Collectivities.

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

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

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

* 1. Definitions

Acts of Corruption:

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

Act of Fraud:

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

CONTRACT :

Refers to this contractual document, formalizing the reciprocal commitments between the AFD and the designated Contractor(s) following the award procedure.

CCTP

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

Personal data:

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

Agreement:

Refers to concerted actions, agreements, express or tacit understandings or coalitions, including those carried out directly or indirectly through a group company established in any country as defined in Article 420-1 of the French Commercial Code, when their object or effect is to prevent, restrict or distort competition in a market, particularly when they aim to:

* Limiting market access or the free exercise of competition by other companies;
* To obstruct the setting of prices by the free play of the market by artificially encouraging their rise or fall;
* To limit or control production, markets, investments or technological progress;
* Allocate markets or sources of supply.

Confidential Information:

Designates:

* All information, data, documents of any kind and in any form or medium, including, but not limited to, any writing, note, report, document, study, analysis, drawing, letter, listing, software or data content 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 Contractor may have obtained, directly or indirectly, in writing or by any other means, from the Contracting Authority for the purposes of or in connection with the Contract, including without limitation all technical, commercial, strategic or financial information, studies, specifications, software, products;
* The Service (including reports, work, studies, carried out under the Service) and any information relating thereto.

Representative

Designates the member of the Consortium designated in this contract who represents all members of the Consortium vis-à-vis the Contracting Authority.

Staff :

Refers to the personnel of the Contractor assigned by the latter to the performance of the Service.

Benefit :

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

Outsourced Essential Services:

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

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

Holder :

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

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

This Contract defines the conditions under which the Contracting Authority entrusts the Contractor, who accepts it, with the performance of the following services: Development of a Land Acquisition and Resettlement Action Plan (LARAP) and a Gender Action Plan within the framework of the development of a wind farm in the province of BANTEN (Indonesia)

**Place(s) of performance** : Indonesia and remotely

* 1. Subcontracting

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

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

The Contractor undertakes to ensure that its subcontractors are capable of fulfilling their duties both in France and in the country where the mission is to be carried out. The Contractor guarantees that the subcontractors will complete, in particular, all formalities relating to the administrative status of their staff, obtain visas, and all documents required by local regulations. The Contractor also undertakes to (i) have taken all necessary measures (insurance, mutual funds, etc.) to assist its staff in the event of difficulties arising locally, such as, for example, an evacuation for health or political reasons, and (ii) provide any technical assistance that its staff may require in the course of their mission.

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

said subcontractor(s). In this case, the Contractor guarantees the continuity of performance of the Contract.

The Contractor shall bear the cost of all expenses associated with the implementation of subcontracting as well as any replacement of subcontractor, if necessary.

The Contractor remains responsible for the contractual and operational commitments of the Contract.

* 1. Contract Amendment - Review Clause

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

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

The contracting authority and the contractor may plan to negotiate an amendment to the contract relating to the conditions for the performance of services.

• In the event of a significant increase or decrease in the projected volume of services covered by the contract;

• Or/and in the event of circumstances which the contracting authority and the contractor could not foresee in their nature or scope and which significantly alter the conditions of performance of the contract.

• Or/and in the event of an increase in the fund

It may change in value, either increasing or decreasing, under the aforementioned conditions.

The adjustment of remuneration will be made in accordance with market prices.

However, this modification cannot lead to a change of more than 20%, either upwards or downwards, in the initial amount of the contract over the period concerned.

If the parties agree on the modification of the contract, it is then necessary to formalize the change through an addendum.

* 1. Similar services

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

1. Contract Duration – Execution Deadlines – Renewal
   1. Contract duration

This framework agreement is concluded for a fixed period of 36 months from the date of notification.

The time frame for completing the services is 17 months.

* 1. Renewal

The contract is renewable once by tacit renewal for a period of 6 months, without its total duration exceeding 42 months.

If the contract is not renewed, the person authorized to sign the contract shall make a written decision not to renew it. The contracting authority shall notify the contractor of the decision not to renew 15 calendar days before the end of the fixed term of the contract.

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

The holder cannot refuse the renewal of the framework agreement.

1. Constituent parts of the contract

By way of derogation from Article 4.1 of the CCAG PI, in the event of a contradiction between the stipulations of the contractual documents of the Contract, they shall prevail in the following order of priority:

* This Contract and any annexes thereto;
* The technical specifications (CCTP) and any annexes thereof, of which only the original copy kept in the buyer's archives is valid;
* The general administrative clauses for public contracts for intellectual services (CCAG PI) approved by the decree of March 30, 2021 (published in the JORF n°0078 of April 1, 2021);
* The Holder's offer;
* Special subcontracting acts and any amendments thereto, subsequent to the notification of the contract.

1. Conditions for the performance of services

The services must comply with the stipulations of the contract.

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 needed, obtaining from other competent bodies the information and details that the holder may require.

The Contractor shall, within the framework of the performance of the Contract, contribute all its expertise and skills necessary for the completion of the Service. It shall provide all the logistics and equipment necessary for the proper execution of the Service.

The Contractor must perform the Service professionally and in accordance with best practices.

* 1. Personnel assigned to the mission

The Contractor will assign the appropriate personnel to carry out the various tasks necessary for the proper execution of the Services. The Contractor must provide the names and professional qualifications of the individuals who will be responsible for performing the services.

The Contractor may replace one or more staff members in the event of their absence, provided that (i) the qualifications of the proposed replacement(s) are equivalent to or greater than those of the person(s) to be replaced, (ii) the replacement does not cause any delay to the Contracting Authority with regard to the schedule for the performance of the Services, and (iii) the Contractor has obtained prior written consent from the Contracting Authority for the proposed replacement(s). The replacement must then take place immediately. The Contractor shall bear all associated costs.

The Staff will operate under the supervision, legal, hierarchical, and disciplinary responsibility of the Contractor. The Contractor therefore undertakes to complete all applicable formalities in accordance with current regulations, which are the responsibility of the employer, particularly concerning labor law, social security coverage, and tax obligations. The Staff will, in all circumstances, be under the sole authority of the Contractor and will be accountable for their activities exclusively and directly to the Contractor.

The Contractor undertakes to take all necessary steps to ensure that the Staff are fit to carry out their mission both in France and in the country where the mission is to be performed. This includes completing all formalities related to the Staff's administrative status, obtaining visas, and any other documents required by local regulations. The Contractor also undertakes to (i) have taken all necessary measures (insurance, mutual funds, etc.) to assist the Staff in the event of difficulties arising locally, such as, for example, an evacuation for health or political reasons, and (ii) provide any technical assistance the Staff may require in the course of their mission.

* 1. Technical specifications for CSR and contract execution
     1. Reduction of carbon emissions and energy consumption

As part of the performance of this contract, the contractor is obligated to implement one or more carbon emission reduction and energy consumption reduction measures applicable to the subject matter of the contract. They must be able to calculate the carbon emissions of the purchase or provide one or more indicators relating to the energy consumption of the purchase. The methodology for calculating carbon emissions must be described.

Regarding business travel, the holder is encouraged to adopt an approach to reduce travel emissions (rules applicable to travel, choice of lower carbon-emitting modes of transport when possible, etc.).

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

The holder must provide all documentation that helps justify their actions. (Maximum 1/2 to 1 page)

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

* + 1. Actions to promote gender equality in the workplace

The contractor will implement one or more actions for gender equality in the workplace applicable to the subject of the contract.

The contractor describes in his technical report the action(s) promoting the achievement of gender equality in the workplace among his staff mobilized under the contract, as well as, where applicable, the associated indicator(s).

The holder must specify for each action:

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

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

The Contractor shall communicate, upon request from the Contracting Authority, at the end of each calendar year and at the end of the contract, the result of the action(s) put in place, including where applicable the associated indicators.

* 1. Safety

The Licensee undertakes to comply with all applicable laws and regulations relating to security, and to take the measures incumbent upon it to ensure the safety of its staff, for which it is solely responsible.

The Contracting Authority is not responsible for the safety of natural persons or the staff of legal entities to whom the Contractor may entrust or delegate, in any way whatsoever, all or part of the performance of the Service(s).

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

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

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

The specialized external body will review the documentation and submit its recommendations solely to the Contractor, who will then decide on the appropriate action under its sole responsibility. The specialized external body will send the Contracting Authority a certificate, issued by the body itself, confirming the review of the submitted documentation. No further work may be carried out in the area(s) concerned until the Contracting Authority has received this certificate.

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

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

* 1. Suspension due to serious and imminent risk

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

The Contractor shall inform the Contracting Authority without delay.

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

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

The Contractor must continue to fulfill its obligations under this contract and take all necessary steps to minimize the consequences of staff layoffs or any other relevant stakeholders and any potential suspension of services. The parties will determine any necessary adjustments to this contract to ensure the continued performance of services.

In the event that the Contractor is permanently prevented from performing this contract, article 38.1 of the CCAG PI "Difficulties in performing the contract" will be applied.

1. Prices and price variations

The services covered by the Contract will be remunerated by application of the overall and fixed amount specified below.

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

**Total cost of services under the contract over the overall duration of the contract (Fees + Travel Expenses)**

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

**Amount of benefits - in words**

Amount excluding tax (in words) (€):

VAT amount at a rate of 0%:

Total amount including tax (in words) (€):

In the case of a group, the detailed breakdown of services and tasks to be performed by each member of the group and the amount of the contract due to each are broken down in the attached appendix.

* 1. Method of establishing contract prices

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

* 1. Price contents

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

The price includes in particular salaries, all bonuses, insurance, allowances, social charges, and any taxes inherent to the market, overhead costs, salaries, all bonuses, allowances, social charges, etc., overhead costs: preparation, participation and reporting of working and feedback meetings, collection of data necessary for studies from the various departments, anticipation and alerting the AFD in case of delay, secretarial costs, insurance, reproduction and distribution of deliverables, small office equipment, necessary for working (computer, printer, etc.) and any on-site offices.

Mission expenses are included in the overall fixed price of services, even though the amount allocated for service fees and mission expenses are quite separate.

The mission expenses arising from the postponement or rejection of services are the responsibility of the holder.

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

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

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

Consultants must plan their missions as efficiently as possible to allow for the booking of travel tickets at advantageous rates.

Regarding air travel, the default travel conditions are those corresponding to the airline's Economy class. Business travel may be undertaken in Business class when one of the following conditions is met:

- the journey has a travel time (takeoff from the origin airport - landing at the destination airport) of more than 10 hours;

- the journey is made at night;

- if there is no Economy or Premium fare flight for the period during which the trip must absolutely take place.

Flights on companies listed in the European Commission's blacklist of airlines are prohibited for business travel to AFD (blacklisted companies).

* + 1. The per diem

Per diems will be charged in units of a fixed fee and within the limits of the amounts indicated in the corresponding financial annex (DPGF).

In all cases, the instructions given below apply.

Per diems cover accommodation, meals, transportation within the mission location, and miscellaneous expenses. The number of per diems is calculated based on the number of nights spent. For example, for a 3-day trip with only two nights' stays, only two per diems should be included in the budget.

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

Travel undertaken for the purposes of a mission must be considered part of the mission. Travel expenses cover the costs of traveling to the mission location. Travel expenses must comply with the following conditions:

- Travel by plane in economy class: the plane tickets will be economy class tickets, round trip

- travel by train in economy class,

- car rental.

Mission expenses, per diems, and airfare/visa costs (if applicable) will be invoiced after services are rendered. This invoice serves to document the expenses incurred in support of the mission and must clearly distinguish mission costs from those related to the daily rates of the personnel involved.

All costs not associated with an invoice will be considered as unincurred expenses in support of the execution of the mission and will not be reimbursed.

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

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

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

* **Plane tickets**

Any PCR test fees for arrival or departure from the mission location, as well as any visas, are included in the cost of the airline tickets.

Any PCR tests and other self-tests outside of this case will not be covered by the contracting authority.

Airfare prices will be economy class, return tickets and will be charged within the limits of the package indicated in the financial appendix.

* 1. Price variation

Market prices are subject to revision.

Prices are fixed for the first 24 months of contract execution and can be revised once during the last 18 months.

* **Month of price establishment**

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

This month is called "month zero".

* **Choice of the benchmark index**

The reference index chosen because of its structure for revising the prices of the services covered by the contract is the SYNTEC index.

In the event of the disappearance of the price revision index, the closest index will automatically replace it.

* **Price revision procedures**

Each price will be revised once during the last 18 months according to the following formula:

**I**

**P = Po 0.15 + 0.85 \_\_\_\_\_**

**Io**

in which:

P = revised unit prices

Po = initial unit prices in the month of price establishment.

I, I1, I2, ….. In = last known value(s) of the index(es) on the day of the revision

Io , I1o, I2o……….Ino = value of this/these same index(es) in the month of price establishment.

The holder will provide a financial annex as well as the detailed calculation formula used for its establishment.

At each revision, the holder will transmit the annex to the contract, indicating its revision rate, its calculation and its sources of information with the index used.

This revision coefficient can only be applied to the invoice after its validation by the AFD.

1. Advance

The payment of an advance is not provided for in this Contract.

1. Retention of guarantee

No retention of guarantee will be made.

1. Settling accounts with the holder
   1. Terms of payment of the price
      1. Price settlement

This contract will be subject to a payment schedule:

|  |  |
| --- | --- |
| Deliverable | Percentage |
| 1: Initial Report | 15% of the total contract amount, upon receipt and validation of deliverable 1. |
| 2: Final LARAP without census | 3.5% of the total contract amount , upon receipt and validation of deliverable 2. |
| 5 and 6: Gender assessment | 15% of the total market value upon receipt and validation of deliverables 5 and 6 |
| 3 and 4: Final Report | 35% of the total contract amount upon receipt and validation of deliverables 3 and 4 |

The final settlement will take place a maximum of 30 (thirty) days from the date of receipt of the invoice by the Contracting Authority, subject to the user service verifying the proper execution of the services.

* + 1. Payment requests

The payment request is dated and includes, as applicable:

* market benchmarks;
* the amount of benefits received, established in accordance with the stipulations of the contract, excluding VAT and, where applicable, reduced by any applicable discounts or the amount of benefits corresponding to the period in question;
* the breakdown of lump sum prices and the details of unit prices;
* In the event of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding tax, their amount including tax, and, where applicable, any price variations established excluding and including tax.
* in the case of a joint venture, for each economic operator, the amount of services performed by the economic operator;
* the application of the price update or revision;
* where applicable, allowances, bonuses and deductions;
* any penalties for delay;
* advances to be repaid;
* the amount of VAT or, where applicable, the benefit of an exemption
* the amount including tax

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

* + 1. Transmission of payment requests

The submission, transmission, and receipt of electronic invoices are carried out exclusively via the Chorus Pro invoicing portal. When an invoice is transmitted outside of this portal, the Contracting Authority may reject it after reminding the issuer of this obligation and requesting compliance. To this end, your electronic invoices sent to the Contracting Authority must include the following information:

|  |  |
| --- | --- |
| **Establishment:** | FRENCH DEVELOPMENT AGENCY |
| **SIRET:** | 77566559900129 |
| **CHORUS Service Code:** | To be completed according to the department of origin (PAR-MOA-025) |
| **Market Number:** | EGI-2025-0477 |
| **Project number:** | CID1146 |

* 1. Regulations in the case of joint and several liability contractors

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

In the case of a joint venture, separate payment will be made to each of the co-contractors, if the distribution of payments is identified in the annex to this Contract.

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

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

* 1. Payment deadlines

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

* 1. VAT

This contract may be exempt from French value added tax when:

* The market finances a cooperative action benefiting a country outside the European community.
* The service consists of information, advice, studies or research services,
* The results of the services are communicated to the country concerned and
* The intervention framework for the service is geared towards highlighting the clear benefit of the service for the country concerned.

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

* 1. Deferral interest

Failure to pay advances, installments, final partial payments or the balance within the period set by the Contract entitles the creditor to default interest, calculated from the day after the expiry of said period (or the due date provided for by the Contract) until the date of payment of the principal inclusive (Article R. 2192-32 of the Public Procurement Code).

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

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

1. Penalties
   1. Terms and conditions for applying penalties

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

The payment of penalties shall not preclude the automatic termination, without compensation, of the Contract at the expense of the Contractor in the event of fault or non-performance of its obligations. Penalties are only due in the event of fault attributable exclusively to the Contractor.

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

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

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

* 1. Penalties for delay

The documents to be produced by the contractor within a period set by the contract must be transmitted by the Contractor by any means allowing proof of their date of receipt by the Contracting Authority.

Any delay will be determined by simply comparing the completion date of the service with that set in the offer or terms of reference.

In the event of exceeding the agreed execution deadline, the contractor shall, without prior notice, incur a penalty of 500 euros per calendar day of delay.

Any extensions of verification periods necessitated by persistent deficiencies in results will result in a delay that may be deducted as a penalty.

By way of derogation from article 14.1.3 of the CCAG PI, the Holder shall not be exempt from penalties whose total amount does not exceed €1000 excluding VAT for the whole of the Contract.

* 1. Penalties for breach of security or confidentiality obligations

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

Violation of the security measures or confidentiality obligations set out in Article 5 of the CCAG-PI is likely to result in termination of this Contract for serious misconduct as defined in Article 39 of the CCAG-PI and exposes the Contractor to the following penalties (notwithstanding Article 14.2 of the CCAG-PI):

In the event of non-compliance with the rules of security and protection of Confidential Information not involving Personal Data: application of a fixed penalty between 0.5% and 1% of the amount executed of the Contract on the date of finding the event giving rise to the penalty;

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

* 1. Other penalties

**- Penalties for absence from a meeting:** €200 per absence if no valid justification is provided by the service provider.

**-Penalties for non-compliance:**

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

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

-Failure to comply with the terms of the technical report: €500

-Unapproved subcontracting prior to intervention: €500 without prejudice to the termination of the contract without compensation

1. Cessation of performance of the service

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

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

1. Admission – Mission Completion

The deliverable reception operations focus on their content (accuracy and relevance) and their form (writing quality and readability).

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

Following the verification operations, the AFD may take one of the following decisions pursuant to Article 27 of the CCAG - PI:

- Admission,

- postponement,

- reduction,

- rejection.

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

The Contractor shall provide all necessary explanations to enable the Contracting Authority to proceed with the Acceptance. The Contracting Authority will then formalize a report (in the form of an email) with its observations.

In the event of observations made by the Contracting Authority, the Contractor shall respond in writing within five (5) working days and make the appropriate modifications to the Deliverables. If this period appears insufficient to the Contractor, the Contractor shall have three (3) days from the date of the Contracting Authority's report to justify and specify a required extension.

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

In the new release, the changes must appear as revision marks and be recorded in the history.

1. Insurance – Liability

In accordance with Article 9 of the CCAG PI, the Contractor must take out insurance to guarantee its liability towards the Contracting Authority and third parties who are victims of accidents or damage caused by the performance of the services.

The contractor must provide proof, within fifteen days of notification of the contract and before any start of its execution, that it holds these insurance contracts, by means of a certificate establishing the extent of the liability guaranteed.

At any time during the execution of the contract, the contractor must be able to produce this certificate, upon request from the buyer and within fifteen days of receiving the request.

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

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

* 1. results system

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

* + 1. Transfer of copyright

The Contractor hereby assigns to the Contracting Authority, on an exclusive basis, all rights to the Service, as well as any element constituting it, in whole or in part. The Contractor irrevocably assigns to the Contracting Authority, on an exclusive basis worldwide and for the full legal term of copyright, the rights of exploitation, performance, reproduction, and adaptation for commercial and/or non-commercial purposes that it holds or will hold in the reports, works, studies, and documents produced in connection with the Service (hereinafter the "Assignment").

More specifically, the Assignment includes the following rights:

* to use, reproduce, store, distribute, communicate, perform, translate, exploit, disseminate, represent the Service;
* for promotional, commercial or non-commercial, public or private purposes, including but not limited to exhibitions, information campaigns or public relations activities);
* in whole or in part on any medium, current or future, and in particular paper, optical, digital, magnetic or any other computer, electronic or telecommunications medium.

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

The Provider also acknowledges the Contracting Authority's right to transfer to any third party its right to use the reports, work, studies and documents produced by the Provider under the Contract.

* + 1. Guarantees of the Transfer

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

Consequently, the Holder guarantees the Contracting Authority against any action, claim, demand or objection from any person invoking a property right, including intellectual property rights, or an act of competition and/or parasitism which the Assignment would infringe.

The Holder guarantees that the Service does not contain anything that could constitute a violation of applicable laws and regulations, in particular relating to defamation and libel, privacy and image rights, offenses against public morals, counterfeiting or plagiarism.

* + 1. Sale Compensation

The price of the Transfer is definitively included in the remuneration of the Contract. The Holder acknowledges having been informed of this and may not claim any additional sum in respect of the Transfer.

1. Additional clauses
   1. Reorganization or judicial liquidation

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

The judgment instituting the receivership or liquidation proceedings must be notified immediately to the contracting authority by the contractor. The same applies to any judgment or decision likely to affect the performance of the contract.

The contracting authority sends a formal notice to the administrator or liquidator asking whether they intend to demand performance of the contract. In the event of receivership, this formal notice is sent to the contractor in the case of a simplified procedure without an administrator if, pursuant to Article L627-2 of the French Commercial Code, the supervising judge has expressly authorized the administrator to exercise the option provided for in Article L622-13 of the French Commercial Code.

If a negative response is received, or if no response is received within one month of the formal notice being sent, the contract will be terminated. This one-month period may be extended or shortened if, before its expiry, the supervising judge has granted the administrator or liquidator an extension, or has set a shorter deadline.

The termination takes effect on the date of the decision by the administrator, liquidator, or contractor to discontinue performance of the contract, or upon expiry of the one-month period mentioned above. The contractor is not entitled to any compensation.

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

The Provider shall be responsible for obtaining all necessary authorizations under this Contract and for obtaining insurance related to the Services. The Provider declares that it will obtain and maintain, and ensure that its Personnel have, insurance covering all risks associated with the performance of the Services. The Provider shall provide AFD, upon request, with the corresponding insurance certificate(s).

The Service Provider declares:

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

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

* 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 their tax obligations;
* A certificate issued by the competent authorities confirming that the Holder is up to date with their social obligations;
* A valid certificate of civil and/or professional liability insurance.
* The list of names of foreign workers outside the EU or posted workers employed by the structure or failing that a declaration on honor of not employing foreign workers outside the EU.

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

* + 1. Confidentiality obligation

The Contractor, acting both for itself and on behalf of the Personnel for which it is responsible, undertakes, for the duration of the Contract and for a period of five (5) years following the termination of the Contract, to ensure that the Confidential Information:

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

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

The Contractor therefore undertakes not to disclose, directly or indirectly, in part or in whole, the Confidential Information without the express, prior and written agreement 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 tasks entrusted to it without the prior, express and written authorization of the Contracting Authority.

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

* + 1. Powers of the Holder

The Contractor has no authority to act in the name of or on behalf of the Contracting Authority or to bind the latter, except with an express and specific mandate granted by the Contracting Authority on a case-by-case basis. The Contracting Authority remains the sole judge of any decisions to be made regarding proposals submitted to it by the Contractor upon completion of the Services.

* + 1. Integrity clause

The Holder declares and undertakes to:

* not to have committed any act likely to influence the competitive bidding process and in particular that no agreement has been reached and will be reached;
* that which the negotiation, the awarding and the execution of the Contract have not given, do not give and will not give rise to an Act of Corruption and/or an Act of Fraud.
  + 1. Social and environmental responsibility

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

* + 1. Personal data

In the course of providing the Services, the Contractor may be required to process personal data, as defined by 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 French Law No. 78-17 of 6 January 1978, as amended, known as the “Data Protection Act” (hereinafter “the Data”), on behalf of and under the responsibility of the Contracting Authority. Therefore, the Contractor would act as a “data processor” of the Contracting Authority, within the meaning and under the conditions described in Article 60 of the French Data Protection Act and Article 28 of the GDPR.

Also, where applicable, the Holder undertakes to:

* not to use the Data for purposes other than those necessary for the implementation of the Service and not to make any copies of the Data other than within the strict framework of the execution of the Contract,
* to respect the principle of relevance and proportionality of the personal data processed and, consequently, to collect/process only the Data strictly necessary for the provision of the Services. In any event, the Contractor undertakes to act only on prior written instructions from the Contracting Authority, which may, spontaneously or at the Contractor's request, specify in writing the categories of personal data likely to be processed for the performance of the Service.
* not to transfer the Data to States not belonging to 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 to third-party companies all or part of the Services involving participation in the implementation of Data processing, unless it has obtained the prior written consent of the Contracting Authority. If the Contracting Authority accepts the proposed subcontracting, the Data Controller undertakes to enter into a contract with its identified subcontractor containing the same obligations regarding Data protection as those agreed upon herein.

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

**Security, confidentiality and auditing**

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

The Contractor must immediately notify the Contracting Authority of any control measures or access requests made by duly authorized authorities such as the CNIL or the judicial police.

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

In accordance with 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 mandated for this purpose, to:

* request any useful information from the Holder justifying the implementation of security and confidentiality measures (document checks),
* to monitor at 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 conduct an on-site inspection once a year at the Contractor's premises during normal business hours, without disrupting the Contractor's operations. In addition to this annual inspection, the Contracting Authority may conduct any ad hoc inspection in the event of a security breach at the Contractor's premises affecting the confidentiality, integrity, or security of the Data, whether intentional or accidental, including any breach, loss, theft, unauthorized access, disclosure, destruction, or alteration of the Data (hereinafter "Data Breach").

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

The Contracting Authority undertakes to make its best efforts to assist the designated representative during inspections and to grant them access to the premises and relevant equipment. The Data Controller undertakes to provide, upon request from the Contracting Authority, the information required to allow the Contracting Authority to conduct an inspection, either documentary or on-site, of the conditions under which the Data processing is carried out, and to provide all related documentation.

**Data Breach Notification by the Data Controller**

The Data Controller undertakes to inform the Contracting Authority without delay, as soon as it becomes aware of any Data Breach. The Data Controller undertakes, where applicable, to provide the Contracting Authority (or any person expressly designated by it) with all information necessary to assess the risks and impacts of the Data Breach and to enable it to take all appropriate action.

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

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

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

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 appropriate in consultation with the competent supervisory authority).

**Power of the Contracting Authority to Instruct**

The Contracting Authority has broad rights to issue all directives, particularly regarding the nature, scope, and processing methods of the Data. Directives issued by the Contracting Authority must be in writing and cannot give rise to a request for additional remuneration by the Contractor.

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

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

The removal will, if applicable, be recorded in a report indicating the date. A copy of this report will be sent to the Contracting Authority.

**Rights of the persons concerned**

Any request for information from the Data Controller submitted by a data subject, as defined in Article 4 of the GDPR, will be immediately forwarded to the Data Protection Officer of the Contracting Authority or any other person expressly designated by the Contracting Authority. The same applies to any request for access, rectification, or objection. The Data Controller must provide the Contracting Authority with all necessary assistance to enable it to comply with these requests within the statutory time limits.

**Formalities**

The Holder shall cooperate with the Contracting Authority and provide it with all necessary information so that the latter 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 processing**

The Contractor undertakes to keep and make available to the Contracting Authority all useful documentation justifying that the processing of the Data implemented by the Contractor 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 Contractor undertakes to retain said documentation beyond the termination of the Contract until the expiry of the applicable limitation period during which the Contracting Authority may be held liable due to the conditions and methods of implementing the Data processing by the Contractor. The Contractor may, however, be released from this obligation in advance by submitting said documentation to the Contracting Authority upon termination of the Contract.

**Supplier Management for the Contracting Authority**

As part of its supplier administration, the Contracting Authority processes personal data that may concern the Contractor's staff, who therefore have, in accordance with the French Data Protection Act (Loi Informatique et Libertés), the right to access, rectify, and object to the processing of their personal data. These rights may be exercised directly with the AFD Group's Data Protection Officer, in particular by email at the following address: informatique.libertés@afd.fr.

* 1. Obligations of the Contracting Authority

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

* to make available to the Holder all the elements it possesses and which are necessary to understand the problem in order to carry out the Service;
* to facilitate contact between the Contracting Authority and the relevant personnel involved in the Service.
  1. Miscellaneous

The Contractor may not assign any of its rights and/or obligations under this contract except with the express prior agreement of the Contracting Authority.

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

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

The original Contract is drawn up and signed in French. If a translation is made, only the French version shall prevail in the event of any discrepancy in the interpretation of the provisions of the Contract or in the event of a dispute between the Parties.

1. Audit

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

* Aim to verify compliance by him with his contractual obligations, the conditions for the execution of services and/or the performance of the holder, as well as the applicable regulatory requirements;
* To relate to personal data, the terms of which are specified in the Personal Data section of this contract;
* To enable 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 in Article 65(3) of Directive 2013/36/EU.

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

The contracting authority also reserves the right to conduct individual audits and penetration tests at the service provider's premises in order to assess the effectiveness of the measures and processes implemented in the area of cybersecurity and internal ICT security.

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

This audit may be carried out at any time at the Contracting Authority's discretion, including after the contract has ended, up to a maximum period of five (5) years.

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

The Holder undertakes to cooperate with the Contracting Authority or its representative, as well as with the ACPR, and to facilitate their audit by providing them with all necessary information and responding to all their requests related to this audit, within the authorized limits of the audit listed at the beginning of this article. Should their requests exceed these contractual limits of the authorized audit, the Holder will notify the Contracting Authority. Both parties will seek the best way to achieve the aforementioned audit within the authorized contractual limits.

Throughout the duration of the Contract and for the duration of the tax limitation period after its termination, the Contractor undertakes to make available to the Contracting Authority and its mandated controllers 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 creation of these invoices.

These archives include, but are not limited to:

- Physical documents (paper, CDs…),

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

Should the Contracting Authority require the production of documents in the sole and demonstrable possession of the Contractor, the audits will be conducted at the Contractor's premises and must comply with the opening hours, practices, and security rules in force at those premises. The Contracting Authority may access the Contractor's premises after notifying the Contractor of its request in writing and respecting a 72-hour notice period.

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

1. Reversibility

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

The Contractor undertakes to ensure reversibility and to make every effort, both legally and in terms of personnel, to enable the Contracting Authority, upon termination of the Contract, to resume or arrange for the resumption by a third party of the services covered by this Contract, in the most coordinated manner possible and under the most cost-effective conditions for the Contracting Authority, and ensuring, in particular, the continuity of the services covered by the Contract with minimal interruptions. To this end, following the termination of the Contract and during a three-month transition period, the Contractor will continue to provide the services until they are fully and effectively taken over by the Contracting Authority or by a new service provider designated by it.

Upon termination of the Contract, for whatever reason, the Contractor shall make available to the Contracting Authority any document which may be necessary for the resumption of the service, whether to provide it itself or to entrust it to a third party.

At the request of the Contracting Authority, the Contractor undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even ad hoc, made by the Contracting Authority or by the Contractor designated by the latter to take over the service which is the subject of this Contract.

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

* If the reversibility results from a termination or cessation of the Contract, following a fault or default by the Contractor, or if it results from a non-renewal at any of the Contract's expiry dates due to the Contractor, the reversibility assistance services performed by the Contractor shall not be invoiced to the Contracting Authority.
* If the reversibility results from the occurrence of a force majeure event or a termination of the Contract due to shared fault, the costs of assistance with the reversibility are shared equally.
* If the reversibility arises from any other cause of interruption of this Contract, the reversibility assistance services performed by the Holder shall be invoiced to the Contracting Authority in full.

In this context, the Holder undertakes to:

* to provide, in an unaltered, usable and agreed format, all data belonging to the Contracting Authority as well as personal data previously communicated by the Contracting Authority,
* destroy any copies of this data and do not use it for your own purposes or for the benefit of third parties

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

1. Contract Termination

Articles L 2195-1 et seq. of the Public Procurement Code and Articles 36 to 42 of the CCAG PI will be applied, with the following clarifications:

* 1. Termination due to the holder's fault

The Contracting Authority may, after a formal notice has remained unsuccessful within the allotted time, and subject to a notice period of no less than fifteen (15) days, terminate the contract at the Contractor's expense under the conditions set out in Article 39 of the CCAG PI

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

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

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

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

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

This termination for cause is without prejudice to any other actions, including criminal actions, that may be brought against the Holder in this case.

In case of termination for cause:

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

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

In addition to Article 39 of the CCAG PI, if the subcontractor of tier 1 and above fails to produce within 8 days of acceptance of a subcontract of second tier or higher, and after formal notice to the subcontractor of tier 1 and above and to the holder of the contract, which remains without effect within a period of 8 days, the contract shall be terminated at the fault of the holder without the latter being able to claim compensation and, where applicable, with performance of the services at its own expense and risk.

* 1. Termination for reasons of public interest

In the event of termination for reasons of public interest, or at the request of the ACPR, the termination compensation is set at 5% of the amount committed excluding VAT of the contract, less the amount excluding VAT not revised of the services accepted.

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

In accordance with Articles L 8222-1 and D 8222-5 of the French Labour Code and Article 15.2 "Declaration of the service provider", the Service Provider must provide the following documents upon signature of the Contract, and then regularly thereafter according to the validity period of each document, every six (6) months, until the end of the Contract's execution:

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

Pursuant to Article L 8222-6 of the Labour Code, the AFD reserves the right to impose a penalty on the Provider who fails to comply with the formalities mentioned in Articles L 8221-3 to L 8221-5 of the Labour Code relating to undeclared work by concealment of activity and concealment of salaried employment.

Without prejudice to Articles L. 8222-1 to L. 8222-3, any public legal entity that has contracted with a company, upon being informed in writing by an inspector of the company's irregular status with regard to the formalities mentioned in Articles L. 8221-3 and L. 8221-5, shall immediately order that company to cease this irregularity without delay. The company thus formally notified shall provide the public entity, within two months, with proof that it has remedied the unlawful situation. Failing this, the contract may be terminated without compensation, at the contractor's expense and risk. The public legal entity shall inform the inspector who made the report of the action taken by the company in response to its order. If the obligations arising from the first and third paragraphs of this article are not respected, or, in the event of continuation of the contract, if proof of the end of the tortious situation has not been provided to it within six months following the formal notice, the public legal entity is jointly and severally liable with its contracting party for the payment of the sums mentioned in points 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3.

1. Disputes

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

French law is the only applicable law.

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

1. Provisions applicable in the case of a foreign holder

French law alone applies to this contract.

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

1. Derogations from general documents

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

1. Candidate's signature

Candidates are reminded that signing this Contract constitutes acceptance of all contractual documents.

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

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

Made in one original

HAS :

THE

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

1. Acceptance of the offer by the Contracting Authority

The subcontractors proposed in the subcontracting agreements attached to this Contract are accepted as entitled to direct payment and the stated payment terms are agreed.

This offer is accepted as a binding agreement.

HAS

THE

The Contracting Authority

1. Appendix: Subcontracting Declaration

Annex to the Single Contract (SC)

Contracting Authority: French Development Agency

* Buyer's designation:

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

Subject of the contract

**Subject of the consultation: Study of the Land Acquisition and Resettlement Action Plan (LARAP) for populations affected by the development of a wind farm in the province of Banten (Indonesia)**

Subject of the contract: Study of the Land Acquisition and Resettlement Action Plan (LARAP) for populations affected by the development of a wind farm in the province of Banten (Indonesia)

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

 A document attached to the bidder's offer.

 A special act accepting the subcontractor and approving their payment terms *(subcontractor presented after the contract has been awarded)*

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

Identification of the bidder or the holder

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

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

In the case of a temporary joint venture, identification and contact details of the joint venture's representative:

Identification of the subcontractor

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

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

Natural person(s) authorized to bind the subcontractor: (Indicate the name, surname and capacity of each person):

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

 YES  NO

Nature of subcontracted services

**Nature of subcontracted services** :

**Subcontracting of personal data processing:**

*(To be completed if necessary)*

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

The duration of 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 people concerned are: ………………….

The bidder/holder declares that:

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

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

Price of subcontracted services

**Amount of subcontracted services** :

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

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

- VAT rate: …………………………………..

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

- Total amount including VAT (€): …………………………

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

- VAT rate: reverse charge (VAT is payable by the holder)

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

**Price variation methods** :

The contractor declares that its subcontractor meets the conditions to be **entitled to direct payment:**

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

 YES  NO

Payment terms

Bank details:

(Attach an IBAN)

IBAN:

BIC:

The subcontractor requests an advance payment:

 YES  NO

Subcontractor capabilities

(Note: This information is only required when requested by the buyer and has not already been provided as part of the DC2 form - see section H of the DC2 form.)

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

Where applicable, the internet address where supporting documents and evidence are directly and freely accessible, as well as all the information necessary to access them:

- Internet address:

- Information needed to access it:

Sworn statements from the subcontractor regarding the exclusions from the procedure

**The subcontractor declares on his honor** (\*) not falling under one of the exclusion grounds 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 (\*\*)

To certify that the subcontractor is not subject to any of these exclusion criteria, please check the following box: 

(\*) When 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 Public Procurement Code, it shall inform the buyer of this change of situation without delay.

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

**Evidence documents available online** :

Where applicable, the internet address where supporting documents and evidence are directly and freely accessible, as well as all the information necessary to access them:

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

- Internet address:

- Information needed to access it:

Assignment or pledging of receivables arising from the public contract

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

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

Consequently, the holder produces the following with the DC4:

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

OR

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

 **Second hypothesis:** This 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 the certificate of assignability having been given for the purpose of an assignment or pledge of receivables and cannot be returned, the holder justifies either that the assignment or pledge of receivables relating to the public contract does not prevent the direct payment of the subcontracted part, or that its amount has been reduced in order to make this payment possible.

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

Acceptance and approval of the subcontractor's payment terms

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

The subcontractor: The bidder or the contractor:

………………………… …………………………

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

A , the …………………………..

The buyer's representative:

Notification of the special act to the holder

**If sent by registered mail with return receipt requested** :

*(Paste the postal receipt, dated and signed by the account holder, in this box)*

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

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

At ……………………….., on ……………………………..

1. Appendix: Designation of joint contractors and allocation of services.

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

*Complete one copy per co-contractor:*

Trade name and company name of the candidate:

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

Establishment address:

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

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

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

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

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

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

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

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

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

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

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

Intra-Community VAT number: ...........................................................

Agrees to receive the advance:

¨ Yes

¨ No

Bank details:

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

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

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

1. Appendix: Pledging or Assignment of Receivables

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

**OR**

¨ **A single copy** (1) is issued to be given to the credit institution in the event of assignment or pledging of receivables from:

1. The entire contract, the amount of which is ( *indicate the amount in figures and words)* : ……………………………………………………………………………………………………………

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

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

2. The entirety of the purchase order no. ………………………………… relating to the contract ( *indicate the amount in figures and words)* :

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

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

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

3. The portion of the services that the contractor does not intend to subcontract to subcontractors receiving direct payment is valued at *(indicate in figures and words)* : ……………………………………………………………………………………………………………

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

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

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

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

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

and to be executed by

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

in the capacity of:

member of a business group

subcontractor​

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

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

(2) Original date and signature

1. Appendix - Security

INFORMATION SECURITY WITHIN THE FRAMEWORK OF

PERFORMANCE OF SERVICE CONTRACTS

**Service contract**

(frame to be removed before signing the contract)

Use of the safety annex

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

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

The contract provides AFD with staff who must have, even if only occasionally, access to AFD's information system.

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

If in doubt, contact the DMI/SEC division.

**Summary**

|  |  |
| --- | --- |
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| **7. FINAL PROVISIONS** | **6** |

**Definitions**

* The Contract

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

* The Client

Refers to the AFD, party to the Contract.

* The Service Provider

Refers to the service provider party to the Contract.

* Information system

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

* Information

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

* Remote connection

Refers to a connection that provides remote access to the Client's information system from an infrastructure not belonging to the Client.

**Generalities**

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

The purpose of this annex is to secure the conditions of access to and use of the Information, in particular by defining the criteria for granting the Provider secure and controlled access to the Information and by preventing its use without authorization.

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

**Commitment and rights of the parties regarding security**

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

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

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

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

The 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 processes information subject to banking secrecy as defined by the French Monetary and Financial Code. The Service Provider undertakes to respect the confidentiality of the Client's information under the professional secrecy governing its profession.

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

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

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

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

**Access control**

The Provider agrees to access only the Information strictly necessary for the performance of its duties. Access to Information, services, and infrastructure granted to the Provider is limited to the minimum necessary for the fulfillment of its services under this Agreement. The Provider will inform the Client as soon as possible if it becomes aware of an error in the allocation of access that prevents it from performing its duties or exceeds the scope of its mission.

Access to the Client's computer system and/or premises is granted on a nominative basis to persons acting for the Provider within the framework of the execution of the Contract.

Access may be permanently subject to protection mechanisms and logged. For the purposes of protecting and controlling access to its Information, the Client's actions are not limited to the protection mechanisms implemented by the Provider. The Client grants, controls, and revokes the Provider's access to the premises and Information necessary for the performance of the services. In this respect, the Provider is informed that its personnel acting within the scope of the contract may, at any time and without prior notice, be subject to security checks based on the logs recorded on the Client's information system.

If it is necessary to provide access to Classified Information

"CONFIDENTIAL" or higher-level access, or to Client premises where such information is stored, processed, or disseminated, will be subject to a risk assessment to identify the necessary safeguards. The safeguards identified during the risk assessment will be communicated to the Provider, documented, and implemented.

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

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

All remote connections to the Client's network must be made through computer equipment or an access portal provided to the Provider by the Client. The Client may, without prior notice or justification, interrupt, refuse, or expand a remote connection to its network. The Client will terminate the remote connection to the network when it is no longer required.

Remote connection to the Client's network is permanently logged and archived for future reference.

**Risk assessment**

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

**Final provisions**

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

Furthermore, a delay or postponement resulting from the Provider's failure to comply with safety rules and the measures taken by the Client to remedy it, pursuant to this appendix, cannot be invoked by the Provider to request any extension of the deadlines for the performance of the services under the Contract, to which the Provider remains bound, or any exemption from penalties.

This safety annex may be reviewed by the Client annually and modified if necessary without penalty or additional cost.

1. Appendix - GDPR

**ARTICLE XXX - PROTECTION OF PERSONAL DATA**

In the context of the execution of the contract, XXX may have access to and process personal data, as defined in the General Data Protection Regulation (EU) 2016/679 (hereinafter "the Data"), on behalf of the AFD.

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

The Service Provider agrees to:

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

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

* 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 in personal data protection
* commit to respecting the AFD's safety instructions

Insofar as the Provider has appointed a Data Protection Officer, it undertakes to provide the AFD with the name and contact details of that Officer. Furthermore, the Provider declares that it maintains a written record of all categories of processing activities carried out on behalf of the AFD, including all the information required pursuant to Article 30(2) of the Regulation.

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

Nature of the operations performed on the Data:

[ *Remove, from the following proposals, the actions not included in the processing carried out by the Subcontractor* : collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, 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 people concerned:

*(Check the relevant boxes)*

☐Employees

☐Candidates

☐Suppliers and service providers

☐Visitors

☐Prospects

☐Partners

☐Other:

**c) AFD's investigative powers**

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

**d) Informing the persons concerned**

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

The Service Provider specifically undertakes to inform these individuals of the following purposes of the processing:

* Followed by the mission that may be assigned to him/her
* Assessment of the quality of the service provided
* Creation and operation of a file listing the service providers used by the AFD

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