

## SERVICE CONTRACT for technical and operational support to incubators for exiled and at-risk media

**Project AGILE no. M2AGL1025, M2AGL1026, M2AGL1027**

### TERMS OF REFERENCE

#### INFORMATION FOR CANDIDATES

**Regarding Article 7.4. Currency:** At the end of the tender process and before the Contract is signed (finalisation), the currency used in the framework of the Contract may be adjusted to match that of the Successful Bidder's bank account (e.g.: USD, JOD, CFA, etc.).

For example, if the Service Provider has an account in USD, the Contract may be drawn up in USD, prior to signature, in order to facilitate bank transactions and accounting procedures. In this case, CFI shall amend this article.

**However, the candidate's bid must be presented in euros.**

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## **SPECIAL TERMS AND CONDITIONS**

### **Article 1. DEFINITIONS AND INTERPRETATIONS**

#### **1.1. Definitions**

<b>Amendment</b>	Means the written document completing and/or modifying the previous contractual documents and still in force; signed by the Parties.
<b>CFI</b>	Refers to the company purchasing the Services. Its registered name is: TRANSTELE CANAL FRANCE INTERNATIONAL.
<b>Contract</b>	Means this services Contract and all its appendices, which form an indivisible whole.
<b>Donor</b>	Means the organization(s) that provides all, or part of the funds needed to carry out projects.
<b>Service Provider</b>	Means the entity with legal personality which has been awarded this Contract. In the event of a consortium of economic operators, the Service Provider means consortium.
<b>Service(s)</b>	Means all or part of the services entrusted to the Service Provider under this Contract.
<b>Party(ies)</b>	Means the Service Provider and/or CFI as Parties of the Contract.
<b>Project</b>	Means the project AGILE implemented by CFI.
<b>Project Manager</b>	Means the person responsible for the Project at CFI.
<b>Third Party</b>	Means any physical or legal person other than the Parties.

#### **1.2. Interpretation**

In this Contract, unless otherwise stated:

- The titles given to the Chapters, Articles and Appendices are for convenience only and shall not affect the interpretation or application of the provisions of the Contract and its Appendices;
- Terms defined in Article 1. DEFINITIONS AND INTERPRETATIONS may be used either in the singular or in the plural when the meaning or context requires it;
- References to a contract or other document include its appendices and any amendments or supplements to that contract or document;
- References to Articles, Chapters or Appendices shall be understood to be references to Articles, Chapters or Appendices of this Contract;
- Unless otherwise specified, the number of days indicated are calendar days.

## Article 2.BACKGROUND

### **2.1. Presentation of CFI**

#### **Canal France International: a government agency to support media**

CFI actively promotes the development of media in sub-Saharan Africa, the Mediterranean and the Levant. We are committed to working together with media organizations to promote dialogue between local authorities and citizens so that people can be as informed as possible. Combating disinformation, protecting the environment, and promoting human rights and gender equality underpin everything we do. CFI is an operator of the French Ministry of Europe and Foreign Affairs and a subsidiary of Medias Monde Group.

### **2.2. Presentation of the Project**

Co-funded by the European Union (EU), AGILE (Advancing Global Innovation and Learning Effectively to Build Resilience in Independent Media) supports independent media in countries where media freedom is under acute attack. The AGILE consortium is led by Internews Europe and is composed of Canal France International (CFI), Thomson Media, ARTICLE 19, and Fojo Media Institute. Launched in November 2024 for a four-year period, AGILE aims to strengthen the global response to the increasing threats faced by at-risk independent media.

The AGILE project is structured around five pillars that are central to strengthening the resilience of at-risk media worldwide, drawing on the expertise and experience of the consortium partners.

Within the AGILE framework, CFI contributes to Workstream 1, Good Information, led by Internews Europe. The objective of this workstream is to ensure that communities have increased access to quality news and information that is accurate, trusted, inclusive, and engaging. Workstream 1 combines safety and thematic training, networking and incubation support for at-risk and exiled media, innovation pilots addressing AI and disinformation, and knowledge sharing through convenings and learning events.

In close coordination with the Project Manager, the Senior Technical Advisor, the Regional Technical Advisor(s) for Africa and/or Asia, and the Experts Pool respectively lead the design, coordinate the implementation, and provide ongoing operational and technical support for incubators under Activity A1.3 Pilot: At-risk media networking and learning. Collectively, these roles ensure that incubator activities respond to the real needs of at-risk and exiled media, are grounded in local contexts, and contribute to sustainable capacity-building, knowledge sharing, and network development across regions.

## Article 3. PURPOSE OF THE CONTRACT

### **3.1. Title of the Contract**

This Contract is a service contract<sup>1</sup> for technical and operational support to incubators for exiled and at-risk media under the AGILE Project. This Contract is subject to the provisions of the [French Public Procurement Code](#).

### **3.2. Services entrusted to the Service Provider**

#### **3.2.1.Description of the Services**

The Services entrusted to the Service Provider are as follows:

##### **1. Lot 1 – Senior Technical Advisor: strategic advisory and incubator design**

In close coordination with the Project Manager, the Service Provider provides strategic and

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<sup>1</sup> Pursuant to Article L. 1111-4 of the French Public Procurement Code

technical leadership across regions, ensuring that incubators are well-designed, operationally relevant, and fully aligned with AGILE objectives, particularly under Workstream 1 – Good Information, Activity A1.3 Pilot: At-risk media networking and learning. Responsibilities include:

- Oversee needs assessment and ensure it inform incubator design and define priorities.
- Lead and oversee the design of incubator models, including objectives, delivery modalities, and learning frameworks.
- Advise on thematic priorities, inclusion strategies, and integration of legal and psychosocial support.
- Provide guidance on subgrant mechanisms, from selection criteria to assessment and mentoring of applicants.
- Contribute to learning outputs, including training materials, knowledge resources, communication products, and technical documentation.
- Represent the project externally, including consortium meetings, EU delegations, and other stakeholder consultations.
- Contribute to reporting, cross-regional learning, and knowledge-sharing, including capturing lessons learned from all regions.

## **2. Lots 2-3 – Regional Technical Advisor(s) Africa and/or Asia: regional operational and contextual support**

In close coordination with the Project Manager and the Senior Technical Advisor, the Service Provider ensure that incubator activities in Africa and/or Asia are grounded in local realities, supporting operationalisation and contextual adaptation. Responsibilities include:

- Lead regional needs assessments for at-risk and exiled media, ensuring incubator activities are relevant to local media ecosystem and exile realities.
- Support the selection of subgrant beneficiaries and provide guidance in accessing incubator resources, implementing their projects, and adapting approaches to local contexts.
- Support subgrant beneficiaries in addressing challenges and adapting their projects to local contexts.
- Facilitate capacity-building, mentorship, peer-learning, and networking activities, including connecting beneficiaries to relevant support services.
- Monitor activity progress, document lessons learned, and contribute to cross-regional learning and knowledge-sharing processes.
- Ensure regular reporting and communication with the Project Manager, including quarterly technical updates, progress tracking, and contributions to communication or visibility materials.

## **3. Lot 4 – Experts Pool: targeted, on-demand expert support**

In close coordination with the Project Manager, the Senior Technical Advisor, and the Regional Technical Advisor(s), the Service Provider provides specialised, demand-driven support to exiled and at-risk media organisations, ensuring activities respond to beneficiaries' real needs, are grounded in local contexts, and contribute to sustainable capacity-building, knowledge sharing, and network development across regions. Responsibilities include:

- Deliver specialised, demand-driven support to beneficiaries, including capacity-building, practical training, and project implementation guidance.
- Provide legal and psychosocial support to beneficiaries as needed, including referral to specialised services when needed.
- Facilitate peer-to-peer mentoring, networking, and collaboration across regions.
- Support collection of operational evidence for resilience indicators (financial stability, digital security, editorial independence, audience reach, legal protection).

- Contribute to lessons learned, technical notes, and multi-lingual resources, toolkits, and case studies for cross-regional knowledge sharing and documentation.

The scope of services may be adjusted based on findings from other project activities and evolving project needs, provided such adjustments do not alter the overall objective or exceed the agreed budget, and are confirmed in writing by amendment signed by both parties.

CFI will provide the Service Provider, electronically, with any documents it deems relevant to understand CFI's activities as well as contact information of the persons that might be reached.

The Service Provider agrees to use the contact information and documents provided only in the scope of the execution of this Contract.

### 3.2.2. Required profile(s) and qualification and skills of the team in charge of providing the Services

The Service Provider must demonstrate a proven track record in delivering technical services aligned with the scope of this assignment. The Service Provider profile should include, as relevant to the lot(s) applied for:

- **Lot 1 – Senior Technical Advisor:**
  - Thematic expertise in media development, capacity building, and support to exiled and at-risk media.
  - Proven experience in strategic advisory, incubator design, and subgrant mechanisms.
  - Experience representing programs in strategic or high-level events.
  - Demonstrated ability to capture lessons learned, develop tools and resources, and contribute to learning and knowledge sharing.
- **Lots 2-3 – Regional Technical Advisor(s) Africa and/or Asia:**
  - Contextual expertise and proven experience in the targeted region(s).
  - Skills in conducting needs assessments, coordinating regional activities, providing operational support to at-risk and exiled media, and facilitating capacity-building, mentorship, and peer-learning activities.
  - Experience in reporting and communication, monitoring implementation quality, and capturing lessons learned for cross-regional learning.
- **Lot 4 – Experts Pool:**
  - Proven ability to deliver demand-driven, specialised support to exiled and at-risk media, including capacity-building, practical training, project implementation guidance, legal and psychosocial support, peer-to-peer mentoring, and networking.
  - Experience collecting operational evidence, contributing to reporting, and supporting learning and knowledge-sharing processes.
- **Cross-cutting qualifications (all lots):**
  - Proven expertise in engaging a wide range of stakeholders, including media actors, civil society organisations, and/or donors, as part of delivered assignments or advisory interventions.
    - Demonstrated delivery of programme design and implementation support, capacity-building initiatives, and/or incubator-style approaches for independent media outlets or civil society organisations.

- Established experience in the development and facilitation of practical tools, resources, and learning or knowledge-sharing spaces in collaboration with local partners.

The Service Provider undertakes to provide an appropriate team assigned to the execution of the Services.

The Service Provider undertakes to inform CFI, without delay, of any change in the team assigned to the execution of the Services, as soon as it becomes aware of such change.

In the event of the defection of the personnel designated in the Service Provider's offer, the latter shall have a period of fifteen (15) days from the date of such defection to propose to CFI a replacement, in accordance with the profiles and conditions defined in this Contract. In the absence of a proposal for a replacement within the allotted time, or if CFI does not approve the proposed replacement due to insufficient skills or experience, the Contract may be terminated by CFI for fault of the Service Provider.

The replacement of the Service Provider's representative may not under any circumstances lead to a modification of the conditions of execution of the Contract, in particular the prices or the deadlines for the execution of the Services.

### 3.2.3.Deliverables and due dates

PERIODIC DELIVERABLES for all lots	
Type of deliverables	Due dates
Quarterly technical updates: progress and results against objectives and indicators, challenges, lessons learned, and adaptive measures for inclusion in Project progress reports.	No later than ten (10) days after the end of the calendar quarter (10 January, 10 April, 10 July, and 10 October).
Notes on events and meetings: memos, talking points, thematic inputs, or other requested contributions, such as briefings for consortium meetings, EU delegations, or other strategic consultations.	Within seven (7) days of event/meeting unless otherwise agreed.
Communication and visibility materials: success stories, case studies, blog posts, photos, or short narratives highlighting activities, beneficiaries, and incubator outcomes.	No later than ten (10) days after the activity takes place.
Contribution to learning: capture and share insights, lessons learned, and examples from all activities, including any training or support materials produced, to inform the wider AGILE Project, cross-regional learning, and partners.	No later than three (3) weeks after the activity takes place.
FINAL DELIVERABLES	
Type of deliverables	Due dates
Lot 1 – Senior Technical Advisor	
Strategic note on thematic priorities for incubators: high-level guidance on key thematic areas and focus priorities for incubators, serving as a reference framework for regional implementation.	No later than two (2) weeks after the start of the Contract (expected March 2026).
Incubator design brief(s): outlining objectives, delivery approach, and tailored support mechanisms (e.g., subgrant guidance, legal/psychosocial support, mentorship), with regional adaptations	No later than one (1) month the strategic note is approved (expected April



where relevant.	2026).
Subgrant technical notes: definition of objectives and selection criteria, selection report, reviewed beneficiary-submitted deliverables.	Within seven (7) days of CFI request.
Mentoring report: summary of technical guidance provided to subgrant beneficiaries.	No later than three (3) months after subgrants beneficiaries are selected.
Mid-term technical assessment: technical analysis of incubator implementation, with challenges and strategic recommendations.	No later than six (6) months after the incubators are created (expected November 2026).
Final report: a summary of strategic guidance provided for incubators across regions, key lessons learned, contributions to cross-regional learning, and recommendations for future actions.	No later than two (2) months before the contract end date (expected July 2028).
<b>Lot 2-3 – Regional Technical Advisors (Africa and/or Asia)</b>	
Regional needs assessment report(s): capturing local context, media ecosystem, gaps, and priorities for incubator activities.	No later than one (1) month after the start of the contract (expected March 2026).
Incubator adaptation notes: recommendations for tailoring models to local realities.	No later than one (1) month after the needs assessment is completed (expected April 2026).
Subgrant evaluation notes: assessment of proposals with technical recommendations.	Within seven (7) days of request.
Beneficiary support report: summary of guidance and support provided to subgrant beneficiaries, including challenges addressed and project progress.	No later than two (2) weeks after the end of the subgrant.
Incubator progress report: summary of activities, connections facilitated to relevant support services, key lessons learned, and recommendations to address challenges and improve implementation.	No later than six (6) months after the incubators are created (expected November 2026).
Final report: a summary of support provided, implementation achievements and challenges, lessons learned for cross-regional learning, and recommendations for future actions.	No later than two (2) months before the contract end date (expected July 2028).
<b>Lot 4 – Experts Pool</b>	
Brief outlining the training and support package objectives, target participants, and approach, along with all materials prepared for delivery (presentations, handouts, guides, toolkits).	No later than two (2) months after the needs assessment is completed (expected May 2026).
Records or reports of training sessions, mentoring, and practical support provided to beneficiaries, including attendance lists and summaries of activities.	No later than one (1) week after the activity takes place.
Summaries of guidance provided, notes on peer-to-peer mentoring or networking, legal/psychosocial support delivered (with referrals if relevant), and key lessons learned.	No later than two (2) weeks after the activity takes place.

Final Report: a summary of support delivered, outcomes of capacity building and mentoring activities, lessons learned, and contributions to learning outputs.	No later than two (2) months before the contract end date (expected July 2028).
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Deliverables must be written in English and emailed to the Project Manager at the following address: [pauline.grezaud@cfi.fr](mailto:pauline.grezaud@cfi.fr)

The language of communication for this Service, meetings and all deliverables shall be English.

Any deliverable not written in English will be rejected by CFI, and the Service Provider will have to make the modifications in order to comply with the imposed language within a period of time that will be transmitted by CFI without this being the object of any remuneration or compensation of any nature or amount.

#### **Article 4. TERM**

The term of the Contract is thirty (30) months from the date of notification.

This Contract is not subject to renewal.

#### **Article 5. PLACE OF EXECUTION OF SERVICES**

Principal place of performance: Service Provider's usual place of work with travels.

#### **Article 6. CONTRACTUAL DOCUMENTS**

Contractual documents governing this Contract are, in descending order of prevalence:

1. The Pledge of Commitment Form (PCF) and its financial appendix;
2. The Terms of Reference (ToR) and its appendix the Anti-Corruption and Influence Peddling Declaration;
3. The Service Provider's complete Bid.

Only copies of the documents forming this Contract and held by CFI will be deemed authentic.

Only documents constituting the Contract which are drafted in English will be deemed authentic and enforceable against CFI and the Service Provider.

By submitting a quotation, the Service Provider accepts all the provisions of the Contract and the Contractual documents stated in this article and undertakes to comply with them unconditionally, in addition to any provisions of its quotation which have contractual value. Any clause added by the Service Provider in its quotation, in contradiction with the stipulations of the present documents, shall be deemed unwritten and may not be enforced.

In the event of a contradiction or difference between the documents constituting the Contract, documents will take prevalence in the order in which they are listed. In the event of a contradiction within the same document, the intention of the Parties will be examined.

The Service Provider must comply with all regulations, decrees and orders in force at the time of submission of its quotation.

## **Article 7. CONTENT OF PRICES**

### **7.1. Amount and form of prices**

In consideration of the execution of the Services, CFI will pay the Services a unit price fixed in the Pledge of Commitment Form (PCF).

Prices are stated in the Contract without value added tax (VAT). Prices are deemed to be firm and complete.

### **7.2. Content of prices**

Prices include all taxes, parafiscal charges or other charges affecting the Services and all other costs related to the performance thereof, in particular:

- The transfer of intellectual property rights;
- Insurance costs;
- Secretarial costs, including reprographics and postage.

### **7.3. Mission fees**

Any eventual expenses related to the missions (transportation, accommodation, per diem, eventual visa, etc.) will be reimbursed to the Service Provider according to CFI's internal policies. The missions must be confirmed in advance by CFI and must be the subject of a complementary quotation submitted by the Service Provider to CFI for validation. The estimated number of days of service includes the days of intervention as well as the days of preparation and travel necessary for the execution of the Services.

### **7.4. Currency**

The currency of the Contract is the Euro.

### **7.5. Prices in case of subcontracting**

In the event of subcontracting, the Contract's prices are deemed to cover the costs of coordination and control, by the Service Provider, of its subcontractors and the consequences of any of their eventual breaches.

## **Article 8. PAYMENT AND INVOICING METHODS**

### **8.1. Advance payment**

If accepted by the Service Provider in the Pledge of Commitment Form (PCF) an advance payment will be made by CFI as described below: The amount of the advance payment cannot exceed 10% of the total amount of each lot of the Contract.

### **8.2. Payment methods**

CFI will proceed with payment upon receipt of an invoice accompanied by the following documents:

- A time sheet indicating the number of days worked during the period signed by the Service Provider. The timesheets will then be approved by CFI before payment of the invoice.

- Deliverables due during the period, if applicable and in accordance the provisions of Article 3.2.4 Deliverables and due dates, approved by CFI.

Payments are made by bank transfer.

### **8.3. Presentation of invoices**

Payments will be made upon presentation of the original invoice, to the account established in the name of the Service Provider.

Invoices will be drawn up by the Service Provider and emailed to CFI at the following address: [pauline.grezaud@cfi.fr](mailto:pauline.grezaud@cfi.fr) cc [fanny.parrain@cfi.fr](mailto:fanny.parrain@cfi.fr)

In addition to the statutory wording, invoices **must** contain the following information:

- The name and full address of the Service Provider;
- The number of the Contract;
- The Service Provider's bank identification details;
- The order number;
- The invoice date and number;
- The period during which the Services were performed;
- The amount for the Services excluding and including tax.

If one or more of this statutory information is missing, the invoice will be returned to the Service Provider and the payment deadline suspended by CFI after notification to the Service Provider by email or by registered letter with acknowledgement of receipt, until the invoice information has been rectified by the Service Provider.

### **8.4. Payment deadline**

Payment will be made within thirty (30) days following the receipt of the invoice sent to CFI in accordance with the terms and conditions set out in Article 8.3. Presentation of invoices.

As from the day after the due date for payment, late payment will automatically and without any other formality incur default interest at the regulatory rate in force.

In addition, late payment gives rise, automatically and without any other formality, to the payment of a statutory fixed charge for debt collection costs, in the amount of forty euros (€40).

## **GENERAL TERMS AND CONDITIONS**

### **Article 9. CFI'S ETHICAL PRINCIPLES**

The Service Provider unconditionally agrees to comply with CFI's ethical principles below:

- Respect for human dignity and non-discrimination, in all its forms;
- The respect of equality between men and women and the absence of any behaviour or violence of a sexist nature;
- Respect of the Anti-Corruption Code of Conduct (freely available at the following link [https://cfi.fr/sites/default/files/2023-01/anti-corruption\\_code\\_conduct.pdf](https://cfi.fr/sites/default/files/2023-01/anti-corruption_code_conduct.pdf))
- The prohibition to cooperate in any way with persons or entities encouraging hatred and violence based on race, gender, religion, philosophy, sexual orientation or affiliation with a minority group;
- Respect for freedom of expression and freedom of the press as fundamental freedoms that contribute to the democratic equilibrium of a society;
- Respect for the freedom to inform, which also means the right to comment and criticise, in accordance with commonly accepted ethical and moral rules.

In the event of non-compliance with these principles, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

### **Article 10. REPRESENTATION OF THE PARTIES**

#### **10.1. Representation of CFI**

CFI appoints one or more individuals, authorized to represent it before the Service Provider, for the purposes of the execution of the Contract. Other individuals may be authorized by CFI during the execution of the Contract.

#### **10.2. Representation of the Service Provider**

Upon notification of the Contract, the Service Provider appoints one or more individuals, authorized to represent it before CFI, for the purposes of the execution of the Contract, in accordance with the profile(s) described in the complete bid submitted. Other individuals may be authorized to represent the Service Provider during the execution of the Contract, following the express and prior consent of CFI.

Upon notification of their name to CFI such representative(s) shall be deemed to have sufficient powers to make the necessary decisions binding on the Service Provider.

The representation of the Service Provider and the execution of the Services by the profiles described in the Service Provider's complete bid, throughout the execution of the Contract, a substantial element of the Contract.

### **Article 11. SUBCONTRACTING**

In the event of subcontracting, the Service Provider shall comply with the requirements of Law No. 75-1334 of 31 December 1975 as amended, and Articles L. 2193-1 et seq. and R. 2193-1 to R. 2193-22 of the French Public Procurement Code.

The Service Provider may only subcontract the execution of the Services provided that it has obtained prior CFI's acceptance of each subcontractor and approval of its payment terms. The essential tasks and those expressly prohibited to subcontracting cannot be subcontracted by the Service Provider. In the event of non-compliance with this prohibition, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

The Service Provider shall remain solely and personally liable for the execution of all obligations arising from this Contract. As such, failures by subcontractors arising from non-compliance with their commitments or cessation of activity are treated as failures by the Service Provider.

#### **Article 12. SAFEGUARDING, RECEIVERSHIP OR COURT-SUPERVISED LIQUIDATION**

The Service Provider must notify CFI by registered mail with acknowledgement of receipt of any judgement instituting the safeguard, recovery or liquidation by court order, as soon as the information is brought to its attention. The same applies to any judgment or decision likely to have an effect on the execution of the Contract.

In the event of legal redress, CFI shall send the Service Provider a formal notice asking whether it is able to continue the execution of the Contract in accordance with the contractual provisions. This formal notice is sent to the Service Provider, in the case of a simplified procedure without an administrator, if, in application of Article L.627-2 of the Commercial Code, the bankruptcy judge has expressly authorized the latter to exercise the option available under Article L.622-13 of the Commercial Code. In the event of a negative response or in the absence of a response within one (1) month of the formal notice being sent, the Contract shall be terminated. This one (1) month period may be extended or shortened if, prior to the expiration of said period, the bankruptcy judge has granted the Service Provider an extension or has set a shorter period. Termination shall take effect on the date of the Service Provider's decision to discontinue performance of the Contract, or on the expiration of the one (1) month period referred to above. Termination shall not entitle the Service Provider to any compensation. In the event of judicial liquidation, the Contract shall be terminated unless the judgment expressly authorizes the continuation of the company's activity. In this case, CFI may accept the continuation of the Contract during the period referred to in the court decision or terminate the Contract without compensation for the Service Provider.

#### **Article 13. REPRESENTATIONS AND WARRANTIES**

##### **13.1. Representations and warranties**

The Service Provider declares and warrants to CFI, on the date of entry into force and during the entire period of execution of the Contract, that:

- i. Existence: it is a legally constituted and duly registered company and no cause for dissolution has occurred concerning it;
- ii. Capacity and authorisations: it has the capacity and corporate authorisations required to enter into the Contract and to perform all of its obligations arising therefrom;
- iii. Non-violation: neither the signature of the Contract nor the execution of its obligations arising therefrom are contrary to any provision in its articles of association, any legislative or regulatory provision applicable to it, any provision of an Contract or an undertaking to which it is a party or any binding court or arbitration decision to which it is subject;

- iv. Mandatory nature: subject to the provisions of Book VI of the French Commercial Code, its commitments under the Contract are valid, enforceable against it and may be subject to enforcement measures against it in accordance with the terms of the Contract.

In the event of a breach of the aforementioned representations and warranties, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

### **13.2. Change in the Service Provider's legal or financial situation**

The Service Provider shall promptly notify CFI's representative of any changes occurring during the execution of this Contract which relate to:

- Persons with the authority to sign on its behalf;
- The legal form in which it conducts its business;
- Its name or company name;
- Its address or registered office address;
- The information it has provided for the acceptance of a subcontractor and the approval of its payment terms;
- And, in general, any major changes in the operation of the company that may affect the execution of the Contract.

## **Article 14. INTELLECTUAL PROPERTY**

### **14.1. Ownership and exploitation of the Results**

The Service Provider gives to CFI, which accepts, the exclusive ownership of the Results made under this Contract. The Service Provider hereby grants to CFI all necessary rights to use or have used the Results, as they are or as they have been modified, permanently or temporarily, in whole or in part, by any means and in any form, for the needs and purposes of use expressed in the specific documents of the Contract and in any event for the needs of use arising from the purpose of the Services ordered under the Contract.

“Results” means any element, whatever its form, nature and support, produced in the framework of the Contract, whether delivered or not, and which may be the subject of an acceptance by CFI. The Results include all elements performed by the Service Provider from the pre-contractual phase in order to submit an offer and which are directly related to the purpose of this Contract.

CFI reserves the rights to use and exploit the Results provided under this Contract. Nevertheless, CFI undertakes not to use the deliverables produced under this Contract for commercial purposes.

This transfer only covers the patrimonial author rights, under the conditions stipulated in this Article. Moral author rights are excluded herefrom. Such moral rights include disclosure, authorship and respect for the integrity of output seen as a work within the meaning of the French Intellectual Property Law.

This assignment covers the Results, as from their delivery and under the resolutive condition of the reception of the Services, for the whole world and for the legal duration of the copyrights or the rights related to the copyright.

These rights include, with respect to moral rights, all the patrimonial rights of reproduction, representation and distribution, and in particular the rights to use, incorporate, integrate, adapt, modify, arrange, correct and translate the Results in all languages, in whole or in part, as they are or as they have been modified for the purposes and needs of use mentioned in this article, as applicable to the Contract. In order to allow CFI to exercise the rights granted to it under the Contract, the

Service Provider shall spontaneously deliver, as and when the Services are performed, all the elements necessary for this exercise, as well as their updates or evolutions during the performance of the Contract.

The price of this transfer is included in the prices in this Contract.

The Service Provider expressly accepts this kind of remuneration for the transfer of property rights<sup>2</sup>.

#### **14.2. Licence for Pre-existing Rights**

CFI does not acquire ownership of Pre-existing Rights. Where the Service Provider incorporates prior knowledge into the Results or provides prior knowledge as part of the performance of the Contract or where prior knowledge, without being incorporated into the Results, is strictly necessary for the implementation of the Results, the Service Provider authorizes CFI to use the prior knowledge for the same rights, duration, territory and purposes of use as provided in the regime applicable to the Results.

In the event that an exclusive assignment of results to CFI is provided for in the Contract, the exclusivity shall not apply to prior knowledge, unless expressly stipulated in the contractual documents.

The authorization to use the prior knowledge is included in the price of the Contract.

During the performance of the Contract, the Service Provider may not use or incorporate, without the prior consent of CFI, any prior knowledge necessary to achieve the purpose of the Contract which would be of such a nature as to limit or make it more expensive to exercise the rights associated with the Results.

The Service Provider may use CFI's prior knowledge only in the framework of the execution of the Contract and undertakes not to disclose the confidential information contained in such prior knowledge.

The Service Provider grants CFI a royalty-free, non-exclusive and irrevocable licence for pre-existing rights, authorising CFI to exploit such rights under the terms set forth in this Article. Upon delivery of the Results, the Service Provider may, if necessary, provide CFI with a list of pre-existing rights and rights held by Third parties, including those of its personnel, authors or other rights holders. The rights to use the prior knowledge shall apply under the terms of their license, as accepted by CFI.

The price of this license is included in the Contract amount for the uses provided for under the Contract and for the entire duration of the Contract.

#### **14.3. Guarantee on assigned rights**

The Service Provider warrants that it is the owner of all rights to the Results covered by the Contract and that it is free to assign all intellectual property rights to the Results. The Service Provider certifies that no commitment to Third Parties or rights of a Third Party prohibits this assignment. The Service Provider guarantees CFI the full and free possession of all the assigned rights of the Results against any disputes, claims and legal dispossession whatsoever, including with regard to pre-existing rights, for all the uses envisaged by CFI, subject only to deception or concealment by Third parties without the Service Provider's knowledge.

Upon CFI's first duly explained and served request, the Service Provider must be able to demonstrate by means of tangible and effective evidence property or exploitation rights over all listed pre-existing rights and Third party rights, except with regard to rights held by CFI.

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<sup>2</sup> Pursuant to the provisions of Article L.131-4 of the French Intellectual Property Code.



The Service Provider guarantees CFI against any Third party action based on damage caused by the use of its data or by the intervention of one of its employees.

To this end, in the event that the Service Provider is the object of an action by a Third party, it undertakes to inform CFI by registered letter with acknowledgement of receipt within fifteen (15) days. The Parties shall agree on a common defense strategy.

In the event of legal action, the Service Provider alone shall bear:

- the fees of the lawyer who would have been chosen by mutual agreement ;
- the damages, for direct damages only, to which one or both Parties are finally sentenced.

The Service Provider shall be liable for any damages and interest to which CFI, in the absence of any fault directly attributable to it, may be condemned as a result of an act of infringement, unfair competition or parasitism, due to the use of the Results and prior knowledge that does not comply with the provisions of the Contract.

Upon request, the Service Provider undertakes, at its own expense, to replace the Results, prior knowledge, whether standard or not, which would not allow CFI to use them under the conditions provided for in the Contract.

#### **14.4. Author rights**

The data incorporated or generated under this Contract and the Results are confidential and belong exclusively to CFI.

The Service Provider shall have access to the data in the performance of this Contract for the sole purpose of performing the Contract.

Rights attached to photographic files in the deliverables forming the subject matter hereof may only be fully exploited in case of actual payment of the corresponding invoice mentioned above.

The Service Provider undertakes not to make any direct or indirect use of the Results outside the scope of the present Contract, except with the prior and express authorization of CFI. The Service Provider undertakes to ensure that the exploitation of the Results does not infringe on the rights or image of CFI, subject to compliance with the obligations of confidentiality. The publication mentions that the Results were financed by CFI.

##### **14.4.1. Representation rights**

Representation rights are assigned for any communication to the public.

Selected photographs may be represented by any known process, in particular by any projection technique, in the form of photographic prints, by means of videograms for exhibition, promotion and consultation purposes, including for any communication in a public place. Representation rights also include any online broadcast, or broadcast by any means of telecommunication, including any open or closed network. Distribution rights will also cover distribution in the internal networks of legal entities governed by private or public law.

##### **14.4.2. Reproduction rights**

The reproduction rights assigned include the right to reproduce by any method of affixing to any known media, including paper, film, audio-visual tape, CD, DVD and in general on any optical, digital, magnetic or electronic storage medium, as well as by any means necessary for to exercise reproduction rights.

Reproduction rights include the right to attach any reproduction from telephony devices to any computer memory or servers and on any digital book viewing equipment. These rights also include the right to undertake any graphic editing, for any publication, catalogue, poster, invitation card, press kit

or communication materials. Any adaptation or exploitation in a form not foreseen or not stipulated on the date of entry into force will be the subject of an assignment of copyright. The amount of the fees is to be updated for each new edition.

Rights are assigned within the time and geographical scope of this Contract and cannot exceed these bounds. Assignment is made to have effect both in France and elsewhere for the full duration of the Service Provider's literary and artistic property rights, those of its successors and representatives under both French and foreign laws and current or future international conventions on intellectual property.

#### 14.4.3. Moral rights

The usual photographic credits and the name of the photographer will be indicated for all the uses stipulated herein. Where applicable, graphic processing carried out for the purposes of producing the various editorial products will be submitted to the Service Provider for approval in its capacity as photographer, including changes of colour, cropping, and reproductions, in order to verify that they do not distort its work and do not infringe its moral rights.

### **Article 15. OBLIGATION OF CONFIDENTIALITY**

The Service Provider, and any representative working on behalf of, undertakes not to disclose any confidential information nor documents of which it becomes aware during the execution of the Contract. The Service Provider undertakes to keep strictly confidential any confidential information identified as belonging to CFI of which it may have become aware in the framework of the present Contract and to use it only in the framework of the execution of the present Contract. This obligation applies to its personnel its subcontractors. Confidential information received from a Party may be used by the receiving Party only in the framework of the Contract, for the purpose of carrying out the actions for which it is responsible. Any other use shall be subject to the prior written consent of the disclosing Party.

The receiving Party shall take all necessary measures to preserve the confidentiality of the confidential information. The receiving Party undertakes to exercise the same degree of care with respect to confidential information as it exercises in dealing with and protecting its own information from public disclosure.

This confidentiality obligation set forth in this Article shall remain in effect for the duration of the Contract and for five (5) years following its expiration or termination.

CFI undertakes, for its part, to respect the confidential nature of the methods and processes used by the Service Provider and which the Service Provider has specified as being confidential in connection with the execution of the Contract and to ensure that its personnel assigned to the Contract make the same commitment.

However, confidentiality shall not apply to information and documents that are or become public.

In the event of a breach of the aforementioned obligations, CFI reserves the right to unilaterally terminate the Contract at the sole expense of the Service Provider in accordance with Article 23. TERMINATION OF THE CONTRACT.

### **Article 16. PERSONAL DATA PROCESSING**

Parties undertake to comply with the personal data protection regulations and in particular with the French Data Protection Act and Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereinafter "GDPR").

Data processing is based on these Terms of Reference.

The data are processed for specified purposes, to enable the Parties to manage and provide the services and, in general, to ensure the implementation of these Terms of Reference.

The data shall be retained for the entire period necessary for the purposes for which they are collected and processed. At the end of the retention periods, the Parties shall permanently delete the data still in their possession.

The Parties undertake to implement all appropriate technical and organisational measures to ensure personal data are protected from accidental or unlawful destruction, accidental loss, alteration, unauthorized disclosure or access as well as any other form of unlawful processing.

In accordance with the French Data Protection Act and the GDPR, data subjects have a right of access, a right to restrict processing, a right to rectification, a right to data portability, a right to object to processing and a right to delete their data. Data subjects also have the right to establish instructions defining how they intend these rights to be exercised after their death.

For CFI, data subjects may exercise these rights by writing to CFI at 62 rue Camille Desmoulins - 92130 Issy-les-Moulineaux.

Data subjects have the right to lodge a complaint with the Commission Nationale de l'Informatique et des Libertés, the French Data Protection Authority ([www.cnil.fr](http://www.cnil.fr)).

#### **Article 17. PROTECTION AND WORKING CONDITIONS**

The obligations imposed on the Service Provider, as well as on all of its co-contractors or subcontractors, are those stipulated by the laws and regulations relating to the protection of the workforce and the working conditions of the country where this workforce is employed. It is also subject to the eight fundamental conventions of the International Labour Organisation (Convention Nos. 87, 98, 29 and 105, 100 and 111, 138 and 182).

CFI reserves the right to request proof from the Service Provider at any time of compliance with the principles contained in these conventions; the Service Provider shall provide such proof by any significant means, with probative value and readily verifiable.

#### **Article 18. SAFETY**

The present Services require that the utmost vigilance be given to the safety of each person. The Service Provider undertakes to take all necessary and/or useful measures for its own safety and for the safety of each subcontractor with whom it collaborates or will collaborate in the performance of the Services.

In the event of a breach of its safety, whether voluntary or involuntary, regardless of its gravity, the Service Provider shall remain solely responsible and shall fully assume all the consequences thereof.

#### **Article 19. RESPONSABILITE**

The Service Provider shall remain fully liable to any Third party for any damage of any kind that may be caused by the Service Provider, its employees, subcontractors or any other person that the Service Provider may call upon to assist it or to perform in its place an obligation or Service resulting from the Contract. Such damage may occur during the execution of the Services or after the execution of the Services as a direct consequence of the fact of the Services.

#### **Article 20. INSURANCE**

The Service Provider assumes all of its professional liabilities arising from any personal injury or material or immaterial damage, consecutive or otherwise, due to the execution of the Services, whether they are being performed or completed.

It is insured against the financial consequences of these liabilities by insurance policies, taken out with reputedly solvent insurance companies, intended to cover all of its civil and professional liability, for amounts commensurate with the magnitude of the entrusted Services.

At any time during the execution of the Contract, the Service Provider must be able to produce such certificates, upon CFI's request and within fifteen days of receipt of the request.

In connection with professional assignments carried out by the Service Provider on behalf of CFI outside its usual place of business, and for a period of less than 365 consecutive days, CFI shall take out and maintain at its own expense the "*Missions professionnelles*" (Professional Missions) insurance policy in order to ensure that the Service Provider is covered for the corresponding risks during its professional assignment and in accordance with the guarantees offered by CFI's "*Missions professionnelles*" insurance.

#### **Article 21.FORCE MAJEURE**

Force majeure is defined for the purposes of this Contract as any external, unforeseeable and irresistible event, fact or circumstance beyond the control of the Parties and which cannot be prevented by the latter despite all reasonably possible efforts.

Neither Party shall be deemed to have failed or breached its contractual obligations if it is prevented from doing so by a situation of force majeure occurring either after the date of notification of the Contract or after the date on which it comes into force. Each Party shall be exempt from any liability in the event of a total or partial breach, even temporary, of one or more of its obligations under this Contract, which would be caused by a force majeure event.

In the event of the occurrence of a situation which it considers to be a force majeure event, the Party concerned shall immediately notify the other of the situation by any means enabling it to certify the exact date of receipt, specifying the nature of the event(s) referred to, their impact on its ability to fulfil its obligations as provided for in the Contract as well as any supporting document certifying the reality of the force majeure event.

The burden of proof of the existence and effect of these exonerating circumstances lies with the Party invoking them. In the event of the occurrence of an exonerating cause, the Parties each undertake, as far as it is concerned, to make every effort to minimize the consequences thereof or to restore as soon as possible the normal conditions of the performance of the commitments.

If the Party invoking a situation of force majeure succeeds in characterizing it, its obligations concerned shall be suspended for a period of thirty (30) days.

Any suspension of performance of the Contract by application of this article shall be strictly limited to the commitments whose performance was prevented by the circumstances of force majeure and to the period during which the circumstances of force majeure have taken place.

In any event, the Parties shall endeavor in good faith to take all reasonably possible measures to continue the performance of the Services.

After the period of suspension of obligations, if the force majeure situation continues, the Contract shall be automatically terminated without this termination giving rise to the right to obtain any compensation for either Party.

## **Article 22. SETTLEMENT OF DISPUTES AND LITIGATION**

### **22.1. Amicable settlement**

CFI and the Service Provider shall endeavour to amicably resolve any dispute relating to the interpretation of the provisions of the Contract or the execution of the Services covered by this Contract.

### **22.2. Governing law - Jurisdiction**

The Contract is governed by French law.

In the event of a dispute relating to the interpretation of the provisions of the Contract or the execution of the Services covered by the Contract, the court having jurisdiction shall be the judicial court of Nanterre.

The occurrence of any dispute between the Parties does not in any way exempt a Party from complying with its contractual obligations under this Contract. In particular, it does not authorise the Service Provider to interrupt the execution of the Contract, or to suspend this execution, or to change the content of its obligations.

In accordance with Article L. 211-10 of the French Code of Judicial Organisation, in the cases and under the conditions provided for by the French Intellectual Property Code, specially appointed judicial courts have jurisdiction to hear intellectual property lawsuits.

## **Article 23. TERMINATION OF THE CONTRACT**

### **23.1. General principles**

CFI may terminate the execution of the Contract at any time prior to its completion under the terms and conditions set out in the following Articles.

The Service Provider is notified of the decision to terminate the Contract by registered letter with acknowledgement of receipt. Termination shall take effect on the date specified in the termination decision or, failing this, on the date of its notification.

The following articles specify, as the case may be, whether the Service Provider is eligible for compensation as a result of the termination decision.

### **23.2. Judicial termination**

If one of the Parties breaches its contractual obligations in cases other than those referred to in this Article, termination must be requested by the other Party in accordance with the provisions of Articles 1224, 1227 and 1228 of the French Civil Code.

### **23.3. Termination for imprevision**

CFI may, at its own initiative or at the request of the Service Provider, automatically terminate the Contract without conducting any legal formalities, in the following cases:

- a) When the Service Provider is prevented from performing the Contract due to an event as defined in **Erreur ! Source du renvoi introuvable.**
- b) When the Service Provider is prevented from performing the Contract due to a force majeure event as defined in Article 21.FORCE MAJEURE;

- c) Due to a decision by France or the European Union to suspend cooperation, even partially or temporarily, with one or more countries where the Contract is executed, including when this does not imply the suspension of the financing of the Contract;
- d) Due to the issuance by a public authority of measures restricting, prohibiting or modifying the provision of certain Services;
- e) When the performance of the Contract cannot be continued without an amendment contrary to the provisions of the French Public Procurement Code.

The Contract shall be terminated by right, at the latest thirty (30) days after the date of notification of the event to the other Party, without such termination giving rise to any right to compensation for either Party.

When CFI terminates the Contract for unforeseen circumstances, the Service Provider may claim payment of the sums corresponding to the costs and investments undertaken in the execution of the Services and strictly necessary for their execution, within one (1) month after notification of the termination of the Contract.

#### **23.4.Termination for any other reason**

The Parties may jointly terminate the Contract for any reason whatsoever. Termination may only occur after the Party wishing to terminate the Contract has sent a registered letter with acknowledgement of receipt. Termination shall take effect three (3) months from the date of receipt of such notification.

In the event of termination at the initiative of CFI, the compensation of the Service Provider is limited, on the basis of the supporting documents produced by the Service Provider, to the share of the costs and investments that may have been undertaken for the strict execution of the Contract and that would not have been taken into account in the amount of the Services performed.

#### **23.5. Termination for fault on the part of the Service Provider**

##### **23.5.1. Termination for fault**

CFI may terminate the Contract immediately, as of right and without conducting any legal formalities, in the event of repeated faults or a sufficiently serious fault of the Service Provider in the execution of the Contract, by simple registered letter with acknowledgement of receipt, in particular in the cases listed below, although this is not an exhaustive list:

- (a) The Service Provider does not comply with its obligations under this Contract;
- (b) The Service Provider shall be liable for any delay in the performance of the Services that would prevent their proper execution;
- (c) The Service Provider has subcontracted by contravening the legislative, regulatory and/or contractual provisions relating to subcontracting;
- (d) The Service Provider fails to comply with CFI's ethical principles set out in Article 9. CFI'S ETHICAL PRINCIPLES
- (e) The Service Provider has not produced the insurance certificates under the terms and conditions set out in Article 20. INSURANCE ;
- (f) After signing the Contract, the information or documents produced by the Service Provider, in support of its application or required prior to the awarding of the Contract, are inaccurate;

- (g) The Service Provider is in breach of legal or regulatory obligations relating to work or the protection of the environment;
- (h) The Service Provider declares that it is not able to fulfil its commitments;
- (i) The Service Provider, during the execution of the Contract, has engaged in fraudulent or corrupt acts contrary to CFI's Code of Conduct which it has been able to read at the following address: <https://alertefrancemm.com/?action=showFooterLink&id=4>
- (j) the Service Provider, after signing the Contract, has been prohibited from practising any industrial or commercial profession;
- (k) After signing the Contract, the Service Provider falls under one of the cases prohibiting it from submitting a bid stipulated in Article L.2141-1 et seq. of the French Public Procurement Code.

Except in the cases stipulated in (j) and k) above or in the event of an emergency, a formal notice, accompanied by an execution deadline, must have been notified in advance to the Service Provider and remained unsuccessful.

Under the formal notice, CFI shall inform the Service Provider of the proposed sanction and invite it to submit its observations to remedy the breach.

#### 23.5.2. Consequences of termination for fault

The termination of the Contract does not in any way prevent CFI from exercising one or more civil and/or criminal actions that may be brought against the Service Provider.

The Service Provider shall not be entitled, in the event of termination for fault, to any indemnity of any amount whatsoever or any other compensation of any nature whatsoever.

## **Appendix 1: ANTI-CORRUPTION AND INFLUENCE PEDDLING DECLARATION**

We hereby attest that we have fully read, understood, and accepted, without any reservations, the anti-corruption Code of Conduct (freely accessible at the following link [https://cfi.fr/sites/default/files/2022-12/code\\_conduite\\_anticorruption\\_2022.pdf](https://cfi.fr/sites/default/files/2022-12/code_conduite_anticorruption_2022.pdf)).

We hereby attest that we are not, nor are any of the members of our staff, nor the members of our grouping, nor our suppliers, contractors, consultants, nor the employees of our subcontractors, in violation of one or more provisions of the anti-corruption Code of Conduct.

We are committed to complying with and ensuring compliance by all of our staff, members of our grouping, our suppliers, contractors, employees, our subcontractors, without any reservation, with each of the provisions of the anti-corruption Code of Conduct.

We hereby attest that we are not, nor are any of the members of our staff, nor the members of our grouping, nor our suppliers, contractors, consultants, nor the employees of our subcontractors, in violation, even potentially, of one or more provisions of Act No. 2016-1691 of 9 December 2016 regarding transparency, the fight against corruption, and the modernisation of economic life.

We are committed to complying with and ensuring compliance by all of our staff, members of our grouping, our suppliers, contractors, employees, our subcontractors, without any reservation, with each of the provisions of Act No. 2016-1691 of 9 December 2016 regarding transparency, the fight against corruption, and the modernisation of economic life.

We are committed to immediately informing CFI of any change whatsoever that may violate or constitute a breach of this Declaration.

We hereby attest that we have read and agree that in the event of a violation and/or breach, whatsoever, whether voluntary or involuntary, independent of its severity, of one or more of the aforementioned provisions, CFI may unilaterally terminate this Agreement in accordance with Article 22.5. Termination for breach on the part of the Service Provider.

Surname and first name of the Service Provider: [to be completed]

As: [to be completed]

Duly authorised to sign for and on behalf of<sup>3</sup>: [to be completed]

Signature: \_\_\_\_\_

At: [to be completed]

Dated: [to be completed]

**END OF THE TERMS OF REFERENCE (TOR)**

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<sup>3</sup> In the case of a consortium, enter the name of the consortium. The person signing the bid, proposal or application on behalf of the bidder or consultant shall attach thereto the power of attorney conferred by the bidder or consultant.