|  |  |
| --- | --- |
|  | **PROCUREMENT CONTRACT** |
|  | **Service – Supplies** |
|  | **Number: 25-MR12557** |
|  | |
|  | **Object of the contract:**  *Technical assistance to 27 organizations benefiting from bioeconomy projects in 5 states of the Brazilian Legal Amazon.* |
|  | |
|  | **MAXIMUM AMOUNT OF THE CONTRACT:**  *state here the maximum amount of all services/supplies that may be delivered under the contract* |
| |  | | --- | | **Award date:** |   This contract is subject to the French Public Procurement Code in its latest version in force as enacted by [Order No. 2018-1074 issued on 26 November 2018](http://www.marche-public.fr/ccp/ccp-plan-legislative.htm) and its Implementation [Decree No. 2018-1075 issued on 3 December 2018](http://www.marche-public.fr/ccp/ccp-plan-reglementaire.htm) constituting the regulatory aspects of the Public Procurement Code (“CCP”).  It is awarded by means of:  open tender in application of L. 2124-2, R. 2161-2, R. 2161-3, R. 2161-4 and R. 2161-5 of CCP | |

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**special conditions – commitment procedure**

**Between:**

|  |
| --- |
| **EXPERTISE FRANCE SAS**  40, boulevard de Port Royal - 75005 PARIS, France  A simplified joint-stock company with share capital of €828,933 registered under the following numbers:   * SIRET no.: 808 734 792 00035 * Intra-community VAT number: FR36 808734792   Represented by Mr Jérémie PELLET, Managing Director,  **of the first part,** |

**and:**

|  |
| --- |
| **co-contracting party’s name**  (Hereafter the “Contractor”)   * Registered office address: * Registration number at the trade and companies registry: * Intra-community VAT no. (as applicable):   Represented by: XXXXXX  **of the second part,** |

(Hereafter referred to collectively as the “Parties“)

**Whereas:**

In the context of the cooperation project, hereafter the “Main Contract” (donor contract) signed on *6th November, 2024* between *Agence Française de Développement* and *Expertise France*, covering “*the support of the growth of the bioeconomy and to encourage the adoption of innovative practices contributing to the preservation of natural heritage in the Amazon* “, Expertise France asks the Contractor, which accepts the same, to perform the services and deliver the services under the Contract as set out in the attached technical annex entitled “Specifications”.

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

1. **Object of the contract**

The object of this contract (hereafter the “Contract) is “*Technical assistance to 27 organizations benefiting from bioeconomy projects in 5 states of the Brazilian Legal Amazon*“.

1. **Contractual documents**

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

1. This document and its annexes:

* Annex 1 attached: Specifications;
* The Code of Conduct of Expertise France (available at <https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568>);
* Contractual annex (DAJ\_M050) covering the processing of personal data in the event of GDPR data processing (collection of personal data on behalf of Expertise France).

1. CCAG - General administrative clauses applicable to public procurement for intellectual services approved under the Order of 30/03/2021, subject to the exceptions set out in the Contract.
2. The Contractor’s bid dated XX/XX/XXXX

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

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

1. **General characteristics of the Contract**

## Form of the Contract

The Contract is a public contract for services at fixed and total prices.

The Contract is broken down into the following tranches:

|  |  |  |
| --- | --- | --- |
| **Firm tranche** | | |
| Item 1 | Work Plan | Fixed-price item |
| Item 2 | 1st Consolidated Quarterly Report | Fixed-price item |
| Item 3 | 2nd Quarterly Consolidated Report | Fixed-price item |
| Item 4 | 3rd Quarterly Consolidated Report | Fixed-price item |
| Item 5 | Final Consolidated Report and Systematization of Best Practices | Fixed-price item |

## Term of the Contract

The term of the Contract is 14 months from its award to the Contractor by Expertise France.

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

## Commencement and deadline of service provision

The service provision deadline under this Contract is 14 months from the award date of this Contract.

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

## Firming-up of order tranches

The services/supplies due under the firm tranche are triggered on the Contract award date.

Each optional tranche may be firmed up by a signed service order issued by Expertise France.

Should any optional tranche not be firmed up, the Contractor may not claim any form of indemnity.

1. **Financial provisions**

## Amount of the Contract

The amount of the Contract is: XXXXX € exc. VAT.

It is broken down as follows:

|  |  |  |
| --- | --- | --- |
| **ITEM** | **TYPE OF AMOUNT** | **AMOUNT** |
| P1 | Fixed price (20%) | XXXX€ exc. VAT. |
| P2 | Fixed price (20%) | XXXX€ exc. VAT. |
| P3 | Fixed price (20%) | XXXX€ exc. VAT. |
| P4 | Fixed price (20%) | XXXX€ exc. VAT. |
| P5 | Fixed price (20%) | XXXX€ exc. VAT. |
|  |  |  |
| **MAXIMUM AMOUNT OF THE CONTRACT** | | XXXX€ exc. VAT. |

The fixed price of each item corresponds to the amount Expertise France undertakes to pay, after validation, all services/supplies due under the Contract have been accepted without reservation. As pricing is fixed, it includes all costs relating to the corresponding service provision.

## Form of prices

Prices are firm and non-modifiable.

## Advance

A 30% advance payment of the contract is granted to the Contractor from the award date of the Contract.

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

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

## Payment terms and late payment interest

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

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

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

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

## Presentation of payment demands

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

* Company name, address and registered office of the Contractor;
* Registration number of the Contractor (SIRET or equivalent);
* Bank account details;
* The code of the department acting as specifying department (stated in the article entitled Contact person and communication);



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

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

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

Invoices for advances must be accompanied by the corresponding supporting documentation validated by Expertise France.

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

Any missing document will prevent payment.

## Bank transfer

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

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

## Value added tax (VAT)

The Contractor must state the VAT rate applicable to the transaction or, as applicable, its VAT exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

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

## Taxes and duties

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

1. **inspection and acceptance activities**

## Inspection activities

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

* the Innovation Coordinator, Alexandre GOULART

## Acceptance of services and supplies

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

* the Innovation Coordinator, Alexandre GOULART

Any lack of response from Expertise France shall not equate to tacit acceptance of services or supplies.

1. **Specific terms of execution**

## Deliverables table

| **Step** | **Activities** | **Estimated schedule** |
| --- | --- | --- |
| **1** | **Initial Work Plan** , including initial planning, consolidated rapid assessment tool, segmentation strategy, remote training methodology, and partner mobilization plan. | Month 1 (up to 30 days after signing) |
| **2** | **Start of the Training Cycle** , according to the schedule approved in Product 1. | Throughout the execution, starting in month 2 |
| **3** | **Individualized Action Plans** for the 27 beneficiary organizations, with tailored recommendations and territorial coordination. | Month 3 (up to 60 days after signing) |
| **4** | **Submission of Quarterly Consolidated Reports** (macro activity, without technical-financial supervision) | Months 04, 07 and 10 |
| **5** | **Submission of Final Consolidated Report and Systematization of Best Practices** | up to 15 days after closing (month 12) |

## Expert in charge of the assignment

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

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

## Place of execution

The services will be performed most remotely, concerning the states of Amazonas, Pará, Amapá, Maranhão and Acre – Brazil, but it can include in-person activities

## Language of the Contract

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

## Commitments of the Contractor

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

* comply with the Specifications;
* immediately notify Expertise France in writing of any communication or instruction relating to the services/supplies that it may receive from the Client (beneficiary country or public entity) or from a third party, and not to comply with any such communication or instruction until having discussed the matter with Expertise France and after receiving the latter’s written authorisation;
* notify any difficulty it may encounter with the performance of its obligations under the Contract;
* comply with all applicable laws and regulations of the country of delivery of the services/supplies and adopt an attitude and act vis-à-vis third parties in the interests of Expertise France, such that Expertise France cannot be reproached in this regard by the Client, or by any person the latter may have designated;
* protect the interests of Expertise France vis-à-vis the Client;
* act as a loyal advisor vis-à-vis Expertise France;
* present itself vis-à-vis the Client, partners and local authorities as a Contractor engaged by Expertise France;
* apply the undertakings of Expertise France as expressed in its Code of Ethics, provided in Annex 5 of the Contract.

In the context of Contract execution, the Contractor undertakes to:

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

## Confidentiality

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

In this regard, the Contractor undertakes:

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

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

## Provision of documents

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

* Technical proposals from the proponents
* Proponents' contact information
* Inaugural milestone report
* Specifications of the Main Contract

## Insurance

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

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

The Contractor must be able to produce on request by Expertise France all certificates demonstrating its possession of the aforementioned policies.

## Contact person and communication

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

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

|  |  |
| --- | --- |
| For Expertise France : | Expertise France  Ilona COSTEY  Economie Durable et Inclusive Department  40, boulevard de Port Royal  F-75005 PARIS |
| For the Contractor: | To be completed by the Contractor |

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

## Understaking against deforestation

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

* Meat;
* Eggs ;
* Dairy products ;
* Ready-made meals, margarine, spreads;
* Leather shoes ;
* Automotive upholstery ;
* Household and cleaning products ;
* Agrofuels ;
* Lumber ;
* Solid wood or particle;
* Fuels ;
* Paper ;
* Cardboard ;
* Textiles ;
* Coffee, chocolate ;
* Exotic fruits ;
* Electronics.

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

1. **Re-examination clause**

Under Article R.2194-1 et seq. of the Public Procurement Code, Expertise France may amend the provisions of the Contract subject to the following conditions:

* Revision of the contract deadline and/or for the delivery of products.
* Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.).

Such modifications shall be notified to the Contractor: by concluding an amendment and communication via email.

1. **Similar services**

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

1. **penalties**

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

## Penalties for periodic documentary deliverables

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

## Penalties applicable to submission of final deliverables

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

1. **intellectual property**

## Definitions

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

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

## Ownership of results

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

The aforementioned elements shall be deemed to be effectively transferred to Expertise France after acceptance of the results delivered to it by the Contractor.

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

## Exploitation of results

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

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

## Licensing of pre-existing rights

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

## Guarantees

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

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

## Image rights

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

1. **Termination of the contract**

## General terms of performance

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

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

In the event of early termination, the Contractor shall immediately return to Expertise France all documents it may have received for the purposes of execution of the Contract.

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

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

Regardless of the circumstances, should an expert remain unavailable for a cumulative duration of XX weeks without a satisfactory replacement having been found, Expertise France may automatically terminate the Contract.

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

## Procedure

Any termination decision shall be notified by Expertise France to the Contractor by registered letter with acknowledgement of receipt. It shall state the effective date of termination.

1. **safety and security measures and responsabilities**

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

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

1. **ethics**

The Contractor also undertakes to take note of the  [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise+France+%E2%80%93+Code+of+conduct/82cf6060-4768-4b25-8817-ccba1d86e568) and to comply strictly with it (the Expertise France code of conduct is available on the agency’s website: [www.expertisefrance.fr](http://www.expertisefrance.fr)).

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

1. **Administration of personal data**

Under Article 13 or Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the Contractor is notified that personal data (notably name, first name and e-mail address) collected under this contract may be processed.

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

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

The purposes of the processing are as follows:

* Management and monitoring of this Contract
* Management and monitoring of reports forwarded to donors and other supervisory authorities.

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

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

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

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

The Contract may require the processing of personal data. The parties undertake to comply with regulations on the processing of personal data in accordance with amended law no. 78-17 of 6 January 1978 relating to data processing, files and liberties and regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR).

The Contractor notably undertakes to:

* Process personal data solely for the purposes of the Contract, as defined in annex hereto covering the collection of personal data (GDPR data processor);
* Ensure that persons authorised to process personal data undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality;
* Implement appropriate technical and organisational measures to guarantee a level of security commensurate with the risks resulting from the Contract, notably with regard to data encryption, confidentiality and integrity;
* Notify Expertise France, via any means, of any personal data breach within 24 hours of becoming aware of any such event;
* Assist Expertise France in its obligation to respond to requests it may receive from data subjects;
* Delete all personal data or return it to Expertise France on conclusion of the services covered by the Contract, as specified by the latter, unless EU law or that of the member state requires such data to be retained;
* Make available to Expertise France all information it may require to demonstrate compliance with the obligations set out in this article and to enable audits to be conducted by the latter or by any other person of its choice.

Where the Contractor uses a data processor to process personal data during execution of the Contract, it must obtain prior written authorisation from Expertise France. Similarly, the Contractor shall notify Expertise France of any planned change concerning the addition or replacement of processors, thereby enabling Expertise France to issue any objections it may have in this regard.

The same obligations concerning data protection as those set out in the Contract are mandatory for processors, notably regarding the provision of adequate guarantees for the implementation of appropriate technical and organisational measures ensuring the protection of personal data. Should any processor fail to meet its obligations, the Contractor shall remain fully responsible vis-à-vis Expertise France for the fulfillment of the processor’s obligations.

In the event of non-compliance with the aforementioned provisions, the Contractor is reminded that its liability may be invoked. In the event of any breach of professional secrecy or non-compliance with the aforementioned provisions, Expertise France may immediately terminate the Contract without compensation for the Contractor.]

1. **Dispute resolution - applicable law**

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

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

1. **Derogation from the CCAG**

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

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

1. **AUDIT**

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

The Contractor therefore undertakes to:

* Allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits, including interviews with the people involved and on-site visits;
* Submit documents relating to the performance of the present Contract as well as any documents required by the auditors;
* Demonstrate transparency and respond to auditors’ requests;
* Implement any corrective measures that may be necessary.

Expertise France will notify the Contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned.

The Contractor also undertakes to allow Expertise France, or any other third party mandated by Expertise France, to carry out an investigation in the case of an allegation of a prohibited practice[[1]](#footnote-1) relating to the present Contract, under the conditions set out above.

The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.

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

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

1. **Final provisions**

## Declaration

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

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

Furthermore,

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

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

<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

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

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

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

FOR THE CONTRACTOR:

In.....………....….., on...…….....20....

Preceded by the handwritten words “Read and approved":

Signature[[2]](#footnote-2):

Name:  
First name:

Role:

FOR EXPERTISE FRANCE:

This offer is accepted as an undertaking.

In Paris on

Signature[[3]](#footnote-3):

Name: KAYODE-ANGLADE  
First name: Seliatou

Role: Division Manager

**Done in one original copy retained by Expertise France.**

**Annex 1: Specifications**

**1. General Information**

|  |  |
| --- | --- |
| Task Name | Hiring of consulting services to provide technical assistance to 27 organizations benefiting from bioeconomy projects in 5 states of the Brazilian Legal Amazon. |
| Beneficiaries | Expertise France |
| Country | Brazil |
| Estimated total number of months | 13 (12 for technical assistance and 1 for contract termination) |
| Value | €60,000 (sixty thousand euros). |

**2. Context and Justification**

The Amabio project, funded by the Agence Française de Développement (AFD), aims to support the development of the bioeconomy and innovative sustainable financing practices in the countries of the Amazon basin, initially in Brazil, but also in Colombia, Bolivia, Ecuador, and Peru in a second phase. By supporting credit lines granted by the AFD to public banks in Brazil and other countries in the region, the project will leverage this financing through a technical cooperation program that aims to promote sustainable economic alternatives for the inhabitants of the Amazon.

This program has three components:

* Component 1: Creation of a center for innovation, investment, and technology sharing for the Amazonian bioeconomy.
* Component 2: Support for partner public banks to finance the bioeconomy and the preservation of natural heritage in the Amazon.
* Component 3: Development of innovative initiatives to combat deforestation and restore natural heritage in vulnerable biomes.

In June 2025, in partnership with Banco da Amazônia (BASA), the AMABIO 001/2025 Call for Proposals was launched, with a budget of R$ 4 million. The Call for Proposals received more than 500 proposals from entrepreneurs, cooperatives, and associations from the states of Amazonas, Pará, Amapá, Maranhão, and Acre. After a selection process, 27 projects were selected, representing the social, productive, and territorial diversity of the Legal Amazon.

Of the total approved projects, Amazonas (AM) leads with 9 projects, representing 33% of the total. Pará (PA) follows, with 8 projects and 29%. Amapá (AP) has 6 initiatives, corresponding to 22%. Maranhão (MA) has 3 projects (12%), while Acre (AC) participates with 1 project, equivalent to 4% of the total.

All supported initiatives have a strong presence in traditional and protected territorial units, with projects to be implemented in Indigenous Lands, Extractive Reserves (Resex) and Sustainable Development Reserves (RDS), or in territories used by family farming, reinforcing governance and income generation in these territories.

The first call for proposals will strengthen organizations working with bioeconomy value chains in the Amazon, with a focus on the sustainable management of pirarucu fish, agroforestry systems (SAFs) with cocoa and fruits, the production of vegetable oils, the processing of pulps and bioactives, handicrafts, and community-based tourism. These chains are driven by process innovations – such as the implementation of agro-industries, community bio-factories, solar energy, waste reuse, and digital inclusion. Projects focused on social innovation and governance are also included, such as collective organization, professional training, women's empowerment, and the creation of new commercial arrangements and territorial surveillance.

In this way, the call for proposals demonstrates a commitment to sociocultural equity, with a significant number of projects being led by women – who are at the forefront of initiatives in agro-industry, handicrafts, and community management – and others specifically aimed at indigenous peoples and traditional communities, strengthening their organizations, knowledge, and traditional production systems.

**3.1. Subject of the Contract**

Hiring a specialized organization - NGO, OSCIP, social enterprise or research/technical assistance institution with a consolidated presence in the Amazon - to **develop, coordinate and implement an institutional strengthening plan** for the 27 community-based organizations selected by the 1st AMABIO Call for Proposals.

The contracted organization will be responsible for providing **primarily remote technical assistance** , and may coordinate and engage **local partners** (universities, networks, associations, public and private institutions) for eventual on-site support, especially at the beginning of the support process.

**The contracted consultancy will not provide technical or financial supervision of the supported projects, nor will it verify the eligibility of expenses, contractual compliance, or mandatory on-site execution of activities.** Its role will be limited to strengthening the institutional and organizational structure of the beneficiaries, respecting their territorial specificities and different levels of organizational maturity.

**3.2. General Objective**

To strengthen the institutional and organizational capacities of the 27 organizations supported by the 1st AMABIO Call for Proposals, through a structured process that combines shared planning, individualized diagnosis, territorial articulation of partnerships for technical support and remote training, contributing to the successful implementation of projects and the sustainability of results in their territories.

**4. Specific Objectives**

**4.1. Conduct an initial planning process with 27 organizations.**

Initiate work with the 27 beneficiary organizations through a structured process that includes preliminary consultations, alignment of expectations, and the presentation of a proposal for pedagogical support to strengthen institutional capacity. This process should:

* to establish a common ground of understanding regarding objectives, steps, and responsibilities;
* To present the operational instruments and requirements of Banco da Amazônia related to the execution of the projects (which will be provided by the Bank).

**4.2. Conduct an institutional maturity assessment.**

Based on the application of an organizational maturity assessment tool and, if necessary, supplementary interviews, identify:

* institutional strengths and weaknesses;
* management and governance gaps;
* Key risks and emerging needs for strengthening;
* Types of institutional maturity (segmentation of beneficiaries).

**4.3. Map, mobilize and engage territorial partners**

Implement efforts to connect and activate local networks—universities, cooperatives, associations, networks, public bodies—to provide complementary support to beneficiaries in the process of institutional strengthening and in the technical implementation of their projects.

The contracted organization must, in its technical proposal and work plan, differentiate the responsibilities that will fall under its purview and those that can be supplemented by local networks **through voluntary partnerships** between the parties.

**4.4. Develop and deliver Individualized Action Plans (“tailor-made”)**

For each beneficiary, provide a plan containing:

* priorities for institutional strengthening;
* Practical guidelines for governance, management, communication, finance, and technical execution;
* Specific recommendations tailored to your level of maturity;
* proposals for remote support and territorial coordination.

**4.5. Execute the institutional strengthening process on two complementary levels.**

1. **Macro level (general):**
   * Conduct remote training cycles for all organizations with a minimum workload of 40 hours distributed across the following themes: project management, financial management, monitoring, evaluation , and institutional communication. Additional themes may be incorporated based on diagnosis and initial dialogue with the beneficiaries.
   * To produce and apply tools, teaching materials, and content adapted to rural and forestry realities, with an appropriate and feasible workload .
2. **Micro level (individualized):**
   * Provide remote technical support, according to individualized action plans;
   * Maintain a remote channel for direct communication with the 27 organizations to address any questions regarding the monitoring process of individual action plans throughout the contract;
   * articulate the eventual on-site support to be provided by local partners.

**5. Implementation schedule**

All products must be delivered in Portuguese, following Expertise France templates, where applicable*.*

1. **Initial Work Plan**

**Deadline:** up to 30 days after signing.

It should include:

* Consolidation of the institutional maturity analysis with segmentation (considering aspects such as governance, financial management, legal compliance, etc.) and a risk matrix accompanied by practical recommendations.
* Proposal for an 11-month institutional strengthening plan, including:
  + general methodology;
  + Training model (remote and in-person via partners);
  + minimum workload;
  + Menus and contents;
  + Formats adapted to the rural-forest reality (which may include online platforms, visual cards, *WhatsApp groups* , etc.);
* Initial strategy for mobilizing territorial partners;
* Internal communication plan with beneficiaries;
* Detailed schedule for the 11 months of work.

1. **Start of Training Cycle**

**Deadline:** after submission of the Institutional Strengthening Plan (Product 01) – up to 30 days after signing , with continuous implementation throughout the execution period.

Include:

* Content covering technical execution, financial management, M&A, and institutional communication.
* teaching materials ( *slides* , guides, instructions);
* recordings of remote sessions;
* attendance lists;
* Consolidated FAQ.

1. **Individualized Action Plans (27 plans)**

**Deadline:** up to 60 days after signing.

Each plan should detail:

* individual diagnosis;
* priorities and strategies for strengthening;
* practical recommendations;
* planned territorial organization;
* Simple indicators for monitoring.

1. **Submission of Quarterly Consolidated Reports (3 reports)**

**Timeline:** months 4, 7 and 10 (first report after 90 days from the start of the training cycle)

Each report will include:

* activities performed;
* *Status* of project execution by organizations (without technical/financial supervision);
* Partners mobilized and visits made by them;
* Challenges, risks and opportunities identified;
* recommendations;
* documentary evidence.

1. **Submission of Consolidated Final Report + Systematization of Best Practices**

**Deadline:** up to 15 days after closing (month 12)

It should contain:

* A comprehensive summary of the results achieved;
* methodologies developed;
* tools produced;
* Types of beneficiaries and their challenges;
* Lessons learned;
* 27 individualized fact sheets (1–2 pages) with institutional progress, challenges, and post-project recommendations;
* Proposals for future AMABIO calls.

**6. Deliverables and Deadlines**

| **Step** | **Activities** | **Estimated schedule** |
| --- | --- | --- |
| **1** | **Initial Work Plan** , including initial planning, consolidated rapid assessment tool, segmentation strategy, remote training methodology, and partner mobilization plan. | Month 1 (up to 30 days after signing) |
| **2** | **Start of the Training Cycle** , according to the schedule approved in Product 1. | Throughout the execution, starting in month 2 |
| **3** | **Individualized Action Plans** for the 27 beneficiary organizations, with tailored recommendations and territorial coordination. | Month 3 (up to 60 days after signing) |
| **4** | **Submission of Quarterly Consolidated Reports** (macro activity, without technical-financial supervision) | Months 04, 07 and 10 |
| **5** | **Submission of Final Consolidated Report and Systematization of Best Practices** | up to 15 days after closing (month 12) |

**7. Work Methodology**

The methodology should prioritize:

* Remote institutional strengthening, with in-person activities preferably carried out by territorial partners, when possible and relevant, on a voluntary basis and without additional cost to the contract.
* Two-level approach:
  1. Macro (remote training and cross-cutting materials);
  2. Micro (individualized follow-ups and coordination with local partners).
* Structured initial consultation with all beneficiaries for leveling, rapid maturity assessment, and mapping of partnerships.
* Participatory and intercultural approaches, sensitive to the socio-territorial reality of the Amazon.
* Production of simple, applicable methodologies, content, and tools adapted to rural and forestry organizations, with a realistic workload.
* Cross-sectoral integration of gender, youth, and diversity.
* Clarity regarding responsibilities: the contracted organization will not provide technical or financial supervision of the beneficiaries, limiting itself to institutional strengthening.

**8. Duration and Location of Performance**

The contract will have a total duration of **13 months (12 for technical assistance and 1 for contract termination)** , with a start date scheduled for **March 2026** .

The scope of the consultancy work includes the states of **Amazonas, Pará, Amapá, Maranhão, and Acre** .

**9. Profile of the Contracted Institution**

**Institutional Experience**

* Minimum of 5 years of experience working in the Legal Amazon region with community organizations, socio-bioeconomy ventures, or territorially based initiatives.
* Proven experience in institutional strengthening, organizational management, governance, and remote or hybrid technical assistance.
* Proven track record working with traditional communities, indigenous peoples, family farmers, riverside dwellers, or extractivists.
* Prior experience with international cooperation projects, whether bilateral or multilateral.
* Experience in the development, technical and financial management of projects in the Amazon.

**Technical Capacity**

Multidisciplinary team with experience in:

* Institutional strengthening and organizational development;
* Administrative and financial management of small projects (support, not supervision);
* Monitoring, evaluation and indicators;
* Institutional communication and visibility;
* Territorial coordination and partner mobilization;
* Design of remote teaching methodologies and training.

Proven ability to:

* Activate networks and mobilize local partners (cooperatives, associations, universities, public bodies, etc.);
* Coordinate hybrid actions with a focus on efficiency and territorial suitability.

**Operational Capacity**

* Aptitude for performing **online activities with quality** , including specialized platforms and team;
* Ability to coordinate, provide methodological guidance, and monitor the work of **local partners for on-site visits** ;
* Suitable digital tools for continuous monitoring.

**Valued Profile**

* Amazonian organization or one with strong territorial roots;
* Teams with ethnic, gender, and territorial diversity;
* Experience with projects funded by public banks, international organizations, and cooperation agencies.

**10. Supervision and Coordination**

The supervision will be carried out by the team from **Expertise France in Belém** , in coordination with **Banco da Amazônia (BASA)** , is responsible for the financial and contractual supervision of the beneficiary organizations.

The contracted organization must designate a person as the **focal point** for implementation.

The contractor must hold regular meetings , sharing:

* progress of activities;
* methodological adjustments;
* risks, challenges and emerging needs.

**Important:**   
EF supervision The Bank of Amazonia **does not delegate** technical or financial supervision activities to the contracted organization; such responsibilities remain entirely with the Bank of Amazonia, the contracting institution along with the 27 organizations selected in the 1st Amabio Call for Proposals.

**11. Budget and Payment Terms**

The total budget available for this consultancy is **€60,000 (sixty thousand Euros)** . The first payment will be made after the contract is signed. Subsequent payments will be made upon delivery and **approval of the deliverables** , according to the following schedule:

|  |  |
| --- | --- |
| **Deliverable** | **Payment** |
| Workplan | 20% |
| 1st Consolidated Quarterly Report | 20% |
| 2nd Quarterly Consolidated Report | 20% |
| 3rd Quarterly Consolidated Report | 20% |
| Final Consolidated Report and Systematization of Best Practices | 20% |

The supplier must issue an invoice detailing the services provided.

Payment will be made via international bank transfer. All payments may take up to 30 calendar days to arrive, starting from the date the invoice is issued and validated by Expertise France.

An advance payment of up to 10% of the contract value may be requested by the winning company at the time of contract signing.

**12. Selection Criterion**

**12.1 Price of the service - 30%**

**12.2. Technical Evaluation of the Methodological Proposal - 35%**

The proposal should include:

* A detailed description of the methodology, consistent with the focus on institutional strengthening and remote prioritization;
* strategy for mobilizing territorial partners;
* detailed schedule;

**12.3. Institutional Experience and Team Profile - 35%**

The submission must include:

* Complete resumes of the team;
* A brief portfolio of the institution containing:
* territorial experience in the Amazon region and/or with traditional communities, indigenous peoples, family farmers, extractivists etc. A reference contact that can validate the service should be provided; and
* experience in institutional strengthening, technical assistance, project management, and territorial coordination.

**APPENDIX - Location of beneficiary organizations (State/Municipality)**

|  |  |  |
| --- | --- | --- |
| **STATE** | **MUNICIPALITY** | **Number of beneficiaries** |
| Amazon | Boca do Acre | 01 |
| Canutama | 01 |
| Alvarães | 01 |
| Itacoatiara | 01 |
| Tefé | 02 |
| Maués | 01 |
| Silves | 01 |
| Fonte Boa | 01 |
| Carauari | 01 |
| Amapá | Itaubal | 01 |
| Mazagão | 02 |
| Oiapoque | 02 |
| To | Santarém | 02 |
| Santo Antônio de Tauá | 01 |
| Prainha | 01 |
| Altamira | 01 |
| Belém | 02 |
| Paragominas | 01 |
| Maranhão | São José do Ribamar | 01 |
| Timon | 01 |
| Cururupu | 01 |
| Acre | Cruzeiro do Sul | 01 |
| TOTAL | | 27 |

**Annex 2: DEFINITION AND CONDITIONS FOR PROCESSING PERSONAL DATA ON BEHALF OF THE CONTRACTING AUTHORITY**

The purpose of this annex to the contract is to define the conditions under which the contractor undertakes to process the personal data defined below on behalf of the contracting authority.

1. **Description of the personal data processing**

The contractor is authorised, for the term of this contract, to process on behalf of the contracting authority certain personal data as required for provision of the following services, constituting the purpose of the processing within the meaning of GDPR: ***Specify the object of the service and supplement with the objectives of the processing in question***

The data subjects concerned by the processing of their personal data are as follows:

Employees

Candidates for any procedure required to execute this contract

Suppliers and service providers

Visitors

Prospects

Partners

Other: ***To be completed***

The data categories to be processed are: ***Select the relevant box***

Title, identity, identification data

Private life (lifestyle, family situation, etc.)

Professional life (CV, e-mail address, professional training, academic history, etc.)

Economic and financial information (income, financial situation, tax position, etc.)

Connection data (IP address, connection logs, etc.)

Location data (travel, GPS & GSM data, etc.)

Other: ***To be completed***

If highly personal data is also collected and processed: ***Select the relevant box***

Banking data (account details, bank card data, financial transactions, etc.)

Data about social problems

If categories of sensitive data is also collected and processed: ***Select the relevant box***

Data on racial or ethnic origin

Data on political opinions

Data on religious or philosophical beliefs

Data on trade union membership

Genetic data

Biometric data

Health data

Data on lifestyle or sexual orientation

Data on criminal convictions and offences or related security measures

1. **Obligations of the contractor vis-à-vis the buyer (Article 28.3 GDPR)**

The contractor notably undertakes to:

* process personal data solely for the purposes of the contract;
* process data as set out in the contractual documents. If the contractor considers that instructions are issued in violation of personal data regulations or any other provision of EU law or that of a member state on personal data, it must immediately notify the contracting authority.

If the contractor is required to transfer data to a third country (outside the EU) or to an international organisation under EU law or that of any member state by which it is bound, it must notify the contracting authority of such a legal obligation prior to performing the relevant processing, unless prohibited from doing so under any applicable law;

* guarantee the confidentiality and security of the personal data processed under this contract;
* ensure that persons authorised to process personal data under this contract:
* undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality;
* receive the necessary personal data protection training;
* gives due consideration, with regard to its systems, products, applications or services, to the data protection principles of privacy by design and privacy by default.

1. **Outsourcing of processing activities (Articles 28.2 and 28.4 GDPR)**

Where the contractor uses a data processor to carry out specific processing activities, it shall notify the contracting authority in advance and in writing of any planned change with regard to the addition or replacement of other processors. Such notification must clearly state the processing activities to be outsourced, the identity and contact details of the processor and the contract dates.

In order to obtain acceptance and authorisation from Expertise France, the contractor must present its processor by means of a special processing document, for which the formal requirements are set out in form DC4 or any other equivalent document (available for download at <http://www.economie.gouv.fr/daj/formulaires-declaration-candidat>).

1. **Data subjects’ right of information and exercise of said right (Articles 13 to 15 GDPR)**

The contractor shall provide the contracting authority with the means of notifying data subjects of all relevant processing activities at the time data is collected.

1. **Notification of personal data breaches (Article 33 GDPR)**

The contractor shall notify its contract contact person at Expertise France of any personal data breach, within 24 hours of becoming aware of any such breach.

It shall notify the contracting authority by any means able to unequivocally establish the date and time of receipt of the notification. Any such notification shall be accompanied by all relevant documentation in order to enable the contracting authority, as required, to notify the breach to the competent authorities (in this case, the French data protection agency, CNIL) within a reasonable period of time after becoming aware of the breach.

On receipt of written authorisation from Expertise France, the contractor shall notify the personal data breach to the competent authorities on behalf of Expertise France within 72 hours, unless said the breach is unlikely to pose any threat to the rights and liberties of natural persons.

The notification shall at least include:

* a description of the nature of the personal data breach, where possible including the categories and approximate number of data subjects affected by the breach, and the categories and approximate number of personal data records in question;
* the name and contact details of the data protection officer or of another contact person from whom additional information may be obtained;
* a description of the probable consequences of the personal data breach;
* a description of the measures taken, or which the contractor plans to take, in agreement with the contracting authority in order to rectify the personal data breach, including, as applicable, the measures to mitigate any negative consequences.

If it is not possible for the contractor to provide all such information at the same time, it may be forwarded in stages yet without undue delay.

1. **Support from the contractor to the contracting authority to enable its obligations to be complied with**

The contractor undertakes to collaborate with the contracting authority in the preliminary investigations of the supervisory authority.

1. **Security measures**

The contractor shall employ all resources, measures and procedures enabling it to:

* anonymise the personal data to be processed (pseudonyms, encryption, etc.);
* guarantee the confidentiality, integrity, availability and permanent reliability of processing systems and services;
* re-establish the availability of and access to personal data within an appropriate period of time in the event of any physical or technical incident;
* regularly test, analyse and assess the effectiveness of the technical and organisational measures implemented to ensure secure processing.

1. **Fate of personal data (Article 28.3.g GDPR)**

On expiry of the contract, and at the discretion of Expertise France, the contractor and any data processor it may use must:

* return to Expertise France, or to a third party designated by the latter, all personal data in their possession;
* destroy or permanently delete all personal data and copies thereof in their possession, regardless of the medium on which it may be held, and be able to certify destruction vis-à-vis Expertise France.

1. **Data protection officer (Articles 37 to 39 GDPR)**

On signature of the contract, the contractor shall notify Expertise France of the name and contact details of its data protection officer, if it has designated such a person under Article 37 GDPR, or, failing this, the identity and contact details of the contact person charged with data protection matters.

1. **Processing register (Article 30 GDPR)**

The contractor shall maintain a written register of all processing activities performed on behalf of Expertise France, containing:

1. the names and contact details of the personnel or other representatives of Expertise France on behalf of whom it is acting, of any processors it may employ and, as applicable, of the data protection officer;
2. the categories of processing performed on behalf of Expertise France;
3. as applicable, transfers of personal data to a third country or international organisation, including identification of such third countries or international organisations, and, in the case of transfers covered by the second subparagraph of Article 49(1) GDPR, the documents certifying the existence of appropriate guarantees;
4. to the extent possible, a general description of the technical and organisational security measures satisfying your personal data protection obligations.
5. **Documentation (Article 28.3.h GDPR)**

The contractor shall make available to the contracting authority all necessary documentation demonstrating compliance with all its obligations and, as applicable, to enable audits to be performed, including inspections by the contracting authority or by an auditor engaged by the latter, and fully collaborate in such audits.

1. **Obligations of the contracting authority vis-à-vis the contractor**

Expertise France undertakes to:

* Collaborate with the contractor in order to satisfy the obligations relating to the “Description of the personal data processing” as set out in Article 1 of this annex;

1. Prohibited practices as defined by the Agence Française de Développement group are defined below: <https://www.afd.fr/en/ressources/afd-groups-policy-prevent-and-combat-prohibited-practices-2020> [↑](#footnote-ref-1)
2. Date and original signatures [↑](#footnote-ref-2)
3. Date and original signatures [↑](#footnote-ref-3)