|  |  |
| --- | --- |
|  | **PROCUREMENT CONTRACT** |
|  | **Service – Supplies** |
|  | **Number: 26-MR0624** |
|  | |
|  | **Object of the contract:**  *Technical and operational management of the AMABIO 002/2026 and AMABIO 003/2026 Calls for Proposals.* |
|  | |
|  | **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:  adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 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: XXXX * Registration number at the trade and companies registry: XXXX * Intra-community VAT no. (as applicable): XXXX   Represented by: XXXXXXX  **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 “*Gestion technique et opérationnelle des appels de projets AMABIO 002/2026 et AMABIO 003/2026* “.

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 [day-to-day supplies and services approved under the Order of 30/03/2021] [intellectual services approved under the Order of 30/03/2021] [information and communication techniques 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 | AMABIO Call for projects 002/2026 structured and validated AND Operational Digital Platform for the call for projects AMABIO 002/2026 | Fixed-price item |
| Item 3 | Report with analysis of proposals received AND Final Report of the call for projects AMABIO 002/2026 | Fixed-price item |
| Item 4 | AMABIO Call for projects 003/2027 structured and validated AND Operational Digital Platform for the call for projects AMABIO 003/2027 | Fixed-price item |
| Item 5 | Report with analysis of proposals received AND Final Report of the call for projects AMABIO 003/2027 | Fixed-price item |

## Term of the Contract

The term of the Contract is 15 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 15 months from the award date of this CONTRACT.

If all or some of the services 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 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: State amount in € exc. VAT.

It is broken down as follows:

|  |  |  |
| --- | --- | --- |
| **ITEM** | **TYPE OF AMOUNT** | **AMOUNT** |
| P1 | Fixed price (30%) | XXXX€ exc. VAT. |
| P2 | Fixed price (20%) | XXXX€ exc. VAT. |
| P3 | Fixed price (15%) | XXXX€ exc. VAT. |
| P4 | Fixed price (20%) | XXXX€ exc. VAT. |
| P5 | Fixed price (15%) | XXXX€ exc. VAT. |
|  |  |  |
| **MAXIMUM AMOUNT OF THE CONTRACT** | | XXXX€ exc. VAT. |

## Form of prices

Prices are firm and non-modifiable.

## Advance

A 10% 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, Dominik GIUSTI
* The Project Manager, Janaina GALVÃO

## 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, Dominik GIUSTI
* The Project Manager, Janaina GALVÃO

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 -** a consolidated document containing the overall service delivery plan, work methodology, detailed schedule, team organization, definition of operational flows, and risk matrix. | up to 14 days after contract signing |
| 2 | **AMABIO Call for projects 002/2026 structured and validated -** drafting the call for proposals based on benchmarking, consultations with target audiences, definition of eligibility and selection criteria, evaluation matrices and operational protocols, with institutional validation. | up to 60 days after contract signing |
| 3 | **Operational Digital Platform for the call for projects AMABIO 002/2026 -** A customized, approved, and operated digital platform for submitting, screening, and evaluating proposals for the AMABIO 002/2026 Call for Proposals, including support materials, information security requirements, and technical support during the submission and evaluation period. | Up to 80 days after contract signing (approval); operation during the call for proposals cycle. |
| 4 | **Report with analysis of proposals received -** Technical report consolidating and analyzing the submitted proposals, including quantitative and qualitative data, profile of the initiatives, and technical observations relevant to the selection process. | According to the selection process schedule |
| 5 | **Final Report of the call for projects AMABIO 002/2026 -** A consolidated technical report of the selection process, covering document screening, technical evaluation, consolidation of results, support for the Selection Committee, and systematization of lessons learned. | At the end of the selection cycle for the AMABIO 002/2026 Call for proposals |
| 6 | **AMABIO Call for projects 003/2027 structured and validated -** Preparation and institutional validation of the call for proposals, considering methodological adjustments and improvements resulting from lessons learned in the previous cycle. | According to the agreed schedule, expected for the second half of 2026. |
| 7 | **Operational Digital Platform for the call for projects AMABIO 003/2027 -** Configuration, adjustments, and operation of the digital platform for the AMABIO 003/2027, incorporating incremental improvements and technical adjustments where applicable. | At the end of the selection cycle for the AMABIO 003/2026 Call for proposals |
| 8 | **Report with analysis of proposals received -** Technical report with analysis of the proposals submitted to the AMABIO 003/2027 Call for proposals, including comparative data and performance indicators of the process. | According to the selection process schedule |
| 9 | **Final Report of the call for projects AMABIO 003/2027 -** Consolidated technical report of the second selection process, including comparative analysis between cycles, evaluation of results, and recommendations for future public calls for proposals for the Program. | At the end of the selection cycle for the AMABIO 003/2027 Call for proposals |

## Place of execution

The services will be performed remotely.

## 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:

* 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.

## 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.....………....….., on...…….....20....

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

Name: KAYODE-ANGLADE  
First name: Seliatou

Role: Department Manager

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

**Annex 1: Specifications**

**TERMS OF REFERENCE**

**AND TECHNICAL SPECIFICATIONS**

1. **General Informations**

|  |  |
| --- | --- |
| **Service description** | Provision of specialized services for the technical and operational management of the AMABIO 002/2026 and AMABIO 003/2026 Calls for Proposals. |
| **Beneficiary** | Expertise France (EF) |
| **Country** | Brazil |
| **Estimated total number of months** | 15 months |

1. **Context and Rationale**

The AMABIO Program – Sustainable and Inclusive Financing of the Amazon Bioeconomy is funded by the Agence Française de Développement (AFD) and implemented by Expertise France, in partnership with Brazilian public financial institutions. Its objective is to promote the Amazon bioeconomy as a strategy for sustainable development, income generation, productive inclusion, and biodiversity conservation. The initiative focuses on strengthening institutional and operational mechanisms that enable local initiatives to access financial support instruments adapted to the territorial realities of the Amazon.

In 2025, the AMABIO Program, in partnership with Banco da Amazônia, launched the AMABIO 001/2025[[4]](#footnote-4) Call for Proposals. In view of the planned launch of two new calls for project support in 2026 and 2027, it is necessary to contract specialized services for the integrated management of the digital platform and the selection processes of the AMABIO Calls for Proposals. This contracting aims to ensure efficiency, transparency, and technical coherence in the conduct of the selection cycles, through the integration of digital technology, document management, and coordination of the technical evaluation of proposals, in accordance with international cooperation best practices and the institutional requirements of Expertise France and its partners.

1. **Scope of the Contract**

This Terms of Reference aims to contract specialized services for the technical and operational management of the AMABIO 002/2026 and AMABIO 003/2027 Calls for Proposals, including the conduct of the selection processes and the management of the digital platform for proposal submission and evaluation.

1. **Activities to Be Performed**

### a. Coordination

### Technical and institutional management of the contracted services, ensuring continuous alignment with Expertise France and Banco da Amazônia, as well as integration and coherence across the planning, operational, and closing stages of the selection processes under the AMABIO Calls for Proposals. Activities include:

### Planning, organizing, and monitoring the execution of the activities provided for in the contract;

### Ensuring alignment between the rules of the calls, selection criteria, operational workflows, and the functionalities of the digital platform;

### Providing technical support to Selection Committee meetings, including preparation of information and systematization of decisions and follow-up actions;

### Monitoring deadlines, deliverables, and operational risks throughout the call cycles;

### Producing technical records, minutes, and monitoring reports;

### Systematizing lessons learned and preparing periodic reports and a final summary report.

### b. Calls for Proposals

### Design and technical drafting of the calls for proposals, from the initial diagnosis and benchmarking phase through final drafting and institutional validation, ensuring alignment with the objectives of the AMABIO Program, the territorial realities of the Amazon, and the target audiences. Activities include:

### Conducting benchmarking of relevant national calls and public tenders (bioeconomy, sociobiodiversity, innovation, inclusive finance);

### Analyzing previous experiences of the AMABIO Program and related initiatives, identifying good practices, risks, and opportunities for improvement;

### Supporting the definition of the strategic orientation of the calls, including objectives, funding lines, prioritization criteria, and geographic scope;

### Conducting technical consultations and qualified listening sessions with target audiences (civil society organizations, cooperatives, associations, enterprises, and other relevant stakeholders);

### Drafting and revising the call texts, ensuring clarity, technical coherence, accessible language, and alignment with the Program’s strategic objectives;

### Defining and structuring eligibility and selection criteria, including documentary requirements and evaluation parameters;

### Preparing eligibility matrices, checklists, and screening and admissibility protocols;

### Ensuring compatibility between the content of the calls and the functionalities of the digital platform;

### Supporting the institutional validation process of the calls with the Agence Française de Développement, Expertise France, and Banco da Amazônia.

### c. Digital Platform for Proposal Submission

### Customization, operation, and maintenance of a digital platform for the submission, management, and evaluation of proposals submitted to the AMABIO Program Calls for Proposals, ensuring operational efficiency, information security, accessibility, and an appropriate user experience for diverse audiences and territories with varying levels of connectivity. Activities include:

### Technical aspects

### Contracting and/or customizing a stable and responsive digital platform for proposal submission, compatible with different devices and browsers, including complete workflows for submission, validation, draft saving, and final submission;

### Structuring intelligent forms with mandatory fields, automatic format and size validations, guidance messages, and contextual alerts;

### Configuring document uploads by category, with version control and configurable limits (by file type/size/quantity), and automatic mechanisms to identify duplications, inconsistencies, and non-compliance (e.g., CPF/CNPJ, mandatory documents, call rules);

### Providing an administrative dashboard with advanced filters, operational dashboards, and real-time reports;

### Creating a dedicated area for reviewers, including permission management, proposal assignment, and recording of evaluations;

### Automatically logging all actions performed on the platform, indicating who performed the action, what was done, and when, to ensure control and transparency;

### Enabling secure export of data and reports in XLS or CSV formats and, when necessary, automatic integration with other systems to allow secure data exchange without manual processes;

### Conducting functional, performance, and security tests, as well as platform validation with the Program coordination team.

### Design, usability, and accessibility aspects

### Developing/providing a clear, intuitive, and user-oriented interface with simple and accessible language;

### Ensuring responsive design suitable for mobile devices;

### Applying user experience best practices, especially for users with low digital literacy;

### Adapting the platform to digital accessibility criteria;

### Including user guidance resources such as completion tips, integrated FAQs, and clear error messages;

### Developing support materials for platform use, such as manuals and tutorials (digital format).

### Information security and data protection

### Ensuring full compliance with the Brazilian General Data Protection Law (LGPD);

### Implementing secure authentication and access profile management;

### Ensuring encryption of data in transit and at rest;

### Performing automatic and periodic backups, with defined data retention and recovery policies;

### Defining and implementing security incident response procedures.

### Operation and support

### Operating the platform during proposal submission periods;

### Providing continuous technical support to users (applicants, evaluators, and management team);

### Monitoring platform performance, stability, and availability;

### Implementing adjustments and incremental improvements based on lessons learned and operational demands.

### d. Proposal Selection

### Technical and operational management of the proposal selection process, ensuring compliance with call rules, qualified technical evaluation, standardized procedures, transparency, and traceability, from the screening phase through final consolidation of results, under the institutional governance of Expertise France and Banco da Amazônia. Activities include:

### Documentary screening and admissibility

### Conducting documentary screening of proposals submitted via the digital platform;

### Verifying compliance with formal requirements of the call, including applicant profile, mandatory documentation, and eligibility criteria;

### Applying standardized admissibility checklists and protocols;

### Recording admissibility and non-admissibility decisions, ensuring traceability and audit trails;

### Consolidating quantitative and analytical data from the screening phase.

### Organization and coordination of technical evaluation

### Planning and organizing the technical evaluation stage of admissible proposals;

### Coordinating the work of independent reviewers, including proposal assignment and deadline monitoring;

### Ensuring uniform application of the evaluation matrix and technical criteria defined in the call;

### Standardizing evaluation tools, opinions, and technical justifications;

### Implementing mechanisms to control and record conflicts of interest among evaluators.

### Consolidation of results

### Consolidating scores, averages, and rankings of evaluated proposals;

### Verifying consistency of results and identifying any discrepancies;

### Preparing technical consolidation reports to support Selection Committee deliberations;

### Ensuring the integrity and auditability of information produced throughout the evaluation process.

### Support to deliberation and communication of results

### Providing technical support to Selection Committee meetings, including presentation of consolidated results;

### Technically supporting the formalization of Committee decisions;

### Supporting communication of results to selected and non-selected applicants, in accordance with institutional guidelines;

### Verifying and organizing final documentation of selected proposals, ensuring compliance for subsequent contracting stages (not included in this scope).

### Closure of the selection process

### Preparing the final report of the selection process for each call, including quantitative and qualitative analyses, key findings, risks, and recommendations;

### Consolidating records, databases, and audit trails;

### Systematizing lessons learned to inform improvements in future cycles.

### 

1. **Deliverables, Timeline, and Payment**

The provision of services covers two complete call cycles: AMABIO 002/2026 Call for Proposals and AMABIO 003/2027 Call for Proposals.

Each cycle will result in specific deliverables, with delivery, validation, and payment carried out independently, as described below:

1. **Deliverables and Timeline with Disbursement**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Nº** | **Product** | **Description** | **Deadline** | **% of the property value** |
| **Product 1** | **Work Plan** | *A consolidated document containing the overall service delivery plan, work methodology, detailed schedule, team organization, definition of operational flows, and risk matrix.* | Up to 14 days after signing the contract. | 30% |
| **Product 2** | **Byproduct 2.1 - AMABIO 002/2026 Call for proposals structured and validated** | *Drafting the call for proposals based on benchmarking, consultations with target audiences, definition of eligibility and selection criteria, evaluation matrices and operational protocols, with institutional validation.* | Up to 60 days after signing the contract. | 20% |
| **Byproduct 2.2 - Operational Digital Platform for the AMABIO 002/2026 Call for proposals** | *A customized, approved, and operated digital platform for submitting, screening, and evaluating proposals for the AMABIO 002/2026 Call for Proposals, including support materials, information security requirements, and technical support during the submission and evaluation period.* | Up to 80 days after contract signing (approval); operation during the bidding cycle. |
| **Product 3** | **Byproduct 3.1 - Report with analysis of proposals received** | *Technical report consolidating and analyzing the submitted proposals, including quantitative and qualitative data, profile of the initiatives, and technical observations relevant to the selection process.* | According to the selection process schedule | 15% |
|  | **Byproduct 3.2 - Final Report of the Selection Process – AMABIO Call for proposals 002/2026** | *A consolidated technical report of the selection process, covering document screening, technical evaluation, consolidation of results, support for the Selection Committee, and systematization of lessons learned.* | At the end of the selection cycle for the AMABIO Call for proposals 002/2026 |
| **Product 4** | **Byproduct 4.1 - AMABIO Call for proposals 003/2027 structured and validated** | *Preparation and institutional validation of the call for proposals, considering methodological adjustments and improvements resulting from lessons learned in the previous cycle.* | According to the agreed schedule, expected for the second half of 2026. | 20% |
| **Byproduct 4.2 - Operational Digital Platform for the AMABIO Call for proposals 003/2027** | *Configuration, adjustments, and operation of the digital platform for the AMABIO 003/2027 Call for proposals incorporating incremental improvements and technical adjustments where applicable.* | As per the agreed schedule of the AMABIO Call for proposals 003/2027. |
| **Product 5** | **Byproduct 5.1 - Report with analysis of proposals received – AMABIO Call for proposals 003/2027** | *Technical report with analysis of the proposals submitted to the AMABIO Call for proposals 003/2027, including comparative data and performance indicators of the process.* | According to the selection process schedule. | 15% |
| **Byproduct 5.2 - Final Report of the Selection Process – AMABIO Call for proposals 003/2027** | *Consolidated technical report of the second selection process, including comparative analysis between cycles, evaluation of results, and recommendations for future public calls for proposals for the Program.* | At the end of the selection cycle for the AMABIO Call for proposals 003/2027. |

1. **Payment Terms**

* The supplier must issue an invoice detailing the services actually provided;
* Payment will be made by international bank transfer;
* The deadline for payment is up to 30 (thirty) calendar days, counted from the date of issuance of the invoice and formal validation of the products by Expertise France.

1. **Profile of the desired company**

The company to be contracted must demonstrate experience and technical capacity to execute, in an integrated manner, the services that are the subject of this Terms of Reference, ensuring technical quality, transparency, traceability of processes, and the production of consistent information and reports.

Note: The contractor may integrate third-party technologies and/or subcontract specialized experts, remaining fully responsible for the coordinated delivery and quality of the services provided to Expertise France.

The company must demonstrate:

* Experience in the development and operation of digital platforms for public calls for proposals;
* Proven experience in the technical and operational management of calls for proposals and selection processes;
* Knowledge of the socio-environmental context and the Amazonian bioeconomy;
* Availability of a multidisciplinary team with expertise in information technology, call for proposals management, and socio-environmental analysis;
* Capacity for documentation, process traceability, and preparation of technical reports.

1. **Submission of proposals and selection**

## Submission of Proposals

Interested companies must submit their proposals exclusively through the Place – Plateforme des Achats de l'État platform (<https://www.marches-publics.gouv.fr/entreprise>).

The proposal must include the following documents:

### Institutional portfolio, providing evidence of prior experience in delivering services compatible with the object of this Terms of Reference;

### Technical proposal, including the work methodology, operational approach, implementation schedule, and identification of the team involved, with the respective CVs;

### Financial proposal, detailing the costs associated with the delivery of each Output, in accordance with the guidelines established in this Terms of Reference.

## Selection Process

The selection of the company will be conducted through a technical and financial evaluation, in accordance with the rules and procedures of Expertise France, and will comprise the following stages:

* Verification of administrative compliance and fulfillment of the minimum eligibility requirements;
* Technical evaluation of the proposal, considering the proposed methodology, the company’s experience, and the qualifications of the team;
* Financial evaluation of the submitted proposal.

## Selection Criteria

Proposals will be assessed according to the following criteria and weightings:

* Company’s prior experience – 40%
* Technical and methodological proposal – 30%
* Financial proposal – 30%

The final ranking will be determined based on the total score obtained, in accordance with the criteria and weightings set out in this Terms of Reference.

1. **Coordination**

The contracted company shall appoint a Technical Lead to act as the focal point for communication, support, and monitoring of the contract implementation.

For the monitoring of activities by Expertise France, the institutional contact shall be Dominik Giusti, Bioeconomy and Innovation Coordinator of the AMABIO Programme, who will act as the project focal point and may be contacted at dominik.giusti@expertisefrance.fr.

Contract implementation shall be carried out in close collaboration with the technical teams of the AMABIO Programme, from the preparation phase through to the completion of activities, ensuring continuous alignment, systematic monitoring of deliverables, and adequate coordination to ensure the proper execution of the works.

## ANNEX

## Guidelines for the Desired Technical Scope of the Digital Platform

## This Annex describes the minimum functional and non-functional requirements expected for the digital platform for the submission, management, and evaluation of proposals under the AMABIO Call for Proposals.

## 1. Functionalities for Applicants

## Simplified registration, with secure authentication and access recovery.

## Clear and accessible guidance throughout the proposal submission process, including contextual tips, help messages, and a Frequently Asked Questions (FAQ) section.

## Application form structure aligned with the requirements of the Call for Proposals, including:

## *Mandatory fields for each required document;*

## *Automatic validation of file formats, extensions, and size limits.*

## File upload system organized by categories (e.g., PDF, JPG, ZIP), with clear identification of each document.

## Ability to save drafts and resume completion at a later stage.

## Mandatory final checklist highlighting missing documents or inconsistencies.

## Automatic blocking of submission in the event of an incomplete application.

## Automatic issuance of a submission receipt, sent by email, including protocol number, date, and time.

## Availability of a technical support channel for clarification of operational questions, when applicable.

## 2. Functionalities for Call Management

## Centralized administrative dashboard with access to all submitted applications.

## Advanced search and organization filters, including but not limited to:

## *State, municipality, or region;*

## *Thematic line or call category;*

## *Type of organization;*

## *CPF/CNPJ (individual or legal entity identification numbers);*

## *Keywords.*

## Automatic identification of:

## *Duplicate applications;*

## *Registration inconsistencies;*

## *Documentary non-compliance.*

## Possibility to export data in XLS and CSV formats.

## API integration, when applicable, with permission control.

## Activity log records, including user, date, time, and type of operation performed.

## Access profile management, with different permission levels (e.g., administrator, operator, support, read-only).

## Dashboards for real-time monitoring of:

## *Number of applications;*

## *Application status;*

## *Stages of the selection process.*

## Possibility of controlled reopening of applications for correction or documentary supplementation, subject to management authorization.

## Generation of real-time operational reports for monitoring and decision-making purposes.

## 3. Functionalities for Evaluators

## Individual dashboard displaying:

## *Assigned applications;*

## *Status of each evaluation.*

## Standardized system for:

## *Score attribution;*

## *Preparation of evaluation reports and justifications;*

## *Recording of comments.*

## Mandatory conflict of interest declaration mechanism, with formal record.

## Automatic recording of:

## *Completed evaluations;*

## *Date, time, and responsible evaluator.*

## Automatic consolidation of scores, averages, and rankings, in accordance with the criteria of the Call for Proposals.

## Possibility to export evaluation reports and scores in XLS and CSV formats for audit and archiving purposes.

## 4. Information Security and Data Protection (LGPD)

## Cloud hosting environment with internationally recognized information security certifications.

## Encryption of data in transit and at rest.

## Collection of explicit consent for the processing of personal data at the time of registration.

## Strict management of access permissions by user profile.

## Automatic daily backups with geographic redundancy.

## Definition and enforcement of data retention, anonymization, and secure disposal policies, in compliance with the Brazilian General Data Protection Law (LGPD).

## Existence of formal incident response procedures, including communication to institutional stakeholders when required.

## 5. Usability and Accessibility

## Responsive interface, compatible with computers, tablets, and mobile devices.

## Intuitive navigation, with clear and objective texts, avoiding unnecessary technical jargon.

## Compliance with accessibility criteria established by the Web Content Accessibility Guidelines (WCAG), at least at Level AA.

## Provision of user manuals and tutorials (PDF and video) for applicants, evaluators, and managers.

## Adoption of UX design best practices, considering usage in low-connectivity environments and varying levels of digital literacy.

## 

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

**CONTRACTUAL ANNEX**   
**COVERING THE 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)
4. See at: <https://www.bancoamazonia.com.br/programa-amabio> [↑](#footnote-ref-4)