

CONTRACT N°

SPECIAL TERMS AND CONDITIONS (STC)

**Hosting, maintenance, user support and development
services for the URBACT programme websites and
management of the URBACT Secretariat messaging
services**

Service contract concluded following an open call for tenders procedure in application of articles L. 2124-1 - L. 2124-2 and R. 2124-1 - R. 2124-2 of the public procurement code.

Public Buyer:

National Agency for Territorial Cohesion
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Represented by Mr Henri PREVOST,

<https://agence-cohesion-territoires.gouv.fr/>

In accordance with Law No. 94-665 of August 4, 1994, all documents relating to this contract use the French language. All documents written in another language must be faithfully translated into French.

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PREAMBLE

1. European Territorial Cooperation programme framework

The URBACT IV programme is part of the European Territorial Cooperation objective of the EU cohesion policy for the 2021-2027 programming period. It is part of the 'interregional cooperation' strand of Interreg ('strand C').

URBACT facilitates the sharing of knowledge and good practice between cities and other levels of government. The purpose is to promote integrated sustainable development in cities, improve city's policies and improve the effectiveness of cohesion policy in cities.

URBACT's mission is to enable cities to work together and develop integrated solutions to common urban challenges, by networking, learning from one another's experiences, drawing lessons and identifying good practices to improve urban policies.

URBACT promotes an integrated development as a means to support cities implement horizontal and vertical policy integration. Positive change can best be made by collaborating across organisations and in close collaboration with local stakeholders – from a wide range of groups, to different municipal departments and even neighbouring towns.

To reach this objective **URBACT IV has three aims:**

1) Use transnational networks to improve the capacity of European cities to:

-co-design and implement Integrated Action Plans linked to common sustainable urban development challenges

-transfer established urban good practices

-design investment plans for replicating elements of Urban Innovative Actions

2) Improve the capacity of urban stakeholders to design and implement sustainable urban development policies, practices and innovations in an integrated, participative and place-based way

3) Ensure that URBACT knowledge and practice is made accessible to urban practitioners and policymakers to feed into local, regional, national and European urban policies, in particular through the European Urban Initiative; and contributing to the Urban Agenda for the EU

The two priority axes of the Programme are:

1. Promotion of a sustainable integrated urban development

2. Assistance technique

The programme is co-financed by the European Regional Development Fund (ERDF) with a budget of EUR 79,679m, by the Instrument for Pre-Accession Assistance (IPA) with a budget of EUR 5m and by the Neighbourhood, Development and International Cooperation Instrument (NDICI) with a budget of 2m for the period 2021-2027.

The URBACT IV programme area covers:

- EU 27 Member States;
- Norway;
- Switzerland;
- IPA countries: Albania, Montenegro, Serbia, North Macedonia, Bosnia-Herzegovina;
- NDICI countries: Ukraine, Republic of Moldova.

Context of this service contract

As a programme co-financed by the European Cohesion Policy Funds, URBACT is obliged to have a programme website (urbact.eu) meeting criteria for visibility and accessibility, in line with Article 46 Regulation (EU) 2021/1060 and Article 46(b) CPR.

The website promotes and disseminates URBACT opportunities to European city administrations and serves as a knowledge hub for knowledge and good practices on sustainable urban development from European cities.

The URBACT website is the main communication channel used to implement URBACT's communication strategy, whose main objectives are the following:

- Raise awareness of URBACT's features to a wide range of (potential) beneficiaries
- Support beneficiaries and internal stakeholders when implementing and communicating on the actions and results of EU-funded projects
- Ensure programme calls, results and other relevant information is made available to the widest number of people
- Facilitate the uptake of URBACT knowledge
- Ensure a coordinated approach to programme activities and promotion, in particular with the European Urban Initiative.

The URBACT IV website runs on Drupal 10 system, and the database format is MYSQL. The URBACT IV website hosts a variety of content types, with multiple contributing users (URBACT Secretariat - the main administrators, Network managers, National URBACT Points and experts). The language of the website content is English (with the exception of content by National URBACT Points). Some of the key content of the URBACT website includes:

- Key programme information and documents: <https://urbact.eu/who-we-are>
- Network pages of the URBACT-funded networks of cities (which are managed by the appointed network users directly): <https://urbact.eu/networks>
- Capacity-building opportunities, most notably the URBACT Toolbox: <https://urbact.eu/toolbox-home>
- Knowledge on sustainable urban development gathered in the URBACT Knowledge Hub: <https://urbact.eu/knowledge-hub> and in the URBACT Good Practices database: <https://urbact.eu/good-practices>
- URBACT events calendar (with content created by multiple user types): <https://urbact.eu/events>
- URBACT news: <https://urbact.eu/whats-new/news> and articles: <https://urbact.eu/whats-new/stories>
- Articles by networks (uploaded by network users): <https://urbact.eu/whats-new/networks-cities>
- Content in national language by National URBACT Points' users, example of content for France and Luxembourg: <https://urbact.eu/france-et-luxembourg>
- URBACT expert database: <https://urbact.eu/expert-pool>
- Dedicated event pages, for example: <https://urbact.eu/city-festival-2026>

2. Legal basis and main documents

2.1. EU Law and Guidances

Regulation (EU) No 2021/1060 (Common Provisions Regulation – CPR);

Regulation (EU) No 2021/1059 (ETC Regulation);

This list of Commission Regulation and Guidance is not exhaustive and might change throughout the duration of the contract.

2.2. Literature regarding the programme

URBACT IV Operational Programme CCI 2021TC16FFIR001 approved by the Commission on 15 December 2023 ([see here](#));

Programme Manual ([see here](#));

3. Structures involved in programme management

The organisation of the programme described in the cooperation programme makes use of the following structures:

- the Managing Authority (MA)
- the Audit Authority (AA)
- the Group of Auditors (GoA)
- the Monitoring Committee (MC)
- the Joint Secretariat (JS)

3.1 The Managing Authority

The Managing Authority (MA) is the National Agency for Territorial Cohesion (Agence Nationale de la Cohésion des Territoires - ANCT) - Direction Générale Déléguée Politique de la Ville

The MA is supported by a Joint Secretariat (JS) hosted also by ANCT.

The accounting function is internalised within the MA.

3.2 The Audit Authority

The audit authority is the « Autorité nationale d'Audit pour les Fonds européens» (AnAFé), based in Paris, France. The AA is functionally independent from the managing authority and its missions are described in Article 48 of Regulation 2021/1059.

3.3 The Group of Auditors

In accordance with Article 48 of Regulation (EU) No 2021/1059 the AA is assisted by a Group of auditors. The Group of Auditors (GoA) comprises representatives of each EU Member State participating in the cooperation programme carrying out the duties provided for in Article 48 of Regulation (EU) No 2021/1059. It will also comprise representatives from the 7 IPA and NDICI countries if the programme extension is confirmed. Norway chose not to participate in the group of auditors in the 2021-2027 period. Each Partner States shall be responsible for the audits carried out on its territory.

3.4 The Monitoring Committee

In accordance with Article 28 of Regulation (EU) No 2021/1059, a Monitoring Committee (MC) was set up to monitor the implementation of the programme in agreement with the MA.

The monitoring committee is made of:

- up to four representatives (two members and two deputies) per country (27 EU Member States and Partner States: Norway, Switzerland, Albania, Montenegro, Serbia, North Macedonia, Bosnia-Herzegovina, Ukraine and Moldova) at the appropriate governance level;
- representatives of the European Commission, the Committee of the Regions (CoR), Council of European Municipalities and Regions, Permanent Secretariat of the European Urban Initiative the managing authority and the joint secretariat;
- The audit authority can participate as an independent observer.

The MC in accordance with Article 38 of Regulation (EU) No 2021/1060 and article 30 of Regulation (EU) 2021/1059, shall review the implementation of the programme and progress towards achieving its objectives, and more specifically the functions listed in Article 40 of Regulation (EU) No 2021/1060. The MC is also responsible for selecting the projects financed by the cooperation programme in line with Article 22 of Regulation (EU) No 2021/1059.

3.5 The Joint Secretariat (JS)

Based in the ANCT, the **Joint Secretariat** is in charge of the daily management of the programme.

The JS assists the Managing Authority and the Monitoring Committee in their tasks and responsibilities. It also acts as a point of contact for projects partners and responsible for operations when submitting the application and carrying out the operations.

4. Structures involved in entering into and executing this contract

National Agency for Territorial Cohesion (ANCT), as Managing Authority and awarding authority, enters into the contract with the contract holder and is the signatory of the contract.

The Joint Secretariat will be responsible with the implementation and follow up of the service contract.

ARTICLE 1. PURPOSE OF THE CONTRACT

The purpose of this contract is to provide:

- **Maintenance, development and support services for the European URBACT IV programme websites** (the main one being urbact.eu) that already exist or could be developed within the scope of this contract or, if necessary, outside of it (**LOT 1**);
- **Hosting services for the European URBACT IV programme websites** that already exist or could be developed within or outside the scope of this contract, **and management services for the URBACT Secretariat's messaging service (LOT 2)**.

The contract may also include consultation, support and training services.

ARTICLE 2. THE CONTRACT'S CONTRACTUAL DOCUMENTS

The contract consists of the contractual documents listed below in order of decreasing priority:

- the tender agreement (ATTRI 1) and its financial annex acting as financial offer;
- these special technical clauses (STC) and its annexes;
- the General Administrative Conditions applicable to the procurement of intellectual services (CCAG/PI), approved by the Decision of 30 March 2021;
- Special subcontracting acts and their amendments, subsequent to notification of the contract;
- the contractor's proposal.

Only the original documents preserved in the archives of the Contracting Authority are authentic proof.

ARTICLE 3. PROCEDURE, FORM OF THE CONTRACT AND FORM OF THE NOTIFICATIONS

3.1 Procedure and form of the contract:

This contract is a service contract awarded under an open call procedure in accordance with Article L. 2124-1, R. 2124-1, R. 2124-2-1° of the French Public Procurement Code.

These framework agreements are mixed. They include:

- **a fixed-price component including** corrective and adaptive maintenance, evolutions, small new developments, user support, and hosting and messaging service management services under the conditions set out in these special terms and conditions;
- **a unit-price component for purchase orders** with, in application of Articles R. 2121-8 and R. 2162-4 of the Code of Public Procurement, the maximum amounts for each of the two lots of:
 - €250,000 incl. tax over 4 years for lot No. 1
 - €60,000 incl. tax over 4 years for lot No. 2

3.2 Form of notifications

The notification to the contract holder of decisions or information by the contracting authority which include a deadline is carried out:

- Either directly to the contract holder, or to its duly qualified representative in return for a receipt (delivered into his hands);
- Or by letter (recorded delivery letter with acknowledgement of receipt);
- Or by electronic communications or on electronic media. The communication methods must enable a receipt date to be given with certainty;
- Or by any other means that confirms the receipt date of the decision or the information.

3.4 Review cause

In the event of a circumstance that diligent parties could not foresee in its nature or extent and which significantly modifies the conditions of execution of the contract, the parties examine in good faith the consequences, particularly financial, of this circumstance.

Where applicable, the parties agree, by amendment, on the terms of coverage, total or partial, of the additional costs directly induced by this circumstance on the basis of supporting documents provided by the Holder. It is considered, in particular:

- additional costs linked to modifications to the execution of services;
- consequences linked to the extension of contract execution deadlines.

The holder is required to request, in good time, that contradictory findings be made to enable the buyer to evaluate the additional means actually implemented.

Excluded from this evaluation are price increases considered in the indexes or indices used for the revision of prices.

Additional costs borne by the buyer may be subject to an advance under the conditions set out in the specific contractual documents or in the amendment concluded pursuant to this article.

In accordance with articles L. 2194-1 and R. 2194-1 of the public procurement code, the ANCT reserves the right to add services to the unit price schedules, to extend the duration of the contract, to provide modifications concerning the terms of execution and deliverables, the clauses on the terms of invoicing and payment. These modifications will be the subject of an amendment.

ARTICLE 4. DURATION OF THE CONTRACT

The maximum duration of the framework contract is 4 years. The contract is concluded from its notification to the contract holder for an initial period of 12 months. It can then be renewed three times, each time for a new period of 12 months. This renewal is tacit and cannot be refused by the contract holder. Nevertheless, the contract may be not renewed by the Public Purchaser under express decision.

ARTICLE 5. SERVICES TO BE PROVIDED

The contractor must carry out all the services presented and detailed to the CCP, in accordance with the rules of the art and contributing to a quality service.

5.1 Services required - LOT 1

Lot title: maintenance, development and support services for the European URBACT IV programme websites, existing or which could be developed within the scope of this contract or, if applicable, outside it (specific sites for events, for example)

5.1.1 Scope of the contract (lot 1)

For maintenance, development and user support:

- the European URBACT IV programme website
- as well as any new site that may be developed within the scope of this contract (specific sites for events, for example) or, if necessary, outside of it.

For maintenance and user support only, if necessary:

- the European URBACT III programme website: <https://archive.urbact.eu/>

The fixed component of this lot for maintenance, developments and user support should amount to at least 70 man-days per year.

5.1.2 Services anticipated under the fixed-price component

5.1.2.1 Maintenance

Corrective maintenance services are only provided for www.urbact.eu sites

This service also includes start-up services (drafting of the quality assurance plan, detailed knowledge of the scope of the services, training, setting up the technical environment necessary for the performance of on-premises services).

Under this service, the Successful Supplier is required to carry out all operations to correct malfunctions and anomalies on the sites included in the scope of maintenance (corrective maintenance).

Corrective maintenance includes all developments of the site, whether or not they have been carried out by the Successful Supplier.

The Successful Supplier undertakes to carry out the corrective operations, according to the level of severity of the anomaly, within the following timeframes:

- Minor (only marginally affects display or browsing): T0 + 24 hours
- Inconvenient (annoying, but isolated problem that does not really affect display or browsing): T0 + 24 hours
- Blocking (hinders access to information, affects display or browsing): T0 + 7 hours, regardless of working hours, weekends, public holidays

T0 represents the day and time when the anomaly is reported in writing by the URBACT Secretariat team. During working hours, i.e. from 8 a.m. to 6 p.m., Monday to Friday, except public holidays, the Successful Supplier handles any faults communicated by the URBACT team.

5.1.2.2 Adaptive maintenance

Adaptive maintenance services are only provided for www.urbact.eu sites

Adaptive maintenance consists of developing an application to adapt to changes in its environment, in order to ensure its continued operation.

This maintenance includes the CMS, all its extensions and all associated modules. It also covers all the applications on the website. Upgrades of the CMS and all its extensions are dealt with automatically and systematically under this type of maintenance. The Successful Supplier must inform the URBACT Secretariat in advance of new versions available on the market.

NB: It is important to specify that only versions that have been stabilised and tested in advance by the Successful Supplier shall be proposed to the URBACT Secretariat. BETA versions shall not be accepted.

5.1.2.3 Evolutions and small developments

Evolutions and small developments are only provided for www.urbact.eu sites

Evolutions to be carried out under this contract refer to planned, incremental improvements to the existing website. These evolutions should not fundamentally change the system's architecture but enhance, optimise, or extend existing functionalities.

To give an example, an evolution to the [URBACT Good Practice database](#) could include adding a new search filter, changing the default display of results or adding any new fields or modifications to the URBACT Good Practices pages and to the contact form.

Developments refer to the creation, modification, or extension of components that introduce new functionality or significant changes not previously present on the website. Compared to evolutions, developments may require coding new modules, integrating new APIs, or adding new business logic.

Evolutions and small developments (small developments being defined as work amounting to 2-3 man-days for the actual developments) should be carried out within the fixed part of the contract. Bigger development projects requiring more than 2-3 man-days for developments should be carried out under the purchase order component of the contract. In cases where the annual consumption of the fixed part of the contract's man-days is advanced, extra small developments under 2-3 man-days can also be carried out under the purchase order component of the contract.

5.1.2.4 User support

User support services to the URBACT Secretariat shall cover all the sites listed in Article 5.1.1.

Under this contract, and in relation to any problems with the upload and update of content online, the Successful Supplier shall provide support and advice in English by phone, email and Successful Supplier's ticketing platform to back-office users of the sites included in the scope of this contract.

The Successful Supplier will also upload content when requested by the URBACT Secretariat: publication of news, uploading of videos, texts or images provided by the URBACT Secretariat, etc.

The user support should be provided to the following website users:

- Super administrators and administrators from the URBACT Secretariat who manage the variety of contents on the urbact.eu
- Network Managers: URBACT beneficiaries' users who manage and develop content for [network webpages](#)
- National URBACT Points: users who manage and develop content for URBACT country pages in national languages, example of a country page: <https://urbact.eu/france-et-luxembourg>
- URBACT editorial team service providers.

The Successful Supplier should provide a dedicated e-mail address to provide user support to the above-mentioned users. The response time for any support request shall not exceed one working day.

5.1.3 Expected services under the purchase order component of the contract

5.1.3.1 Larger-scale developments and user experience enhancement

The services in the purchase order component cover all the sites listed in Article 1.

Within the scope of the larger-scale developments service, the Successful Supplier may be asked:

To create new spaces, new pages, new functionalities, improve the user-experience, develop mini-sites linked to events, activities or stakeholders, etc., including the development of wireframes, the graphic interface, the production, the uploading of the corresponding content (text, image, video, etc.).

To offer user experience design services (followed by necessary developments) to improve the user experience and attractiveness of the website.

Larger-scale developments services are provided at the request of the URBACT Secretariat. They shall be planned between the URBACT Secretariat and the Successful Supplier under the working arrangements described in this tender. These services are subject to a specific quotation and purchase order based on the unit price list proposed by the Successful Supplier in its bid. The Successful Supplier's quotation must be consistent with the amounts entered in the Successful Supplier's order simulation.

5.1.3.2 Content migration services

The services in the purchase order component cover all the sites listed in Article 1.

The Successful Supplier might be requested to provide content migration services between the URBACT websites, in particular from the archive.urbact.eu and standalone websites into urbact.eu.

Content migration services are provided at the request of the URBACT Secretariat. They shall be planned between the URBACT Secretariat and the Successful Supplier under the working arrangements described in this tender. These services are subject to a specific quotation and purchase order based on the unit price list proposed by the Successful Supplier in its bid. The Successful Supplier's quotation must be consistent with the amounts entered in the Successful Supplier's order simulation.

5.1.3.3 Integration of Additional Software Modules

The scope of this service includes the integration, configuration, and testing of additional software modules ('plug-ins') to expand the platform's capabilities. The Successful Supplier should propose to the URBACT Secretariat the modules that would enhance the performance of urbact.eu and might be requested by the URBACT Secretariat directly to integrate specific modules.

Integration of additional software modules services are provided at the request of the URBACT Secretariat. They shall be planned between the URBACT Secretariat and the Successful Supplier under the working arrangements described in this tender. These services are subject to a specific quotation and purchase order based on the unit price list proposed by the Successful Supplier in its bid. The Successful Supplier's quotation must be consistent with the amounts entered in the Successful Supplier's order simulation.

5.1.3.4 Technical advice and training

The Successful Supplier may be asked to act as an advisor to assist the URBACT Secretariat, particularly in the following areas:

- use of the CMS
- digital strategy
- user experience
- technical decisions to be made
- editorial view of the site.

In addition, the Contractor may be asked to provide technical training in English for the URBACT Network Communication Officers, National URBACT Points, URBACT Secretariat staff, URBACT editorial team or any other persons who may need to create and/or manage content on urbact.eu. This training will usually be held in the Paris region or online. In exceptional cases, the Successful Supplier may be called upon to provide training in another European city. Similarly, consultancy services and collaborative workshops can also be requested for other URBACT providers.

Consulting and training services are provided at the request of the URBACT Secretariat. They are subject to a specific quotation (including, where applicable, accommodation and travel expenses) and a purchase order based on the unit price list proposed by the Successful Supplier in its bid.

5.1.3.3 Reversibility services

The Successful Supplier shall initialise, as part of the contract's Quality Assurance Plan, the transferability plan containing all the information and documents necessary for a seamless transfer to a new service provider at the end of the contract.

This transferability plan shall be finalised 6 months before the end of the contract. A purchase order will be issued before the end of the contract to finalise the transferability plan. Within the last 3 months of the contract, the Successful Supplier must carry out the transfer of skills to the persons or company designated by ANCT

To carry out this transfer, the Successful Supplier shall:

- Implement the transferability plan finalised and validated by ANCT
- Hand over and present the documentation in its latest updated version;
- Provide any other relevant documents;
- Carry out any required training/information/presentation actions.

During this period, the Successful Supplier shall not be relieved of its day-to-day responsibilities as regards maintaining the sites in good working order.

Deliverable: at the end of the service, the Successful Supplier shall submit the following to ANCT:

- The transferability plan;
- All the up-to-date documentation.

5.2 Services required – lot 2

Lot 2: Hosting services for the European URBACT III and URBACT IV programme websites, existing or to be developed within or outside the scope of this contract, and management services for the URBACT Secretariat's messaging service.

5.2.1 Technical conditions for performance of the services

The URBACT III website which fulfils the role of an archive runs on Drupal 7 version (archive.urbact.eu), while the current URBACT IV website runs on Drupal10 (urbact.eu). The database format is MYSQL.

5.2.2 Scope of the contract (lot 2)

The scope of this contract under lot 2 covers hosting of URBACT programme websites and messaging services for the URBACT Secretariat.

5.2.3 Expected services under the fixed-price component

5.2.3.1 Hosting of websites

The following websites require hosting services:

- The URBACT IV main website mentioned above: urbact.eu
- The URBACT III archive website: archive.urbact.eu
- The following stand-alone websites:

- <https://matomo.urbact.eu/>
- remakingthecity.urbact.eu
- <https://www.techplace.online/>
- <https://aston-network-stand.org/>
- the hosting of any new website developed under this contract or outside of it

The service should be provided under the following technical conditions:

1/ Provision of a virtual machine

8 vCPU

16 GB of RAM

350 GB of disk space (RAID10 - SAS 15K RPM disks or SSD/NVMe)

High availability

Advanced Drupal configuration: NGINX with micro-cache + Redis and MariaDB

2/ Virtual machine managed services

VM managed service (updates, tuning, etc.)

Monitoring: CPU, RAM, disk, errors, alerts for peak usage

Full daily backup of the VM to a different datacentre

Daily backup of the SQL bases and files to a different datacentre

3/ Provision of bandwidth

5 Mbps guaranteed and supplied + CDN

1 Gbps burst

5.2.3.2 Messaging service management

The management of messaging service and related services includes:

- on a coupled Microsoft Outlook Network and Desktop solution, the management of the messaging service, calendars, contacts and sharing (calendars, contacts) for desktops, laptops and smartphones, with synchronisation of these different media
- a data backup solution
- the provision of around 40 @urbact.eu messaging service accounts, together with the assistance and direct access to manage the accounts by the URBACT Secretariat.

The services under the fixed component are at set prices. They are to be paid quarterly upon receipt of an invoice.

Important:

The Successful Supplier's bid describes the support system and associated tools, the management of the associated application sources and the processes for delivery, testing, acceptance, and support with the implementation of bug fixes. It describes the organisation and methodology for handling requests and monitoring operations, as well as the associated deadlines:

- Call procedure
- Response procedure
- Correction procedure
- Procedure for closure of response

- Procedure for drawing up and providing summary response statements.

When the contract quality assurance plan is drawn up, all the measures to be applied will be jointly validated.

5.2.4 Services under the purchase order component of the contract

5.2.4.1 Reversibility services

The services of the purchase order component cover all the sites listed above.

The Successful Supplier shall initialise, as part of the contract's quality assurance plan, the transferability plan containing all the information and documents necessary for a seamless transfer to a new service provider at the end of the contract.

This transferability plan shall be finalised 6 months prior to the end of the contract. A purchase order will be issued before the end of the contract to finalise the transferability plan. Within the deadline which will be set in the purchase order, the Successful Supplier must carry out the transfer of skills to the persons or company designated by ANCT.

To carry out this transfer, the Successful Supplier shall:

- Deliver the transferability plan finalised and validated by ANCT
- Hand over and present the documentation in its latest updated version
- Provide any other relevant documents
- Carry out any required training/information/presentation actions.

During this period, the Successful Supplier shall not be relieved of its day-to-day responsibilities as regards hosting the websites and messaging services in good working order.

Deliverable: at the end of the service, the Successful Supplier shall submit the following to ANCT:

- The transferability plan
- All the up-to-date documentation.

5.2.4.2 Extension of fixed-price services

The services due under the fixed-price component may be extended following the issue of purchase orders, particularly in the following cases:

Hosting of the sites:

- Provision of additional vCPU
- Provision of additional RAM

Messaging service management:

- additional accounts
- space used per account

5.2.4.3 Other associated services

The Successful Supplier may be asked to provide services associated with the hosting and/or management of the messaging service. These services will be carried out at the request of the URBACT Secretariat. They will be subject to a specific quotation and a purchase order based on the unit price list proposed by the Successful Supplier in its bid.

ARTICLE 6. PERFORMANCE PROVISION

6.1 Oversight of services for lot 1

6.1.1 Contact persons

The service provider shall appoint a project leader from its staff, who shall serve as the person responsible for the implementation of the URBACT contract.

The contractor shall also appoint a project coordinator who will be the contact person for all support, maintenance, evolutions and developments of the URBACT website. The designated individual may only be replaced in the occurrence of force majeure. Their replacement must possess a level of expertise (in skills or experience) that is at least equivalent to that of the person they are succeeding. No replacement may justify a change in the price of services. The replacement must be approved in writing by the URBACT Secretariat.

Except in cases of force majeure, the Successful Supplier undertakes to assign the team presented in its technical and financial bid to the implementation of the services. The Successful Supplier must confirm the composition of its team to ANCT at the contract launch meeting. Due to the very nature of the services and the necessary continuity of ANCT's contacts during the implementation of the contract, the Successful Supplier must immediately notify ANCT of any changes affecting its team.

The service provider's team must include at least 2 developers capable of making corrections and dealing with changes to the websites. One of them will be designated as the lead developer and the other one as the maintenance manager.

The administrative and financial contact person within the URBACT Secretariat is Ettie-Kaly Petetot: e.petetot@urbact.eu. The technical contact person is Aleksandra Kluczka: communication@urbact.eu. An exchange / ticketing platform with the corresponding logins will be communicated to URBACT technical managers so that they can easily communicate with the Successful Supplier's team via direct messages or tickets.

6.1.2 Meetings and coordination

6.1.2.1 Kick off meeting

A kick off meeting shall be organised between the Successful Supplier and the URBACT Secretariat upon notification of the awarding of the contract. During this meeting, which should be held in-person (or online only in case of exceptional circumstances), the following working methods shall be established:

- Mode of operation for the fixed-price component of the contract (corrective, adaptive maintenance, evolutions and small developments, user support). This operating

mode will be formalised in a Quality Assurance Plan transmitted to the URBACT Secretariat within one month of notification of the awarding of the contract.

- Work programme and schedule for the purchase order component (larger-scale developments and user experience enhancement, content migration, integration of additional software modules, technical advice and training, reversibility services): expression of URBACT's needs and projects, priorities, working methods, etc.

6.1.2.2 Operational meetings every 2 weeks

The purpose of these (around 1 hour) online meetings between the project coordinator and (when needed) the Successful Supplier's technicians and the URBACT technical contact person is to monitor the technical aspects of the work in progress. They should meet once every two weeks.

The project coordinator will prepare a list of points to be discussed with the URBACT Secretariat beforehand (time spent overview, current tickets, development projects, etc.) and make a summary report in the form of minutes after the meeting.

6.1.2.3 Steering Committee meetings

The purpose of these quarterly meetings (therefore 4 times per year), lasting about 2 hours, is to review the implementation of the contract, the quality of the work carried out, any problems encountered and plan the work to be carried out for the following period. These meetings will be attended by all the Successful Supplier's and URBACT's staff involved in the implementation of the contract. Other URBACT providers may be invited to participate when needed. The agenda will be proposed by the Successful Supplier 2 weeks ahead of the meeting, to be validated by the URBACT Secretariat beforehand. The Successful Supplier will be responsible for the meeting preparation (with the input from the technical contact person from the URBACT Secretariat) and providing the minutes.

The meeting times mentioned in the articles 6.1.2.1 - 6.1.3 are included in the fixed-price component of the contract. The minutes of the meetings must be submitted by the Successful Supplier 7 calendar days after the date of the meeting.
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6.1.2.4 Regular coordination

In between the meetings the URBACT Secretariat technical person plus the Successful Supplier's project coordinator will establish regular contact through e-mail, phone call, online workshops and the ticketing system of the Successful Supplier for all the ongoing projects and operations on the website.

6.1.3 Deadlines

For corrective maintenance, the deadlines are those set in Article 5.1.2.1 above. For all the other services the deadlines are to be defined by the URBACT Secretariat members.

The Successful Supplier undertakes to comply scrupulously with the agreed deadlines.

6.1.4 Working languages

The language of correspondence between the Successful Supplier and the URBACT Secretariat is English. What is more, the URBACT website is only in English. Where the Successful Supplier is required to draw up reports, the documents must be written in English in a clear and accessible style. Therefore, the Successful Supplier's team must be able to communicate and hold professional discussions in English.

6.2 Oversight of services for lot 2

6.2.1 Contact persons

The service provider shall appoint a project leader from its staff, who shall serve as the person responsible for the implementation of the URBACT contract.

The contractor shall also appoint a project coordinator who will be the contact person for all the hosting and messaging services for URBACT. The designated individual may only be replaced in the occurrence of force majeure. Their replacement must possess a level of expertise (in skills or experience) that is at least equivalent to that of the person they are succeeding. No replacement may justify a change in the price of services. The replacement must be approved in writing by the URBACT Secretariat.

Except in cases of force majeure, the Successful Supplier undertakes to assign the team presented in its technical and financial bid to the implementation of the services. The Successful Supplier must confirm the composition of its team to ANCT at the contract launch meeting. Due to the very nature of the services and the necessary continuity of ANCT's contacts during the implementation of the contract, the Successful Supplier must immediately notify ANCT of any changes affecting its team.

The administrative and financial contact person within the URBACT Secretariat is Ettie-Kaly Petetot: e.petetot@urbact.eu . The technical contact person for URBACT websites' hosting is Aleksandra Kluczka: communication@urbact.eu . The technical contact person for messaging services is Pierre-Jean Allory: pj.allory@urbact.eu . A ticketing platform with the corresponding logins need to be communicated to these 2 URBACT technical managers so that they can easily communicate with the Successful Supplier's team via direct messages or tickets.

6.2.2 Meetings and coordination

6.2.2.1 Launch meeting

A launch meeting shall be organised between the Successful Supplier and the URBACT Secretariat upon notification of the awarding of the contract. During this meeting, which can should be held in-person (or online in case of exceptional circumstances), the working methods will be established.

6.2.2.2 Introductory training

An introductory training should be provided by the Successful Supplier to the URBACT Secretariat 1 month after the start of the contract on the hosting and messaging services provided, as well as how to manage directly the messaging services in case of need by the URBACT Secretariat.

6.2.2.3 Annual meeting

A review meeting shall be organised between the Successful Supplier and the URBACT Secretariat every year. During this meeting, which can be held in-person or online, the state of play of the services provided, any difficulties encountered and possible improvement opportunities will be discussed.

The meeting times mentioned in this Article are included in the fixed-price component of the contract and are billed quarterly by the Successful Supplier. The minutes of the meetings must be submitted by the Successful Supplier 7 calendar days after the meeting.

6.2.3 Deadlines

The Successful Supplier undertakes to comply scrupulously with the deadlines set by the URBACT Secretariat.

6.2.4 Working language

The language of correspondence between the Successful Supplier and the URBACT Secretariat is English.

6.3 Verification and acceptance procedures (common provisions for both lots)

The verification of services is subject to regular operational acceptance and service tests under the conditions described below. However, ANCT may decide, for certain services, not to proceed with these steps when they are not necessary due to the nature of the services provided.

6.3.1 Delivery and installation procedures (Operational acceptance test)

When the Successful Supplier considers that they have completed all the technical stages ahead of delivery, they shall notify the URBACT Secretariat and invite them to test the developments in the preproduction environment (or schedule a meeting to carry out the tests together). After written approval (by e-mail) of the preproduction version by the URBACT Secretariat, the Successful Supplier should agree with the URBACT Secretariat on the delivery date to urbact.eu and proceed with the delivery. The URBACT Secretariat should be immediately notified after a delivery to the production site has been made to be able to verify the result. The URBACT Secretariat will then either confirm the acceptance of the work by e-mail or request further corrections if necessary.

6.3.2 Regular Service Testing arrangements

The duration of the verification of the regular service is a maximum of 21 days in the production environment from the date of the URBACT Secretariat's decision to approve the delivery to the website.

At the end of this period, the service is deemed to be regular if the cumulative duration of application unavailability recorded on the servers is less than 5% of working hours (from 8 a.m. to 6 p.m. - Monday to Friday excluding public holidays) over a period of 2 weeks of operation of the solution.

6.3.3 Reception procedures (Acceptance)

At the end of the regular service acceptance period, the URBACT Secretariat has a maximum of 30 working days to notify the Successful Supplier of its decision by sending a service acceptance confirmation by e-mail.

If this decision is negative, the URBACT Secretariat shall inform the Successful Supplier of the measures it has adopted (rejection, postponement, admission with reduction).

If this decision is positive, the acceptance of the services is declared and shall lead to the right to payment.

Adjournment: If the Contracting Authority considers that the services could be accepted subject to certain adjustments, it will declare them deferred and invite the Successful Supplier to resubmit them within a period determined by the URBACT Secretariat after the adjustments have been made, following which a new period of operational acceptance testing and regular service shall begin.

Acceptance with reduction: If the Contracting Authority considers that the services do not entirely meet the conditions of the contract, but they can be accepted as they are, it may grant a price reduction according to the extent of the imperfections that have been noted.

Rejection: If the Contracting Authority considers that the services cannot be accepted as they are, even with a reduction, it will declare that they have been partially or totally rejected. The Successful Supplier will have a fixed deadline, in consultation with the Successful Supplier, to correct its performance, after which a new period of operational acceptance testing and regular service shall begin.

In the event of partial or total rejection, the Successful Supplier is obliged, unless otherwise decided, to re-perform the services requested, without charge or compensation.

ARTICLE 7 – OBLIGATION OF THE HOLDER AND OF THE CONTRACTING AUTHORITY

7.1 Obligation of advice and information for the holder

The holder is bound by a permanent obligation of advice and warning, relating to the hardware, software and services provided. The holder has an obligation to advise or alert if he becomes aware, during his interventions, of potential disturbances or malfunctions in the context of the service. This obligation of advice incumbent on the holder is spontaneous. The latter must, on its own initiative, communicate to the ANCT any information enabling it to prevent any obstacle to the proper execution of this contract.

This obligation to advise may result in the production of a report which describes the risks and threats and proposes actions to reduce them.

In the event that the holder does not respect this obligation, it cannot rely on an inconsistency in the market to exempt itself from its contractual obligations.

7.2 Professional Confidentiality

For the execution of this contract, the holder is subject, beyond compliance with article 5.1 of the CCAG-PI, to professional secrecy as well as an obligation of discretion, including after the expiration of the contract. It undertakes to respect and ensure respect by its employees, partners, collaborators, and possible subcontractors, the confidentiality of the facts, information, information, studies and other documents that it may hold or become aware of in the framework for the execution of the missions entrusted to it on the basis of this contract.

Throughout the execution and including after the expiration of the contract, the information, documents or objects given to the holder in the exercise of his service as well as the supports established during the execution of the framework agreement, cannot, under any circumstances, be communicated to third parties, nor to members of the company not participating in the dedicated team, unless expressly agreed by the ANCT. Under the same conditions, the holder cannot disclose any information, in writing or orally, on the files and matters he handles. The holder cannot make any public comments, orally or in writing, on the files and matters entrusted to him, without express authorization from the ANCT.

The data that the service provider and consultants collect from the ANCT or third parties with whom they exchange for the purposes of their service are used for the sole purpose of carrying out this same service. Any use for any other purpose is prohibited.

When the services are to be performed under specific confidentiality conditions, the holder must observe the specific provisions communicated to him by the ANCT. He cannot claim compensation for this reason unless he provides proof that the conditions imposed on him made execution more difficult or more onerous.

The holder must take all measures to ensure the conservation and protection of the elements given to him and which are of a confidential nature. In the event of paper delivery of documents, the premises must be subject to protection measures against intrusions, disasters and other incidents. If electronic documents are held, the holder must ensure that all measures are taken against intrusions and hostile applications. He must immediately notify the ANCT of any disappearance as well as any incident that could result in a violation of confidentiality.

At the end of the service or in the event of early termination of the contract for any reason whatsoever, the information and all documents received by the holder must be returned to the ANCT. The holder undertakes not to keep any copies of the documents returned on any medium whatsoever, with the exception of those which are strictly necessary to comply with the legal, regulatory and ethical provisions to which it is subject.

In the event of non-compliance with the above-mentioned obligations and regardless of any disciplinary and criminal sanctions potentially incurred, the holder is exposed to termination of the contract at his sole discretion.

The ANCT may ask, at any time, the holder to return the elements or confidential information media which may have been provided to it.

The holder agrees, in application of article L. 151-5 of the commercial code, that all the documents of his offer and those linked to the execution of the contract may be disclosed by the ANCT to a third party, the condition that this disclosure proves necessary, in particular for the purposes of providing advice or assistance to project management, monitoring the services provided or in the event of the award of a replacement contract. The ANCT undertakes, where applicable, to obtain from this third party all necessary assurances regarding the implementation by the latter and its possible subcontractors of effective measures to protect information covered by business secrecy. The ANCT informs the holder in writing 15 days before disclosing such information, specifying the reason, the duration as well as the information and documents concerned.

The holder cannot take advantage of the services carried out within the framework of this contract for the purposes of promoting its activity or commercial prospecting other than in a mention of the “customer reference” type and under the following conditions:

- Absence of use of the reference as a brand to identify a service;
- Absence of use of the reference to give greater quality to a service
- Indication as a reference can only be made during the life of the market
- Use of a standard logo consistent with the ANCT graphic charter;
- Use of the reference only for commercial leaflet type use, without particular emphasis on the reference (e.g. logo larger than the others);
- Absence of accompanying text or other mention on the reference

If one of these conditions is not respected, the holder may be sanctioned on the basis of non-compliance with the confidentiality clause, trademark law, civil liability law (unfair/parasitic competition) or even of consumer law (deceptive commercial practice).

7.3 Ethical obligation

The holder carries out the services with probity and integrity.

They ensure that any conflict of interest is prevented or immediately stopped, defined as a situation of interference between a public interest and public or private interests which is likely to influence or appear to influence the independent, impartial and objective exercise of their professional duties.

The holders and staff of the ANCT responsible for monitoring this contract undertake to respect all applicable ethical measures in the context of the execution of the services.

All parties must be up to date with their ethical obligations, particularly for former public officials. Beyond applicable criminal proceedings, the ANCT may be required to exclude from monitoring this contract any person (holder or ANCT staff) who does not comply with these rules.

Before each mission, the holder, co-contractor or subcontractor completes Annex of the CCP certifying the absence of conflict of interest or identifying potential existing conflicts. It is communicated to the ANCT without delay, for all members of the team mobilized to carry out the services. The annex is also completed by the company as a legal entity. This declaration is completed regardless of the status of the company involved: agent, co-contractor or subcontractor. The ANCT may rule on the declarations transmitted and take appropriate measures to put an end to any conflict of interest (request for replacement, making it impossible to honor the order, etc.).

In the event of a substantial modification of the interests held during the service, the service provider and the consultants update their declaration within fifteen days and according to the same terms.

Throughout the execution of the contract, the holder is required to declare under his responsibility to the ANCT any situation likely to constitute a conflict of interest.

The holder undertakes not to offer to ANCT staff rewards in kind which would result in non-compliance with ethical principles. Behavior, active or passive, aimed at benefiting or providing any advantage through a reward in kind (meals, invitations outside of a professional setting, individual gifts, etc.) is thus prohibited. Any canvassing action or invitation to promotional events by the holder with the ANCT is prohibited.

Canvassing or prospecting actions are prohibited.

Missions carried out free of charge (so-called pro bono) for the benefit of ANCTs must not give rise to any compensation. Any pro-bono mission or skill sponsorship must be authorized by the secretary general of the ANCT.

No resale right can be granted to the provider of a pro-bono mission.

In the event of failure to declare a conflict of interest or failure to comply with the obligations of this article, penalties may be applied. In the event of a serious and repeated conflict of interest, or lack of declaration, the contract may be terminated.

7.4 Holder obligation

The holder undertakes to ensure that the proposed team demonstrates availability and stability in its composition.

Any change in the composition of the team of speakers must obtain the prior agreement of the ANCT. The proposed replacements must have at least the same level and qualifications equivalent to those they succeed. No replacement can result in a change in the price of the services.

The holder undertakes to replace, as quickly as possible, any member of the team responsible for carrying out the mission who fails. This replacement is done without any price change.

The holder informs the ANCT in real time of any difficulty encountered in the execution of the services and ensures the continuity of the execution systems.

The holder undertakes to carry out the services assigned to him in accordance with the best practices of the profession and to provide the solutions best suited to the needs expressed.

The holder undertakes to:

- Create all the material and human conditions so that training can take place satisfactorily;
- Have the services carried out by qualified personnel, in accordance with the stipulations of the market. The holder is responsible for his staff in all circumstances and for whatever reason;
- Ensure compliance with the execution conditions by its providers;
- Request the ANCT only for the purposes of the proper execution of the services for which it is responsible under this framework.

The holder must inform its possible subcontractors of the confidentiality obligations.

7.5 Result obligation

The holder is subject to an obligation of result.

In the event of non-performance, poor performance or delay in the performance of these obligations, the holder may be subject to the penalties provided for in Article 16 of this CCP.

7.6 Environmental clause

The ANCT, keen to engage in a sustainable development approach, pays particular attention to the measures taken to protect the environment.

All deliverable documents must preferably be made available in electronic format (PDF format or equivalent) and/or on recycled or eco-labelled paper media guaranteeing the use of wood from sustainably managed forests (examples: FCS label, PEFC or equivalent).

The holder must strive to contribute, as far as possible, at the limitation of greenhouse gas emissions for the execution of its mission (transport, supplies, holders, energy consumption).

7.7. Working language

The official language of the URBACT IV programme is English. The official language is used in applications, evaluations, management and refund procedures as well as communication between candidates and management bodies (Managing Authority, Joint Secretariat, and Monitoring Committees).

In compliance with Article 82 of the Regulation (EU) No 2021/1060, the documents shall remain available for a period of 5 years from 31 December following the submission of the last accounts submitted by the programme to the EC.

ARTICLE 8 - OPERATION CO-FINANCED BY EU FUNDS

The URBACT program is co-financed by the European Regional Development Fund (ERDF) with a budget of €79.679 million, by the Instrument for Pre-Accession Assistance (IPA III) with a budget of €5 million and by the Neighbourhood Instrument, development cooperation and international cooperation - Europe in the world (IVCDI - Europe in the world) with a budget of €2 million for the period 2021-2027.

The holder of the contract for which the ANCT receives assistance under the ERDF from the various European funds must submit to controls carried out by the authorized regional, national or community bodies.

He must be able to justify, during and after completion of the operation, the physical reality of the service and its compliance with the contractual documents cited in article 2 of this CCP. The contract holder is required to provide, upon request, any document justifying the performance of the service.

It keeps the documents justifying the reality of the service for which the ANCT benefits from assistance from the European funds.

ARTICLE 9 – REPRESENTATION OF THE PARTIES

9.1 Contracting Authority contact persons

The contact persons within the Joint Secretariat are the following:

- Technical correspondents: Aleksandra Kluczka, Senior Communication Officer, communication@urbact.eu , Pierre-Jean Allory: pj.allory@urbact.eu
- Administrative and financial correspondent: Ettie-Kaly PETETOT, Contracting and Finance officer, URBACT Secretariat: e.petetot@urbact.eu .

The language of correspondence between the contractor and the URBACT Secretariat is English.

9.2 Representative of the holder

The contractor designates a single contact person in charge of coordinating services, authorized to represent him before the contracting authority as well as a replacement, in the event of his absence. This pair of contacts is mentioned in the holder's offer. This representative acts as project manager. He monitors and coordinates the interventions of the holder's staff and has all the power to act on behalf.

ARTICLE 10 - ACCEPTANCE OF SERVICES DELIVERED

ANCT is responsible for establishing and certifying the service provided (verification, reception, deferral, correction or rejection operations).

Verification operations are carried out in accordance with the reference CCAG. The decisions of reception, postponement, revocation and rejection apply in accordance with the reference CCAG. The general principles of these articles are recalled and supplemented below.

10.1 Verification operation

10.1.1 Nature of verification operations

The purpose of the quantitative and qualitative verification operations is to enable the ANCT to check in particular that the holder:

- Implemented the means defined in the contract, in accordance with the requirements set therein;
- Carried out the services defined in the contract as being his responsibility, in accordance with the contractual stipulations.

10.1.2 Verification deadline

The ANCT has a period of two months to carry out checks and notify its decision of admission, postponement, admission with reduction or rejection. The starting point of the period is the date of submission by the holder, or delivery, of the services to the ANCT.

10.2 Admission, revision, reduction and rejection

At the end of the verification operations, the ANCT takes, within two months, a decision of admission, postponement, revocation or rejection. If the ANCT does not notify its decision within this period, the services are considered to have been accepted, with effect from the expiration of the period. In the case of a contract involving distinct services to be performed, each service is subject to separate checks and decisions.

10.2.1 Admission

The ANCT pronounces the admission of the services, if they meet the stipulations of the market. Admission takes effect on the date of notification to the holder of the admission decision.

10.2.2 Postponement

When the ANCT considers that benefits can only be admitted subject to certain clarifications, it may decide to postpone the admission of the benefits by a reasoned decision. This decision invites the holder to re-present the services developed to the ANCT within fifteen days.

The holder must make his acceptance known within ten days from notification of the postponement decision. In the event of refusal by the holder or silence maintained by him during this period, the ANCT has the choice of pronouncing the admission of the benefits with reduction or of rejecting them, under the conditions set out in the articles below, within a period of fifteen days from the notification of the holder's refusal or the expiration of the ten-day period mentioned above.

Silence maintained by the ANCT beyond this fifteen-day period constitutes a decision to reject the deliveries.

If the holder re-presents the finalized services, after the decision to postpone the reception, the ANCT again has the entire period provided to carry out verifications of the services, from their new presentation by the holder.

10.2.3 Reduction

When the ANCT considers that services, without being entirely in conformity with the stipulations of the market, can nevertheless be admitted as is, it can admit them with a price reduction proportional to the importance of the imperfections noted. This decision must be reasoned. Thus, in the event of an unsatisfactory evaluation of the service provider, a rebate may be applied.

The reduction can only be notified to the holder after he has been given the opportunity to present his observations.

If the holder does not present observations within fifteen days following the admission decision with rebuttal, he is deemed to have accepted it. If the holder makes observations within this period, the ANCT then has fifteen days to notify him of a new decision.

In the absence of such notification, the ANCT is deemed to have accepted the holder's observations and admission is deemed to be without reduction.

10.2.4 Rejection

When the ANCT considers that the services cannot be accepted as they stand, it shall declare them partially or totally rejected. The rejection decision must state the reasons on which it is based. It can only be taken after the holder has been given the opportunity to submit his observations.

In the event of rejection, the contractor is required to re-perform the service provided within the contract.

ARTICLE 12. PRICES – PRICE VARIATIONS

The framework of this tender is mixed, including fixed-price services and purchase order-based services.

Fixed price services:

The price for the fixed-price services is fixed and invoiced on a quarterly basis for website maintenance, evolution and small developments and user support, hosting, and messaging service management. These prices include meeting times.

Purchase order-based services:

The prices are unit-based as far as the purchase order component of the contract is concerned.

ANCT may issue purchase orders on the basis of quotations provided by the Successful Supplier for services not included in the unit price schedule and falling within the operational scope of the framework agreement.

12.1 Form of the prices

The unit prices excluding VAT and including VAT are firm and correspond to the BPU annexed to the act of commitment (ATTRI1). The holder who is not subject to VAT must indicate under which article of the general tax code he is exempt.

The prices refer to the performance of the services requested in the CCP.

12.2 Price variation

The prices quoted in the tender document (DC3) are fixed for the first year of contract. They then may be revised on each anniversary date of the contract notification.

The revision is carried out by applying the following formula:

$$P = P_o \times [0.15 + 0.85 \times (S/S_o)]$$

In which:

P = Revised price

P_o = Initial price

S = Syntec Index as of the last published index on the revision date.

S_o = initial Syntec Index i.e. the published Syntec Index reference used on the date the proposals are submitted.

The SYNTEC reference index is available on the following website: <http://www.syntec.fr/>

The price adjustment will be stopped at 2 decimal places.

The tenderer shall provide the Joint Secretariat with the elements retained for the price revisions and calculate the new revised prices. The URBACT Secretariat shall validate or invalidate the calculation within fifteen (15) days from receipt of the tenderer's proposal.

12.3 – Purchase orders

The issuance of purchase orders corresponds to a list of elements of the unit price schedule that can be ordered independently of each other.

Purchase orders are validated by the public entity and transmitted to the holder by any authentic means.

The execution time for each order form is set on the order form itself depending on the execution time for the services ordered.

The services are carried out by purchase orders as the needs arise. The contract is executed as and when purchase orders are issued. Issuing purchase bonds occurs during the term of the contract. The period of execution of the purchase order may not exceed three months from the end of the contract.

The purchase orders state:

- The number and title of the contract;
- The date and number of the order;
- The name and contact details of the holder;
- The references, quantity and title of the services ordered;
- The number of the work unit, its quantity, the details of the unit prices in reference to the BPU prices;
- The total amount of the purchase order including the price excluding tax, the amount of VAT and the price including tax.

By way of derogation from article 3.7 of the CCAG-PI, when the holder considers that the requirements of a purchase order notified to him require observations on his part, he must notify them to the signatory of the purchase order within a period of four (4) working days from the date of receipt of the order form, under penalty of foreclosure.

The starting point for the execution time of the order form is the date fixed therein.

When the holder is unable to meet the contractual deadline, he must formulate an express request for extension of the deadline clearly setting out the circumstances of the expected delay, the date of occurrence of the cause and the additional period requested under the conditions provided for in CCAG-PI.

ARTICLE 13. INVOICING AND PAYMENT PROVISIONS

13.1. Preparation of the invoice

Invoices are prepared in one original copy and shall include the following information:

- the reference to the present contract and the purchase order(s),
- the names and addresses of the contracting parties
- the number of the legal commitment

- the date and invoice number,
- the services provided and their unit prices,
- the total price of the service exclusive of VAT,
- the rate and amount of VAT,
- the total price of the service inclusive of VAT,
- bank account, as foreseen in the financial identification form of the holder.

Invoices along with all supporting documents should be sent to the ANCT - URBACT Secretariat through the CHORUS PRO invoicing platform:

[\(<https://chorus-pro.gouv.fr>\)](https://chorus-pro.gouv.fr)

This portal allows the holder to reduce costs and processing times, to secure exchanges and to work for sustainable development. This service is completely free of charge.

As a reminder, Ordinance 2014-697 of 26 June 2014 imposes an obligation to e-invoice issuers as of :

- 1 January 2020: for micro-enterprises.

Invoices will not be paid until after compliance control by the contracting authority of the services performed.

If invoices do not display the details allowing their identification or the supporting documents required under this contract are not attached or where requests for payment do not contain the obligatory details referred to above, they will be rejected and the term of payment will be suspended.

13.2 Overall payment deadline and default interest

Failure to pay within the stipulated deadlines automatically and without further formality accrues default interest for the benefit of the holder or the subcontractor paid directly. The overall deadline for payment of invoices cannot exceed 30 days. In the event of late payment, in application of decree 2013-269 as of March 29, 2013), the creditor is entitled, without having to request it, to the payment of default interest at the rate of the refinancing rate of the European Central Bank (ECB) increased by eight points and a fixed compensation for recovery costs of €40.

Any delays in payment do not constitute a lawful cause for suspension of the holder's obligations. Any refusal to perform services for this reason is likely to result in the unilateral termination, and without compensation, of the framework agreement or the contract by the public entity to the exclusive fault of the holder.

13.3. Payment provisions

The method of payment is the transfer made to the bank or postal account corresponding to the RIB/RIP/IBAN provided by the holder.

If the holder benefits from a VAT exemption, invoices must include the words "VAT not applicable, and indicate the article of the General Tax Code concerned".

For the purchase order component, payment of services is made after completion of the services, upon production of an invoice from the holder and after the receipt of the service.

13.4 Advance

Unless refusal is expressed in the act of commitment, an advance may be granted for each purchase order whose amount is greater than €50,000 excluding tax and to the extent that the execution time for the services is greater than two (2) month.

If the duration of execution of the purchase order is greater than 2 months and less than or equal to 12 months, the amount of the advance is set at an amount of 10% of the amount including tax of the purchase order in question.

If the duration of execution of the purchase order is greater than 12 months, the amount of the advance amounts to an amount of 10% of the sum equal to 12 times the amount of the purchase order divided by the duration of the order expressed in months.

The amount of the advance cannot be affected by the implementation of a price variation clause.

Reimbursement of the advance begins when the amount of services performed by the holder reaches or exceeds 65% of the amount of the purchase order. It must be completed when the said amount reaches 80%.

This reimbursement is made by deduction from the sums subsequently due to the holder as a deposit or balance.

In the case where the holder or his subcontractor admitted to direct payment is a small or medium-sized enterprise mentioned in article R. 2151.-13 of the public procurement code, the rate of the advance is increased to 20 %.

An advance may be paid, at their request, to subcontractors benefiting from direct payment, following the same provisions as those applicable to the holder, with the particularities detailed in articles R.2191-6, R.2193-10 and R.2193 -17 to R.2193-21 of the Public Procurement Code.

13.5 Pledge or assignment of debts

The contractor and/or the subcontractor(s) benefiting from direct payment may pledge or assign the debts resulting from this contract in accordance with Articles L. 2191-8 and R. 2191-45 to R. 2191-63 and R. 2193-22 of the Public Procurement Code.

13.6 Co-contracting

In the case of a joint grouping, each member of the group shall receive directly the sums relating to the performance of the services for which it is responsible.

In the case of a joint and several grouping, payment shall be made to a single account, opened in the name of the agent, unless otherwise stipulated in the deed of commitment.

The representative of the consortium must sign the payment request.

The other provisions relating to co-contracting apply in accordance with Article 12 of the CCAG-PI.

13.7 Subcontracting

In accordance with the provisions set out in Articles L. 2193-1 to L. 2193-14 and R. 2193-1 to R. 2193-22 of the French Public Procurement Code, the contractor may subcontract the performance of certain parts of the contract provided that it has obtained from the ANCT the acceptance of the subcontractor(s) and the approval of its/their payment terms.

For each subcontractor submitted, where applicable, the contractor shall send the ANCT a document verifying the professional, technical and financial capacities of the subcontractor concerned, a declaration by the subcontractor indicating that it is not prohibited from accessing public contracts.

As soon as the special deed has been signed recording the subcontractor's acceptance and the terms of payment have been approved, the buyer shall notify the contractor and each of the subcontractors concerned of the copy of the special deed to which they are entitled. Upon receipt of this notification, the contractor shall inform the buyer of the name of the natural person authorised to represent the subcontractor.

The contractor is required to communicate the subcontract and any amendments thereto to the buyer, when the latter so requests. If the holder fails to produce it at the end of a period of fifteen days from the receipt of a formal notice to do so by the buyer, the contractor incurs a penalty equal to 1/3,000 of the amount excluding VAT of the contract or tranche concerned, possibly modified or, failing that, the amount of the purchase order concerned. This penalty applies for each day that the delay is made.

13.8 Grouping of service providers

The member of the group of economic operators, designated in the contract as holder, represents all the members of the group, vis-à-vis the buyer, for the performance of the contract.

In the case of a joint consortium, the holder shall, if the specific contract documents so provide, jointly and severally with each of the other members of the consortium in the latter's contractual obligations towards the buyer until the date on which its obligations come to an end.

In the case of a joint and several grouping, each of the members of the group is financially committed to the entire contract and must compensate for any default by the other members of the group.

In the event of default by the consortium's representative, the members of the consortium's are required to appoint a replacement. Failing this, and at the end of a period of eight days from the notification of the formal notice by the buyer to do so, the co-contractor performing the largest financial part remaining to be realized on the date of this modification becomes the new representative of the consortium.

ARTICLE 14 – INSURANCE AND LIABILITIES

In accordance with the provisions of Article 9 of the CCAG-PI, any contractor (including the holder and co-contractors) must prove, within fifteen (15) days of the notification of the contract and before any start of activities, that he has taken out insurance contracts whose guarantees make it possible to cover the full scope of the services covered by this framework agreement.

To do this, he or she produces a certificate establishing the extent of the liability covered, the guarantees taken out and any bodily injury, without limit.

The holder is responsible for any deductibles.

The holder is responsible for the conservation and use of all materials, equipment and premises made available to him by the public entity. The materials, equipment and premises made available to the holder may only be used for the purposes and within the limits provided for in this framework agreement.

ARTICLE 15 – CHANGES WITH THE HOLDER

The contract holder is required to notify the ANCT or via the <https://www.e-attestations.fr> website without delay and in writing of any changes affecting the status of the company occurring during the performance of the contract and which relate in particular to:

- Persons with the power to bind the company;
- The company's company name or its name;
- To the company's address;
- The legal form under which it carries out its activity and generally any change affecting the operation or status of the company.

The holder is also required to communicate, without delay to the ANCT, any changes in the title of the bank or postal account to which payments of the sums due under this framework agreement are made

If he neglects to comply with these provisions, the holder is informed that the ANCT cannot be held liable for late payment of invoices presenting an anomaly in comparison with the information given on the deed of commitment or any other document provided by the holder, due to changes that have occurred within the company and of which the ANCT has not been aware.

15.1 Changes within the team

The incumbent takes the necessary measures to minimize the impact of any change in the dedicated team and in particular to ensure that any replacement operations do not affect training deadlines, deliverables, or the quality of services.

In the event of the departure of a contractor's contractor assigned to the performance of the services, the contractor shall take all measures at its own expense to replace this contractor, under conditions guaranteeing the continuity of the services and the holder's compliance with its contractual obligations, without being able to claim any price increase or compensation of any kind whatsoever. The contractor acknowledges that any delay or poor performance of the services with regard to the CCAP, following a change of provider, constitutes a contractual breach likely to engage its liability.

Similarly, throughout the duration of the contract, the public entity reserves the right to request the replacement of one or more of the contractor's contractors, within a maximum period of five (5) days.

The non-approval of a contractor's contractor by the public entity cannot exempt the contractor from complying with its obligations. The replacement of staff cannot, under any circumstances, justify an increase in the cost of services.

15.2 Submission of administrative documents

Mandatory submission of the documents and certificates mentioned above in e-certificates

The holder must provide every six months, throughout the duration of the contract, the documents provided for in Articles D. 8222-5 or D. 8222-7 and 8 of the Labor Code.

The documents and certificates are submitted by the holder on the online platform, made available free of charge by the ANCT, at the following address:

<https://www.e-attestations.fr>

Penalties may be imposed on the holder if he or she fails to comply with these formalities. The amount of the penalties is, at most, equal to 10% of the amount of the contract, and may not exceed the amount of the fines incurred pursuant to Articles L. 8224-1, L. 8224-2 and L. 8224-5 of the Labour Code.

ARTICLE 16 – PENALTIES

Failure by the holder to comply with its contractual obligations may lead to a penalty.

The penalties are applicable by operation of law, without prior formal notice.

Penalties are not dischargeable. The contractor is therefore fully liable for its contractual obligations and in particular for the services whose non-performance has given rise to the application of penalties. He cannot consider himself released from his obligation by reason of the payment of the said penalties.

The application of penalties shall be carried out without prejudice to the ANCT's right to impose any other contractual sanction and in particular to have all or part of the contract carried out at the holder's expense and risk.

Penalties may be deducted from the advance payments made to the contractor throughout the performance of the services, when the statements of advance payments are drawn up, or constitute an element of the general statement.

16.1 Penalties for late performance of services

By way of derogation from the reference CCAG, failure to comply with the deadlines for the performance of the services, set in the contract by the contractor, will result in the application, without prior notice, of late payment penalties calculated according to the following formula:

$$P = V \times R / 200$$

In which:

P = the amount of the penalty;

V = the amount of the contract or intermediate deliverable;

R = the number of calendar days of delay.

The value of the services concerned may be calculated on the part of the services that are late or of the total number of services, if the delay in the performance of one part renders the whole unusable.

16.2 Penalties for Failure to Comply with Performance Conditions

By way of derogation from the reference CCAG, if the contractor is unable to assign the profile mentioned in its technical offer at the time of the start of a project, it incurs a penalty calculated according to the following formula:

$$P = V \times R / 50$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

By way of derogation from the reference CCAG, if the holder does not replace a speaker at the request of the ANCT within 10 calendar days of the reasoned request, the latter incurs a penalty calculated according to the following formula:

$$P = V \times R / 50$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

By way of derogation from the reference CCAG, if the contractor assigns a profile that does not correspond to the one mentioned in his technical offer during the project (or equivalent and accepted by the ANCT), he incurs a penalty calculated according to the following formula:

$$P = V \times R$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

16.3 Penalties for failure to declare a conflict of interest

In the event of non-transmission to the ANCT of the documents mentioned in Article 2 or more generally in the event of non-compliance with the obligations of Article 7.3, the holder incurs a penalty of €5000 for any omission of declaration or for any incomplete declaration or for any action contravening the obligations of this article (canvassing, unauthorized pro-bono, etc.).

In the event of repeated omission, serious and proven conflict, or repeated non-compliance with the obligations of Article 7.3, the contract may be terminated.

16.4 Penalties related to administrative obligations

In the event of a change in the name, status, bank or postal details or address of the holder (agent, co-contractor, subcontractors if applicable), without communication of this information to the ANCT within 30 days of the chargeable event, a penalty of EUR 50 per day of delay will be applied until the production of the documents necessary for the regularization.

16.5 Contract Monitoring Penalties

In the event of non-compliance with the deadline or non-compliance with the obligations to monitor the contract, a fixed penalty of €500 is applied.

16.6 Penalties related to non-compliance with the regulations applicable to the protection of personal data

In the event of non-compliance with the obligations arising from the regulations on the protection of personal data and in accordance with the elements indicated in the GDPR annex of this document completed during implementation, a fixed penalty of €800 is applied.

16.7 Penalties for the use of ANCT seals, stamps, stamps, trademarks or logos

In the event of the use of the ANCT's seals, stamps, stamps, trademarks or logo outside the cases provided for in Article 7.2 of the CCP, the service provider incurs a penalty of €500 per element wrongly used.

16.8 Penalty for concealed work

In application of article L.8222-6 of the Labor Code, a penalty will be applied to the Holder if he does not fulfill the formalities mentioned in articles L.8221-3 to L.8221-5 of the Labor Code.

The ANCT, informed in writing by a control agent, of the irregular situation of the Holder with regard to the formalities mentioned in articles L.8221-3 and L.8221-5 of the Labor Code, immediately orders the latter to stop this situation within the time limit mentioned in the formal notice letter sent by the ANCT. The Holder thus served with formal notice provides the New Places, New Links Program with proof that he has put an end to the criminal situation.

If the reported irregularities are not corrected, the Holder incurs a fixed penalty of €300 excluding tax per working day of delay.

After a period of 10 working days of delay, the ANCT may terminate the contract automatically at the fault of the Holder under the conditions provided for in article 20.1 of this CCAP.

16.9 Threshold for exemption from penalties

By way of derogation from the reference CCAG, the amount of penalties is not capped.

ARTICLE 17 - DUTY OF DISCRETION AND CONFIDENTIALITY

The holder and the buyer who, during the execution of the contract, become aware of information or receive communication of documents or elements of any kind, of a confidential nature, are required to take all necessary measures, in order to prevent this information, documents or elements from being disclosed to a third party who does not have to know them. A party cannot request the confidentiality of information, documents or elements that it itself has made public.

Confidential information means any information of any nature (including methodology, documentation, information or know-how), in any form (including oral, written, magnetic or electronic form), on any medium, of which the buyer is the owner or holder, and which is communicated to the holder, or obtained in any other way by the latter in the context of its relations with the buyer. The holder and his staff, and where applicable his subcontractors, may only use it to carry out the services provided for in the contract.

The contractor must inform its subcontractors of the confidentiality obligations and security measures imposed on it for the execution of the contract. It must ensure compliance with these obligations by its subcontractors.

Information, documents or elements which are not covered by this obligation of confidentiality:

- which were in the public domain at the time of their disclosure or which the buyer himself would have made public during the execution of the contract;
- reported as non-confidential and relating to market services;
- which have been communicated to the holder by a third party having the legal right to disseminate this information, documents or elements, as proven by documents existing prior to their disclosure.

ARTICLE 18 - PROTECTION OF PERSONAL DATA

Each party to the contract is required to comply with European and French rules applicable to the processing of personal data possibly implemented for the purposes of executing the contract. As such, any transmission of data to third parties, including for the benefit of entities established outside the European Union, which does not strictly comply with the regulations in force is formally prohibited.

In the event of changes to the regulations on the protection of personal data during the execution of the contract, the modifications necessary to comply with the new rules give rise to the signing of an amendment by the parties to the contract or, in the absence of agreement between the parties, to a unilateral modification by the buyer.

When the holder implements processing of personal data on behalf of the buyer, so that this processing meets the requirements of the regulations and guarantees in particular the protection of the rights of the identified or identifiable natural persons that it concerns, the documents individuals in the market specify in particular:

- the purpose, description and duration of the processing in strict compliance with the buyer's documented instructions;
- the obligations of the buyer and those of the holder towards the latter, in particular the obligation to inform him of any difficulty in the application of the regulations, of any plan to use a third party for the implementation of the processing, or of any request for communication of data addressed to it, as well as, when this would be contrary to French and European regulations, the measures adopted to oppose it;
- the modalities for considering the right to information and other rights of the persons concerned, the exercise of which must be guaranteed;
- the security measures implemented to guarantee the integrity, confidentiality and availability of data, as well as the conditions for notification of personal data breaches;

- the duration and terms of retention of the data and their fate at the end of the execution of the contract.

The specific procurement documents also specify the penalties applicable to the holder in the event of ignorance of the regulations.

In the event of failure by the holder or its subcontractor to comply with its legal and contractual obligations relating to the protection of personal data, the contract may be terminated for misconduct in accordance with article 20.1 of the contract.

The holder is bound by an obligation of confidentiality, in particular with regard to any third party to this contract (including its staff not assigned to this mission), for all services and information entrusted to it or which it may come to have. knowledge in the context of the execution of this contract.

The holder will undertake, in a document called "Data destruction report" and will certify at the end of the contract, the irreversible destruction of all personal data to which the service provider's company will have had access in the market framework and which it holds in whatever forms and media.

ARTICLE 19 - INTELLECTUAL PROPERTY - ASSIGNMENT OF RIGHTS TO THE RESULTS

in accordance with article 35.2.1 of the CCAG PI, the holder transfers to the ANCT, on an exclusive basis, all of the property rights relating to the results, even partial, allowing the ANCT to exploit them freely, throughout the legal duration of intellectual property.

"Results" designate all elements, whatever their form, nature and medium, which relate to the execution of the services which are the subject of the contract.

These intellectual property rights include, in compliance with copyright, all economic rights of reproduction, representation and distribution and in particular the rights to use or have used, to incorporate, to integrate, to adapt, arrange, correct, translate the results, even partial, in whole or in part, as is or modified, by any means, in all forms and in all media.

The price of this transfer is included in the contract amount.

This assignment applies to France and the entire world, particularly in the event of publication on the Internet.

This transfer covers the results, even partial, from receipt of the requested services.

The contractor may not make any use, free of charge or for a fee, of the results of the services without the prior written consent of the contracting authority. The reproduction and/or representation by the holder of the results, even partial, must receive the prior agreement of the ANCT. This authorization request is made by mail addressed to the ANCT contracting authority.

Any publication must mention the financing of the ANCT and the title of the contract.

ARTICLE 20 - TERMINATION AND LITIGATION SETTLEMENT

20.1 Termination

ANCT may terminate the contract in the cases provided for in articles L.2195-1 to L.2195-6 of the public procurement code.

The contract may be terminated in accordance with the provisions of the reference CCAG (termination for external events or events linked to the public contract, for fault of the holder or for reasons of general interest).

In the event of termination for reasons of general interest, the holder is entitled to termination compensation equal to 5% of the initial estimated amount excluding taxes of the market divided by the number of holders and reduced by the unrevised amount excluding taxes of the services admitted for the holder concerned.

Beyond the cases provided for in the CCAG-PI, the contract may be terminated in the following cases:

- In the event of inaccuracy of the documents and information provided, or refusal to produce the documents provided for in articles D. 8222-5 or D. 8222-7 and D. 8222-8 of the labor code, the contract will be terminated, after formal notice remained unsuccessful, to the fault of the holder according to the provisions of the reference CCAG.
- For inaccuracy of the information communicated. Inaccuracy of the information communicated in support of applications may result in termination of the contract at the sole fault of the holder, without compensation.
- For serious and repeated breach of the integration commitment.
- For serious breach of ethical obligations.

20.2 Litigation settlement

Under no circumstances can disputes arising between the Contracting Authority and the Contractor be invoked by the Contractor as a cause for definitive or temporary cessation of the services provided for in the contract.

The French courts have sole jurisdiction. Any possible dispute arising from the application of this framework agreement is subject, in the absence of an amicable agreement, to the assessment of the territorially competent administrative court.

In application of articles L. 2197-1, L. 2197-3, R. 2197-1 et seq., as well as articles R. 2197-23 et seq. of the public procurement code, any dispute related to this procurement and in the event of disagreement after an attempt at negotiation, the business mediator or the advisory committee for the amicable settlement of disputes or disputes relating to the competent public contracts may be contacted by one of the parties.

Consequently, the amicable settlement procedure constitutes a mandatory prerequisite to the initiation of legal action between the parties. Any actions brought to court in violation of this clause would be declared inadmissible.

ARTICLE 21 - DROIT APPLICABLE ET ATTRIBUTION DE LA JURIDICTION

These clauses have been drawn up in English and French and both versions are valid. However, in the event of a difference between the 2 versions, the French version will apply.

The applicable law is French law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this public procurement.

In the event of disputes, the amicable settlement advisory committee may be contacted, in accordance with article L. 2197-6 of the public procurement code.

Failing this, disputes will be brought before the Paris administrative court.

ARTICLE 22 - EXEMPTIONS FROM THE CCAG-PI

Articles of CCP	Exemptions	Articles of CCAG PI
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12.4	Purchase orders	3.7
16	Penalties	14
16.9	Exemption thresholds	14.1.3