



**FRAMEWORK AGREEMENT ON INFORMATION AND
COMMUNICATION
N°FCM-2026-0128**

CONTRACTING AUTHORITY

French Development Agency (AFD)

5 rue Roland Barthes

75598 PARIS Cedex 12

SUBJECT OF THE CONSULTATION

Provision of a banking communication software

Contract

Procurement procedure

Procedure with negotiation – Pursuant to Articles R. 2124-1, R. 2124-3 and R. 2161-12 to R. 2161-20 of the Public Procurement Code

ATTENTION

This document can only be modified to complete:

The identification of the Holder;

The article 'Price';

Any annexes.

UNDER PENALTY OF REJECTION OF YOUR OFFER

THE FRENCH CONTRAT IS AUTHENTIC

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

Public establishment with headquarters in PARIS XII - 5, rue Roland Barthes, registered at the Paris Trade and Companies Register under number B 775 665 599, represented by _____ in his capacity as de _____, acting pursuant to the powers conferred on him for this purpose,

hereinafter referred to as 'the Contracting Authority' on the one hand,

AND

The company _____, domiciled _____, registered in the Register of Commerce and Companies _____ under the number RCS _____
Represented by _____

After having taken note of the Contract and the documents mentioned below,

- I UNDERTAKE, without reservation, in accordance with the conditions, clauses and requirements of the documents referred to above to perform the services defined below, under the conditions that make up my offer.
- I AFFIRM, under penalty of termination by right of the Contract, that I am the holder of an insurance policy guaranteeing all the responsibilities I incur.
- I CONFIRM, under penalty of termination by operation of law of the Contract, that the proposed subcontractors are also Holders of insurance policies guaranteeing the responsibilities they incur.

☐ **Identity and quality of the signatory: Madam/Sir**
engages the company on the basis of its offer to perform the services requested under the conditions defined below;

☐ **The representative (1) of the joint and several grouping** undertakes for all the group providers designated in the attached annex (2) to perform the requested services under the conditions defined below;

Business name and legal name of the candidate:

.....

Address of the establishment:

.....

.....

Address of the registered office: *(if different from the establishment)*

.....

.....

Generic email address *(it is recommended to use a generic email address valid for the entire duration of the Contract or framework agreement)*:

Phone:

Fax:

N° SIRET:

APE:

Intracommunity VAT number:

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

IT HAS BEEN AGREED AND STOPS THE FOLLOWING:

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1. Preamble

1.1 Presentation of the contracting authority

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

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

It has adopted an ethical charter available on its site: www.afd.fr

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

Furthermore, in order to promote sustainable development, the Parties have each recognised the need to promote respect for environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for the protection of the environment.

1.2 Context of the project

The prescribing service of this Contract is the Department of Computer Systems (DSI) attached to the General Secretariat (SGN). He will be in charge of the internal project management (MOE) of the project vis-à-vis the different departments.

The IT department performs these functions for the benefit of all AFD structures and its subsidiary PROPARCO, with the permanent objective of ensuring control and consistency of the information system.

AFD has decided to implement a banking communication tool (hereinafter the "**Project**"). The Project is described in the CCTP.

As part of the framework agreement, AFD entrusts the Account Holder with the performance of the Services, which are the subject of the Contract. The purpose of this Contract is to specify the conditions under which the Account Holder will be required to provide these Services to AFD.

1.3 Definitions

In this Contract, the terms defined below shall have the following meaning whether they appear in the text of the contractual documents in the plural or singular:

Advance payments: Advance payments are interim payments remunerating services which have given rise to the commencement of performance. The amount of the advance payments must, in no case, exceed the value of the services to which they relate. The advances

remunerate a service performed.

Acts of Corruption: Refer to the offenses covered by articles 432-11, 433-1, 445-1 and 445-2 of the Penal Code.

Act of Fraud: Means any unfair manoeuvre (act or omission), whether or not criminally punishable, intended to deliberately mislead another person, intentionally conceal information from them or to surprise or vitiate their consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate profit.

Adaptations: Designate all the activities carried out or provided by the Holder to ensure that the Solution meets the needs of AFD and the Beneficiaries, and that it is adapted to these needs and to the Information System on which it will be used in production, these Adaptations include Specific Developments, Settings and Interfaces.

Technical and Functional Analysis: Refers to the study conducted or provided by the Holder during the Technical and Functional Analysis phase to identify existing gaps between the functional scope expected by AFD as defined in the CCTP and the functionalities of the Software. The Technical and Functional Analysis gives rise to the drafting of a report including the Specifications associated with the Specific Developments, Settings, and Necessary Interfaces.

Annex: Means any appendix to the Contract. The Appendices are an integral part of the Contract.

Anomaly: Means any error, bug, malfunction, non-compliance, malfunction or performance defect affecting the normal operation of all or part of the Solution. The typologies of Anomalies are defined in the CCTP and classified according to their degree of severity on the activity of the Contracting Authority or a Beneficiary or on the operation of the Solution, namely:

- **Blocking Anomaly:** Refers to any Anomaly that prevents the normal use of all and/or part of the Solution or generates erroneous information processing results and/or loss of Data and/or generates a slowdown in the processing of information. Furthermore, any Major Anomaly without a Workaround may be considered as Blocking.
- **Major Anomaly:** Refers to any Anomaly that alters the normal use of all or part of the Solution. Any Major Anomaly not resolved within the agreed timeframe may be considered a Blocking Anomaly.
- **Minor Anomaly:** Refers to any Anomaly other than a Blocking Anomaly or a Major Anomaly. Any Minor Anomaly not resolved within the agreed timeframe may be classified by the Contracting Authority as a Major Anomaly.

Application: To the definition given to it within the CCAG-TIC.

Technical Architecture: Refers to the set of perfectly integrated software, hardware, computer network and

telecoms components on which the Solution is installed for its operation and use. The Holder has all the useful information to design and deliver the Solution so that it is compatible with this Technical Architecture.

ARF: Refers to the Finance and Risk Application division of the IT Department. This division manages, in conjunction with the "Business" departments, major developments in the information system of the Finance and Risk domain.

Beneficiary: Designates the entire AFD, and its subsidiary PROPARCO, in order to benefit from the Solution and Services.

Purchase Order: Refers to the document by which the Contracting Authority entrusts the Service Provider with the provision of one or more Services.

Execution schedule: Refers to the schedule for the stages of the mission entrusted to the Holder, it being specified that the dates are imperative.

Co-contractor: The co-contractors are financially responsible for the entire Contract as well as its execution, even if they only perform part of it.

Contract: The Contract consists of all the contractual documents identified in article 5.

Specific Developments: Refers to the programs carried out by the Holder to adapt the Software to AFD's needs and environment. The Account Holder undertakes to limit the implementation of Specific Developments, recourse to Specific Developments must be justified by integration needs and remain exceptional. The Account Holder undertakes to always prioritize the standard and the configuration to achieve the Solution.

Documentation: Means any technical documentation, maintenance records, procedures, instructions, instructions, architectures, programming standards, test records and plans, design documents, operating documentation, user documentation, user guides, manuals relating to Specific Developments, the Software and Interfaces of the Solution, regardless of their medium, without limitation, any information included in any other document. Documentation is a Deliverable. The Documentation is detailed in the CCTP.

Data: Refers to all data collected, processed and/or generated by the Solution, as well as any data of the Beneficiaries to whom the Holder has access within the framework of the Project. These data belong to AFD and/or the Beneficiaries and include in particular personal data within the meaning of law no. 78-17 of 6 January 1978 relating to information technology, files and freedoms.

Publisher: Refers to the generic term for a supplier of the Software. For this Agreement, "Publisher" means the company that has designed and markets the Software that constitutes the cornerstone of the Solution.

- Environments:** Refers to all the technical and application components, in particular hardware, software and networks, implemented and operated by AFD necessary for maintaining the operational condition of AFD's application assets. Environments include: Production Environment, Pre-Production Environment, Qualification Environment (or recipe), Integration Environment and Development Environment.
- Climbing:** Refers to the implementation of increasingly higher levels of skills and/or responsibilities to resolve an Incident or issue.
- Critical or important function (according to DORA):** a function whose disruption is likely to seriously affect the financial performance of a financial entity, or the soundness or continuity of its services and activities, or an interruption, anomaly or failure in the performance of that function is likely to seriously impair the ability of a financial entity to comply on an ongoing basis with the conditions and obligations of its authorisation, or its other obligations under applicable provisions of financial services law.
- Incident:** Refers to the discontinuation or degradation of the service operated by the Account Holder and more broadly any event that may cause, interrupt or decrease the quality of this service.
- Security incident:** Refers to an event that affects the security of AFD's information system or a Beneficiary and may have consequences, particularly in terms of data availability, confidentiality, or integrity, of a good or all or part of the information system.
- Integrator:** Refers to the company that will provide all the Services in order to ensure the proper performance of the Project's services. When the Publisher provides the Integration Services, the use of the word "Integrator" will also apply to it, within the framework of this Contract.
- Confidential Information:** Refers to all information, data, documents of any kind and regardless of their form or medium, including, without limitation, any writing, note, report, document, study, drawing analysis, letter, listing, software or data content stored on a USB key, specifications, figure, graphic, communicated by AFD to the Holder within the framework of the Contract or accessible to the Holder within the framework of the execution of the Contract; and more generally any information or document that the Holder may have obtained, directly or indirectly, in writing or by any other means, from AFD for the purposes of or in connection with the Contract, including without limitation any technical information, commercial, strategic or financial, studies, specifications, software, products, reports, works, studies carried out under the Services.
- Interfaces:** Means any computer program developed specifically for the Contracting Authority or made available by the Holder allowing hardware and/or software to interact and exchange information through the adoption of common rules, physical or logical. The Holder ensures the creation or supply of the Interfaces of all the components of the Solution with each other and with the Environment, in accordance with the principles

defined with the AFD architecture team.

"Days" and "Hours" : Refer to the working days and hours in the French metropolitan territory that are provided for in the service agreement.

Deliverable: Means, in the singular as well as the plural, all deliveries, all elements, Specific Developments, Configurations, Interfaces, reports, editions, documentations, and other components to be provided to AFD by the Holder under the Contract, in any form whatsoever. The details of the minimum expected deliverables are described in the CCTP. They can be of two types:

- **Documentary deliverable:** Means any document, report, study carried out within the framework of the Contract for the benefit of the Contracting Authority and that the Holder must submit to the Contracting Authority in execution of the Services. The detail of the documentary deliverables expected at a minimum is described in the CCTP.
- **Software Deliverable:** Means any delivery of a software nature, including for example the Software, Adaptations, Solution and Interfaces.

Delivery: Refers, in the singular as well as in the plural, to the activity of making available by the Holder a supply to the Contracting Authority with a view to carrying out validation or Reception operations.

Software Refers to the "specific software" as defined within the CCAG-TIC published by the Holder, including any new version that may be produced by the Holder.

Third Party Standard Software: Means any software, including development software other than the Software.

Maintenance: Refers to all activities, in particular technical, technological, administrative and organizational activities intended to maintain the Solution in operational condition, in line with the evolving needs of the Contracting Authority and in compliance with regulations.

The term "Maintenance" includes indifferently: the Operational Maintenance of the application, Corrective Maintenance, Evolutive Maintenance, Preventive Maintenance, Standard Maintenance Editor and TMA.

Operational maintenance: Refers to the activity defined in the CCTP

Corrective Maintenance: Refers to the activity defined in the CCTP

Evolutive Maintenance: Refers to the activity defined in the CCTP Maintenance activity based on the addition or modification of features to the existing Solution to meet new needs, to maintain its level of compliance with the regulations and maintain its level of quality, particularly in terms of safety.

Preventive Maintenance: Refers to the activity defined in the CCTP

Software Standard Maintenance: Refers to the standard maintenance provided by the Holder, opening access to central technical support for the Contracting Authority, access to Software patches (correction patches), access to new minor or major Versions of the Software.

Agent: Designates the representative of all the group members vis-à-vis AFD and coordinates the services of the group members

Contract / Contract: The Contract consists of all the contractual documents identified in article 5.

Material: Means the material part of the Solution, as well as associated documentation, whether or not provided by the Holder or purchased directly by the Contracting Authority from a supplier.

MEP: Refers to the abbreviation for "Production Start"

Updates: Refers to the corrections and improvements of the Solution provided by the Contractor to the Contracting Authority as part of the Services. The Holder guarantees that no update will lead to regression of any kind.

Level of Service: Refers to the quality that the Holder commits to achieve as part of a performance obligation. Service levels are set in the CCTP, they include deadlines, response and Anomaly resolution times, maximum for requests from the Contracting Authority, as well as requirements in terms of quality of the Deliverables.

Tools: Means the resources, materials, software, techniques, data, methods, organisation and internal procedures used by the Account Holder for the purpose of carrying out the Services, excluding the Means.

Configuration: Refers to the configuration operations of the Software carried out by the Account Holder as part of the integration and implementation of the Solution, including the establishment of the Documentation related to the settings made to ensure the successful completion of the Project and the proper functioning of the Solution over time.

Warranty period: Refers to a contractual warranty period starting from the signing of the Definitive Acceptance hereafter of the concerned Deliverable for a defined duration

Integration or design phase: Refers to the set of identified Services and/or supplies (marked by different phases and in particular Specifications, implementation, Integration, VABF, VSR, Guarantee, ...) whose completion is requested from the Holder and which represents a sub-together coherent in time and purpose, and subject to individual Reception.

Pilotage: Refers to the activity defined in the CCTP.

Quality Assurance Plan (QAP): Refers to the document that sets out, in particular, the quality and performance requirements requested by the Contracting Authority from the Holder, the standards and the methods of relationship between the Parties. Non-compliance with these requirements may result in the application of penalties.

Security Assurance Plan (PAS): Refers to the document setting out the IT security measures implemented by the Service Provider to perform the service for the benefit of the Contracting Authority. The Security Assurance Plan (PAS) includes the security provisions implemented by the provider to meet the security requirements provided by the Contracting Authority.

Contracting authority: Refers to the person who receives commercial supplies or services from an undertaking, against payment. Hereafter, the AFD.

Service Provider or Owner: Means either the Publisher and/or the Integrator depending on the organization of their collaboration as set out in the commitment act (joint, joint, subcontracting, single service provider). In the CCTP, the term 'Candidate' is understood as 'Holder'.

Benefits: Refers to the "services" as defined within the CCAG-TIC. The Services are specified in the CCTP and its annexes.

Support: Refers to the activity defined in the CCTP

Minutes (or P.V.): Refers to the document drawn up by the Contracting Authority and signed contradictorily by the Parties to endorse a validation or reception step (with or without reservation) and/or the status of a contractual deliverable.

Reception Report (or Reception PV): Refers to the document drawn up by the contracting authority at the end of each stage of the Reception (VABF, Site Receipt, VSR, withdrawal of reservations, ...) and signed contradictorily by the Parties. This document contains the results of the Reception tests as well as the related non-conformities subject to reservations. For each of them, the correction deadline to which the Account Holder commits is mentioned.

Reception: Designates the sequence(s) of operations, through which the proper functioning and compliance control of the Solution, Deliverable or Services with the planned Specifications are verified. Reception operations lead to Refusal of Reception, Provisional Reception with or without reservation or Definitive Reception. This definition corresponds to the term "admission" of the CCAG-TIC.

Data Protection and Freedoms Regulation: Refers to Regulation (EU) 2016/679 of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data (hereinafter "**GDPR**") as well as any applicable regulations

concerning the protection of personal data, in the first place the Data Protection and Freedoms Act of 5 January 1978 No. 78-17 in its current version, the deliberations of the Data Protection Commission (CNIL) and the provisions of the specific annex on the protection of personal data.

Reversibility: Refers to the activity defined in the CCTP and hereinafter in article 18.5 of the CONTRACT.4.5

Site: Refers to the geographical location where all or part of the Solution is installed or operated.

Balance: The balance of the Contract is the amount remaining due to the Contract Holder after subtracting any advances, advance payments made and compensation that would be due.

Solution: Refers to the coherent set composed of the Software, Third-Party Standard Software, Adaptations and Deliverables perfectly integrated with each other and with the Environment, in accordance with the needs of AFD and the Beneficiaries. The Solution also includes Documentation and Services, thus together ensuring the successful completion of the Project. The Solution includes subsequent versions and Updates. The Holder guarantees that no Third-Party Software is integrated into the Solution, unless explicit and prior agreement from AFD.

Workaround solution: Refers to a temporary solution to address an Anomaly or Incident in the application scope accompanied by complete instructions for installing and operating this Solution, whose installation and/or operation and/or use does not entail additional costs for the Contracting Authority, in particular in terms of purchase of equipment and software or additional availability of users. Any workaround must be previously accepted by AFD, and be followed by a final and lasting correction, within the deadlines defined in the CCTP - «Service Agreement».

Specifications: Means the functional and technical description of all aspects of the Solution suitable to meet the contractual requirements, in particular the needs of the Contracting Authority.

Detailed specifications: Designate the detailed description, written by the Service Provider, of the elements to be configured and developed under the Contract for the implementation of the Solution.

Support: Refers to the activity defined in the CCTP

Information System (or IS): Refers to all the hardware, software including operating systems, Technical Architecture and Environment of the ADF with which the Solution must imperatively interoperate. More specifically, in the computer sense of the term: refers to all means of acquisition and retrieval, processing and storage of data dedicated to information processing.
<http://www.marche-public.fr/Terminologie/Entrees/donnee.htm><http://www.marche-public.fr/Terminologie/Entrees/donnee.htm>

public.fr/Terminologie/Entrees/information.htm

ICT (Information and Communication Technology) Services: Refers to digital and data services permanently provided through ICT systems to one or more internal or external users, including hardware as a service and hardware services that encompass the provision of technical assistance by means of software or firmware updates made by the hardware supplier, excluding traditional analogue telephone services.

Installation tests–migration: Refers to tests intended to verify the procedures for production release of the Solution in its Operational environment, in terms of software installation, data update and rollback.

Interface tests: Refers to the tests intended to verify the proper functioning of the Interfaces between the components of the Solution and the Solution with its Environment: structure and format of the exchanged data, communication protocol, volume to be maintained.

Performance tests: Refers to the tests intended to verify the ability of the Solution to ensure, under nominal load, processing times compatible with the specified requirements.

Third-party Application Maintenance or "TMA": Refers to all the Solution Maintenance services (support, corrections, analysis, development, integration, technical assistance, Management...) performed under the project management of the Account Holder, within the framework of the "TMA" component of this Contract.

Third party intervener: Refers to the third-party suppliers with whom the Contracting Authority has concluded a Contract for equipment and/or software related to the Solution, and who have been entrusted or not to the Contractor. Suppliers are qualified as Third Parties as well as service providers involved in the Reception of one or more systems (application revenue) including the Solution.

Holder: Designates the economic operator, or in case of a Grouping, the Representative and any co-contractors, signing this Contract

Users: Means the staff of the Contracting Authority, a Beneficiary or its service providers (e.g. employees, workers, service providers, etc.) involved in the implementation of the Solution and/or using the Solution.

VABF: Refers to the steps of Reception whose purpose is the Fitness for Function Check in a Test environment. The conditions of the VABF are defined in the CCTP in the different departments concerned (Projects and Scalable Maintenance).

Validation: Means the decision pronounced by the Contracting Authority when a Deliverable is deemed to comply with the specified requirements. This decision follows a verification

and is sanctioned by a Report.

Verification: Refers to the confirmation by examination and provision of tangible evidence that the specified requirements have been met.

Minor and Major Version: Means any new version of the Software that does not change the technical architecture of the Software, and which incorporates corrections and/or changes to existing features, upgrades or new features, and the regulatory developments of the Software provided for in the Contract. The Major Version is identified by the increment of 'a' in the number 'X.a.b'

Higher Version: Means any new version of the Software that includes a structural change to the entire Software. A Higher Version is identified by the increment of the number "X" in the Software version number, which appears as "X.a.b".

Configuration version: Refers to the specific configuration version associated with the Software version.

Version of the Solution: Refers to the version comprising all the elements of the Solution.

VSR: Refers to the stage of Reception whose purpose is the Verification in Regular Service of the Solution, in a real context of use in the network(s) of the Contracting Authority. The conditions of the VSR are defined in the CCTP in the different services concerned (projects and scalable maintenance).

2. Purpose of the framework agreement - General provisions

2.1 Purpose of the framework agreement

This Contract is a framework agreement in application of articles L. 2125-1 1°, R. 2162-1 to 2162-6 of the public order code.

This framework agreement is not alloti. In accordance with article L. 2113-11 2° of the public procurement code, the devolution in separate lots may make it technically difficult or financially more expensive to perform the Services. https://www.legifrance.gouv.fr/codes/article_lc/LEGIARTI000037703515/2019-04-01

2.2 Form of the framework agreement

The Services of the framework agreement are split, in accordance with articles R. 2162-2 and R. 2162-3 of the public order code. The methods of performing the Services are mixed with a lump-sum part, a unitary part.

The distribution for the DPGF part and the unit part is thus as follows:

- DPGF: Integration services of the solution
- UNIT PRICE:

1. LICENCES
2. TMA (MCO + On-call + Scalable maintenance)
3. TRAINING
4. TRANSLATION
5. TECHNICAL OR FUNCTIONAL EXPERTISE OF THE EDITOR
6. TECHNICAL OR FUNCTIONAL EXPERTISE ON THE SUPPORT
7. RESPONSIBLENES of the service

The Services are executed by Purchase Order, in accordance with article 4.2 below.

2.3Representation of the Contracting Authority

In the execution of the framework agreement, the Contracting Authority is represented by: ARF/FCM (DSI).

2.4Standards

The Services covered by this framework agreement must comply with mandatory French standards or other standards applicable in France under international agreements.

Furthermore, the following internal standards and policies are also applicable:

- Work rules, hygiene rules, working hours;
- User charter;
- Any other standard that can be identified during the performance of the Services.

The CCTP and its annexes define and specify any other applicable standards.

The Holder must apply and comply with any new standards that would come into effect during the Contract.

2.5Application of the simplified cybersecurity clauses book

In accordance with the decree of September 18, 2018, approving the simplified cybersecurity clauses book, the framework agreement applies the provisions of the simplified cybersecurity clauses book (CCSC).

The CCSC aims to provide a framework for securing information systems and associated data.

The Holder must regularly submit to the Contracting Authority any recommendations and complementary advice to this CCSC in order to ensure that the Contracting Authority, permanently, a level of security at the height of the strongest requirements on the Contract in accordance with the state of the art and ensures that it follows the evolution of these requirements to ensure that the Contracting Authority is always, throughout the Contract, at the highest level in terms of protection of its Information System and its data, particularly in terms of IT security and cybersecurity.

2.6Additional benefits and review clause

The Contracting Authority reserves the right to have additional Services carried out by the Holder of this Contract. This possibility must comply with the conditions set out in articles R. 2194-2 and R. 2194-3 of the public procurement code.

The framework agreement may be amended by the conclusion of amending acts in the cases described in articles R. 2194-1 to R. 2194-9 of the Public Procurement Code and article 27 of the CCAG-TIC and after the conclusion of an amendment to the framework agreement.

During the execution of this framework agreement, the maximum amount of the framework agreement is likely to vary upwards, up to 30% of the maximum amount, depending on the evolution of the specific conditions for performing the Services.

2.7 Similar services

The Services may give rise to a new Contract for the performance of similar Services, entered into under the negotiated procedure without prior publicity and without competition and which will be performed by the Contractor through the similar service, in accordance with article R. 2122-7 code of public order.

2.8 Derogation from the principle of exclusivity in the framework agreement

The Contracting Authority reserves the right to contact AFD stakeholders or a service provider other than the Holder of this framework agreement, for third-party application maintenance of the Solution. The Holder of the framework agreement will be informed as soon as possible by the Contracting Authority.

2.9 Subcontracting

2.9.1 The subcontracting requests

The Account Holder may subcontract a part of the Services under his sole responsibility, subject to obtaining the prior written agreement of AFD under the following conditions:

- Notification to the Contracting Authority by the Holder of his intention to subcontract part of the Services covered by the framework agreement, indicating the references of the envisaged subcontractor(s), a precise description of the part of the Services subcontracted, its amount, the site/countries/regions of execution and the payment conditions planned;
- The Contracting Authority has a period of fifteen (15) business days following receipt of the notification to notify the Holder in writing of its acceptance or refusal;
- The Contracting Authority reserves the right to request a copy of the corresponding subcontract(s) from the Holder.

The Contractor undertakes to take the necessary steps to ensure that their subcontractors are capable of carrying out their mission both in France and in the country where the mission takes place. The Account Holder supports the fulfillment by the subcontractors, in particular, of the formalities related to the administrative situation of their staff, obtaining visas and any necessary documents regarding local regulations. The Account Holder also undertakes to (i) have taken all the necessary measures (insurance, mutuels...) to assist their staff in case of difficulties arising locally, such as, for example, an evacuation for health or political reasons and (ii) provide any technical assistance that their staff may need as part of their mission.

The Holder must proceed with the replacement of one or more subcontractors in case of failure of said subcontractor(s). In this case, the Holder guarantees the continuity of execution of the Contract. The Holder bears the burden of all costs associated with setting up a subcontractor as well as any replacement of subcontractor, if necessary.

However, in accordance with the provisions of article L. 2193-3 of the Public Procurement Code, the Contracting Authority requires that certain essential tasks of the Contract be carried out directly by the Contract Holder.

The tasks concerned are as follows:

- The governance and management of the Services

2.9.2 The obligations of the Holder with regard to its subcontractor

The Holder then undertakes to provide, in its contract with its subcontractors any provision with a view to:

- - Any data to be processed under this framework agreement, including personal data, shall be processed and stored in accordance with this contract. The subcontractor may not modify the country of processing and storage identified above without the prior written agreement of the contracting authority.
- Without prejudice to the other provisions of the framework agreement relating to confidentiality, security and protection of personal data, the processor undertakes that all data processed or stored by the subcontractor, including personal data, (i) are available to the contracting authority or any third party it may designate at any time, (ii) ensure their integrity and authenticity at all times throughout the duration of the framework agreement, and (iii) to ensure confidentiality at all times throughout the duration of the Framework Agreement and beyond, under the conditions relating to confidentiality set out in this Framework Agreement.
- The subcontractor undertakes to implement all the necessary provisions provided for in this contract guaranteeing access, recovery and restitution, in a format defined in this contract, of said data, including those of a personal nature, processed by the provider in compliance with the DORA Regulations, including in case of insolvency of the provider, cessation of the provider's activities.
- The subcontractor undertakes to comply with the levels of service described in this contract. These may evolve and be updated at any time by the contracting authority.
- The subcontractor undertakes to cooperate fully with the competent authorities and resolution authorities of the contracting authority, as well as any persons designated by those authorities in accordance with the provisions of the DORA Regulation.
- The subcontractor undertakes to participate as much as necessary in information and communication technology security awareness programmes implemented by the contracting authority and in digital operational resilience training developed by the latter, on his/her request, in accordance with the DORA Regulation.

In the case where the contract supports a critical or important function, the Holder must assess the risks associated with the place of establishment of the sub-current or potential contractors that provide an ICT service supporting critical or important functions or significant parts thereof, and the place of establishment of their parent company and the place where the relevant ICT service is provided; the Data

Controller must specify the place of processing and storage of the data by the subcontractor where applicable to the Contracting Authority.

The Holder undertakes to also provide, in its contract with its subcontractors any provision with a view to:

- The subcontractor undertakes to comply with an obligation of information, advice, warning and enhanced cooperation vis-à-vis the contracting authority in view of the nature and impact of the services it provides for the contracting authority. In particular, the service provider undertakes to notify the contracting authority as soon as possible of any event or situation which might have a significant impact on its ability to provide the services provided for under the framework agreement that are subcontracted to it.
- The subcontractor undertakes to implement and test emergency plans and implement measures, information and communication technology security tools and policies that provide an appropriate level of security for the provision of services by the contracting authority in accordance with its regulatory framework.
- The subcontractor undertakes to participate and cooperate fully in any threat-based penetration test, carried out by the contracting authority as required by the DORA Regulation.
- In order to ensure continuous monitoring of the performance of the service provider under the framework agreement, the subcontractor shall grant the contracting authority (i) unlimited rights of access, inspection and audit by the contracting authority or a designated third party, and by the competent authority, and the right to take copies of the relevant documents on site if they are essential for the activities of the subcontractor whose effective exercise is not hindered or limited by other contractual agreements or enforcement policies; (ii) the right to agree on other levels of insurance if the rights of other customers are affected; (iii) the obligation for the subcontractor to cooperate fully in on-site inspections and audits carried out by the competent authorities, the main supervisor, the contracting authority or a designated third party; and (iv) the obligation to provide details on the scope, procedures to be followed and frequency of such inspections and audits.
- The subcontractor undertakes to strictly comply with the obligations provided for in the agreement-framework for reversibility and exit strategies and adequate transition periods i) during which the provider will continue to provide the services with a view to reducing the risk of disruption at the level of the contracting authority or ensuring its resolution and effective restructuring; ii) which allows the contracting authority to migrate to any other service provider of its choice or to resort to internal solutions.

And more generally the Holder must specify, in his contract with his subcontractors:

- the monitoring and reporting obligations incumbent on these subcontractors in respect of it and, if so agreed between the Holder and the Contracting Authority, with regard to the latter;
- the requirements for emergency plans referred to in Article 30(3)(c) of Regulation (EU) 2022/2554 and specifies the service levels that ICT subcontractors must achieve with regard to those plans;
- the ICT security standards and any additional security requirements referred to in Article 30(3)(c) of Regulation (EU) 2022/2554;
- the subcontractor must grant the Contracting Authority, the competent authorities and the relevant resolution authorities the same rights of access, inspection and audit as those referred to in point (e) of Article 30(3) of Regulation (EU) 2022/2554;

The Contractor is required to monitor all ICT services that support critical or important functions or significant parts of them and have been subcontracted, in order to ensure ongoing compliance with its contractual obligations towards the Contracting Authority. The Contractor shall, throughout the subcontracting chain, ensure the continuity of ICT services that support critical or important functions, in particular in case of non-compliance by a ICT subcontractor with its contractual obligations.

The Holder must notify the Contracting Authority of any significant changes to subcontracting agreements and whether such significant changes are likely to compromise the Holder's ability to comply with its contractual obligations towards the Contracting Authority. The Contractor shall implement significant changes to its subcontracting agreements only after the Awarding Authority has approved such changes or if it has not objected to them before the end of the notice period. If the Contracting Authority considers that the significant changes referred to in paragraph 1 exceed its risk tolerance level, it must, before the end of the notice period:

- inform the Holder;
- oppose the changes and request their modification before their implementation.

3. Duration – Execution deadlines – Renewal

3.1 Duration of the framework agreement

The initial duration of the framework agreement is set at three (3) years from the notification of this framework agreement.

The issuance of Purchase Orders can only be done during the period of validity of the framework agreement. The execution period may extend beyond the expiry date of the framework agreement only provided that the purchase order is notified before the end date of the framework agreement and that the obligation to periodically reopen competition between economic operators is not ignored.

3.2 Renewal of the framework agreement

The framework agreement is tacitly renewable for a period of one (1) year, within the maximum duration of the framework agreement of six (6) years, in accordance with Article L. 2125-1 of the public procurement code.

In the event of a decision not to renew, the Contracting Authority shall notify the Holder of this decision at the latest three (3) months before the end of the period in progress.

The Holder cannot refuse the renewal or non-renewal.

3.3 Deadlines for performance of the Services

By way of derogation from article 13.1.1 of the CCAG TIC, the lump sum part of the Services related to the project starts from the date specified in the letter of notification of the framework agreement, which constitutes an order for service.

The effective start date for the implementation of the Project is estimated on November 01, 2026, with a view to putting it into production on January 20, 2028.

The kick-off meeting and workshops to prepare for this meeting may take place from the notification of the framework agreement.

The execution deadlines for each Purchase Order start from the date set precisely in the Purchase Order, or failing that, from the date of notification of the Purchase Order.

3.4 Extension of execution deadlines

The stipulations of article 13.3 of the CCAG-TIC are only applicable.

3.5 Validity of purchase orders

The issuance of Purchase Orders can only be done during the period of validity of the framework agreement. The execution period may extend beyond the expiry date of the framework agreement only provided that the purchase order is notified before the end date of the framework agreement and that the obligation to periodically reopen competition between economic operators is not ignored.

The purchase orders placed at the end of the Contract cannot exceed a validity of 6 months

4. Implementing arrangements for the framework agreement

4.1 Implementing arrangements for the framework agreement

4.1.1 Part of the framework agreement executed at flat rate

The Services that are mentioned in the Breakdown of the overall and lump-sum price are remunerated by the application of a flat rate.

4.1.2 Part of the framework agreement executed by issuing Purchase Orders

The Services that fall under the part of the framework agreement executed through the issuance of Purchase Orders, pursuant to Articles R. 2162-2, R. 2162-13 and R. 2162-14 of the public order code, are the Services defined in the tab "BPU" of the financial annex.

4.2 Terms for issuing Purchase Orders

The Services are executed by issuing Purchase Orders, in accordance with articles R. 2162-13 and R. 2162-14 of the public order code.

For the only Services on quote, namely the Services of the financial annex in UO day, a preliminary quote precedes the issuance of the Purchase Order.

Orders are made following the establishment of Purchase Orders, in the format of the Contracting Authority.

The Purchase Orders are addressed to the Account Holder and specify the Services, described in the framework agreement, whose execution is requested.

Each Purchase Order specifies:

- The content and quantities of the Services to be carried out
- The amount of the Purchase Order
- The reference of the framework agreement and the Purchase Order
- If applicable:
 - The unit/flat-rate prices of the Services to be carried out
 - The particular conditions of execution
 - The special conditions of delivery and admission
 - The detail of the device and associated loads
 - The billing milestones
 - The delivery times
 - The place of delivery
 - The documents to be provided upon delivery

Each Purchase Order is notified to the Holder under the conditions defined in article 3.7 of the CCAG-TIC.

Successive orders are sent in the form of Purchase Orders placed under the following conditions: email.

The Purchase Orders may be sent during the entire validity of the framework agreement by email.

The Holder has a maximum of ten (10) working days from receipt of the Purchase Order to express their reservations in writing. After this period, the Purchase Order is deemed to have been accepted.

5. Constituent parts of the framework agreement

By derogation to article 4.1 of the CCAG-TIC, the contractual documents prevail in the following order:

5.1 Constituent parts of the framework agreement

The contractual documents of the framework agreement are as follows, and prevail in order of priority below:

- This Contract and any annexes thereto, of which the original copy kept in the archives of the Contracting Authority is the sole authentic document, with the exception of the annexes which would be expressly identified as not having contractual value, in their version resulting from the latest possible modifications.
- The Cahier des Clauses Techniques Particulières (CCTP) and its annexes, of which only the original copy kept in the archives of the Contracting Authority is authentic.
- The financial annex composed of the breakdown of the overall and lump-sum price (DPGF) and the unit part (BPU).
- The Cahier^{er} des Clauses Administratives Générales des Contrats publics de techniques de l'information et de la communication (CCAG-TIC) approved by the decree of 30 March 2021 (published in JORF No. 0078 of 1 April 2021).

- The technical offer of the Holder, including the technical response framework
- The special acts of subcontracting and their possible amending acts, subsequent to the notification of the Contract.

The Contract and the CCTP prevail over their annexes in case of contradiction with them, and each annex prevails over the others according to their rank in the list of annexes specific to each document.

6. Price

6.1 Maximum and estimated amounts of the framework agreement

Framework agreement with a maximum set in value.

The maximum amount of the framework agreement in value is:

Amount excluding tax: 1,320,000€

Amount including tax: 1,584,000 €

VAT amount at the rate of 20.00%

The amount of the offer includes all expenses necessary for the execution of the Contract under the conditions of the article «Price content» below.

In the event of a grouping, the detailed breakdown of the services and tasks to be performed by each of the members of the grouping and the amount of the Contract payable to each are broken down in the attached annex.

The maximum amount is not representative of the total estimated cost of the financial annex.

6.2 Content of the prices

By derogation to article 10.1.3 of the CCAG TIC, the prices of this framework agreement are excluding taxes and established considering as included all costs, incidentals, travel expenses, charges, supplies, materials, insurance costs, civil liability and accident, of documentation, technical assistance, communication.

Prices include all expenses necessary for the execution of the framework agreement: visits, meetings, travel.

Prices also include:

- The direct cost of the employees making up the defined team in charge of the services described in the CCTP
- The costs of the tools used, the method of invoicing the tools, ...
- The training costs of the resources in charge of the Services
- The travel expenses of the resources allocated to the performance of the Services

The Services are paid in accordance with the quantities and prices indicated in the financial documents.

The prices are subject to VAT at the rate in force at the time of performance of the Services and according to

the regulatory provisions in force at the time of invoicing.

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

- **In the event of joint or several** contracting, the prices of the framework agreement and the Purchase Orders are deemed to include all expenses resulting from the execution of the Coordination and Control Services carried out by the agent, including overheads, taxes, fees or other, the margin for risk and benefit as well as all costs resulting from measures to remedy possible failures by members of the grouping and the consequences of such failures.
- **In the event of subcontracting**, the prices of the framework agreement are deemed to cover the coordination and control costs by the Service Holder entrusted to this subcontractor, as well as the consequences of these failures.

6.3 Price for the Services of the framework agreement

The price is global and lump sum for the implementation project of the Solution, in accordance with the "DGPF" tab of the financial annex.

The prices are per unit and/or flat rate for the Services described in the tab "BPU - AC" of the financial annex.

The Services are settled by applying the billing milestones specified in Article 9.1.1 of this CONTRACT.

6.4 Price variation

The prices are final and binding throughout the duration of the contract.

7. Advance

No advance will be paid to the Holder

8. Retention money

No security deduction is made.

9. Settlement of accounts

9.1 Terms of payment of the price

9.1.1 Payment of the price

According to the provisions of Article 11 of the CCAG-TIC, the following clarifications are provided:

The amount of the services in the framework agreement are invoiced according to the following schedule:

Flat-rate services – Solution implementation project

The flat-rate Services are those provided as part of the Global and Lump-sum Price Breakdown (financial annex – tab 'DPGF').

Terms for invoicing the amount of the DPGF (see CCTP chapter 4.2.):

- ✓ 10% to the order
- ✓ 10% at the end of the design (validation of all deliverables from the design phase)
- ✓ 15% on delivery in recipe
- ✓ 40% at the end of the validation phase of recipe tests (VABF)
- ✓ 5% at the end of production start-up
- ✓ 20% at the end of the VSR

Billing terms for services on BPU:

Annual royalty licenses:

The licenses in the form of an annual fee and the maintenance and standard support for the publisher are paid annually, term to expire.

For the services (excluding maintenance and standard support editor):

- The other non-recurring lump-sum benefits concern claims for:
 - Standard TMA and Maintenance package Publisher: adjusted annually term to expire
 - All the other flat-rate services in the BPU tab will be paid in arrears.
- The progressive maintenance services are settled according to the following schedule:
 - For the billing of interior services at €5000 excluding VAT: 100% upon validation of the receipt;
 - For the billing of services exceeding 5000€ excluding tax: 40% at the order and 30% at the validation of the receipt and 30% at the validation of the VSR

At each request of the Contracting Authority, the Contractor proposes the quantities of work units in a quote applying the methods for estimating charges validated by both parties.

The contracting authority, after acceptance of the quote, issues a purchase order authorizing the launch of services.

It is reminded that non-validated quotes are not subject to billing

9.1.2 Payment requests

In addition to Article 11.3.2 of the CCAG-TIC, the payment request is dated and includes, as appropriate:

- the references of the framework agreement and/or Purchase Orders;
- possible penalties;
- the advances to be repaid;
- the amount of VAT or, if applicable, the benefit of an exemption;
- the amount including tax.

The Contracting Authority reserves the right to complete or rectify payment requests that contain errors or are incomplete. In this case, he must notify the Holder of the corrected payment request.

The references of the framework agreement, and the order number provided by AFD must necessarily be recorded on the invoices.

Invoices that do not bear these mentions will be systematically sent back to the Holder and must be the subject of a new edition (new date and new invoice number) with all this data.

9.1.3 Transmission of payment requests

The deposit, transmission and reception of electronic invoices are carried out exclusively on the Chorus Pro invoicing portal.

When an invoice is transmitted outside this portal, the Contracting Authority may reject it after reminding the issuer of this obligation and inviting him to comply with it.

To do this, the dematerialized invoices addressed to the Contracting Authority must necessarily include the following information:

Siret Code: 77566559900129
Establishment: French Development Agency
Service Code: PAR-SGN-010
Order Number: *to be filled with the n° of the order*
Contract Number: **FCM-2026-0128**

9.2 Regulations in case of joint and several contractors

By derogation to article 12 of the CCAG-TIC:

In the case of co-contracting, only the representative of the grouping is authorized to submit payment requests.

In the case of a joint and several grouping, separate payment will be made for each co-contractor, if the distribution of payments is identified in the Declaration of Co-contractors

The representative of the grouping shall indicate in each payment application which he forwards to the contracting authority the breakdown of payments for each co-contractor.

The acceptance of a settlement to each of the co-contractors cannot call into question the solidarity of the co-contractors.

9.3 Payment terms

The deadlines available to the Contracting Authority for the payment of the final partial payments and the balance are set at thirty (30) days from the date of receipt of the payment request by the Contracting Authority, in accordance with Article R 2192-12 of the public order code.

9.4 VAT

This framework agreement is subject to value added tax (VAT) at the rate in force on the day of the event giving rise. Each payment term will be accompanied by VAT. The Holder of this framework agreement

undertakes to indicate on his invoices whether he is authorized by the tax administration to pay the VAT according to the debits.

9.5 Default interest

The non-payment of advances, advance payments, or the balance within the deadline set by the framework agreement entitles you to default interest, calculated from the day after the expiry of said deadline (or the due date provided for in the Contract) until the date of payment of the principal included (article R. 2192-32 of the public order code).

The rate of default interest applicable in the event of the maximum payment deadline being exceeded shall be equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations in force on the first day of the half-year during from which the default interest began to accrue, increased by eight percentage points.

The amount of the flat-rate compensation for recovery costs is set at 40 euros.

10. Terms of performance of services

10.1 Place of performance of the Services

The Services are performed at the premises of the Contractor and/or at the premises of the Contracting Authority in Paris. The Holder may not modify these sites without the prior written agreement of the Contracting Authority.

The Holder undertakes to ensure that its staff comply with all the instructions and regulations in force regarding safety, software protection, rules of procedure) and in particular the charter relating to the use of IT and electronic communication tools which is available on the intranet site of the Contracting Authority. at AFD (

10.2 Provision of the team by the Holder

The Holder allocates appropriate and relevant staff resources in terms of qualifications, skills and 'soft skills' to carry out the various tasks necessary for the successful completion of the Project, including the provision of Services. The Contractor must communicate the names and professional qualifications of the persons who will be responsible for performing the services in case one or more natural persons perform the service.

The Holder may proceed with the replacement of one or more members of their staff in case of failure of said member(s) provided that (i) the qualifications of the person(s) proposed for the replacement are equivalent or superior to those of the person(s) to be replaced, (ii) that this replacement does not result in any delay for the Contracting Authority with regard to the schedule for performing the Services, and (iii) that it has obtained the prior written agreement of the Contracting Authority on the proposed person(s). The replacement must then be done immediately. The Holder will bear the cost of all associated costs.

The staff operates under the supervision, legal, hierarchical and disciplinary responsibility of the Holder. The Account Holder therefore undertakes to carry out all applicable formalities with regard to the regulations in force at the expense of the employer concerning, in particular, employment law, social security coverage and

tax obligations. The staff is in all circumstances under the sole authority of the Holder and is accountable for its activity exclusively and directly to the latter.

The Holder undertakes to do what is necessary for the staff to be able to accomplish their mission both in France and in the country where the mission takes place. He must in particular carry out the formalities related to the administrative situation of the staff, obtain visas and any necessary documents with regard to local regulations. The Account Holder also undertakes to (i) have taken all the necessary measures (insurance, mutuels...) to assist staff in case of difficulties arising locally, such as, for example, an evacuation for health or political reasons and (ii) provide any technical assistance that the staff may need as part of their mission.

The Account Holder undertakes to comply with all applicable laws and regulations regarding security in connection with the Services. The Holder will be responsible for the safety of its staff.

The Contracting Authority is not responsible for the security of the Holder's staff nor for the Holder's security procedures nor for the management of the Holder's staff's security.

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

10.3 Arrangements for intervention at the premises of the Contracting Authority

The execution of this framework agreement is subject to the provisions of Articles R.4511-1, 2, 3 and 4 and R. 4515-1 to R. 4514-8, R. 4514-9 and R. 4514-10 of the Labour Code.

The Contracting Authority ensures the general coordination of the prevention measures defined below. However, each company manager remains responsible for applying the preventive measures necessary for the protection of his staff.

•Obligation of prior information for site inspection:

The Holder must transmit in writing to the Contracting Authority as soon as possible and before any intervention on the latter's sites:

- The date of intervention on the site;
- The foreseeable duration of the intervention(s);
- The foreseeable number of employees to be involved;
- The names and qualifications of the person responsible for directing the intervention;
- The names and references of subcontractors and the identification of subcontracted services.

He also informs the Contracting Authority of the intervention of any new employee in the process of performing the Services.

•**Prior joint inspection of intervention sites:**

A joint inspection of the workplaces, facilities and equipment possibly made available to the Contractor is carried out prior to the execution of the operation in accordance with the provisions of articles R. 4512-2 to R. 4512-2-5 of the Labor Code.

During this inspection, the Contracting Authority or its representative communicates to the Holder or its authorized representative in accordance with the provisions of article R. 4511-9 of the Labor Code the safety instructions applicable to the operation that will concern its employees during their work or travel.

They also communicate to each other all the information necessary for the prevention of risks related to interference between the activities, installations and equipment of different companies present in the same place of intervention.

•**Prior risk analysis:**

At the end of this inspection and in view of the information and elements gathered, the Contracting Authority or its representative and the Holder or its representative jointly carry out an analysis of the risks that may result from the intervention on the sites of the Contracting Authority.

•**Prevention plan:**

A prevention plan is established in writing and jointly agreed by the Contracting Authority and the Service Holder if, in accordance with the provisions of articles R.4512-6 to 11 of the Labour Code: before any commencement of the execution of

- Either risks exist;
- Either the operation to be carried out by the external company(ies), as well as the subcontracting companies represent a number of foreseeable hours at least equal to 400 hours over 12 months, whether the interventions are continuous or discontinued.

These provisions apply if, during the performance of the Services, it appears that the number of working hours must reach 400 hours or if risks have newly appeared.

•**Obligations of the Holder or its representative:**

The Account Holder or its representative must, before any commencement of the performance of the Services and at the very place of their intervention, inform all employees and sub-employeescontractors assigned to the performance of the Services the applicable safety instructions that were communicated to him by the Contracting Authority.

The Holder also informs of these instructions any new employee or subcontractor intervening on the sites of the Contracting Authority during the execution of the Services.

•**Inspections and periodic meetings:**

If a prevention plan has been drawn up in accordance with the provisions of Article R. 4512-7 of the Labour Code, the Contracting Authority or its representative at its own initiative or at the request of the heads of external companies, organize, if it considers it necessary, periodic inspections and meetings in order to ensure the coordination of preventive measures.

The heads of enterprises summoned or their representatives are required to attend the inspections or meetings at which they have been summoned.

The measures taken on the occasion of this coordination are subject to an update of the prevention plan.

When the Services are performed at the premises of the Contracting Authority, the interventions will be carried out within the defined time range: 9 am-6 pm.

The Contracting Authority may withdraw its approval by a reasoned decision of which it will inform the Holder who is an employer. During their presence in the premises of the Contracting Authority, the Holder's employees undertake to comply with access and security rules established and communicated or accessible to the Holder.

10.4 Means made available to the Holder

The means entrusted to the Holder are as follows:

- All the elements necessary for the proper execution of the Service.

The Contracting Authority allows the Holder (i) to use and (ii) to have access, under the conditions defined in the information, data, documentation, Applications (including computer means, their technical documentation and, if applicable, their source codes), work space, facilities and office services to the extent considered reasonably necessary by the Contracting Authority for the provision of the Services (the "CCTP, Means").

In accordance with article 18 of the CCAG-TIC, these Means are the property of the Contracting Authority, they are left at the disposal of the Holder for the execution of the framework agreement. All the conditions of Article 18 of the CCAG-TIC will be applied.

In addition to Article 18 of the CCAG-TIC, it is agreed between the Parties as follows:

10.4.1 Provision by the Contracting Authority

The Contracting Authority shall inform the Data Controller in writing, where necessary, of all rules in the field of hygiene and safety applicable to the Means concerned and, subsequently, of any changes made to them.

The Holder expressly acknowledges that the Means are and remain the exclusive property of the Contracting Authority or its licensors. As such, the Means are used by the Account Holder exclusively within the framework and for the strict needs inherent in the provision of the Services, to the exclusion of any other use. Furthermore, the Holder undertakes to inform the Contracting Authority in case of a malfunction of the Means.

10.4.2 Restitution

The Means made available are returned at the end of execution or, if applicable, after termination of the framework agreement.

If the Holder cannot return them in good condition for any reason whatsoever, the Awarding Authority shall decide, after having ascertained the Holder's possibilities, on the reparation measure to be applied: replacement, restoration or reimbursement.<http://www.marche-public.fr/Marches-publics/Definitions/Entrees/Titulaire.htm><http://www.marche-public.fr/Marches-publics/Definitions/Entrees/Titulaire.htm>

In the case of a refund, the value taken into account is the residual value at the date of disappearance of the property or loss.

10.5 Schedule for the execution of the Services

The detailed Schedule for the execution of the Services will be defined in the Contractor's offer and validated by the Contracting Authority. The Contractor must perform the Services within the deadlines set in the Schedule of Performance, respecting the Specifications. Compliance with the deadlines of the Execution Schedule constitutes an obligation of result.

In case of non-compliance with the Execution Schedule by the Holder, the Contracting Authority may apply to him the penalties stipulated in Article 18 of this CONTRACT.

10.6 Project Comitology

The comitology of the Project is described in the CCTP and the PAQ.

11. **Obligations of the Parties**

11.1 Obligations of the Holder

11.1.1 Services

The Account Holder, who is a professional in the field of IT services, undertakes to perform the Services in accordance with the conditions defined in the framework agreement and the rules of art in use in his profession, and ensures that he has the means to do so.

He is notably bound by an obligation of result for:

- any Service sanctioned by a level of service;
- contractual commitments, including all the Specifications and stipulations and procedures provided for within the framework agreement and all of its contractual documents as referred to in Article 5.1 of this CONTRACT;
- respect the applicable legal and regulatory rules;
- to have and maintain the skills necessary for the performance of the Services;
- present the qualities of flexibility, responsiveness, anticipation and expertise, particularly in terms of

their profession, necessary for carrying out the Services under the conditions set forth in this framework agreement, throughout the duration of the Contract and communicate to AFD, all the difficulties he notices, including any decisions or events of which he is aware that may affect the execution of the framework agreement, of which he could take the measure in the light of his experience in order to allow them to be taken into account as quickly as possible, including when these difficulties are attributable to the Contracting Authority or the Holder;

- manage, supervise, pilot and coordinate the various tasks and interventions useful in the context of Project and Services implementation for the full execution of the framework agreement and the successful completion of the Project in accordance with the agreed schedule, quality and budget, including the different tasks and interventions entrusted to the Holder, by means of the management methods and tools he usually uses and which he assures the Contracting Authority that they comply with the rules of good practice and will allow the successful completion of the Project ;
- fully collaborate with any third party and in particular any publisher and service provider(s) involved in the Project;
- collect from any relevant professional, including third parties, all information and data that will be useful for the proper performance by the Holder of its obligations;
- present to the different committees a report on the progress of the Services;
- write the detailed Specifications;
- Monitor developments decided by the Contracting Authority, particularly in the context of legal and regulatory developments applicable to the sector of activity of the Contracting Authority both nationally and internationally;
- Ensure the management of all necessary technical environments, including the development platform, up to the satisfactory release of the Solution;
- Provide the Contracting Authority, at no additional cost or at a determined ex ante cost, with assistance in case of an ICT incident related to the ICT service provided;
- and, more generally implement any measure useful for the proper performance of its obligations and necessary to ensure the successful completion of the Project.

The Contractor undertakes to ensure that the Services meet the needs expressed by the Contracting Authority in this framework agreement, and in particular the service commitments of the CCTP.

The Account Holder acts as general project manager for the implementation of the Solution Services until the end of the VSR and, in this capacity, ensures the direction, control, and coordination of the execution of all associated Services.

The Contractor, in its capacity as project manager, must at all times ensure the organization and management of the Services in compliance with the framework agreement. In this respect, he undertakes to ensure the management and monitoring of the project, control the execution deadlines, verify the quality of the Services provided, check the settlement of difficulties raised during the execution of the Services and ensure the control of the costs of the Services.

The Holder must at all times comply with the laws and regulations in force, whatever their nature. He guarantees the Contracting Authority against all consequences of a failure to fulfill this obligation.

The Data Controller takes all necessary precautions to ensure the protection of the Data, programmes, operating systems and servers of the Contracting Authority to which it has access. Furthermore, it takes all

measures to ensure the security of such Data, programs, operating systems and servers and prevent their access by unauthorized third parties during the term of the framework agreement. In case of loss of the Data due to the Holder, the reconstitution of the Data is at the expense of the latter.

11.1.2 Obligation of advice

The Holder is bound by a permanent obligation of advice and warning.

The Holder undertakes to comply with an obligation of information, advice, warning and enhanced cooperation vis-à-vis the Contracting Authority in view of the nature and impact of the services it provides for the Contracting Authority. In particular, the Contractor undertakes to notify the Contracting Authority as soon as possible of any event or situation that could have a significant impact on its ability to provide the services provided under the framework agreement.

The Contractor shall in particular provide the Contracting Authority with all necessary advice, warnings and recommendations regarding the potential limits of the contract to achieve the expected objectives for the Project and meet the needs expressed by the Contracting Authority.

In this respect, the Account Holder notably undertakes, as soon as the framework agreement is concluded and during its execution, to inform the Contracting Authority of any difficulties it may encounter during the performance of the Services and for the purpose of complying with its contractual obligations, and to propose any adaptation or improvement that would seem desirable to optimize the Solution and improve the security level of the Information System.

In the event of a slip-up, incident or delay, particularly where there is difficulty in starting up the Solution or retrieving the Data, including if this difficulty is caused by a third party, the Account Holder must immediately initiate exceptional meetings. Following these meetings, the Parties may decide to implement any palliative measures in order to avoid any slippage in the execution of the Contract, both in terms of schedule and in terms of compliance with the quality of the Services, the Solution and the budget.

11.1.3 Compliance with deadlines

Without prejudice to any other stipulation of this framework agreement, in particular regarding the deadlines of the Execution Schedule, the Holder undertakes, as an obligation of result, to respect the execution deadlines mentioned in the agreement-framework, and will only be able to exonerate itself from liability if it establishes the proof that the delay, if any, is due to a breach by the Contracting Authority of its contractual obligations, to a foreign cause exhibiting the characteristics of force majeure as defined in this framework agreement, or to the act of a third party.

The Contractor undertakes to inform the Contracting Authority as soon as possible of any delay or risk of delay likely to affect the performance of the Services, and to take all necessary measures to make up for or limit the delays for which he is responsible or for which his potential subcontractors are responsible.

He undertakes to comply with the notice periods and the notification obligations of the Holder to the Contracting Authority, including notification of any developments that may have a significant impact on the Holder's ability to provide ICT services that support critical or important functions efficiently in accordance with agreed service levels.

11.2 Obligations of the Contracting Authority

The Contracting Authority undertakes to:

1. cooperate in good faith with the Account Holder and notably provide it with any information or document that would be necessary for the provision of the Services, as soon as the Account Holder requests it within a maximum period of twenty (20) working days, unless a different deadline is shared by the Parties;
2. when the Services must be carried out on its premises, make available to the Contractor the means that only the Contracting Authority has and which are essential for the performance of the Services.
3. to facilitate the Holder's contact with the persons of the Contracting Authority concerned by the Service.
4. mobilize the resources of his organization agreed with the Holder.
5. make available to the Holder the supplies and materials of which it has been agreed that the Contracting Authority will make available to the Holder under the conditions provided for in the Contract,
6. review the Holder's recommendations so that choices and arbitrations can be made.
7. validate within the reasonable deadlines or contractually planned the Solution in the reception phase.

12. Collaboration

12.1 Principles

The Contract applies both for the benefit of the Contracting Authority and for that of the Beneficiaries.

The Contractor undertakes to collaborate with the Contracting Authority and the Beneficiaries as well as with third parties in order to make the Project a success, particularly in the context of taking over services and tools from third parties.

In this context, the Holder undertakes notably to:

- participate in and cooperate fully with the threat-based penetration test conducted by the Contracting Authority;
- participate as much as necessary in information technology and communication security awareness programs implemented by the Contracting Authority and in operational digital resilience training developed by the latter, on his request, in accordance with the DORA Regulation;
- implement and test emergency plans and to put in place ICT security measures, tools and policies that provide an appropriate level of security for the provision of services by the Contracting Authority, in accordance with its regulatory framework.

The Contracting Authority also undertakes to collaborate with the Holder.

12.2 Collaboration with third parties

The Holder undertakes to actively collaborate with third parties involved in the Project. He undertakes to cooperate fully with the competent authorities and resolution authorities of the Awarding Authority, as well as any persons designated by said authorities in accordance with the provisions of the DORA Regulation and the applicable regulations on outsourcing.

In this context, the Holder undertakes notably to:

- transmit any information and recommendations that would be necessary in the context of performing Services vis-à-vis the services of these third parties;
- alert the Contracting Authority in case of difficulty with one or more of these third parties;
- communicate directly to any participant in the framework of the Project any information they would request and/or that would be useful for the performance by them of their obligations,
- implement all the necessary actions in permanent coordination with any third party involved in the Project.

13. Verification and validation of Reception Services

13.1 Receipt of the documentary Deliverables

The reception operations of documentary deliverables concern their content (accuracy and relevance) and their form (editorial quality and readability).

The Holder will ensure during their development and at the earliest that the content meets the expectations of the Contracting Authority.

The Contracting Authority has a period of ten (10) working days from the date of delivery of the Documentary Deliverables to express any observations it may have, except in exceptional cases and particularly if the format of the deliverable concerned requires a longer period which will then be agreed between the Contracting Authority and the Holder. L

The Holder provides him with all the necessary explanations so that the Contracting Authority can proceed with this Reception. The Contracting Authority will formalise a PV with its observations.

In case of observations made by the Contracting Authority, the Holder shall respond in writing within five (5) working days and make appropriate changes to the Deliverables. If this period appears insufficient to the Holder, he has a period of three (3) days from the minutes of the Contracting Authority to justify and quantify an additional period.

The new version of the Deliverables is again submitted for Reception by the Contracting Authority. In the new delivery, the modifications must appear as revision marks and historized. The Contracting Authority has a period of five (5) working days to deliver the final validation.

If the control is not satisfactory, if the Account Holder does not respect the deadlines granted to complete the services and/or if the Account Holder has not issued written observations within three (3) days following the PV with reservation for a request for additional time, the deliverable is considered rejected.

The Contracting Authority may decide on a reception with reductions and penalties or the application of late

penalties as defined in Article 19 below.

13.2 Reception of the Solution

13.2.1 General principles related to the Reception of the Solution

The purpose of the Reception is to allow the Contracting Authority to ensure that the Solution provided by the Contractor complies with the Specifications and Detailed Specifications, that it works perfectly and that it can therefore be put into production. The Quality Assurance Plan (QAP) may supplement the terms below.

No Reception may be deemed tacitly pronounced, notwithstanding articles 34.1 and 33.2.2 of the CCAG-TIC. Only the signature by the authorised representative of the Contracting Authority of the Minutes of a Reception shall be deemed to constitute the declaration of the Reception of the corresponding phase, with the consequences attached thereto.

The Contracting Authority may not refuse to sign the Minutes of Reception without legitimate reason.

The reception of the Project Services is organized by phases, with possibly several Deliveries. The Parties agree to set up a Reception strategy for the different Deliveries, which will be completed by a VABF and then by the Regular Service Verification (VSR) after the Production Start.

The issuance of the Minutes of a Reception, with or without reservations, does not prejudice a possible claim from the Contracting Authority with regard to any Anomaly that may appear or be discovered later and that would prevent the Solution from being used in accordance with the stipulations of the . Contract

The withdrawal of reservations by the Contracting Authority is recorded in a Report which documents the end of the relevant Acceptance period.

The Contracting Authority shall itself proceed to the Reception of the Solution, if the Project is organized phase by phase, in the Environment, with the assistance of the Holder. With the assistance of the Holder, the Contracting Authority defines test scenarios in accordance with the Documentation, Specifications and Detailed Specifications.

The definitions related to decisions on admission, adjournment, reduction and rejection of benefits in Article 34 of the CCAG-TIC are applicable. In case of specific deadlines specified below, it is derogated from articles 30 to 34 of the CCAG-TIC on deadlines.

A regular service check (VSR) may be refused in case of an Anomaly or if features are not up to date with patches for more than three (3) months. The Contracting Authority will define the frequencies of Deliveries in coordination with the operating teams, according to the different criticalities of the vulnerabilities concerned.

13.2.2 Reception of the Solution

The Reception of the Solution implies the receipt of all the Software Deliverables composing the Solution and concerns all services leading to the adaptation of the Solution to the IT context and environment of the AFD.

It is the responsibility of the Account Holder to ensure that successive Deliveries do not give rise to regressions, particularly in terms of functionality, ergonomics or performance on previous Deliveries or on the integrated package.

The Contracting Authority checks the quality of the Deliveries during the Reception operations, and expects that the work carried out in preparation for each Delivery does not result in any Anomaly on the elements previously delivered and received. Evidence of non-regression tests may be requested.

13.2.3 Verification of Suitability for Proper Operation (VABF) of the Solution

The VABF is intended to enable the Contracting Authority to ensure that the Solution, as designed and implemented by the Contractor, operates in accordance with the Specifications and Detailed Specifications.

It is up to the Contracting Authority to develop the test scenarios from its data and to control the results obtained in order to declare the provisional conformity of the Solution.

In the absence of an identified anomaly, the Contracting Authority signs an admission report from the VABF.

In the event that the passage of the test cases reveals one or more Blocking, Major or Minor Anomalies, the Contracting Authority may:

- either make a decision to admit the Solution with reservations,
- either make a decision to defer the Solution

In these two cases, the Account Holder undertakes to correct all the Anomalies within a maximum period of ten (10) working days from the PV.

When the Contracting Authority considers that the VABF cannot take place as it stands, it will declare its partial or total rejection.

The corrected Solution is again subject to VABF testing. If, at the end of the second VABF period, Anomalies remain or if new Anomalies appear, the Contracting Authority may, at its choice:

- either reject the Solution and pronounce the termination by right of the Contract to the detriment of the Holder,
- either accept to submit the Solution to a third VABF procedure under the conditions described above.

If anomalies remain or if new anomalies appear at the end of this third revenue procedure, the Contracting Authority may, at its choice:

- either reject the Solution and pronounce the termination by right of the Contract to the detriment of the Holder,
- declare the acceptance of the Solution subject to the correction of these Anomalies and sign with the Holder a VABF report accompanied by reservations that must be lifted within fifteen (15) working days during the Regular Service Verification period for the Solution.

The aptitude check decision is made following the final admission of benefits. The regular service check starts

from the satisfactory closure of the VABF.

13.2.4 Regular Service Verification ("RSV") of the Solution

By derogation to article 32.4 of the CCAG-TIC, the purpose of the VSR procedure is to allow the Contracting Authority to verify that the Solution, once put into production, functions in accordance with the Specifications, the Detailed Specifications, at Service quality levels and more generally in compliance with the CCTP.

The VSR starts at the start of production for a period of three (3) months. During the VSR period, the Account Holder is required to correct all Anomalies affecting the Solution, within the handling and correction deadlines defined in the Service Agreement.

The regular service check (VSR) may be refused in case of an Anomaly or if features are not up to date with patches for more than three (3) months. The Contracting Authority will define the frequencies of Deliveries in coordination with the operating teams, according to the different criticalities of the vulnerabilities concerned.

The Holder ensures that the application of security patches does not modify the performance of the Solution, modifying if necessary and at its own expense the system to maintain the level of performance despite the application of the patch.

At the end of the three (3) months;

- In the absence of an observed anomaly, the Contracting Authority signs a PV for the end of the VSR.
- In the event that during the period of three (3) months, a Blocking Anomaly and/or more than 3 Major Anomalies and/or more than 5 Minor Anomalies appear, the Contracting Authority shall sign a PV for a rejection or postponement VSR. Anomalies
- In the event that less than 3 Major Anomalies and/or less than 5 Minor Anomalies occur, the Contracting Authority may:
 - either make a decision to admit the Solution with reservations,
 - either make a decision to defer the Solution Reception operations
 In these two cases, the Account Holder undertakes to correct all Anomalies within a period of ten (10) working days from the PV.

If, at the end of the RSV period, there are reservations and/or Anomalies, the Solution must be corrected within ten (10) business days and will again be subject to a RSV procedure for an additional ten (10) business days.

If, at the end of the second RSV period, one or more Blocking Anomalies, Major or Minor, remain or if new Anomalies appear, the Awarding Authority may, at its choice, :

- Accept to submit the Solution to a third VSR period, in this case, the Contracting Authority signs an adjournment report of the Solution and specifies that the Anomalies must be corrected within ten (10) working days,
- Make an admission decision for the Solution with reservations and price reduction,
- Refuse the Solution by signing a PV of rejection of the Solution and pronounce the automatic termination of the Contract to the detriment of the Holder.

14. Guarantees

14.1 Repair or replacement guarantee

The guarantee of repair or replacement provided for in Article 36.1 of the CCAG-TIC applies to all Deliverables, Solutions and Services as from the decision on admission without reductions pronounced at the end of the VSR.

The guarantee runs from the date of notification of the signature of receipt of the Deliverable or Services concerned.

In addition to article 36.2 of the CCAG-TIC, in the case where the defect is attributable to the Contracting Authority, the Holder may invoice this restoration on the basis of a Purchase Order.

The deadline available to the Holder to carry out a clarification or a repair requested from him will be specified by the Contracting Authority.

14.2 Guarantee of conformity of standard software

The Holder guarantees the conformity of the Services, Deliverables and the Solution to the needs of the Contracting Authority and the Beneficiaries and acknowledges that said conformity is strategic for the Contracting Authority and that the non-compliance by the Holder with this compliance would lead to serious prejudice for the Contracting Authority and each Beneficiary. He undertakes in this regard to correct any non-compliance, at no additional cost.

The Contractor guarantees throughout the Project the proper execution of its obligations and guarantees that it will respect the needs expressed by the Contracting Authority in the Contract, notably in terms of imperative compliance with the schedule and deadlines, quality, scalability, of performance and availability of the Solution and the non-degradation of performance over time.

The Account Holder also guarantees that the Services, the Deliverables and the Solution comply with the Contract and are adapted to the Project, particularly for all business aspects, and that they are compatible with the Technical Architecture and the configuration of the Environments of the Contracting Authority and the Beneficiaries, thus allowing in particular a very good use and exploitation of the Solution.

More specifically, the Licensee warrants that the Software will function, throughout the Project and Contract, in accordance with the Documentation and Specifications, including for future versions of said Software.

As such, during the warranty period and throughout the duration of the Contract, the Holder corrects free of charge any Anomaly appearing due to its interventions or due to the Software.

When the Anomaly is found on a standard software of which the Holder is not the publisher, the Holder

implements the guarantee clauses provided by the publisher of the standard software concerned which are previously brought to the attention of the Contracting Authority. The correction is made free of charge.

The Holder establishes a written report of these Anomalies by providing all the necessary elements for their identification by the publisher the Holder. The anomalies must be brought to the attention of the Holder as soon as the Anomaly is noticed by the Contracting Authority.

Requests for correction under this guarantee may be made by the Contracting Authority or by the Holder on behalf of the Contracting Authority.

14.3 Performance Guarantee

The Holder guarantees that the Solution will enable AFD to achieve its objectives, particularly in terms of expected performance, as described in the CCTP, throughout the duration of the framework agreement.

The Contractor is responsible in particular for the quality of the Services, the Deliverables and notably the Adaptations, and their integration for the perfect functioning of the Solution conforming to the Specifications and the specific needs of the Contracting Authority and the Beneficiaries.

Under this guarantee, the Holder guarantees to the Contracting Authority in particular the following points:

- the quality of the Services and the Solution, compliance with the Service Levels set out in the Contract and notably the respect and maintenance of the Solution's performance over time, including in terms of upscaling
- That he makes every effort to comply with the Service Levels provided for in Annex 12 of the CCTP – «Service Agreement» and as part of the relevant Purchase Order;
- the performance and qualities of the Solution will not deteriorate over time, nor due to its actions;
- he provides the Contracting Authority, at least on a monthly or quarterly basis according to what will be agreed in the PAQ without additional cost, with regular measurement and monitoring instruments (in particular reports, dashboards, statistical information on the Services, intervention deadlines, etc.) allowing him to control and monitor the quality of the Services, and in particular the deadlines and the quality of the correction of anomalies;
- in the event of non-compliance with the Service Levels, it implements all necessary means, whatever they may be, to ensure the planned Service Levels, at its own expense, as soon as possible.

In order to ensure permanent monitoring of the Holder's performance within the framework of the framework agreement, the Holder acknowledges to the Contracting Authority

- i) the unlimited rights of access, inspection and audit by the Contracting Authority or a designated third party, and by the competent authority, and the right to take copies of relevant documents on site if they are essential for the Holder's activities whose effective exercise is not hindered or limited by other contractual agreements or enforcement policies;
- ii) the right to agree on other levels of insurance if the rights of other clients are affected;
- iii) the obligation for the Data Controller to cooperate fully in on-site inspections and audits carried out by competent authorities, the main supervisor, the Contracting Authority or a designated third party; and
- iv) the obligation to provide details on the scope, procedures to be followed and the frequency of these inspections and audits.

14.4 Security guarantee

The Holder guarantees to implement and maintain all appropriate technical and organizational measures to ensure a sufficient level of security taking into account the risks inherent in the use of the Solution in accordance with all current rules of good practice, and as provided for in the 'Security' Annex to the Contract.

In addition, the Holder:

assures that he has taken into account the security needs of AFD and the Beneficiaries, in particular the security requirements defined by the Contracting Authority, and that he will take into account the details that will be provided during the execution of any Purchase Order. The Holder is required to inform the Contracting Authority and to justify any deviation from the security requirements observed.

- ensures that any data to be processed under this Framework Agreement, including personal data, shall be processed and stored in accordance with the country identified in the technical response. The Holder may not modify the country of processing and storage identified above without the prior written agreement of the Contracting Authority.;
- takes the necessary measures to ensure that the Solution guarantees the integrity, conservation, backup and security of the Data it collects, processes, stores and saves in accordance with the expectations expressed by the Contracting Authority and without producing a regression at the level of the Solution.
- with regard to the data processed or stored by the Holder, including personal data, and without prejudice to the other provisions of the framework agreement relating to confidentiality, security, and protection of personal data, undertakes
 - o (i) to ensure that they are fully available to the Awarding Authority or any third party it may designate, at any time,
 - o (ii) to ensure its integrity and authenticity at all times throughout the term of the Framework Agreement, and
 - o (iii) to ensure confidentiality at all times throughout the term of the Framework Agreement and beyond, under the conditions of confidentiality provided for in this Framework Agreement;
- undertakes to implement all the necessary provisions guaranteeing access, recovery and return of said data, including those of a personal nature, processed by the Holder in compliance with the DORA Regulation in particular, including in the event of the Holder's insolvency, the cessation of the Holder's activities;
- refers to ICT security awareness programs and digital operational resilience training developed by the Contracting Authority;
- takes the necessary measures to ensure that the Solution guarantees the integrity, conservation, backup and security of the Data it collects, processes, stores and saves in accordance with the expectations expressed by the Contracting Authority and without producing a regression at the level of the Solution.
- Will take care of all difficulties including any third-party claims related to security, whether it is about Data protection, Data confidentiality. In the event that particularly sensitive Data, within the meaning of the law, are to be handled, the Contracting Authority will inform the Data Controller so that he can adapt his security measures adequately.

14.5 Anti-virus guarantee

The Holder undertakes to provide a Solution free of any viruses or other harmful devices. In this context, the Account Holder undertakes to ensure all checks in force in accordance with the strictest rules of art.

In particular, the Account Holder undertakes to use reputable and up-to-date anti-virus software before delivering the result of his Services and undertakes, throughout the Project to proceed with the resumption of damaged Data and programs at its expense in the event that a virus is present in the Solution or in any tool or method provided by the Holder, regardless of the medium used. It also warrants that it will deliver the Software free of any viruses or other harmful devices.

14.6 Guarantee of scalability

The Holder guarantees that the Solution is scalable, both from a functional point of view and in terms of volumetric processing capacity and state of the art, to meet the changes in AFD's needs and the environment in which the Solution is used as presented in the Contract.

The Holder guarantees that the elements composing the Solution are sufficiently standard and adapted to be compatible with the technologies and equipment most widely present in the Contract.

The Account Holder also guarantees as part of its Services:

- the scalability of the Solution in relation to changes in the Environment of the Contracting Authority, that is to say the possibility of continuing to use the Solution after modification or addition, in case of changes in the Environment of the Contracting Authority or the Beneficiaries to whom the Solution is integrated and in terms of ability to maintain the same Service Levels with an increasing volume, notably in terms of the number of users;
- the adaptability and durability of the Solution given the use that the Contracting Authority has indicated to the Holder to make of it, including with regard to performance in relation to the operating environment or with regard to any other project of the Contracting Authority for its activity;
- the durability of the Solution and in particular that it includes components whose technical characteristics are sufficiently standard to be compatible with the technologies and materials most widely present on the Contract.
- the backward compatibility and the technical and functional non-regression of the Solution between updates and successive versions of its components. Thus, these changes will not result in a degradation or change of normal operating conditions.
- The Holder guarantees the compatibility of the Adaptations of the Solution. As such, the Holder makes, at its expense, any modification or Adaptation necessary in case of change of version of the Software composing the Solution.

14.7 Compatibility – interoperability

The Holder guarantees the compatibility and interoperability between the different elements composing the Solution, notably the Software and their subsequent versions, the Specific Developments, all integrated with the Environment of the Contracting Authority and the Beneficiaries, as well as with Technical Architecture.

The Holder also guarantees the compatibility and interoperability of the Software and all the elements composing the Solution with the Environment of the Contracting Authority and the Beneficiaries, thus allowing the perfect functioning and operation of the Solution.

14.8 Guarantee of compliance with standards / regulations

The Holder guarantees:

- the compliance of the Solution and the Services with current and applicable regulations, whether they are legal, regulatory or conventional, in particular the Account Holder guarantees that he will not degrade the capabilities or functionalities of the Software or the Solution;
- compliance with the norms and standards and ensure that they are aware of all these norms and standards applicable to the Software(s) and therefore to the Solution. As such, the Holder undertakes to comply with the standards for developing the Software in order to ensure the optimization of the Software(s) and therefore the optimization and sustainability of the Solution;
- Compliance with the standards applicable to obligations arising from the use of the Solution;
- that the Software allows the Contracting Authority to comply with its obligations towards the tax administration in terms of computerized accounting control.

The Holder guarantees that he will bear all the costs in case of damage caused to the Contracting Authority or to one or more of the Beneficiaries as a result of an action, of a claim or adjustment from any social or tax body or any competent authority in any capacity whatsoever regarding the implementation or use of the Solution or Services. In these cases, the Holder reimburses all amounts paid in respect of such actions, claims and/or remedies, regardless of their amount and legal qualification, including "penalties" or "fines".

14.9 Eviction guarantee

The Account Holder guarantees to take all necessary care, prudence and diligence during the execution of its obligations, in order to provide quality Services meeting the best standards in force and to carry out all Services allowing to ensure the successful completion of the Project.

The Holder guarantees that he holds all the necessary rights, in particular to grant the Contracting Authority the right to use the Software as stipulated in the Contract, to perform all the Services and indemnifies the Contracting Authority against any action, claim, demand or opposition from any person in respect of any request on this basis.

The Holder guarantees the Contracting Authority against any eviction, and in particular against any claim or action by a third party alleging that all or part of the Software and/or the Solution infringes its intellectual property rights. The Holder guarantees the Contracting Authority that the Services, including the Deliverables, are carried out without infringing industrial or intellectual property rights of third parties. The Holder declares to have all necessary rights and in particular all rights of use on any element, method, know-how, tool and in particular any software that he uses for the execution of the Contract, in order to provide all the Services.

The Holder guarantees the Contracting Authority against any claim, demand, opposition or action brought

by third parties on the grounds that all or part of the Services, the Solution or one or more Deliverables would constitute an infringement of pre-existing intellectual property rights or unfair competition claimed by a third party or a violation of the applicable regulations and in particular the Data Protection and Freedoms Regulations, whatever the basis of this action that would be exercised against the AFD, the Contracting Authority or any Beneficiary who cannot be sought or inquired about it.

In the event of non-compliance with this guarantee, the Account Holder undertakes to take all measures, without delay, in order to immediately put an end to the breach and to limit the risks associated with such a breach.

The Holder undertakes to (i) compensate the Awarding Authority and the Beneficiaries in case of damage resulting from non-compliance with this guarantee, (ii) reimburse any expense to which the Awarding Authority has been sentenced or that it has been forced to pay, including in the context of an amicable settlement or by a court decision or any administrative authority, (iii) reimburse the costs of any kind spent by the Contracting Authority to ensure its defense or that of the Beneficiaries, including legal fees and costs directly incurred by the Beneficiaries.

The Contracting Authority shall inform the Holder, as soon as it becomes aware of it, of any request, claim or proceeding presented or initiated for such reason, by judicial or extrajudicial means.

In order to allow the Holder to be able to defend his own interests and those of the Contracting Authority, the Contracting Authority shall cooperate loyally with the defence by providing such elements and information as the Contracting Authority considers necessary and the assistance required to carry it out.

In the event of a claim, prohibition of use of the Software and/or the Solution as a result of a legal action or which would result from a signed transaction with the plaintiff of the legal action, the Holder must, at its exclusive costs, at the sole choice of the Contracting Authority and within deadlines compatible with the Holder's obligation to ensure the continuity of the Services and the Solution without prejudice to any other damages to which he may be entitled either:

- obtain the right for the Contracting Authority to continue using the Software and/or the Solution;
- modify or replace it with a software equivalent in terms of functionality and performance and without affecting those of the Solution and the Information System, not subject to legal action in order to avoid third-party claims;
- either provide an alternative solution provided that such replacement or modification does not affect the operation or functionalities of the Information System.

In the event of a claim, the holder shall, at his own expense, at the choice of the Contracting Authority and within deadlines compatible with the holder's obligation to ensure the continuity of the Transition Services and the programme: [< REVERSO]

- soit modifier tout ou partie de l'élément litigieux afin d'éviter la revendication du tiers ;
- soit obtenir l'autorisation pour les tiers concernés de continuer à utiliser les éléments litigieux ;

In the absence of being able to implement one of the solutions provided for above, the Contract may be terminated at the initiative of the Contracting Authority for fault on the part of the

Contractor, and the Contractor undertakes to reimburse all amounts received as part of the Services.

1. Intellectual property – Use of results

By derogation to articles 44 to 46 of the CCAG-TIC, the following provisions will be applied regarding the use of results:

1.1 License to use the Software and ownership of results

The Holder grants and guarantees to the Contracting Authority and the Beneficiaries a specific right of use on the Software for all territories where the Beneficiaries are located and for the legal duration of protection of the Solution by intellectual property.

This concession occurs on the date of signature of the Contract and concerns the existing version of the Software on that date and its subsequent versions and is subscribed to allow the Contracting Authority to exploit it and use it for the needs of the Project and for the needs of its activity and of that of the Beneficiaries as it exists at the date of signature of the Contract and as this activity will evolve over time notably taking into account the developments of the Project as well as for the realization, the integration, implementation, installation, deployment, use and operation of the Solution (hereinafter the "**Destination**").

As such, the Holder grants to the Contracting Authority and the Beneficiaries all rights to use or have used, exploit or have exploited, including by a third party, the Software, directly or indirectly, for consideration or free of charge, in whole or in part, in isolation or with other programs and databases, with or without modification, integrated or not in the Solution, on any medium. This licence granted to the Contracting Authority and the Beneficiaries covers in particular:

- the right to use or have used, operate or have operated, including by a third party, all or part of the Software and in particular to give access to it personally or for the benefit of third parties, for valuable consideration or free of charge and the right to integrate it, in whole or in part, with or without modification, on any medium;
- the right to reproduce or have reproduced, including by a third party, all or part of the Software and for the purpose of saving, loading, displaying, executing or storing, in whole or in part;
- the right to install, have installed, adapt or have adapted, create or have created derivative works, including by a third party, on all or part of the Software, to correct it, to have it evolve, to make adaptations, to maintain, decompile, mix, modify, assemble, transcribe, arrange, digitize, to carry out any configuration, to interface it with any software, hardware, databases, computer products, to transcribe the Software, and in particular the algorithms used therein, in whole or in part, in any form, modified, amputated, condensed, extended, to integrate all or part of them into existing or future works, and this, on any medium, without limitation in number. ;
- the right to translate or have translated, including by a third party, the Software, in whole or in part, into any language or programming language, on any medium and this, without limitation of number;
- the right to display, distribute or have distributed, represent or have represented, including by a third party, all or part of the Software as well as any adaptations or derivative works, as mentioned above and below, in any manner whatsoever, by any means whatsoever, known or unknown to date, and in particular by any telecommunication network and/or data exchange network, current or future, by any means of television broadcasting, of radio broadcasting, by any means of telecommunication, in particular by analogue and digital/DTT wireless networks, GSM networks, WAP network, DCS 1800, 2G/GPRS network, 3G+ networks, 4G, 5G, 3G/UMTS networks, Bluetooth network, internet networks via cables, WIFI, ADSL, optical fibre, or satellite;
- the right to manufacture or have manufactured, develop or have developed, including by a third party,

in any manner whatsoever, a program, information or other element based on all or part of the Software as well as any adaptations or derivative works of the Software, notably the Solution, computer program or other element integrating all or part of the Software;

- the right to exploit or have exploited all or part of the Software and in particular (i) to grant to the Beneficiaries the rights granted to it, in any form, in whole or in part; (ii) to grant to an integrator the rights granted to it under the Contract, in any form, in whole or in part for the purpose of carrying out the Project and notably the execution of the Solution; as well as the right to (iii) transfer all or part of the license to any service provider.

For databases, in addition to the above mentioned usage rights, this license covers:

- the right to extract, by permanent or temporary transfer of all or a qualitatively or quantitatively substantial part of the contents of the database, by any means, direct or indirect, and in any form;
- the right to reuse all or a qualitatively or quantitatively substantial part of the contents of the database.

The Holder guarantees that this concession is not subject to the addition, use, deployment or connection of the Solution to any tool and in particular any additional computer program or database.

The results resulting from the use of the Solution belong exclusively to the Contracting Authority and the Beneficiaries.

1.2 Prior knowledge regime

The regime applicable to prior knowledge within the meaning of section 43.2 of the CCAG-TIC is defined by sections 44 and 45.1 of the CCAG-TIC.

1.3 Rights transferred on the settings, Specific Developments, Adaptations and Interfaces

By derogation to article 46 of the CCAG-TIC, the Holder assigns to the Contracting Authority, on an exclusive and irrevocable basis, for the whole world and for the duration of protection provided by the copyright, all intellectual property rights related to the Settings, to Adaptations, Specific Developments and Interfaces, as they are implemented and the related Services paid for.

This transfer concerns all copyright, and in particular on:

1. the right of reproduction, which includes in particular the right to make or have made all copies of Settings, Adaptations, Specific Developments and Interfaces, by any technical process, in all forms and on all media (such as any paper, magnetic, digital, optical, interactive or other medium), known or unknown to this day;
2. the right of representation, which includes in particular the right to communicate, broadcast, have communicated or have broadcast Settings, Adaptations, Specific Developments and Interfaces to the public by any means, known or unknown to date (and in particular by any telecommunications network, cable, satellite, wireless network or any mode of reading, exchange of information and communications, by downloading or teletransmission, etc.);
3. the right of correction, modification, adaptation and creation of derivative works, without limitation on formats, media or operating methods used, known or unknown to date;
4. the right to translate or have translated Settings, Adaptations, Specific Developments and Interfaces into all languages (including all computer languages);
5. the right to exploit, edit, market, distribute, sell, rent, license, lend or give the Settings, Adaptations, Specific Developments and Interfaces, and more generally to put them into

circulation, in any manner whatsoever, worldwide.

The source codes of the Specific Developments, Adaptations and Interfaces as well as the Settings must be submitted to the Contracting Authority at their delivery for Reception, accompanied by the associated Documentation. Any modifications made by the Holder to the source codes of the Specific Developments, Adaptations, Interfaces, Settings and associated Documentation will then be submitted as they are implemented.

The Holder expressly declares that he has all the rights relating to the Specific Developments, Adaptations, Interfaces and Settings and guarantees the Contracting Authority against any disturbance, claim or eviction.

The price for the transfer of Settings, Adaptations, Specific Developments and Interfaces is included in the price of the Services.

The Holder undertakes to provide upon delivery all the Documentation, written in French and English, necessary for the fulfillment of the Contract. It undertakes to provide any corrections without additional charge.

The Holder exclusively assigns to the Contracting Authority all economic copyright, and in particular all rights of reproduction, representation, use, adaptation and more generally of exploitation that he holds or will hold on the reports, works, studies and documents carried out under this framework agreement for the whole world and for the entire duration of protection of these rights.

The Holder also acknowledges the Contracting Authority's right to transfer to any third party its exclusive right of use of the reports, works, studies and documents produced by the Holder within the framework of the Contract.

2. Penalties

2.1 General procedures for applying penalties

By derogation to article 14 of the CCAG-TIC, the penalties specified below are applied.

By derogation to article 14.1.2 of the CCAG-TIC, the total amount of late penalties is not capped.

It is understood that these penalties are set exclusively as coercive and do not release the Holder from its obligations to perform its obligations under the framework agreement, Purchase Orders.

Penalties cannot be imposed for events that are not attributable to the Account Holder or that result from a case of force majeure within the meaning of the civil code.

The Contracting Authority may apply to the Holder the penalties provided for in this framework agreement to sanction any failure to meet the expected service quality levels (non-compliance with service levels, for example), any failure to achieve or maintain the objectives as well as any delay by the Account Holder in relation to the contractual schedule in the performance of the Services.

The application of penalties will be discussed beforehand in the Steering Committee, it being understood that the Contracting Authority will take the final decision whether or not to apply the penalties.

During the milestones, the Steering Committee establishes a status of the Deliverables and the progress of the Project and will record the progress in a Report.

In the event that the planned Deliverables are delivered with a delay in execution or are not at the quality level, as expressed in the documents of the framework agreement and refined during the successive phases of the Project, to allow for the validation of the milestone, an additional delivery time may be granted by AFD within the framework of a Steering Committee. No additional billing may be requested by the Account Holder.

At the end of this period, a review of the Deliverables is carried out by the operational teams of the Contracting Authority.

The effective application of penalties will result from the aforementioned review.

The penalties are due without prejudice (i) to the damages that the Contracting Authority may claim from the Holder as a result of a loss suffered as a result of non-performance or improper performance of the Contract (including non-compliance with the Service Levels that gave rise to the penalty), and (ii) the right for the Contracting Authority to terminate the Contract under the conditions set out in this framework agreement.

The penalties and the elements for implementing the penalty procedure are applicable (i) in case of non-compliance with the Service Levels, as well as (ii) in case of non-compliance with deadlines are provided for in the Contract. In this respect, the penalties are applicable without any other condition than the finding of a failure to comply with the Service Levels and/or the finding of delay.

The non-application of penalties cannot be interpreted as a waiver of the benefit of said penalties. The penalties cannot be replaced by services not provided for in the Contract

The procedures for settling penalties are defined as follows: once the application of penalties has been confirmed by the Contracting Authority following the Steering Committee over the period concerned, the amount of the penalties constitutes an asset to be asserted on the first invoice issued following the implementing decision.

2.2 Penalties for the flat-rate implementation services of the Solution

The Contracting Authority reserves the right to apply penalties in case of (i) delay and in case of (ii) poor quality of the delivered Services, in accordance with the requirements specified in the documents of the framework agreement.

Any delay in the milestones of the Project Services, as described in the Execution Schedule jointly validated by the Parties, may result in the application of a penalty calculated according to the following formula:

$$P = V \times R / 300$$

In which:

P = the amount of the penalty;

V = the value of the Services on which the penalty is calculated, this value being equal to the settlement value of the part of the Services in arrears when it concerns the penalty applicable in

case of delay and the value of those Services that are of poor quality when they concern penalties applicable in case of quality defect. The settlement value corresponds to the amounts invoiced as specified in Article 9.1.1 of this framework agreement;

R = the number of business days behind and the number of blocking and major Anomalies reported in Reception.

2.3 Penalties for delay in the delivery of documentary Deliverables

In the event of a delay in the submission of a document as specified in Article 13.1 of the CONTRACT, the Contracting Authority reserves the right to apply a penalty against the Holders of 500 € excluding taxes per business day of delay.

2.4 Penalties related to non-compliance with the indicators of Maintenance Services

By way of derogation from article 14.1 of the CCAG-TIC, the penalties applicable in case of non-compliance with the indicators are described in Annex 2 of the CTPP «Service Agreement.

3. PSEE

i. Commitment of the Provider under an Outsourced Essential Service Provision

The French Development Agency ("AFD") is subject to the regulations relating to the outsourcing of services or other essential or important operational tasks resulting in particular from *the decree of 3 November 2014 on the internal control of companies in the banking sector, payment and investment services subject to the supervision of the Autorité de contrôle prudentiel et de résolution ("ACPR")* and the guidelines of the European Banking Authority ("EBA") *on outsourcing dated 25 February 2019 (EBA/GL/2019/02)* to which the ACPR has declared full compliance. In this respect, and with regard to the services or other tasks and functions that AFD entrusts to the Service Provider and which it previously qualifies as essential, critical or important ("¹Service(s)"), the Parties agree on the arrangements set out below. The Service Provider undertakes to comply with the obligations resulting for it from this scheme. The Service Provider will diligently execute, in accordance with the applicable regulations and the regime set out below, the Services entrusted to it by AFD:

a) Expected level of quality of the Service

The Service Provider commits to the level of quality of service agreed with AFD and responding to a normal operation of the service.²

In this regard, the Service Provider undertakes to comply with the quality indicators as defined with the French Development Agency based on the nature of the Service and listed in the Annex hereto. In the event of an incident (particularly in the event of a deterioration in the agreed level of service), the Service Provider undertakes to resort to the backup mechanisms mentioned in paragraph b) *Continuity of service activity* below.

The French Development Agency may monitor - at any time over the total duration of the Service - the actual achievement of the expected level of quality.

The Service Provider undertakes to communicate to AFD any event likely to have a significant impact on its ability to effectively perform the Service according to agreed service levels and in accordance with applicable laws and regulatory requirements.

¹ ACPR, 15 July 2019, *Notice of compliance with the European Banking Authority (EBA) guidelines on outsourcing (EBA-GL-2019-02)*.

² The level of service expected by the French Development Agency is attached to the Contract.

b) Continuity of the Service

The Service Provider undertakes to implement backup mechanisms in case of serious difficulty affecting the continuity of the service.

The detailed description of these relief mechanisms is attached to this Contract and covers, in particular, the following elements:

- the emergency plan for the continuity of the service activity which must cover the following 5 cases:
 - Loss/unavailability of the Provider's premises
 - Loss/unavailability of the Provider's information system ("IS")
 - *Unavailability of the Provider's staff*
 - Extreme shock scenarios
 - Simultaneous loss scenarios affecting AFD and the Provider;
- the monitoring of the emergency service on a daily basis;
- the organization of the crisis;
- the needs for continuity and service levels of relief;
- the checks and tests.

The Parties agree that force majeure is understood as any act or event unforeseeable, irresistible and external to the Parties having the effect of preventing the performance of the Service.

They recognize that the following cases are excluded from force majeure:

- Strike of the Provider's staff, its delegates or suppliers;
- Occupation of the premises of the Provider, its delegates or suppliers;
- Power outage;
- Technical, administrative or other contingencies concerning transmission networks;
- Data carrier failure;
- Attack on the Service Provider's website by computer hacking.

c) Control procedures of the Service

The Service Provider undertakes to comply with the procedures defined by the French Development Agency regarding the organization and implementation of the control of the services it provides.

Performance control of the Service

The Service Provider undertakes to provide the French Development Agency with dashboards and indicators for monitoring the Service (production, performance, anomaly rate, etc.) according to the format and frequency planned with the Agency. The Service Provider undertakes to implement a *reporting* of anomalies as well as action plans for recurring and/or significant anomalies. The Service Provider undertakes to maintain the monitoring committees for the Service defined with the French Development Agency (project committees, steering committees *etc.*) These monitoring bodies must enable the French Development Agency to assess the organization and availability of the Service Provider's human, real estate, technical and financial resources with regard to the risks related to the continuity of the Service.

Control of the Provider

The Service Provider undertakes to inform Agence Française de Développement without delay of any change in its financial, economic and/or legal situation.

On the date of signing the contract and at least one month before each annual deadline, as well as at the request of the French Development Agency throughout the contract, the Service Provider undertakes to provide free of charge (insofar as the law or the Agreement with AFD obliges it to

have them), the following documents:

- The multi-risk insurance and civil liability certificates or any other insurance necessary for the performance of the Service;
- Its mandatory certifications and approvals for the Service performed;
- The last K-Bis of the current year;
- Regarding the IT security system: its data security and privacy policy, its IT charter, its valid certifications in terms of security and hosting;
- Regarding the internal control system (to be adapted by the writer): its risk mapping, its control plan, the results of controls, its audit plan;
- Regarding the business continuity plan scheme: its business continuity plan, testing schedule and test reports.

d) Substantial modification of the Service and subcontracting

The Service Provider undertakes to inform Agence Française de Développement of any event likely to have a significant impact on its ability to perform the outsourced tasks efficiently and in accordance with current legislation and regulatory requirements.

e) Protection of confidential information

The Service Provider undertakes to ensure the protection of confidential information concerning Agence Française de Développement, its clients or third parties to AFD. It undertakes to take all appropriate technical and organisational measures to prevent this information from being distorted, damaged or accessed by unauthorised third parties.

f) In the event of a banking crisis incident affecting AFD

The Service Provider acknowledges and undertakes not to obstruct any possible exercise by the ACPR of its powers in terms of preventing or managing banking crises. In particular, it is recalled that the ACPR has the power to temporarily suspend any payment obligation, as well as any termination rights of the Service Provider insofar as the essential obligation (within the meaning of Article 68 of Directive 2014/59/EU) of payment from AFD continues to be insured.

4. Supplementary clauses

4.1 Reorganization or judicial liquidation

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

The judgment instituting judicial reorganization or liquidation is immediately notified to the Contracting Authority by the Contract Holder. The same applies to any judgment or decision likely to have an effect on the execution of the Contract.

The Contracting Authority sends a formal notice to the administrator or the liquidator asking him if he intends to demand execution of the Contract. In the event of judicial reorganization, this formal notice is addressed to the Holder in the case of a simplified procedure without an administrator if, pursuant to Article L627-2 of the Commercial Code, the judge has expressly authorized him/her to exercise the option open in article L622-13 of the Commercial Code.

In the event of a negative response or absence of a response within one (1) month from the sending of the formal notice, the termination of the Contract is pronounced. This period of one (1)

month may be extended or shortened if, before the expiry of the said period, the commissioner judge has granted an extension to the administrator or liquidator, or has fixed a shorter period for him.

The termination takes effect on the date of the decision of the administrator, liquidator or Holder to waive the continuation of the Contract, or at the expiration of the one (1) month period above. It does not entitle the Holder to any compensation.

4.2 Declaration and obligations of the Holder

4.2.1 Knowledge transfer

Within the framework of the obligations defined in the CCTP, the Holder makes the Contracting Authority benefit from his/her knowledge specific to the business expertise of the Holder in the development and maintenance of computer applications.

4.2.2 Documentation

As part of the obligations defined in the CCTP, the Holder establishes and updates throughout the duration of the framework agreement, the Solution Documentation, in French language.

As part of the framework agreement, the Holder must transmit all the Documentation electronically to the address specified by the Contracting Authority.

Unless otherwise agreed in writing by the Contracting Authority, the language of exchange, communication and documentation is French and/or English, in accordance with the CCTP.

4.2.3 Declaration of the Holder

The necessary authorizations under the framework agreement and the insurance related to the Services are the responsibility of the Holder. The Account Holder underwrites, maintains and ensures that its staff has insurance covering all risks related to the performance of the Services, in particular in the event of staff travel abroad. The Holder spontaneously provides the Contracting Authority with the corresponding insurance certificate(s).

The Holder declares:

- that he has obtained from the competent authorities all the necessary authorizations to carry out his activity in his country of origin or the country where the Services are to be performed;
- that he has all the necessary authorizations for the validity of the framework agreement and the execution of the obligations arising from it;
- that the staff is employed by him in accordance with the labor regulations applicable to him.

In accordance with articles L.8222-1 and D.8222-5 of the Labor Code, the Holder must provide upon signing the Contract, then regularly depending on the validity period of each document, the following documents:

- The valid document attesting to the actual registration of the structure (K-bis extract or equivalent,
- A tax certificate issued by the competent authorities certifying that the Holder is up to date with his tax obligations,
- A certificate issued by the competent authorities certifying that the Holder is up to date with his social obligations,
- A valid civil and/or professional liability insurance certificate,
- The nominative list of foreign workers outside the EC or posted, jobs by the structure or failing that a sworn statement of non-employment of foreign workers outside the EC.

These documents must be provided and kept up to date in the PROVIGIS tool – tool for collecting

certificates that the Contracting Authority has adopted.

4.2.4 Powers of the Holder

The Holder does not have any power to act in the name and on behalf of the Awarding Authority or to engage the latter, except with an express and special mandate granted by the Awarding Authority on a case-by-case basis. The Contracting Authority remains the sole judge of any decisions to be taken on the proposals submitted to it by the Contractor at the end of the Services.

4.2.5 Integrity clause

The Holder declares and undertakes to:

- not having committed any act likely to influence the competitive process and in particular that no agreement within the meaning of applicable competition law has been made or will be made;
- what the negotiation, signing and execution of the framework agreement did not result in, do not result in, and will not give rise to an act of corruption and/or an act of fraud as defined by the applicable regulations

4.2.6 Social and environmental responsibility – Ethical charter

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

More precisely, the Contracting Authority expects the Contractor to design the Solution taking into account current ecodesign standards.

The Contracting Authority has adopted an ethical charter that can be consulted on its website www.afd.fr, which the Owner undertakes to comply with.

In the application of this article, no penalty is applied, notwithstanding articles 16.1 and 16.2 of the CCAG-TIC

4.2.7 Personal data

Commitments of the Holders

As part of the execution of the Contract, the Data Controller may have access to and process personal data, within the meaning of the General Data Protection Regulation (EU) 2016/679 (hereinafter "Personal Data"), on behalf of the Contracting Authority. The commitments and obligations of the Data Controller in connection with the processing of personal data are set out in the context of Annex 3 to this CONTRACT «GDPR».

Management of the Contracting Authority's suppliers

Within the framework of this Contract, the Contracting Authority may collect and process personal data relating to the staff of the Holder involved in the performance of the Services.

The purpose of the processing implemented is to monitor the execution of the Contract and the Contracting Authority's suppliers, as part of a quality and procurement optimization approach. Its legal basis is the legitimate interest of the Contracting Authority, rationalizing and monitoring its purchases. Under the terms of the Data Protection Regulation, the Contracting Authority is responsible for processing.

The categories of data processed are:

- Civil status, identity, identification data
- Professional life (CV, training, information associated with the monitoring of Services)

The personal data associated with monitoring the execution of the Contracts are kept for ten (10) years after the end of the execution of the mission, in application of articles R. 2184-12 and R. 2184-13 of the Code of public order. These data will only be accessible to the collaborators of the Contracting Authority who are intended to have access to them in the context of the accomplishment of their missions.

Any person concerned by the said processing may, under the conditions defined by the Data Protection and Freedoms Regulations, access the Personal Data concerning them or request their erasure. She also has a right of opposition, a right to rectification, a right to the limitation of the processing of her data or to define guidelines regarding the fate of her Personal Data after her death.

To exercise these rights or for any question about the processing implemented, it is advisable to contact the Data Protection Officer (DPO), by electronic means at informatique.libertes@afd.fr or by postal mail at the address Délégué à la Protection des données personnelles du groupe AFD, 5 rue Roland Barthes, 75012 - Paris. The request must be signed by the interested party and accompanied by a photocopy of an identity document.

If a data subject considers, after having contacted the DPO and obtained its response, that his/her rights are not being respected, he/she may submit a complaint to the CNIL.

The Holder undertakes to inform his employees or any other person under his direction and whose data may be processed by the Contracting Authority of this information notice.

4.3 Confidentiality

The Holder, acting both for himself and on behalf of the Staff whom he guarantees undertakes, during the term of the Contract and for a period of five (5) years following the end of the Contract, that the Confidential Information:

- are protected and kept strictly confidential, and are treated with the same degree of care and protection as it accords to its own confidential information of equal importance;
- are transmitted internally only to the Staff;
- are not used for any purpose other than that defined by the Contract;
- are not subject, in whole or in part, to copies, reproductions, duplications, backups, cations, downloads or any other exploitation, beyond what is strictly necessary for the Holder and its Staff in respect of their duties under this Agreement.

Notwithstanding the paragraph above, information covered by professional and banking secrecy shall be kept confidential until such time as the related confidentiality is lifted.

The Owner and his staff therefore commit to:

- not to disclose, directly or indirectly, in part or in full, the Confidential Information without the express, prior and written consent of AFD,
- to keep confidential any information or any document obtained under the Contract, not to

communicate to third parties on the missions entrusted to it without prior, express and written authorization from AFD,

- to immediately report to the AFD any risk of conflict of interest, and to immediately cease the activities covered by the potential conflict of interest, until a decision is made by the Contracting Authority
- to inform the Contracting Authority without delay of any breach of the above confidentiality obligations, as well as any loss or security breach that may affect the Confidential Information. The Holder will, in this case, take the necessary measures to remedy it and provide all reasonable and technically possible assistance, useful to the Contracting Authority in order to minimize the effects of such a breach of the confidentiality or security of the Confidential Information

At the end of the contract, the Account Holder commits:

- to return in full the documents provided or to destroy them (where this is requested by the Awarding Authority or where the return does not guarantee the absence of any copies); and
- to destroy or erase in full (to the extent technically possible) all copies of Confidential Information it holds.

4.4 Audit

The Contracting Authority reserves for itself, or for the Autorité de contrôle prudentiel et de résolution (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the monetary and financial code for Services to be performed abroad or in the framework of ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public record authority and for the persons designated by them the right to carry out any audit of the Holder. This audit could:

- Aim to verify compliance by him with his contractual obligations, the conditions for performance of services and/or the performance of the Data Controller, as well as applicable regulatory requirements;
- Cover personal data whose terms are specified in the Personal Data *article* of this Contract;
- Allow the exercise of the supervisory and resolution powers of the ACPR, as provided for in Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU.

The Contracting Authority reserves for itself and for the ACPR, as well as for any person they may designate, the unconditional right to inspect and audit the way in which the Holder fulfils the applicable contractual and regulatory requirements. In this context, the Contracting Authority, the ACPR and third parties appointed by them will have full access to all relevant professional premises (headquarters, operational centres etc.), to all devices, relevant systems, networks, information and data used to ensure the provision of services, in particular related financial information, as well as staff members and external auditors of the Service Holder to whom written or oral explanations may be requested, free of charge. Also, the Contracting Authority reserves the right to carry out so-called individual audits and penetration tests at the Data Controller's premises in order to evaluate the effectiveness of the measures and processes implemented with regard to cyber security and internal ICT security.

In the event of subcontracting, duly authorised by the Awarding Authority, the Contractor shall ensure that the subcontractor grants the Awarding Authority and the ACPR the same contractual rights of access and audit as those granted by the Contractor.

This audit may be carried out at any time at the discretion of the Contracting Authority, including

once the framework agreement has been completed, within a period of five (5) years.

By derogation to article 24 of the CCAG-TIC, the Holder is informed by the Contracting Authority, the ACPR or third parties acting on their behalf of the control in writing one month before the triggering of the audit, unless it is impossible due to an emergency or crisis situation or leads to a situation in which the audit would no longer be effective. In this capacity, the Contracting Authority may appoint an independent expert who is not a competitor of the Holder and must sign a confidentiality agreement.

The Holder undertakes to collaborate with the Contracting Authority or its representative and with the ACPR and to facilitate their audit by providing them with all the necessary information and responding to all of their requests related to this audit, within the authorized limits of the control listed at the beginning of this article. In the event that their requests exceed these contractual limits of the authorized audit, the Holder will alert the Contracting Authority. Both parties will seek the best way to achieve the above control within the authorized contractual limits.

Throughout the duration of the framework agreement and during the period of tax prescription after its termination, the Holder undertakes to make available to the Contracting Authority and its mandated controllers, all accounting documents and other documents relating to the services covered by the framework agreement.

The Holder undertakes to maintain complete and accurate records of invoices and all associated documentation related to the establishment of these invoices.

These archives include (non-exhaustive list):

- Physical documents (paper, CD...),
- Electronic documents (emails and information stored in electronic databases)

In the event that the Contracting Authority requires the production of documents in the exclusive possession of the Holder, audits will then be conducted at the premises of the Holder and must comply with the opening hours, to the customs and safety rules in force on the premises in question. The Contracting Authority may access the premises of the Holder after having notified its request in writing and respecting a notice period of seventy-two (72) hours. and demonstrated from

The cost of this audit is borne by the Contracting Authority except in the event that this audit reveals a failure on the part of the Holder.

4.5 Reversibility

At any time during the execution of this Contract, at the request of the Contracting Authority, as well as in case of expiration or termination of all or part of the Contract for any reason whatsoever, the Contractor undertakes to effect the reversibility of the services under the conditions below.

The Holder undertakes to strictly comply with the obligations provided for in the framework agreement regarding reversibility, exit strategies and adequate transition periods to allow the Contracting Authority to migrate to any other provider of its choice or to resort to internal solutions. During the transition period, the Holder will continue to provide services with a view to reducing the risk of disruption at the level of the Contracting Authority or ensuring its effective

resolution and restructuring;

i)

The Holder undertakes to ensure reversibility and to implement all legal and human measures, as indicated to the CCTP, to allow the Contracting Authority, on the date of termination of the framework agreement, to resume or have a third party resume the service covered by this agreement-framework, in the most coordinated way possible and under the most economical conditions for the Contracting Authority, and allowing in particular the continuity of the service, object of the framework agreement, with a minimum of interruptions. For this purpose also, after the termination of the framework agreement and during a transitional period of five (5) weeks, the Holder will continue to provide the service before that-it is not fully and effectively taken over by the Contracting Authority or by a new service provider designated by it.

The Contractor shall keep at the disposal of the Contracting Authority complete and precise documentation that may be necessary for it in connection with the resumption of the service, whether to provide it itself or to entrust it to a third party.

At the request of the Contracting Authority, the Account Holder undertakes, for a maximum period of two (2) months from the end of the framework agreement, to respond to any request for assistance, even occasional, formulated by the Contracting Authority or by the Account Holder designated by it.here to resume the service covered by this framework agreement.

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

- if the reversibility results from a termination or cessation of the framework agreement, following an error or a failure by the Holder, or if it results from a non-renewal at any one of the deadlines of the framework agreement due to the Holder, the reversibility assistance services provided by the Holder are not invoiced to the Contracting Authority,
- if the reversibility results from the occurrence of a case of force majeure or from a termination of the framework agreement in the context of shared wrongs, the costs of assistance to Reversibility are shared by half,
- if the reversibility results from any other cause of interruption of this framework agreement, the reversibility assistance services provided by the Holder are invoiced to the Contracting Authority in full.

In this context, the Holder undertakes to:

- restore, in an integral, exploitable and agreed format, all the data belonging to the Agency as well as the personal data previously communicated by the Contracting Authority;
- destroy any copies of this data and not use it for your own purposes or for the benefit of third parties.

The Holder undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in the event of insolvency, resolution or interruption of the Holder's commercial activities. He will not sub-outsource the Service or transfer the data to a third party without the prior written agreement of the Contracting Authority and will refrain from any measure having the effect of hindering the Contracting Authority's access to the data that belong to it. In the event of a voluntary interruption of its commercial activities related to the Service, the Contractor undertakes to notify the Contracting Authority at least three (3) years in advance and to ensure the reversibility

of the outsourcing of the Service.

The Account Holder undertakes to cooperate fairly with the third party who will ensure the resumption of the Services. The Holder undertakes to incorporate a reversibility clause imposing the same obligations as this clause on subcontractors to whom the Holder would delegate part of the Services.

The interventions under reversibility are subject to a Purchase Order and a fixed price according to the BPU.

4.6 Miscellaneous

The Holder may not assign any of his rights and/or obligations under this Contract unless expressly agreed in advance by the Contracting Authority.

All notifications, reports and other communications relating to the Contract are issued or sent to the respective domiciles of the Parties mentioned at the top of these. They shall become effective upon receipt at that address or at any new address duly notified in writing to the other Party.

Any change in the terms and conditions of the Contract, including changes to the nature or volume of the Services or the amount of the Contract, must be agreed in writing by the Parties.

The originals of the Contract are drawn up and signed in French. If a translation is made, only the French version is authentic in case of divergence of interpretation of the provisions of the Contract or in case of dispute between the Parties.

5. Insurance

By way of derogation from Article 9.2 of the CCAG TIC, the Account Holder must have contracted upon notification, an insurance to guarantee its liability towards the buyer and third parties, victims of accidents or damages caused by the performance of services.

In the course of execution, the Holder designated in the framework agreement must justify within fifteen (15) days from the request of the Contracting Authority an insurance covering the pecuniary consequences of the civil liability incurred by him vis-à-vis third parties and the Contracting Authority as a result of any personal injury, material or immaterial damage occurring during or after the performance of the Services.

6. Disputes and litigation

In the event of a dispute, only French law is applicable.
The competent court is the Administrative Court of Paris.

7. Termination

It will be done, where applicable, application of articles L 2195-1 and following of the public order code as well as articles 36 to 42 inclusive of the CCAG-PI with the following details:.

Termination for reasons of general interest

In the event of a termination under Articles 36 to 42 of the CCAG-PI, at the request of the ACPR and when the conditions set out in Article Cessation of performance of the above service do not apply, without prejudice to the application of the provisions of paragraphs 2 and 3 of Article 33 of the CCAG PI, the termination indemnity is set at 5% of the initial amount excluding tax of the framework agreement reduced by the unrevised amount excluding tax of the services received.

Termination at the fault of the Holder

In the event of termination for fault, articles 27 and 39 of the CCAG PI will be applied with the following details:

the contracting authority may have a third party perform the services provided for in the framework agreement at the Holder's expense and risk under the conditions defined in Article 27 of the CCAG PI. The termination decision will expressly mention it.

The Holder is not entitled to any compensation.

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

By derogation and in addition to articles 39 and 41.3 of the CCAG PI, the portion of the services already completed by the holder is remunerated with a 10% reduction.

In addition to article 39 of the CCAG PI, in case of non-production within 8 days of the acceptance of a subcontractor of second rank and above presented by the subcontractor of rank 1 and above, the personal and joint guarantee guaranteeing the payment of all amounts due by them to the subcontractor dealing with second rank and above, and after formal notice from the subcontractor of rank 1 and above and the holder of the framework agreement, remained without effect within a period set at 8 days, the framework agreement will be terminated to the wrongs of the holder without the latter being able to claim compensation and, if applicable, with execution of the services at his/her own expense and risk.

Termination for non-compliance

The Contracting Authority reserves the right to terminate the contract with the Service Provider when the latter no longer has the mandatory certifications and approvals for the performance of the Service or in case of failure to keep up-to-date the certifications requested in article 12.2

AFD reserves the right to terminate the contract with the Service Provider when the processing, management or security of Confidential Information and Personal or Sensitive Data presents weaknesses such as integrity, the security, confidentiality or fair processing of this information and data seems compromised.

8. Suspension of the framework agreement

In case of force majeure or activation of the PCA, the Contracting Authority, after consultation with the Holders, may suspend (for a period to be defined) the execution of the Contract without compensation.

The other causes of suspension of Benefits in case of unforeseeable circumstances of article 26 of the CCAG-TIC are applicable.

9. Derogations from the CCAG-TIC

By derogation from Article 1 of the CCAG-TIC, derogations from the provisions of the CCAG-TIC are not summarized in this article but are expressly indicated during its reading.

10. Signature of the candidate

The candidate is reminded that the signing of this Contract constitutes acceptance of all contractual documents.

The supplier adheres to the Supplier Relations Charter presented [here](#) and undertakes to respect

the principles and commitments set out above, throughout the entire purchasing process and contractual relationship with the AFD group.

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

Made in a single original

A:

The

Signature(s) of the Holder, or, in the case of a group of undertakings, of the authorised representative or each member of the group:

11. Acceptance of the offer by the contracting authority

The subcontractors proposed in the subcontracting agreements annexed to this agreement are accepted as being entitled to direct payment and the payment conditions indicated are approved.

This offer is accepted.

A

The

The Contracting Authority

- **ANNEX 1**
- **SECURITY**

INFORMATION SECURITY IN THE CONTEXT OF THE EXECUTION OF SERVICE CONTRACTS

Summary

1. DEFINITIONS

2. GENERAL

3. COMMITMENT AND RIGHTS OF THE PARTIES IN MATTERS OF SECURITY

4. ACCESS CONTROL

5. REMOTE CONNECTION TO THE CUSTOMER'S NETWORK

6. RISK ASSESSMENT

7. FINAL PROVISIONS

Definitions

- The Contract
Refers to the Service Contract to which this is attached.
- The contracting authority
Refers to AFD, party to the Contract.
- The Holder, within the meaning of Provider, hereinafter in the annex
Refers to the service provider who is party to the Contract.
- Information system
All the hardware, software, methods and procedures and, if necessary, the personnel requested to process the Information.
- Information
Refers to the information belonging to the Client, stored or not on its information system and to which the service provider may have access in the exercise of the Contract.
- Remote connection
Refers to a connection that gives remote access to the information system of the Contracting Authority from an infrastructure not belonging to it.

General

The contracting authority regularly calls upon service providers, who are required to have access to the Information as part of the performance of their services. It is therefore necessary to regulate these accesses to the Information as well as their use and to define the security rules applicable to the providers.

The purpose of this appendix is to secure the conditions for access to and use of the Information, in particular by defining the criteria for granting the Service Provider secure and controlled access to the Information and preventing it from being used without authorization.

The stipulations of this appendix apply to the Service Provider, employees and subcontractors who have or may have access to the Information.

Commitment and rights of the parties with regard to security

The contracting authority makes available to the Service Provider its documentation on Information Security (policies, procedures and rules) necessary for the execution of the Contract. The Service Provider undertakes to take note of the documentation provided by the Contracting Authority in terms of Information Security and to comply with the policies, procedures and rules contained therein. The Service Provider undertakes not to disclose this documentation transmitted as part of the execution of the Contract.

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

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

The Service Provider undertakes to inform the Contracting Authority in writing, and as soon as possible, of any change made in the list provided for in the paragraph above and to propose to it any changes it considers necessary regarding the nature or scope of access to the Information. It is up to the Client to formally notify the Service Provider of their agreement on the requested changes. Without this formal agreement, the change is deemed to be refused.

The Service Provider undertakes to respect the intellectual property rights relating to the information and software made available to it by the Contracting Authority.

The Service Provider is informed that the Contracting Authority handles information pertaining to professional banking secrecy within the meaning of the monetary and financial code. The Service Provider undertakes to respect the confidentiality of the Client's information under the professional secrecy governing their profession.

The contracting authority and the Service Provider are each responsible for the selection, implementation and maintenance of their own security procedures and policies as well as their suitability for the services to be provided under the Contract. This is to protect their respective information from unauthorized access, alteration or destruction.

As part of the implementation of its security policy and procedures, the Contracting Authority has the right to record and supervise any activity carried out by the Service Provider in fulfilment of the Contract. In this respect, the Service Provider's staff and its subcontractors are subject to the same controls as the staff of the Contracting Authority.

The contracting authority may require the Service Provider to provide a copy of the identity document of its employees in charge of performing the services provided for by the Contract before access to the sites and/or to the Information of the Contracting Authority is granted to them.

The contracting authority reserves the right to refuse access without notice to any employee of the Service Provider or to require the replacement of such employee if he does not comply with the policies, procedures and safety rules.

Access control

The Service Provider undertakes to only access the Information strictly necessary for the performance of its mission. Access to the Information, services and infrastructure granted to the Provider is limited to the minimum necessary for the performance of its services under the Contract. The Service Provider will inform the Contracting Authority as soon as possible if he notices an error in the allocation of access preventing him from fulfilling his mission or exceeding the scope of his mission.

Access to the computer system and/or the premises of the Contracting Authority is issued in a nominative manner to the persons acting for the Service Provider within the framework of the execution of the Contract.

Accesses can be permanently subjected to protection mechanisms and logged. For the purposes of protecting and controlling access to its Information, the Contracting Authority does not limit itself to the protection mechanisms put in place by the Service Provider. The contracting authority grants, controls and revokes the Service Provider's access to the premises and to the Information necessary for carrying out the services. In this regard, the Service Provider is informed that its staff acting within the framework of the Contract may, at any time and without prior notification, be subject to security checks based on the records recorded on the SI of the Contracting Authority. If it is necessary to provide access to classified information of level

"CONFIDENTIAL" or higher level or at premises of the Contracting Authority where such information is stored, processed or disseminated, a risk assessment to identify the protection mechanisms to be put in place will be carried out. The protection mechanisms identified during the risk assessment will be notified to the Provider, documented and implemented.

To access the information system of the Contracting Authority, the Service Provider must use exclusively the computer equipment made available by the Contracting Authority, unless the latter has previously authorized the Service Provider in writing to use other methods of access.

Remote connection to the Client's network

Any remote connection to the network of the Contracting Authority must be made through computer equipment or an access portal made available to the Service Provider by the Contracting Authority. The contracting authority may, without prior notice or justification, interrupt, refuse or extend a remote connection to its network. The contracting authority shall discontinue the remote connection to the network when it is no longer required.

The remote connection to the network of the Contracting Authority is permanently recorded and archived for memory.

Risk assessment

By decision of the Contracting Authority, the service may be subject to an evaluation in order to

determine the risks regarding the security of the Information. This evaluation mainly concerns the potential benefits for the Contracting Authority of any breach in the availability, integrity, confidentiality and the chain of transmission of its Information used within the framework of the service.

Final provisions

Non-compliance with this safety annex constitutes a breach of the Contract that can justify its termination without penalty for the Contracting Authority.

In addition, a delay or postponement resulting from the Service Provider's non-compliance with safety rules and the measures taken by the Contracting Authority to remedy it, pursuant to this Annex, cannot be invoked by the Service Provider to request any extension of the deadlines for performance of the Contract, which the Service Provider remains bound by, or any exemption from penalties.

This security annex may be revised by the Contracting Authority every year and amended if necessary without penalty or additional cost.

- **ANNEX 2 - GDPR**
- **Obligations in the context of subcontracting personal data**

SECTION I

Purpose and scope

- a) The purpose of these standard contractual clauses ('clauses') is to ensure compliance with Article 28(3) and (4) of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data.
- b) The controllers and subcontractors listed in Annex I have accepted these clauses in order to ensure compliance with the provisions of Article 28(3) and (4) of Regulation (EU) 2016/679
- c) These clauses apply to the processing of personal data as described in Annex II.
- d) Annexes I to IV are an integral part of the clauses.
- e) These clauses are without prejudice to the obligations to which the controller is subject under Regulation (EU) 2016/679
- f) The clauses alone are not sufficient to ensure compliance with obligations relating to international transfers in accordance with Chapter V of Regulation (EU) 2016/679

Invariability of the clauses

- a) The parties undertake not to modify the clauses, except with regard to adding information to the annexes or updating the information contained therein.
- b) The parties are nevertheless not prevented from including the standard contractual clauses defined in these clauses in a broader Contract, nor from adding other clauses or additional

guarantees, provided that they do not contradict, directly or indirectly, the clauses or that they do not infringe the fundamental freedoms and rights of the data subjects.

Interpretation

- a) Where terms defined in Regulation (EU) 2016/679 or Regulation (EU) 2018/1725 are included in the clauses, they shall be understood as in that Regulation.
- b) These clauses must be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.
- c) These clauses shall not be interpreted in a manner that is contrary to the rights and obligations provided for by Regulation (EU) 2016/679 / Regulation (EU) 2018/1725 or in a way that adversely affects the fundamental rights or freedoms of data subjects.

Hierarchy

In the event of a conflict between these clauses and the provisions of related agreements that exist between the parties at the time when these clauses are agreed upon or concluded subsequently, these clauses shall prevail.

SECTION II

A] OBLIGATIONS OF THE PARTIES

Description of the treatment(s)

The details of the processing operations, and in particular the categories of personal data and the purposes of the processing for which the personal data are processed on behalf of the controller, are set out in Annex II.

Obligations of the parties

7.1. Instructions

- a) The processor shall process the personal data only on documented instructions from the controller, unless it is obliged to do so under Union law or the law of the Member State to which it is subject. In this case, the processor shall inform the controller of this legal obligation prior to processing, unless prohibited by law on grounds of important public interest. Instructions may also be given subsequently by the controller during the entire processing of personal data. These instructions must always be documented.
- b) The processor shall immediately inform the controller if, in its opinion, an instruction given by the controller constitutes a breach of Regulation (EU) 2016/679 or other provisions of Union law or the law of the Member States concerning data protection.

7.2. Purpose limitation

The processor processes personal data only for the specific purpose(s) of the processing, as defined in sub-annex II to this Privacy Policy, unless otherwise instructed by the controller.

7.3. Duration of the processing of personal data

The treatment by the subcontractor only takes place for the duration specified in sub-annex II.

7.4. Security of the treatment

a) The processor shall at least implement the technical and organisational measures specified in sub-annex III to ensure the security of personal data. These measures include the protection of data against any breach of security resulting in accidental or unlawful destruction, loss, alteration, unauthorised disclosure of or access to personal data (personal data breach).

When assessing the appropriate level of security, the parties shall take due account of the state of knowledge, the costs of implementation and the nature, scope, context and purposes of processing as well as the risks to data subjects.

b) The processor shall grant its staff members access to the personal data processed only to the extent strictly necessary for the performance, management and monitoring of the Contract. The processor shall ensure that persons authorised to process personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality.

7.5. Sensitive data

If the processing concerns personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs or trade union membership, as well as genetic data or biometric data for the purpose of uniquely identifying a natural person, data concerning health or data concerning the sexual life or sexual orientation of a natural person, or data relating to criminal convictions and offences ('sensitive data'), the processor applies specific limitations and/or additional safeguards.

7.6. Documentation and compliance

a) The parties must be able to demonstrate compliance with these clauses.

b) The processor shall promptly and adequately handle requests from the controller regarding data processing in accordance with these clauses.

c) The processor shall make available to the controller all information necessary to demonstrate compliance with the obligations set out in these clauses and arising directly from Regulation (EU) 2016/679. At the request of the controller, the processor shall also allow audits of processing activities covered by these clauses to be carried out and contribute to them, at reasonable intervals or where there are indications of non-compliance. When deciding on an examination or audit, the controller may take into account relevant certifications in possession of the processor.

d) The controller may decide to carry out the audit himself or to appoint an independent auditor. Audits may also include inspections at the subcontractor's premises or physical facilities and shall, where appropriate, be carried out with reasonable notice.

e) The parties shall make available to the competent supervisory authority/competent supervisory authorities, upon request, the information set out in this clause, including the results of

any audit.

7.7. Use of subsequent subcontractors

a) the processor is not allowed to subcontract to a further processor the processing operations that it carries out on behalf of the controller under these clauses without the specific prior written permission of the controller. The processor shall submit the request for specific authorisation at least fifteen (15) business days before the recruitment of the subsequent processor in question, together with the information necessary to enable the controller to make a decision on the authorisation. The list of sub-processors authorised by the controller is set out in Annex IV, which the parties shall keep up to date.

c) Where the processor recruits a subsequent processor to carry out specific processing activities (on behalf of the controller), it does so by means of a Contract which imposes on the subsequent processor, in essence, the same data protection obligations as those imposed on the subcontractor under these clauses. The subcontractor shall ensure that the subcontractor complies with the obligations to which it is itself subject under these clauses and Regulation (EU) 2016/679.

d) At the request of the controller, the processor shall provide him with a copy of this Agreement concluded with the subsequent processor and any subsequent amendments thereto. To the extent necessary for the protection of business secrets or other confidential information, including personal data, the processor may expurgate the text of the Agreement before circulating a copy thereof.

e) Processor remains fully liable, vis-à-vis the controller, for the performance of the obligations of the subsequent processor in accordance with the Contract concluded with the subsequent processor. The subcontractor shall inform the controller of any subsequent breach by the subcontractor of its contractual obligations.

f) The subcontractor agrees with the sub-subcontractor a third party beneficiary clause that—in the event that the subcontractor has materially disappeared, has ceased to exist at law or has become insolvent—the controller has the right to terminate the Contract concluded with the sub-processor and to instruct the sub-processor to erase or return the personal data.

7.8. International transfers

a) Any transfer of data to a third country or international organization by the sub-processing is carried out only on the basis of documented instructions from the controller or in order to meet a specific requirement under Union law or the law of the Member State to which the processor is subject and is carried out in accordance with Chapter V of Regulation (EU) 2016/679.

b) The controller agrees that where the processor engages a subsequent processor in accordance with clause 7.7 to carry out specific processing activities (on behalf of the controller) and that these processing activities involve a transfer of personal data within the meaning of Chapter V of Regulation (EU) 2016/679, the processor and subsequent processor may ensure compliance with Chapter V of Regulation (EU) 2016/679 using the standard contractual clauses adopted by the Commission on the basis of Article 46(2) of Regulation (EU) 2016/679, provided that the conditions for use of those standard contractual clauses are fulfilled.

Assistance to the controller

a) The processor shall inform the controller without delay of any request it has received from the data subject. He does not himself respond to this request, unless the data controller has authorized him.

b) The processor shall assist the controller in fulfilling its obligation to respond to requests from data subjects to exercise their rights, taking into account the nature of the processing. In performing its obligations pursuant to points a) and b), the processor shall comply with the instructions of the controller.

(c) In addition to the obligation of the processor to assist the controller under clause 8(b), the

processor shall also assist the controller in ensuring compliance with the following obligations, given the nature of the processing and the information available to the subcontractor:

- 1) The obligation to carry out an assessment of the impact of the envisaged processing operations on the protection of personal data ('data protection impact assessment') where a type of processing is likely to present a high risk for the rights and freedoms of natural persons;
- 2) the obligation to consult the competent supervisory authority/competent supervisory authorities prior to processing where a data protection impact assessment indicates that the processing would present a high risk if the controller did not take measures to mitigate the risk;
- 3) the obligation to ensure that personal data are accurate and up-to-date, informing without delay the controller if the processor learns that the personal data he processes are inaccurate or have become obsolete;

(4) the obligations laid down in Article 32 of Regulation (EU) 2016/679

d) The parties set out in Annex III the appropriate technical and organisational measures by which the processor is required to assist the controller in applying this clause, as well as the scope and extent of the assistance required.

Notification of personal data breaches

In the event of a personal data breach, the processor shall cooperate with and assist the controller to comply with its obligations under Articles 33 and 34 of Regulation (EU) 2016/679, whichever is applicable, taking into account the nature of the processing and the information available to the subcontractor.

9.1. Data breach in relation to data processed by the controller

In the event of a personal data breach in relation to data processed by the controller, the processor shall provide assistance to the controller:

(a) for the purpose of notifying the competent supervisory authority/competent supervisory authorities of the personal data breach as soon as possible after the controller becomes aware of it, where applicable (unless the personal data breach is unlikely to result in a risk to the rights and freedoms of natural persons);

) for the purposes of obtaining the following information which, pursuant to Article 33(3) of Regulation (EU) 2016/679, must be included in the controller's notification and include at least:

- 1) the nature of the personal data, including where possible the categories and approximate number of persons concerned by the infringement and the categories and approximate number of records of personal data concerned;
- 2) the likely consequences of the personal data breach;
- 3) the measures taken or measures that the controller proposes to take to remedy the personal data breach, including, where appropriate, measures to mitigate any adverse consequences.

Where and to the extent that it is not possible to provide all information at the same time, the initial notification shall contain the information available at that time and as it becomes available, additional information is subsequently communicated as soon as possible;

) for the purposes of complying with the obligation under Article 34 of Regulation (EU) 2016/679 to promptly communicate the personal data breach to the data subject, when the personal data breach is likely to result in a high risk for the rights and freedoms of natural persons.

9.2. Data breach in relation to data processed by the processor

In the event of a personal data breach in relation to data processed by the processor, the latter shall inform the controller as soon as possible after becoming aware thereof. This notification contains at least:

- a) a description of the nature of the infringement found (including, where possible, categories and approximate number of data subjects concerned and records of personal data concerned);
- b) the contact details of a contact point from which further information can be obtained in

relation to the personal data breach;

c) its likely consequences and the measures taken or proposed to be taken to remedy the breach, including to mitigate any adverse consequences.

Where and to the extent that it is not possible to provide all information at the same time, the initial notification shall contain the information available at that time and as it becomes available, additional information is subsequently communicated as soon as possible.

The parties define in sub-Annex III all other elements that the processor must provide when assisting the controller in fulfilling its obligations under Articles 33 and 34 of Regulation (EU) 2016/679

SECTION III

FINAL PROVISIONS

Non-compliance with clauses and termination

a) Without prejudice to the provisions of Regulation (EU) 2016/679, in case of failure by the processor to comply with his obligations under these clauses, the controller may instruct the subcontractors suspending the processing of personal data until it has complied with these clauses or until the Contract is terminated. The processor shall promptly inform the controller if it is unable to comply with these clauses for any reason.

) The controller is entitled to terminate the Contract insofar as it relates to the processing of personal data in accordance with these clauses if:

- 1) The processing of personal data by the processor has been suspended by the controller in accordance with point (a) and compliance with these clauses is not restored within a reasonable period and, in any event, within one month from the suspension;
- 2) The subcontractor is in serious or persistent breach of these clauses or of its obligations under Regulation (EU) 2016/679;
- 3) The subcontractor does not comply with a binding decision of a competent court or competent supervisory authority/competent supervisory authorities regarding its obligations under these clauses or Regulation (EU) 2016/679.

c) The subcontractor is entitled to terminate the Contract insofar as it concerns the processing of personal data under these clauses when, after informing the controller that its instructions violate applicable legal requirements in accordance with clause 7.1(b), the controller insists that its instructions be followed.

d) Following the termination of the Contract, the processor shall, at the choice of the controller, delete all personal data processed on behalf of the controller and certify to the controller that it has done so, or returns all personal data to the controller and destroys existing copies, unless Union or national law requires retention for a longer period. The subcontractor continues to ensure compliance with these clauses until the deletion or return of the data.

SUBANNEX I

List of parties

Data Controller(s): Agence Française de Développement – 5 rue, Roland Barthes 75012 Paris
Contact address of the Data Protection Officer function: informatique.libertes@afd.fr

Subcontractor(s): Holder of this Contract

The subcontractor undertakes to transmit as soon as possible the contact details of its Data Protection Officer, if any.

SUBANNEX II

Description of the treatment:

The banking communication tool is an **intermediary payment processing tool** allowing AFD to:

- make reliable and secure personal data related to transactions,
- control and validate the payments,
- transmit the flows to the banking infrastructures for execution, while ensuring their traceability.

Categories of data subjects and processed data:

☒ Employees and assimilated	☒ Civil status, Identity, Identification data ☒ Professional life (CV, professional email address, professional training, academic background, etc.) ☒ Connection data (IP address, connection logs, etc.)
☐ Suppliers and service providers ☐ Partners ☐ Final beneficiaries	☐ Civil status, Identity, Identification data ☐ Professional life (CV, professional email address, professional training, academic background, etc.) ☐ Economic and financial information (income, financial situation, tax situation, etc.)

Nature of the treatment

Collection, recording, organization, structuring, adaptation or modification, consultation, use, communication by transmission, reconciliation or interconnection.

Purpose(s) for which the personal data are processed on behalf of the controller

The purpose of processing is to ensure the management, control, validation, security and transmission of payment operations initiated by AFD, **up to their execution via the banking network (SWIFT), the** traceability of operations as well as the maintenance operations of the tool.

Duration of treatment

Duration of this Contract.

For processing by subcontractors (further processors), the subcontractor will also specify the purpose, nature and duration of the processing.

SUBANNEX III

The Service Provider undertakes to take all necessary precautions to preserve the security and

confidentiality of the Data, and in particular to prevent it from being distorted, damaged or accessed by unauthorized third parties. The Service Provider undertakes to use, in the context of implementing data processing, exclusively AFD's computer tools and not to process personal data flows outside AFD's IT system without the express agreement of AFD.

ANNEX IV

List of declared subcontractors

To be completed if necessary by the candidate at the time of the call for tenders

The controller has authorised the use of the following processors:

1. Name: ...
Address: ...
Name, function and contact details of the contact person: ...

Description of the processing (including a clear delineation of responsibilities in case more than one sub-processor is allowed): ...

- ANNEX 3 – Declaration of subcontracting

Contracting Authority: French Development Agency

- Designation of the buyer:

- Person authorized to provide information regarding pledges or assignments of debts:

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

“ A document attached to the tenderer's offer.

“ A special act accepting the subcontractor and approving its payment conditions (*subcontractor presented after the award of the framework agreement*)

“ A special amending act: it cancels and replaces the subcontracting declaration of

Identification of the tenderer or Holder

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

Legal form of the individual tenderer, of the Holder or of the member of the group (individual enterprise, SA, SARL, EURL, association, public establishment, etc.) :

In the event of a temporary grouping of companies, identification and contact details of the group's representative:

Identification of the subcontractor

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

•

Legal form of the individual tenderer, of the Holder or of the member of the group (individual enterprise, SA, SARL, EURL, association, public establishment, etc.) :

Natural person(s) having the power to engage the subcontractor: (Indicate the name, first name and capacity of each person):

Is the subcontractor a micro, small or medium-sized enterprise within the meaning of the Commission recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises or an artisan within the meaning of Article 19 of the law of 5 July 1996 No 96-603 amended relating to the development and promotion of trade and crafts? (*Art. R. 2151-13 and R. 2351-12 of the Public Procurement Code*)

“ YES NO”

Nature of the subcontracted services

Nature of the subcontracted services:

Subcontracting of personal data processing:

(To be completed if applicable)

The processor is entitled to process personal data necessary for providing the following service(s):

.....

The duration of treatment is:

The nature of the operations performed on the data is:

The purpose(s) of the processing is (are):

The personal data processed are:

The categories of persons concerned are:

The Bidder/Holder states that:

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

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

Price of subcontracted services

Amount of subcontracted benefits:

In the case where the subcontractor is entitled to direct payment, the amount of the subcontracted services indicated below, adjusted if necessary by applying the price variation formula indicated below, constitutes the maximum amount of the sums to be paid by direct payment to the subcontractortreating.

a) Amount of the Subcontracting Agreement in the case of services not covered by b) below:

- VAT rate:
- Amount excluding tax (€):
- Amount including tax (€):

b) Amount of the Subcontracting Contract in the case of subcontracted works under article 283-2 nonies of the General Tax Code:

- VAT rate: self-assessment (the VAT is due by the Holder)
- Amount excluding VAT (€):

Price variation methods:

The Holder declares that his subcontractor meets the conditions to be **entitled to direct payment:**
(Art R. 2193-10 or Art R. 2393-33 of the Public Procurement Code)

“ YES NO”

Payment condition

Bank references:

- (Attach an IBAN)

IBAN:

BIC:

The subcontractor requests an advance:

“ YES NO ”

Capabilities of the subcontractor

- *(Note: this information is only required when the purchaser requires it and it has not already been submitted under DC2 - see section H of DC2.)*

Summary of the information and data, or documents, requested by the buyer in the consultation documents that must be provided, in the annex to this document, by the subcontractor to prove his ability to engage in the professional activity concerned, its economic and financial capacities or its professional and technical capacities:

TO COMPLETE

Where applicable, the internet address to which supporting documents and means of proof are accessible directly and free of charge, as well as all the information necessary to access them:

- Internet address:

- Information required to access it:

Certificates on the honor of the subcontractor regarding the exclusions from the procedure

The subcontractor declares on his honor ^(*) not to fall into one of the exclusion cases provided for in articles L. 2141-1 to L. 2141-5 or articles L. 2141-7 to L. 2141-10 of the Public Procurement Code ^(**)

In order to certify that the subcontractor is not in one of these instances of prohibition from bidding, check the following box: “

- *(*) When an economic operator is, during the procedure for entering into a Contract, placed in one of the exclusion cases mentioned in articles L. 2141-1 to L. 2141-5, articles L. 2141-7 to L. 2141-10 or articles L. 2341-1 to L. 2341-3 of the French Public Procurement Code, he informs the buyer without delay of this change of situation.*
- *(**) In the event that the subcontractor is admitted to the insolvency proceedings, his attention is drawn to the fact that he must prove that he has been authorised to continue his activities for the foreseeable duration of execution of the Public Contract.*

Evidence documents available online:

Where applicable, the internet address to which supporting documents and means of proof are accessible directly and free of charge, as well as all the information necessary to access them:

- *(If the address and information are identical to those provided above, simply refer to the relevant*

section.)

- Internet address:

- Information required to access it:

Assignment or pledge of claims resulting from the Public Contract

“ **1st hypothesis:** The present subcontracting declaration constitutes a **special act**.

The Holder establishes that no assignment or pledge of claims resulting from the Public Contract prevents direct payment to the subcontractor, under the conditions provided for in Article R. 2193-22 or Article R. 2393-40 of the Public Procurement Code.

As a result, the Holder produces with the DC4:

“ The single copy or certificate of transferability of the Public Contract that was issued to it,

OR

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

“ **2nd hypothesis:** The present subcontracting declaration constitutes a **special amending act**:

“ The Holder requests the modification of the single copy or the certificate of transferability, provided for in article R. 2193-22 or article R. 2393-40 of the Public Procurement Code, which is attached to this document;

OR

“ The single copy or the certificate of transferability that has been submitted for an assignment or a pledge of receivables and cannot be returned, the Holder justifies either that the assignment or pledge of claims concerning the Public Contract does not prevent direct payment of the subcontracted part, or that its amount has been reduced so that this payment is possible.

This justification is provided by a certificate or a release from the beneficiary of the Contract that is attached to this document. assignment or pledge of claims resulting from Acceptance and approval of the subcontractor’s payment conditions

A , the A , the

The subcontractor:

.....

The Bidder or Holder:

.....

The buyer’s representative, competent to sign the framework agreement, accepts the subcontractor and agrees its payment terms.

A , the

The buyer’s representative:

Notification of the special act to the Holder

In case of sending by registered letter with acknowledgment of receipt:

(Paste in this context the postal receipt notice, dated and signed by the Holder)

In case of delivery against receipt:

The Holder receives as notification a copy of this special act:

A , the

- **ANNEX 4 – Designation of co-contractors and distribution of benefits.**

Fill out a copy by co-processor:

Business name and legal name of the candidate:

.....

Address of the establishment:

.....

.....

Address of the registered office: *(if different from the establishment)*

.....

.....

Email address:

Phone:

Fax:

N° SIRET : APE :

Intracommunity VAT number:

Agree to receive the advance:

“ Yes

“ No

Bank references:

IBAN:

BIC:

Designation of the company	Services concerned	Amount HT (€)	VAT rate	Amount including tax (€)
Corporate name:				
Corporate name:				
Corporate name:				

Corporate name:				
Corporate name:				
	<i>Totals</i>			

- **ANNEX 5 – Pledge or assignment of receivables**

“ **Certificate of transferability** established (1) on the date of to
.....

OR

“ **Copy issued in a single copy** (1) to be handed over to the credit institution in case of assignment or pledge of debt of:

1 The entirety of the framework agreement whose amount is “(indicate the amount in figures and letters):

.....

.....

2 The totality of PO No..... pertaining to “the framework agreement (indicate amount in numbers and letters):

.....

.....

.....

3 The part of the services that the Holder does not plan to entrust to subcontractors benefiting

from direct payment is evaluated at "(indicate in numbers and letters):

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

4 The portion of benefits assessed at "(indicate amount in figures and letters):

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

and to be executed by

.....

in the capacity of:

" member of a business group

" subcontractor

A

le

Signature (2)