



PUBLIC MARKET FOR INTELLECTUAL SERVICES

Agence Française de Développement

5 Rue Roland BARTHES

75012 PARIS

SUBJECT: 2025 data collection of the EU-Guyana VPA impact monitoring framework

Contract No. ARB-2026-0167

Procurement procedure

Adapted open – Pursuant to Articles R. 2123-1 to R. 2123-7 of the Public Procurement Code

WARNING

This document may only be amended to add:

The identification of the Holder;

The "Price" article;

Any annexes.

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

Public institution with its registered office at PARIS XII - 5, rue Roland Barthes, registered in the Paris Trade and Companies Register under number B 775 665 599, represented by the Heads of the Group/Division ODA Purchasing Department, acting in accordance with the powers conferred on them for this purpose,

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

AND

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

After having reviewed 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, on the terms that make up my offer.
- I AFFIRM, under penalty of automatic termination of the contract, that I hold an insurance policy guaranteeing all the responsibilities I incur.
- I CONFIRM, under penalty of automatic termination of the contract, that the proposed subcontractors also hold insurance policies guaranteeing the responsibilities they incur.

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

☐ **Identity of the representative ⁽¹⁾: Madam/Sir**

☐ of the joint group

☐ attached to the joint grouping

undertakes, for all the grouped service providers designated in the attached annex, to provide the requested services under the conditions defined below;

Applicant's trade name and corporate name:

.....

Business address:

.....

.....

Address of the registered office: (if different from 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:

SIRET number (or equivalent registration number in the country concerned):

.....

EPA:

Intra-Community VAT number:

Bank references:

(Attach an IBAN)

IBAN:

BIC:

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

IT HAS BEEN AGREED AND WHAT FOLLOWS:

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1. Preamble

1.1 Presentation of the contracting authority

The Agence Française de Développement is a public industrial and commercial institution governed by banking law, as a finance 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 website: www.afd.fr

Within the framework of the contract, the contracting authority entrusts the performance of the contract to the holder, who accepts it. 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 recognized the need to promote respect for environmental and social standards recognised by the international community, including the fundamental conventions of the International Labour Organisation (ILO) and the international conventions for environmental protection.

1.2 Definitions

Acts of Corruption:

Designates the offences covered by articles 432-11, 433-1, 445-1 and 445-2 of the Penal Code.

Act of Fraud:

Means any unfair manoeuvre (action or omission), whether criminally punishable or not, 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.

Contract:

Designates this contractual document, formalizing the reciprocal commitments between the AFD and the designated Holder(s) at the end of the procurement procedure.

CCTP

Refers to the Special Technical Specifications of this Contract. It may be referred to hereinafter as the Terms of Reference (TDR).

Personal data:

Means any information relating to an identified or identifiable natural person.

Agreement:

Refers to concerted actions, agreements, express or tacit understandings or coalitions, including through the direct or indirect intermediary of a company of the group located in any country, particularly within the meaning of Article 420-1 of the French Commercial Code, where their purpose is or may be such as to prevent, restrict or distort competition on a market, in particular where they tend to:

- Restrict market access or the free exercise of competition by other enterprises;
- To prevent price-fixing through the operation of free market forces by artificially promoting their rise or fall;
- Limit or control production, markets, investment or technical progress;
- Allocate markets or sources of supply.

Confidential Information:

Means:

- All information, data, documents of any kind and regardless of their form or medium, including but not limited to any written document, note, report, document, study, analysis drawing, letter, listing, software or content of the data stored on a USB stick, specifications, figures, graphics, communicated by the Contracting Authority to the Holder within the framework of the Contract;
- The Contract (including any information obtained during its negotiation and/or execution) and more generally any information or document that the Holder may have obtained, directly or indirectly, in writing or by any other means, of the Contracting Authority for the purposes or in connection with the Contract, including without limitation all technical, commercial, strategic or financial information, studies, specifications, software, products;
- The Service (including reports, work, studies carried out in connection with the Service) and any related information.

Agent:

Designates the member of the Holder Group designated in this contract who represents all members of the Group vis-à-vis the Contracting Authority.

Staff:

Designates the staff of the Account Holder assigned by the latter to carry out the Service.

Service:

Means all tasks, activities, services, deliverables and services to be performed by the Holder under the Contract.

Outsourced Core Service Delivery:

The decree of November 3, 2014 (articles 10q, 231 et seq., and 253) and the Monetary and Financial Code define the essential outsourced services as follows:

- Banking operations, the issuance and management of electronic money, payment services and investment services for which the business has been licensed;
- Related operations;
- Services directly involved in the performance of the operations or services mentioned above;
- Any provision of services where a anomaly or failure in its exercise is likely to seriously affect the ability of the subject enterprise to comply on an ongoing basis with the conditions and obligations of its approval and those relating to the exercise of its activity, to its financial performance or the continuity of its services and activities.

Holder:

Designates the economic operator or, in the case of a Group, the Representative and any co-contractors, signing this Contract.

2. Subject of the Contract- General provisions

2.1 Contract Subject

This Contract defines the conditions under which the Contracting Authority entrusts to the Holder, who accepts it, the performance of the following services: Collection of 2025 data from the EU-Guyana VPA impact monitoring framework.

Place(s) of execution: GUYANA

2.2 General form of the Contract

This Contract is a lump-sum Contract

2.3 Subcontracting

The Holder may subcontract part of the Service under his sole responsibility, subject to obtaining the prior written agreement of the Contracting Authority.

The Holder remains fully responsible vis-à-vis the Contracting Authority for the performance of all services, including those carried out by its subcontractors.

As such, the Holder guarantees the Contracting Authority against any claim, damage or prejudice resulting from an act, fault or negligence of its subcontractors.

The Account Holder undertakes to ensure that any prospective subcontractor has professional civil liability insurance covering the risks related to the services entrusted to him (i.e. the share of his service),

Otherwise, the Holder remains responsible for the services subcontracted and must ensure that his own insurance covers the risks related to their execution.

The Holder must first obtain the prior written agreement of the Awarding Authority before any subcontracting under the following conditions:

- Notification to the Contracting Authority by the Holder of his intention to subcontract a part of the Service covered by the Contract, indicating the references of the envisaged subcontractor(s), a precise description of the part of the Service underprocessed, its amount, and the planned payment terms;
- The Contracting Authority shall have a period of fifteen (15) business days following receipt of the notification to notify the Holder in writing of its acceptance or refusal;
- In case of acceptance, the Holder will communicate as soon as possible to the Contracting Authority a copy of the corresponding subcontracting contract(s).

2.4 Modification of the contract - Review clause

The framework agreement may be modified 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 25 of the CCAG PI. These modifications and/or additions may not have the effect of changing the overall nature of the Contract and must be directly related to the subject matter of the contract.

During the term of the Contract, at the initiative of the holder or the buyer, modifications may be made to respond to regulatory or normative changes, technical or technological developments, or to take into account changes in the conditions for performing services.

In accordance with the provisions of Article L. 2194-1 of the Public Procurement Code, these modifications and/or additions may not have the effect of changing the overall nature of the Contract and must be directly related to the subject matter of the contract.

2.5 Similar benefits

Services similar to those under this Contract may be awarded to the same Holder by a contract entered into without prior advertising or competitive tendering under the conditions set out in Article R. 2122-7 of the Public Procurement Code.

3. Constituent parts of the contract

By derogation from Article 4.1 of the CCAG PI, in case of contradiction between the stipulations of the contractual documents of the Contract, they shall take precedence in the following order of priority:

- **This Contract and any annexes thereto;**
- **The specific technical specifications (C.C.T.P) and any annexes**, of which the original copy kept in the buyer's archives is the sole proof;
- **The general administrative clauses book for public contracts for intellectual services (CCAG PI)** approved by the order of March 30, 2021 (published in JORF no. 0078 dated April 1, 2021);
- **The Holder's offer;**
- **The special subcontracting acts and any amendments thereto**, subsequent to the notification of the contract.

4. Conditions for the performance of benefits

The services must comply with the stipulations of the contract.

The Contracting Authority will make available to the holder the documents in its possession necessary for the performance of the services and will facilitate, as appropriate, the obtaining from other competent bodies of information and intelligence that the holder may need.

The Holder must provide, within the framework of the execution of the Contract, all its know-how and skills for the performance of the Service. He will provide all the logistics and equipment necessary for the proper execution of the Service.

The Holder must perform the Service in a professional manner and in accordance with the rules of art.

4.1 Staff assigned to the mission

The Account Holder will assign the appropriate staff to carry out the various tasks necessary for the proper performance of the Service. The Holder shall communicate the names and professional qualifications of the

persons who will be responsible for the performance of the services.

The Account Holder may proceed with the replacement of one or more members of the Staff in the event that said member(s) fails to perform their duties, provided that (i) the qualifications of the person(s) proposed for the replacement are equivalent to or better than 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 Service, 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 all associated costs.

The Staff will intervene under the supervision, legal, hierarchical and disciplinary responsibility of the Holder. The Account Holder therefore undertakes to carry out all applicable formalities in accordance with current regulations, which are at the employer's expense, particularly as regards employment law, social security cover, and tax obligations. The Staff will in all circumstances be under the sole authority of the Holder and will be responsible for their activity exclusively and directly to the latter.

The Account Holder undertakes to take the necessary steps to ensure that the Staff is able to carry out their duties both in France and in the country where the assignment takes place. He will notably have to carry out the formalities relating to the administrative situation of the Staff, obtain visas and any necessary documents in light of local regulations. The Account Holder also undertakes to (i) have taken all necessary measures (insurance, mutuels, etc.) to assist the Staff in case of difficulties occurring locally, such as, for example, an evacuation for health or political reasons, and to (ii) to provide any technical assistance that the Staff may need as part of their mission.

4.2 CSR technical specifications and contract execution

4.2.1 Reduction of carbon emissions and energy consumption

As part of the execution of this contract, the Holder is required to implement one or more actions to reduce carbon emissions and energy consumption from the purchase, which may cover, but are not limited to, business travel, digital, and the holder's purchases related to the subject of the contract.

With regard to business travel, the consultant is invited to propose an approach for reducing travel emissions (rules applicable to travel, choice of modes of transport that emit less carbon when possible, etc.).

The contractor shall describe in his technical brief the measures taken with regard to the subject of the contract, and where appropriate the indicator(s) used to monitor them.

The Holder must communicate, at the request of the Contracting Authority, at the end of each calendar year and/or at the end of the contract, the result of the action(s) implemented.

4.2.2 Actions to promote quality of life at work

The holder will implement one or more actions for quality of life at work applicable to the subject of the contract.

The contractor shall describe in his technical report the actions promoting working conditions under the contract, as well as the associated indicator(s), if applicable.

The holder must specify for each action:

- Which lever does it relate to among the following: recruitment, equal pay/remuneration, training, working conditions, work-life balance, balanced representation of women and men in management and leadership

positions;

- The associated indicator(s), if applicable. (1/2 to 1 page maximum)

The Holder shall communicate, at the request of the Contracting Authority, at the end of each calendar year and at the end of the contract, the result of the action(s) implemented, including the associated indicators.

4.3 Security

The Holder undertakes to comply with all applicable security laws and regulations, and to take the measures required by him to ensure the safety of his staff, for which he is solely responsible.

The Contracting Authority is not responsible for the security of natural persons or personnel of legal entities to whom the Holder entrusts or delegates, in any way whatsoever, all or part of the performance of the Service(s).

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

Throughout the entire duration of the provision of the Service(s), and in particular prior to any travel by its staff, the Account Holder undertakes to obtain information from the French Embassy(s) in the country(ies) concerned ⁽¹⁾ on the security risks incurred and to make good use of the advice provided by their services. He undertakes to ensure that the natural or legal persons acting on his behalf in connection with the provision of the Service(s) comply with this obligation.

When the area(s) in which the Service is implemented becomes/become the subject of an orange or red zone classification by the French Ministry for Europe and Foreign Affairs during the execution of the contract, the Contractor undertakes to suspend its activities in the area(s) concerned and to forward its security documentation to a specialized external body, designated and financed by the Contracting Authority.

The external specialized body will carry out a review of it and forward its recommendations to the only holder, who will decide on the follow-up to be given under his sole responsibility. The external specialised body will send the Contracting Authority a certificate drawn up by it certifying the review of the submitted documentation. A new intervention in the area(s) concerned cannot be organised before the Contracting Authority receives this certificate.

The Holder is solely responsible for the decision to cancel or maintain the planned trips.

(1) If the holder is of French nationality. If this is not the case, delete "from the French Embassy(s) of the country(ies) concerned" and add "from consular or local authorities competent in view of their nationality in the country(ies) concerned".

4.4 Suspension on grounds of serious and imminent risk

In the event of a risk of serious and imminent injury to the physical integrity of its staff and any person acting on behalf of it, the Contractor may decide, without prior notification, to demobilize them from the area where this contract is being executed and/or from the hazardous area, and may immediately suspend all or part of the execution of this contract.

The Holder will inform the Contracting Authority without delay.

The Holder shall, within a maximum period of seven (7) days from its decision, justify in writing to the Contracting Authority that its decision was consistent with the terms of the first paragraph above. He will specify the reasons that led to his decision, the foreseeable consequences for the Contract, the proposed

measures to minimize these consequences and the costs incurred by this demobilization and/ or suspension. The amount of the reimbursable costs, resulting directly from this suspension, demobilization and/or remobilization of staff, less the amounts paid by the insurance of the Holder, as well as the reimbursement terms shall be determined jointly by the parties.

The Holder shall continue to fulfill his obligations under this contract and take all measures to minimize the consequences of the demobilization of staff or any other party concerned and any possible suspension of benefits. The parties shall determine, as necessary, any adjustments to this contract to ensure continued performance of the services.

In the event that the Contractor is permanently prevented from executing this contract, article 38.1 of the CCAG PI "Difficulties in executing the contract" shall be applied.

5. Duration of the Contract – Lead times - Renewal

5.1 Contract Duration

The duration of the Contract is set at 15 months.

It will start to run from the date of the contract notification.

5.2 Turnaround Times

The turnaround time for benefits is expected to be: 09 months.

5.3 Renewal

The contract will not be renewed.

6. Prices and price changes

The services covered by the Contract will be remunerated by applying the global and fixed amount specified below.

The amount of the flat offer includes all expenses necessary for the performance of the contract: visits, meetings, travel.

Amount of contract benefits over the overall duration of the contract

Total amount not including tax.	 €
VAT Amount	0%
Total amount excluding tax	 €

Amount of benefits in full

Amount excluding tax (in words) (€):

0% VAT Amount:

Amount including tax (in words) (€):

The amount of the offer includes all expenses necessary for the execution of the Contract under the conditions of the "Price Content" article below.

In the case of a consortium, the detailed breakdown of the services and tasks to be performed by each of the members of the consortium and the amount of the contract awarded to each are set out in the attached annex.

6.1 How the Contract Is Priced

The price of this contract is deemed to be established on the basis of the economic conditions defined in *the article Price variation* below.

6.2 Price Content

By way of derogation from Article 10.1.3 of the CCAG PI, all amounts listed in this contract are deemed to include all reasonably foreseeable constraints on the performance of the services covered by the contract, all expenses resulting from the performance of the services, so that the contracting authority does not have to pay anything extra.

The price includes, in particular, salaries, all premiums, insurance, indemnities, social charges, and any taxes inherent to the market, overhead costs, salaries, all bonuses, indemnities, social charges, etc. , overhead costs: preparation, participation and reporting on working meetings and feedback, collection of data needed for studies from the various departments, anticipation and alerting of the AFD in case of delays, secretariat costs, insurance, reproduction and distribution of deliverables, small office equipment necessary for work (computer, printer, etc.) and any on-site offices.

Mission expenses are included in the lump-sum global price of benefits, even if the amount provided for service costs and mission expenses are clearly separate.

Mission expenses, which would arise from the postponement or rejection of benefits, are the responsibility of the holder.

6.3 Regarding mission expenses

6.3.1 Rules applicable to transport

Prices are stated in terms of origin (headquarters/service provider's branch) and destination (AFD branch involved in the assignment).

The most direct and cost-effective travel solution should be offered in every case.

Consultants must plan their assignments as best as possible to allow the reservation of transport tickets at advantageous rates.

Regarding air transport, the default travel conditions are those corresponding to the Economy class of the airlines. Business travel can be done in Business class when one of the following conditions is met:

- the journey has a travel time (take-off from the origin airport - landing at the destination airport) exceeding 10 hours;

- the trip is made at night;
- if there is no flight at the Economy or Premium fare for the period over which the transfer must absolutely be made (with prior written approval from the AFD)

Flights on companies listed in the European Commission's airline blacklist are prohibited for business trips with AFD (black companies listed).

The transport costs will be reimbursed in real terms within the limit of the price indicated in the financial annex, and within the framework of the indications mentioned above.

6.3.2 The per diem

The per-diems will be reimbursed at the actual amount of the quantities consumed and within the limits indicated in the corresponding financial annex (DPGF).

In all cases, the following information applies:

The per diem covers accommodation, meals, transport costs within the mission area and miscellaneous expenses.

The amount of daily per diem may not exceed the scale established by the European Union (https://international-partnerships.ec.int/funding-and-technical-assistance/guidelines/managing-project/diem-rates_fr).

Travel for the purpose of a mission should be considered as part of the mission.

N.B.: Travel undertaken by the expert with a view to his mobilization and demobilization, as well as for leave, cannot be considered as working days or as a mission and will not give rise to the payment of daily allowances.

➤ **Plane tickets**

Any PCR test fees for travel to or from the place of employment, as well as any visas, are included in the cost of air tickets.

Any PCR tests and other self-tests outside this case will not be covered by the contracting authority.

Air ticket prices will be economy class, round-trip tickets and will be reimbursed in real terms within the limit of the package indicated in the financial annex.

6.4 Price change

The market prices are firm and final

The prices of this contract are deemed to be established on the basis of the economic conditions in the month in which the tender is submitted by the contractor.

This month is called "month zero".

7. **Advance**

The payment of an advance is not provided for in this Contract.

8. Retention money

No security deduction will be made.

9. Settlement of accounts to the holder

9.1 Terms of payment of the price

9.1.1 Payment of the price

The amount of this contract shall be invoiced as follows:

- First payment: 20% upon the discount and validation by the prescribing service of deliverable 0 "Launch report",
- Second payment: 20% upon the discount and validation by the prescribing service of deliverable 1 "Secondary and primary data analysis and gap assessment report",
- Third payment: 20%: upon the discount and validation by the prescribing service of deliverable 2 "Implementation/activity report",
- Fourth payment: 40%: upon the discount and validation by the prescribing service of deliverable 3 "Final analytical report and consolidated data set 2025".

The final payment will be made within a maximum of 30 (thirty) days from the date of receipt of the invoice by the Contracting Authority, subject to confirmation by the user service that the services have been properly performed.

9.1.2 Payment Requests

The payment request shall be dated and shall include, as appropriate:

- the market references;
- the amount of services received, established in accordance with the terms of the contract, excluding VAT and, where applicable, reduced by any reductions, or the amount of services corresponding to the period in question;
- the breakdown of lump-sum prices and the details of unit prices;
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding taxes, their amount including tax as well as, if applicable, the price variations established before tax and including tax
- in the case of a joint grouping, for each economic operator, the amount of services provided by the economic operator;
- the application of price updates or revisions;
- where applicable, allowances, bonuses and deductions;
- any penalties for delay;
- 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.

9.1.3 Transmission of payment requests

The submission, transmission and receipt of electronic invoices are done outside the Chorus Pro billing portal.

Invoices are sent electronically to e-Sud Développement, the administrative and financial operator of the EU VPA FLEGT programme, at the following address communicated only to the holder of the contract.

The Consultant's invoices are drawn up in the name of the Agence Française de Développement (AFD) and must include the following items:

Establishment:	ESTABLISHMENT OF THE FRENCH DEVELOPMENT AGENCY
SIRET:	77566559900129
Market Number:	ARB-2026-0167
Project number:	CZZ311801A

9.2 Regulations in the case of joint and several contractors

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

In the case of a joint and several grouping, separate payments will be made to each co-contractor, if the distribution of payments is identified in an annex to this Contract.

The representative of the grouping indicates in each payment request that he transmits to the Contracting Authority, the distribution of payments for each co-contractor.

The acceptance of a settlement with each of the solidary co-contractors shall not call into question the solidarity of the co-contractors.

9.3 Payment deadlines

The time available to the Contracting Authority or its representative to proceed with the payment of the final partial payments and the balance is set at 30 days from receipt of the request for payment.

9.4 VAT

This Contract is not subject to French Value Added Tax (VAT).

It is recalled that the contract may be exempt from French value-added tax when:

- the market finances a cooperation project for the benefit of a country outside the European community,
- the provision consists of information, consulting, study or research services,
- the result of the services is communicated to the country concerned and

- the intervention framework of the service is oriented in such a way as to highlight the certain benefit of the service for the country concerned.

The AFD considers that the contract meets the above-mentioned conditions allowing the Holder to avail itself of the exemption

9.5 Default interest

Failure to pay advances, deposits, partial final payments or the balance within the period set by the Contract entitles you to interest on arrears, calculated from the day after the expiry of said period (or the deadline provided for in the Contract) until the principal payment date included (Article R. 2192-32 of the Public Procurement Code).

The rate of interest on arrears 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 as at the first day of the half-year of the calendar year during from which interest on arrears began to accrue, increased by eight percentage points.

The amount of the lump-sum allowance for recovery costs is set at 40 euros.

10. Penalties

10.1 Procedures for applying penalties

By way of derogation from Article 14 of the CCAG PI, the penalties defined in the following articles are applied.

The settlement of penalties shall not prevent the termination by right, and without compensation, of the Contract to the fault of the Holder in case of fault or non-performance of its obligations. Penalties are only due in the event of damage attributable exclusively to the selected Holder.

The penalties are cumulative and not liberating, they do not prejudice any claims for damages to which the Contracting Authority may be entitled.

The payment of penalties does not exempt the Holder from performing its contractual obligations.

The amount of the penalties will be deducted by the Contracting Authority from the amount of the balance to be paid, and any surplus, if any, must be returned by the Holder to the Contracting Authority at its first request.

10.2 Late penalties

The documents to be submitted by the holder within a deadline set by the contract must be sent by the holder by any means that allows proof of their date of receipt by the Contracting Authority.

By derogation from section 14.1.1 of the CCAG PI, the procedures for applying late payment penalties are as follows:

Any delay in execution that has not been expressly approved by the AFD may result in late payment penalties payable by the Service Provider in the amount of 150 euros per calendar day of delay.

These penalties apply after receipt of the formal notice sent by email by the AFD to the Service Provider, which has not been followed up. In this case, the starting point for these late payment penalties starts from the first day of delay observed.

In accordance with Article 14.1.2 of the CCAG PI, the total amount of late payment penalties may not exceed

10% of the total excl. tax amount of the Contract.

By derogation from Article 14.1.3 of the CCAG PI, the Holder shall not be exempted from penalties whose total amount does not exceed €1,000 excluding tax for the entire Contract.

10.3 Other penalties

10.3.1 Penalties for breach of security or confidentiality obligations

The duty of confidentiality is an essential obligation of this Agreement.

The violation of security measures or the obligation of confidentiality set out in Article 5 of the CCAG PI is such as to result in the termination of this Contract for serious misconduct under the terms of Article 39 of the CCAG PI and exposes the Holder to the following penalties (by way of derogation from Section 14.2 of the EMPA-IP):

In the event of non-compliance with security and protection rules for Confidential Information not involving Personal Data: application of a flat penalty of between 0.5% and 1% of the executed amount of the Contract on the date of establishment of the generating event;

In the event of non-compliance with security and protection rules for confidential information involving Personal Data: application of a flat penalty of between 1% and 2% of the executed amount of the Contract on the date of establishment of the generating event.

10.3.2 Penalties for execution at the expense and risk

The contracting authority may have a third party perform all or part of the services provided for by the contract, at the holder's own expense and risk under the conditions of Article 27 of the CCAG PI.

10.3.3 Penalties for absence

In addition, a penalty of €100 excluding tax will be applied for absence from a meeting called by the AFD that the service provider was invited to attend or any meeting or exchange that the service provider is required to attend due to their assignment.

The AFD may waive these penalties if the Service Provider justifies the reasons for their absence and if the AFD considers the reasons acceptable.

10.3.4 Penalties for insufficient quality of benefits

The Service Provider remains solely responsible for any errors and/or omissions that may be noted in its work, and he is required at all times to start over or complete the parts that are refused by the Person Responsible for the Contract without it being possible for him to claim additional remuneration to that provided.

10.3.5 Penalties for execution at the expense and risk

The contracting authority may have a third party perform all or part of the services provided for by the contract, at the holder's own expense and risk under the conditions of Article 27 of the CCAG PI.

11. Termination of the service

Insofar as technical parts are provided for in the Contract and in accordance with Article 22 of the CCAG PI, the buyer reserves the right to stop performance of the services at the end of each of these technical parts without compensation.

By way of derogation from Article 22 of the CCAG PI, in the event that the stoppage of the performance of the service at the end of a technical phase is temporary, it does not entail the termination of the contract. In other cases, the judgment entails termination of the contract. The decision taken specifies whether the judgment is temporary or final.

12. Admission – Completion of the mission

Upon receipt of the deliverables, the Awarding Authority will have 15 working days to approve or not the deliverables. If the Contracting Authority wishes to amend the deliverable, it will communicate its comments on these deliverables to the Holder no later than 15 working days after their receipt. The Holder will have 7 business days to take these comments into account and propose a new version of the deliverable. This process may be renewed as long as the Contracting Authority is not satisfied with the deliverables.

The deliverable will only be validated by a decision of the Awarding Authority.

13. Insurance – Liability

In accordance with Article 9 of the CCAG PI, the Holder must take out insurance to guarantee their liability towards the Contracting Authority and Third Parties, victims of accidents or damage caused by the performance of services in their own name and/or on behalf of any subcontractors.

Furthermore, according to the form of any grouping:

- In the case of a joint group: civil and/or professional liability insurance will cover the services performed by each member (including any subcontractors).
- In the case of a joint and several group: civil and/or professional liability insurance will cover the services performed by all members (including any subcontractors).
- The specific case of the joint and several representative of the joint group: the representative's insurance must cover all the services covered by the contract (including any subcontractors).

By way of derogation from Article 9.1 of the CCAG PI, the Holder must justify - before the notification of the Contract that he is the holder of these insurance contracts, by means of a certificate establishing the extent of the guaranteed liability.

At any time during the performance of the contract, the Holder must be able to produce this certificate upon request from the buyer and within fifteen days of receipt of the request.

The Account Holder undertakes to verify that any subcontractors have civil and/or professional liability insurance with sufficient guarantees to cover the subcontracted service.

14. Intellectual Property – Use of Results

14.1 Background and standard background

The provisions of Articles 33 and 34 of the CCAG PI will be applicable to the contract.

14.2 Performance management system

By way of derogation from Article 35 of the CCAG PI, the Awarding Authority provides for the following conditions:

14.2.1 Transfer of copyright

The Holder exclusively assigns to the Contracting Authority the rights to the Service, as well as any element that is part or all of it. It irrevocably assigns to the Contracting Authority, on an exclusive basis for the whole world and for the legal duration of the copyright, the exploitation rights, representation, reproduction and adaptation for commercial and/or non-commercial purposes that it holds or will hold on the reports, works, studies and documents carried out under the Service (hereinafter the "Transfer").

More specifically, the Assignment includes rights:

- to use, reproduce, store, distribute, communicate, perform, translate, exploit, disseminate, represent the Service;
- for promotional, commercial or non-commercial, public or private purposes and in particular but not exclusively, on the occasion of exhibitions, information operations or public relations);
- in a partial or complete manner on any medium, current or future, and in particular paper, optical, digital, magnetic or any other computer, electronic or telecommunication medium.

The Transfer is carried out as and when the reports, studies, studies and documents produced by the Service Provider under the Service are completed.

The Service Provider also acknowledges to the Contracting Authority the right to transfer to any third party its right to use the reports, works, studies and documents produced by the Service Provider under the Contract.

14.2.2 Transfer Guarantees

Throughout the duration of the Transfer, the Holder (i) undertakes not to distribute the Service on any medium whatsoever without the agreement of the Contracting Authority and (ii) guarantees the peaceful enjoyment of the ownership of the rights thus transferred to the Contracting Authority against any disturbance, claims and evictions of any kind whatsoever. In particular, it guarantees that it has regularly acquired all the rights, particularly intellectual property rights, necessary for the Transfer.

Consequently, the Holder guarantees the Contracting Authority against any action, claim, demand or opposition from any person invoking a right of intellectual property in particular or an act of competition and/or parasitic to which the Assignment would infringe.

The Holder guarantees that the Service does not contain anything that could constitute a violation of the laws and regulations in force, particularly with regard to defamation and insult, privacy and image rights, breach of morality, counterfeiting or plagiarism.

14.2.3 Remuneration of the Transfer

The price of the Transfer is definitively included in the remuneration of the Contract. The Holder acknowledges that he is aware of this and will not be able to claim any additional amount under the Transfer.

15. Supplementary clauses

15.1 Receivership or judicial liquidation

The following provisions shall apply in the event of legal redress or judicial liquidation.

The judgment instituting reorganisation or judicial liquidation shall be notified immediately to the contracting authority by the holder of the contract. The same applies to any judgment or decision that may affect the performance of the contract.

The contracting authority shall send a formal notice to the administrator or liquidator asking whether it intends to require performance 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 supervisory judge has expressly authorized the latter here to exercise the option provided for in Article L622-13 of the Commercial Code.

In the event of a negative response or no response within one month from the date of sending of the formal notice, termination of the contract shall be pronounced. This period of one month may be extended or shortened if, before the expiry of the said period, the judge has granted the administrator or liquidator an extension, or has given him a shorter period.

The termination takes effect on the date of the decision of the administrator, liquidator or holder to waive further performance of the contract, or on the expiry of the one-month period mentioned above. It does not entitle the holder to any compensation.

15.2 Declaration and obligations of the Holder

15.2.1 Declaration by the Holder

The necessary authorizations under the Contract and the insurance relating to the Service will be borne by the Service Provider. The Service Provider declares that it will take out, maintain and ensure that its Staff has insurance covering all risks related to the performance of the Service. The Service Provider will provide the AFD, at its request, with the corresponding insurance certificate(s).

The Service Provider states:

- that he has obtained from the competent authorities all the necessary authorizations to carry on his activity.
- that it has all the necessary authorizations for the validity of the Contract and the performance of the obligations arising therefrom;
- 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 Service Provider must provide the following documents upon signing the Contract, then regularly depending on the validity period of each document:

- The valid document certifying the effective registration of the structure (extract K-bis or equivalent)

- A tax certificate issued by the competent authorities certifying that the Holder is up to date with their tax obligations;
- A certificate issued by the competent authorities certifying that the Holder is up to date with their social obligations;
- A valid certificate of civil and/ or professional liability insurance.
- The list of names of foreign workers outside the EC or posted, jobs through 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 – a tool for collecting certificates that the Contracting Authority has acquired.

15.2.2 Obligation of 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.

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

The Holder therefore undertakes not to disclose, directly or indirectly, in part or in full, the Confidential Information without the Contracting Authority's express, prior and written consent, to keep confidential any information or document obtained under the Contract and not to communicate to third parties on the tasks entrusted to it without prior, express and written authorization of the Contracting Authority.

At the end of the Contract, the Holder undertakes to destroy any manual or computerized files storing the information entered.

15.2.3 Powers of the Holder

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

15.2.4 Integrity clause

The Holder declares and undertakes to:

- have not committed any act likely to influence the competitive tendering process, and in particular that no agreement has been reached and will not be reached;
- what the negotiation, signing and execution of the Contract have not yielded, do not give rise to, and will not result in, an Act of Corruption and/or an Act of Fraud.

15.2.5 Personal data

As part of the Service, the Data Controller may be required to process personal data within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as the General Data Protection Regulation ("GDPR") and of Law No. 78-17 of 6 January 1978, as amended, known as the "Data Protection Act" (hereinafter referred to as "the Data"), on behalf and under the responsibility of the Contracting Authority. Therefore, the Holder would act as a "subcontractor" of the Contracting Authority, within the meaning and under the conditions described in article 60 of the Data Protection Act and 28 of the GDPR.

Also, if applicable, the Holder undertakes to:

- not to use the Data for purposes other than those necessary for the implementation of the Service and not to make any copy of the Data other than strictly within the framework of the execution of the Contract,
- respect the principle of relevance and proportionality of the personal data processed and, consequently, to collect/process only the Data strictly necessary for the provision of the Services. In any case, the Holder undertakes to act only on written and prior instructions from the Contracting Authority, which may, spontaneously or at the request of the Holder, specify in writing the categories of personal data likely to be processed for the performance of the Service,
- do not proceed with any transfer of the Data to states outside the European Economic Area, within the meaning of Articles 44 et seq. of the GDPR, without the prior written consent of the Contracting Authority.

Subcontracting

The Data Controller undertakes not to subcontract to third-party companies all or part of the Services involving participation in the implementation of Data processing, unless it has obtained the prior written agreement of the Contracting Authority. If the Contracting Authority accepts the proposed subcontracting, the Holder undertakes to enter into a contract with its identified subcontractor containing the same obligations regarding the protection of Data as those currently agreed.

The Data Controller shall, at the first request of the Contracting Authority, justify the contractual commitments of any third-party Data Controller involved in the processing of the Data, if necessary by providing the relevant contractual documents.

Security, privacy and auditing

The Holder undertakes to treat the Data with the strictest confidentiality. The Holder manages, within the framework of his responsibilities, the internal organization of his company and defines the logical, physical and organizational measures capable of responding to the specific instructions of the Awarding Authority and, more broadly, to the requirements for protecting Data against any unauthorized access, misuse, fraudulent use or loss. The Holder must immediately inform the Contracting Authority if the measures implemented do not meet or no longer meet these requirements.

The Holder must immediately report to the Contracting Authority any control measures or access requests made by authorities duly authorized for this purpose, such as the services of the CNIL or the judicial police.

These obligations of confidentiality and security of the Data remain valid after the end of the Contract as soon as the Holder continues to store or access the Data. These obligations will only end on the day when the Holder ceases to access and/or store the Data.

In accordance with the provisions of Article 28 of the GDPR, the Contracting Authority must ensure compliance with the security and confidentiality measures implemented by the Holder. The Awarding Authority is therefore authorized, directly or through any person it has appointed for this purpose, to:

- request any useful information from the Holder justifying the implementation of security and confidentiality measures (checks on documents),
- to monitor at the place of activity of the Holder or its subcontractor the effectiveness of the implementation of these measures (on-site inspections).

The Contracting Authority may carry out an on-site inspection mission once a year, at the premises of the Holder, during normal office hours, without disrupting the operation of the Holder's business. In addition to this annual inspection mission, the Contracting Authority may request any ad hoc inspection mission in case of a security breach at the Data Controller affecting the confidentiality, integrity or security of the Data, whether intentional or accidental. in particular any infringement, loss, theft, unauthorized access, disclosure, destruction, alteration of Data (hereinafter "Data Breach").

The Contracting Authority must respect the Data Controller's operational processes and notify 72 hours before any visit, specifying the scope of the inspection, except for ad hoc inspections following a Data Breach.

The Awarding Authority undertakes to do its utmost to assist the authorised person during inspections and to allow him access to the premises as well as to the relevant equipment. The Data Controller undertakes to provide, at the request of the Contracting Authority, the information required for the purpose of enabling the Contracting Authority to carry out an on-site or documentary inspection of the conditions under which the Data is processed and to hand over any related documentation.

Notification of Data Breaches by the Holder

The Data Controller undertakes to inform the Contracting Authority without delay, as soon as it becomes aware of the occurrence of any Data Breach. The Holder undertakes, if necessary, to provide, in conjunction with this information, all necessary elements to the Awarding Authority (or any person expressly designated by it) to assess the risks and impacts of the Data Breach and allow it to make all relevant decisions.

In agreement with the Contracting Authority, the Holder shall implement without delay all appropriate measures to prevent any further Data Breach.

The notification of Data Breaches to the Contracting Authority by the Holder and their management are an integral part of the Services and will not give rise to additional invoicing.

In the event that the applicable regulations impose on the Contracting Authority, in its capacity as data controller, an obligation to notify the CNIL services, the Holder will provide any assistance to him in order to enable him to make said notification within the applicable period.

In the event that an information of the persons concerned is necessary, this communication will be carried out according to a schedule and content determined by the Contracting Authority (if necessary in consultation with the competent control authority).

Power of instruction of the Contracting Authority

The Contracting Authority has extensive rights to issue all directives, particularly with regard to the nature, scope and methods of processing the Data. The instructions given by the Contracting Authority must be in writing and may not give rise to a request for additional remuneration by the Holder.

As part of his obligation to provide advice, the Holder must inform the Contracting Authority without delay if he believes that a directive is contrary to French and European regulations relating to the protection of personal data.

At the end of his assignment, the Data Controller shall, at the choice of the Contracting Authority, either hand over to the Contracting Authority the Data in its possession or delete them immediately and entirely, subject to the application of legal provisions that prevent the complete deletion of the Data. The same applies to copies for automatic backup purposes.

The deletion will, if necessary, be recorded in a report with an indication of the date. A copy of these minutes will be sent to the Awarding Authority.

Rights of data subjects

Any request for information from the Data Controller made by a person concerned by the processing of Data, within the meaning of Article 4 of the GDPR will be immediately forwarded to the Data Protection Officer of the Contracting Authority or any other person expressly designated by the Contracting Authority. The same applies to any request for access, rectification or opposition. The Holder shall provide the Contracting Authority with all necessary assistance to enable it to comply with these requests within the statutory deadlines.

Formalities

The Data Controller must collaborate with the Contracting Authority and provide it with all necessary information so that it can establish and update the list of automated processing operations provided for by Article 47 of the Decree of 20 October 2005 or, More broadly, carry out all the necessary formalities prior to processing, including impact assessments, requests for authorization, or prior consultation with the CNIL.

Proof of treatment compliance

The Holder undertakes to keep and make available to the Contracting Authority all relevant documentation proving that the processing of Data carried out by the Holder on behalf of the Contracting Authority has been carried out in accordance with the commitments made under the Contract as well as any specific instructions from the Contracting Authority.

The Holder undertakes to keep said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which the Contracting Authority's liability may be incurred due to the terms and conditions under which the Data is processed by the Holder. The Holder may nevertheless release himself in advance from this obligation by submitting said documentation to the Contracting Authority as soon as the Contract ends.

Management of the Contracting Authority's suppliers

As part of the administrative management of its suppliers, the Contracting Authority implements a processing of personal data likely to concern the staff of the Holder, who therefore has, in accordance with the Data Protection Act, a right of access, rectification and opposition. These rights are exercised directly with the IT and Liberties Correspondent of the AFD group, notably by email to the following address: informatique.libertes@afd.fr.

15.3 Obligations of the Contracting Authority

To enable the Holder to carry out his work, the Awarding Authority will ensure that:

- make available to the Holder all the elements it holds and necessary for the knowledge of the problem with a view to carrying out the Service;
- to facilitate the Holder's contact with the persons in the Contracting Authority concerned by the Service.

15.4 Miscellaneous

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

All notices, reports and other communications relating to the Contract shall be delivered or sent to the respective domiciles of the Parties mentioned at the beginning hereof. They shall become effective upon receipt at this address or at any new address duly notified in writing to the other party.

Any modification of the terms and conditions of the Contract, including changes made to the nature or volume of the Service or to the amount of the Contract, must be subject to a written agreement between the Parties.

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

16. Audit

The Contracting Authority reserves for itself, or for the Prudential Control and Resolution Authority (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 context of ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public record authority as well as for the persons designated by them the right to carry out any

audit of the Supplier. This audit could:

- Aim to verify compliance by him with his contractual obligations, the conditions governing the performance of services and/or the holder's performance, as well as the applicable regulatory requirements;
- Relate to personal data, the details of which are specified in the article entitled "Personal data for this contract";
- To allow the exercise of ACPR's supervisory and resolution powers, 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 possibly appointed by them, the unconditional right to inspect and audit the way in which the service provider fulfils the applicable contractual and regulatory requirements. In this context, the contracting authority, the ACPR and third parties mandated by them will have full access to all relevant business premises (headquarters, operations centers, etc.), to all equipment, relevant systems, networks, information and data used to provide the service, including related financial information, as well as staff members and external auditors of the service provider 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 service provider's premises in order to assess the effectiveness of the measures and processes implemented with regard to cybersecurity and internal ICT security.

In the case of subcontracting, duly authorised by the contracting authority, the service provider shall ensure that the subcontractor grants the contracting authority and the ACPR the same contractual rights of access and audit as those granted by the service provider.

This audit may be carried out at any time at the discretion of the Contracting Authority, including once the contract has been completed, up to a maximum duration of five (5) years.

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 this 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 respect, the Contracting Authority may appoint an independent expert, not competing with the Holder, who must sign a confidentiality agreement.

The Holder undertakes to collaborate with the Contracting Authority or its representative as well as with the ACPR and to facilitate their audit by providing them with all necessary information and responding to all their requests related to this audit, within the authorized limits of the check 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 permitted contractual limits.

Throughout the duration of the Contract and during the period of fiscal prescription after its termination, the Holder undertakes to keep at the disposal of the Contracting Authority and its appointed auditors all accounting documents and other documents relating to the services covered by the contract.

The Holder undertakes to maintain a complete and accurate record of invoices and all associated documentation related to the preparation of these invoices.

These archives include (but are not limited to):

- 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 sole and proven possession of the Holder, audits will then be conducted on the premises of the Holder and must comply with business hours, to the customs and safety rules in force in the premises in question. The Contracting Authority may enter the premises of the Holder after having notified its request in writing and giving 72 hours' notice.

The cost of this audit shall be borne by the contracting authority, except where such audit reveals a breach by the Holder.

17. 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 Holder undertakes to ensure reversibility and to do everything legally and humanly to enable the Contracting Authority, on the date of termination of the Contract, to resume or have a third party resume the service covered by this Contract, in the most coordinated way possible and under the most economical conditions for the Contracting Authority, and in particular allowing the continuity of the service, which is the subject of the contract, with a minimum of interruptions. Also for this purpose, after the termination of the Contract and during a transition period of 3 months, the Holder will continue to provide the service before it is fully and effectively taken over by the Contracting Authority or by a new provider designated by it.

Upon termination of the Contract, for whatever reason, the Holder shall keep at the disposal of the Awarding Authority any document that may be necessary 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 Holder undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even occasional, made by the Contracting Authority or by the Holder designated by it to resume the service covered by this Contract.

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

- if the reversibility results from a termination or cessation of the Contract, following a fault or a failure on the part of the Holder, or if it results from a non-renewal at any date of the Contract 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 the termination of the Contract in the context of shared damages, the costs of assistance to the Reversibility are shared by half,
- if the reversibility results from any other reason for interruption of this Contract, the reversibility assistance services provided by the Holder are invoiced to the Contracting Authority in full.

In this context, the Holder undertakes to:

- to return, in an honest, usable and agreed format, all data belonging to the Contracting Authority as well as 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 shall not subexternalise the Service or transfer the data to a third party without the prior written consent of the contracting authority and shall refrain from any measure having the effect of impeding the contracting authority's access to the data belonging to it. In the event of a voluntary interruption of its commercial activities related to the Service, the Holder undertakes to notify the Contracting Authority at least 3 times in advance and to ensure the reversibility of the outsourcing of the Service.

18. Contract Termination

Articles L 2195-1 and following of the public procurement code as well as Articles 36 to 42 of the CCAG PI will be applied with the following details:

18.1 Termination at the fault of the holder

The Contracting Authority may, after formal notice has remained unsuccessful within the specified period, and subject to a prior notice of not less than fifteen (15) days, terminate the contract at the fault of the Holder under the conditions set out in Article 39 of the CCAG PI.

More particularly, and in a non-exhaustive manner, the contracting authority reserves the right to terminate the contract in case of:

- repeated non-performance or poor-quality performance of operational expectations and requirements;
- repeated application of the penalties provided for in Article "Penalties" of this Contract, without any significant improvement having been made;
- Repeated reports of service rejections or postponements, in accordance with the provisions for service verification and validation operations in the Admission - Completion article of this Contract;
- non-compliance with the provisions of the appendix to this "Security" Contract.

The breaches referred to above must be previously noted by the parties in the Steering Committee.

The Contracting Authority also reserves the right to terminate the contract with the Holder when:

- the latter no longer has the mandatory certifications and approvals required for the provision of the Service;
- When the handling, management or security of confidential information and personal or sensitive data presents weaknesses such as integrity, security, confidentiality or fair handling of such information and data appear compromised.

This termination for fault is without prejudice to other actions, notably criminal, which would be engaged in this case against the Holder.

In case of termination for misconduct:

- Articles 27 and 39 of the CCAG PI are applied with the following details: the contracting authority may have a third party perform the services provided for in the contract at the expense and risk of the holder under the conditions defined in Article 27 of the CCAG PI. The termination decision will expressly mention this;
- The Holder is not entitled to any compensation;
- By way of 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.

- The Holder indemnifies the contracting authority for all costs and/or damages incurred and suffered by the contracting authority as a result of the termination of the contract directly or indirectly, and in particular if applicable, the costs borne by the contracting authority as a result of the replacement of the Holder by a new service provider.

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.

In addition to Article 39 of the CCAG PI, in case of non-production within 8 days of the acceptance of a second or higher subcontract submitted by the sub-contractor standing guarantee of tier 1 and above for the personal and joint and several surety guaranteeing the payment of all amounts owed by them to the second-tier subcontractor and above, and after formal notice from the first-tier subcontractor and above and from the holder of the contract, remained without effect within a period set at 8 days, the contract will be terminated at the owner's fault, without the latter being entitled to compensation and, if necessary, with performance of the services at his own expense and risk.

18.2 Termination for reasons of public interest

In the event of termination for reasons of public interest, or at the request of the ACPR, the termination indemnity is set at 5% of the amount committed excluding market value-added tax, less the unrevised amount excluding VAT of the accepted services.

18.3 Termination for failure to comply with formalities relating to the fight against illegal work

In accordance with Articles L 8222-1 and D 8222-5 of the Labor Code and Article 15.2 "Declaration by the service provider," the Service Provider must provide, upon signing the Contract, and then regularly according to the validity period of each document, the documents every six (6) month, and until the end of the execution of the Contract, the following documents:

- a certificate of provision of social declarations issued by the social protection agency responsible for collecting social contributions, incumbent on the Service Provider and dated less than six (6) month; this certificate must bear the mention of the payment of social security contributions and levies, which must show the identification of the company, the number of employees employed and the basis of remuneration declared on the latest summary of social security contributions sent to the collection agency;
- an extract from the registration in the Trade and Companies Register] or [a copy of the identification card proving registration in the trades directory] or [a receipt for filing a declaration with a business formalities center];
- a sworn statement issued by the Service Provider certifying the provision of pay slips to its employees in accordance with French regulations[2].

Pursuant to Article L 8222-6 of the Labor Code, the AFD reserves the right to impose a penalty on the Service Provider who fails to comply with the formalities mentioned in Articles L 8221-3 to L 8221-5 of the Labor Code relating to concealed work by concealment of activity and concealment of salaried employment.

Without prejudice to Articles L. 8222-1 to L. 8222-3, any legal entity governed by public law that has entered into a contract with an enterprise, informed in writing by a control agent of the irregular situation of this enterprise with regard to the formalities mentioned in Articles L. 8221-3 and L. 8221-5, immediately enjoined the company to put an end to this situation without delay. The undertaking thus placed under formal notice

shall, within two months, provide the public entity with proof that it has brought the tortious situation to an end. Otherwise, the contract may be terminated without compensation, at the contractor's expense and risk. The legal entity governed by public law shall inform the reporting agent of the action taken by the company to comply with its order. For failure to comply with the obligations arising from the first and third paragraphs of this article or, in the event of continuation of the contract, if proof of the termination of the tort situation has not been provided to him within a period of six months following the formal notice, the legal person governed by public law is jointly and severally liable with its co-contracting party for the payment of the amounts mentioned in Article L. 8222-2, under the conditions set out in Article L. 8222-3.

19. Disputes

In the event of disputes between the parties, Article 43 of the CCAG PI shall apply.

French law alone is applicable.

In case of dispute, the competent court is the Administrative Tribunal of Paris.

20. Provisions applicable in the case of foreign holders

French law alone shall be applicable to this contract.

All reports, documentation and correspondence relating to this contract must be written in French, or may be written in English with the agreement of the Contracting Authority.

21. Derogations from general documents

By way of derogation from Article 1 CCAG PI, the derogations from the provisions of said CCAG are not summarized in this article but are expressly indicated as you read it.

22. Signature of the candidate

The candidate is reminded that signing 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 publicize and enforce 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 authorized representative or of each member of the group:

23. Acceptance of the offer by the Contracting Authority

The subcontractors proposed in the subcontracts annexed to this Contract are accepted as being entitled to direct payment and the payment terms indicated are approved.

This offer is accepted as a deed of engagement.

A

The

The Contracting Authority

24. Annex: Subcontracting declaration

Annex to the Single Contract (CU)

Awarding Authority: Agence Française de Développement

- Buyer Designation:

.....
.....

- Person authorized to provide information on pledges or assignments of claims:

.....
.....

Subject of the contract

Subject of the consultation: Data collection for 2025 from the EU-Guyana VPA impact monitoring framework

Purpose of the contract: Data collection from 2025 for the EU-Guyana VPA impact monitoring framework

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

☐ A document attached to the tenderer's tender.

☐ A special act accepting the subcontractor and approving its payment terms (*subcontractor presented after the contract has been awarded*)

☐ 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), e-mail address, telephone and fax numbers, SIRET number:

.....
.....

.....

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

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

In the event of a temporary grouping of undertakings, identification and contact details of the representative of the grouping:

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

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), e-mail address, telephone and fax numbers, SIRET number:

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

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

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

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

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

Is the subcontractor a micro, small or medium-sized enterprise within the meaning of the Commission's recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises, or a tradesperson 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? (*Articles R. 2151-13 and R. 2351-12 of the Public Procurement Code*)

☐ YES ☐ NO ☐

Nature of subcontracted benefits

Nature of subcontracted benefits:

.....

Subcontracting of personal data processing:

(To be completed if applicable)

.....

.....

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

.....

The duration of treatment is:

The nature of operations performed on 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 provides sufficient guarantees for the implementation of technical and organizational measures to ensure the protection of personal data;

☐ The subcontracting contract includes the mandatory clauses provided for in Article 28 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, and repealing Directive 95/46/EC (GDPR).

Price of subcontracted services

Amount of outsourced 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 to be paid by direct payment to the subcontractor.

(a) Amount of the subcontract in the case of services not covered by (b) below:

- VAT rate:

- Amount excluding tax (€):

- Amount incl. tax (€):

b) Amount of the subcontracting contract in the case of subcontracted works covered by Article 283-2 nonies of the General Tax Code:

- VAT rate: self-assessment (VAT is due by the holder)

- Amount excluding VAT (€):

Terms of price variation:
.....

The holder states that its 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 payment:

☐ YES ☐ NO ☐

Capacities 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, as an annex to this document, by the subcontractor to prove his ability to carry out the professional activity concerned, its economic and financial capacities or its professional and technical capacities:

Identical to the holder

Where applicable, the internet address at which supporting documents and evidence may be accessed directly and free of charge, as well as all information required to access them:

- Internet address:
.....

- Information required to access it:

Sworn statements by the subcontractor regarding exclusions from the procedure

The subcontractor declares on his honor ^(*) not to fall into any of the exclusions 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 cases of prohibition from bidding, check the following box: ☐

() When an economic operator is, during the procedure of awarding a contract, placed in one of the cases of exclusion 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 Code de la commande publique, he shall inform the buyer without delay of this change in situation.*

*(**) In the event that the subcontractor is admitted to the judicial reorganization proceedings, its attention is drawn to the fact that it will have to prove that it has been authorized to continue its activities for the foreseeable duration of the performance of the public contract.*

Evidentiary documents available online:

Where applicable, the internet address at which supporting documents and evidence may be accessed directly and free of charge, as well as all information required 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 pledging of claims resulting from the public contract

☐ **First hypothesis:** This subcontracting declaration constitutes a **special act**.

The holder establishes that no assignment or pledge of claims resulting from the public contract prevent direct payment to the subcontractor, under the conditions provided for in Article R. 2193-22 or Article R. 2393-40 of the Code de la commande publique.

Consequently, the holder submits with DC4:

☐ The single copy or certificate of transferability of the public contract that has been issued to it,

OR

☐ A certificate or release from the transferee of the assignment or pledge of receivables.

☐ **Second hypothesis:** This subcontracting declaration constitutes a **special amending act**:

☐ The holder requests the amendment of the single copy or the certificate of cessibility, 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 certificate of assignability that has been submitted with a view to an assignment or pledging of claims and cannot be returned, the holder proves either that the assignment or pledging of claims relating to the public contract does not prevent direct payment of the subcontracted part, or that its amount has been reduced in order for this payment to be possible.

This justification is provided by a certificate or release from the beneficiary of the assignment or pledging of claims resulting from the contract, which is attached to this document.

Acceptance and approval of the subcontractor's payment terms

A , the A , the

The subcontractor:

The bidder or holder:

.....

.....

The buyer's representative, who is competent to sign the contract, accepts the subcontractor and approves its payment terms.

A , the

The buyer's representative:

Notification of the special act to the holder

If sent by registered letter with acknowledgment of receipt:

(Paste in this context the postal acknowledgment of receipt, dated and signed by the holder)

In the case of delivery against receipt:

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

A , the

25. Annex: Designation of co-contractors and distribution of benefits.

Annex to the Single Contract (CU)

Complete one copy per co-contractor:

Applicant's trade name and corporate name:

.....

Business address:

.....

.....

.....

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

.....

.....

.....

Email address:

Phone:

Fax:

N° SIRET: APE:

Intra-Community VAT number:

Agree to receive the advance:

☐ Yes

☐ No

Bank references:

IBAN:

BIC:

Designation of the company	Benefits concerned	Amount Excluding tax (€)	VAT rate	Amount incl. tax (€)
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
	Totals			

26. Annex: Pledging or assignment of receivables

☐ **Certificate of transferability** issued (1) dated to

OR

☐ **Copy issued in a single copy** (1) to be given to the credit institution in case of assignment or pledging of claim for:

1 The total contract amount of ☐ (indicate amount in figures and words):

.....

2 The entire purchase order no. relating to ☐ the contract (indicate the amount in figures and letters):

.....

3 The part of the services that the holder does not intend to entrust to subcontractors benefiting from direct payment is estimated at ☐ (indicate in figures and words):

.....

4 The portion of benefits assessed at ☐ (indicate amount in figures and words):

.....

and to be executed by

.....

in the capacity of:

☐ member of a business group

☐ subcontractor

A le

Signature (2)

(1) Check the box that corresponds to your choice, either an ecommerce certification or a copy issued in a single copy
(2) Original date and signature

27. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF
THE EXECUTION OF SERVICE CONTRACTS

Service Contract

Summary

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Definitions

- The Contract

Refers to the service contract to which this annex is attached.

- The Client

Designates the AFD, party to the Contract.

- The Service Provider

Designates the service provider party to the Contract.

- Information system

All the hardware, software, methods and procedures and, if necessary, personnel required 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 Login

Refers to a connection that provides remote access to the Client's information system from an infrastructure that does not belong to it.

General

The Client regularly uses service providers, who may have access to the Information as part of the performance of their services. It is therefore necessary to regulate such access to the Information as well as its use, and to define the security rules applicable to service providers.

The purpose of this annex 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 provisions of this Annex 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 Client shall make available to the Service Provider its information security documentation (policies, procedures and rules) necessary for the execution of the contract. The Service Provider undertakes to take cognizance of the documentation provided by the Client 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 supporting documents 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 logistics services provided by the Client.

The Service Provider undertakes to inform the Client in writing, and as soon as possible, of any change made to the list provided for in the above paragraph and to propose any changes it deems necessary regarding the nature or scope of access to the Information. It is the responsibility of the Client to formally notify the Service Provider of their agreement to 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 Client.

The Service Provider is informed that the Client handles information covered by banking professional 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 terms of professional secrecy governing its profession.

The Client 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 to the services to be carried out under the Contract. This is to protect their respective information from unauthorized access, modification or destruction.

As part of the implementation of its security policy and procedures, the Client has the right to record and supervise any activity carried out by the Service Provider in execution of the Contract. As such, the Service Provider's staff and its subcontractors are subject to the same controls as the Client's staff.

The Client 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 they are granted access to the sites and/or the Client Information.

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

Access Control

The Service Provider undertakes to access only the Information strictly necessary for the performance of its mission. Access to the Information, services and infrastructure granted to the Service Provider is limited to the minimum necessary for the performance of its services under the Contract. The Service Provider will inform the Client as soon as possible if it discovers an error in the allocation of access that prevents it from fulfilling its mission or exceeds the scope of its mission.

Access to the computer system and/or the Client's premises are issued by name to persons acting for the Service Provider in connection with the execution of the Contract.

Access may be permanently subject to protection mechanisms and recorded. For the purposes of protecting and controlling access to its Information, the Client does not limit itself to the protection mechanisms put in place by the Service Provider. The Client gives, controls and revokes the Service Provider's access to the premises and the Information necessary for the performance of the services. As such, the Service Provider is informed that its staff acting under the contract may, at any time and without prior notification, be subject to security controls based on the traces registered on the Client's IS.

If it is necessary to give access to classified information level

"CONFIDENTIAL" or higher level or at the premises of the Client 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 Service Provider, documented and implemented.

To access the Client's information system, the Service Provider must exclusively use the computer equipment made available by the Client, unless the Client has previously authorized the Service Provider in writing to use other means of access.

Remotely connect to the client's network

Any remote connection to the Client's network must be made through a computer system or an access portal made available to the Service Provider by the Client. The Customer may, without prior notice or justification, interrupt, refuse or expand a remote connection to his network. Client terminates remote connection to network when no longer required.

The remote connection to the Client's network is permanently logged and archived for memory.

Risk assessment

Upon the Client's decision, the service may be subject to an assessment in order to determine the risks regarding the security of the Information. This assessment mainly concerns the possible consequences for the Client of any breach of the availability, integrity, confidentiality and chain of transmission of its Information used within the framework of the service.

Final provisions

Failure to comply with this safety appendix constitutes a breach of the Contract that may justify its termination without penalty for the Client.

In addition, a delay or postponement resulting from the Service Provider's failure to comply with safety regulations and the measures taken by the Client to remedy it, pursuant to this Annex, may not be invoked by the Service Provider to request any extension of the deadlines for performance of the Contract's services, to which the Service Provider remains bound, or any exemption from penalties.

This security appendix may be reviewed by the Client every year and modified if necessary without penalty or additional cost.

28. Annex - GDPR

AGREEMENT ON THE SUBCONTRACTING OF PERSONAL DATA

BETWEEN:

[Designation]

[Company form] in the capital of [capital], whose registered office is located at [head office], entered in the Trade and Companies Register of [city] under number [RCS number]

Represented by [legal representative] in his capacity as [officer]

Hereinafter referred to interchangeably as "[XXX]" or "the Subcontractor"

On the one hand,

AND:

AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), Public Industrial and Commercial Establishment, with headquarters in PARIS XII - 5, rue Roland Barthes, registered with the Paris Trade and Companies Register under number B 775 665 599

Represented by [to be completed]

Hereinafter referred to interchangeably as "AFD" or "the Data Controller"

On the other hand

The above companies are individually or together hereinafter referred to as "the Party or Parties".

THE FOLLOWING IS STATED BEFOREHAND:

[Present the context of the service]

XXX was chosen by the AFD to provide it with the service of [Specify], under the charges and conditions as defined in a separate contract, referenced as [Complete], signed at [Complete] on [Complete], hereinafter referred to as "the Main Contract".

As part of the services provided under the Main Contract, the Subcontractor is required to process personal data on behalf of the AFD insofar as it concerns information relating to identified or identifiable natural persons, directly or

indirectly (hereinafter referred to as the "Data"). Pursuant to the regulations on personal data protection, including Articles 28 and following of the General Data Protection Regulation (hereinafter "the Regulation"), XXX is considered as sub-dealing with the AFD and can therefore only act on its instructions, which must in particular specify to its subcontractor, by contractual means, the latter's obligations.

In this context, the Parties came together to agree on the following.

IT WAS DECIDED AND AGREED AS FOLLOWS:

1. Purpose of the Convention

This agreement (hereinafter referred to as the "Agreement") determines the conditions under which the Data Processor undertakes to process the Data entrusted by the Controller in the context of providing the services defined in the Main Contract.

The Agreement is an integral part of the Master Contract.

2. Description of the treatment being subcontracted

The Processor is authorized to process on behalf of the Data Controller the Data insofar as they are necessary for the provision of the services defined in the Main Contract.

The processing thus carried out by the subcontractor, on behalf of the AFD, meets the following characteristics:

Nature of the operations performed on the Data:

[Delete, among the following proposals, actions not included in the processing carried out by the Subcontractor: collection, registration, organization, structuring, preservation, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, reconciliation or interconnection, limitation, erasure or destruction]

Purpose(s) of the processing:

[Complete with the objectives pursued by the treatment in question]

Categories of personal data processed:

(Check relevant boxes)

- ☐ Civil status, Identity, Identification data
- ☐ Personal life (lifestyle, family situation, etc.)
- ☐ Professional life (CV, professional email address, professional training, academic background, etc.)

- ☐ Economic and financial information (income, financial situation, tax position, etc.)
- ☐ Login data (IP address, login logs, etc.)
- ☐ Location data (travel, GPS, mobile data, etc.)
- ☐ Other

If sensitive data is also processed:

(Check relevant boxes)

- ☐ Data revealing racial or ethnic origin
- ☐ Data revealing political opinions
- ☐ Data revealing religious or philosophical beliefs
- ☐ Data revealing union membership
- ☐ Genetic data
- ☐ Biometric data
- ☐ Data concerning health
- ☐ Data concerning life or sexual orientation
- ☐ Data on criminal convictions and related offences or security measures

Categories of data subjects:

(Check relevant boxes)

- ☐ Employees
- ☐ Candidates
- ☐ Suppliers and service providers
- ☐ Visitors
- ☐ Prospects
- ☐ Partners
- ☐ Other

Data retention periods:

[Specify the life cycle of the Data]

3. Power of instruction of the Data Controller

The Processor is required at all times to comply with the instructions of the Controller on the execution of the Agreement and the processing of Data. The Data Controller retains a general right of instruction as to the nature, scope and method of processing of the Data, which may be supplemented by specific instructions, including those resulting from Article 2 hereof. The Data Processor may only transmit Data to third parties with the prior written consent of the Controller.

4. Transfer of data outside the European Economic Area

In the context of processing Data on behalf of the AFD, the Processor undertakes not to carry out any transfer of said

Data outside the European Economic Area, within the meaning of the applicable regulations, unless it obtains the prior express consent of the Controller.

As an exception to the above, if the Subcontractor is required to transfer the Data to a third country in the European Economic Area or to an international organization, under the law of the Union or the law of the member state to which it is subject, he must inform the Data Controller of this legal obligation before processing, unless the law concerned prohibits such information for important reasons of public interest.

5. Obligations of the Subcontractor vis-à-vis the Data Controller

The Subcontractor undertakes to:

- to process the Data only for the sole purpose(s) that is/are the subject of the subcontracting and in accordance with the documented instructions of the Data Controller;

If the Processor considers that an instruction constitutes a violation of the Regulation or any other provision of Union law or the law of the Member States relating to data protection, he shall immediately inform the Controller;

- guarantee the confidentiality of the Data processed under this contract;
- ensure that the persons authorised to process Personal Data under this contract:
 - undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
 - receive the necessary training on personal data protection.
- take into account, with regard to its tools, products, applications or services, the principles of data protection by design and default data protection.
- Provide the data controller with all relevant information and support for the implementation, if necessary:
 - data protection impact assessment;
 - prior consultation with the competent supervisory authority;

6. Use of third-party providers by the Subcontractor

[Choose between option A or option B]

Option A (specific authorization)

The Data Processor may subcontract all or part of the Data Processing services to third parties (hereinafter "Subcontractor") only after obtaining prior and specific written consent from the Data Controller.

If the Controller accepts the proposed subcontracting, it is up to the original Subcontractor to ensure that the Subcontractor subsequent processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European data protection regulation. The Subcontractor also undertakes to enter into a contract with the subsequent Subcontractor, including the same obligations regarding the protection of Data as those agreed herein between the Controller and the Subcontractor.

When the Processor uses a subsequent subcontractor, the Controller has the right to audit and control the latter, in accordance with the terms of this Agreement.

The Processor shall, at the first request of the Controller, justify the contractual commitments of any subsequent Processor involved in the processing of Data, if necessary by providing a copy of the relevant contractual documents.

Option B (general authorization)

The Subcontractor may use a third party (hereinafter, "Subcontractor") to carry out specific processing activities of the Data for the provision of services defined under the Main Contract. In this case, he shall inform the Data Controller beforehand and in writing of any changes envisaged regarding the addition or replacement of subsequent Subcontractors. This information must clearly indicate the outsourced processing activities, the identity and contact details of the subsequent Subcontractor and the duration dates of the subcontracting.

This information will be considered validly provided that it has been made to the AFD's DPO at the following email address:

informatique.libertes@afd.fr

The Data Controller has a minimum period of 15 business days from the date of receipt of this information to present its objections. This subcontracting can only be carried out if the Data Controller has not issued an objection within the agreed period.

If the Controller accepts the proposed subcontracting, it is up to the original Subcontractor to ensure that the Subcontractor subsequent processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European data protection regulation. The Subcontractor also undertakes to enter into a contract with the subsequent Subcontractor, including the same obligations regarding the protection of Data as those agreed herein between the Controller and the Subcontractor.

When the Processor uses a subsequent subcontractor, the Controller has the right to audit and control the latter, in accordance with the terms of this Agreement.

The Processor shall, at the first request of the Controller, justify the contractual commitments of any subsequent Processor involved in the processing of Data, if necessary by providing a copy of the relevant contractual documents.

7. Duration of the contract

This contract shall enter into force upon signature and shall remain in force throughout the entire period of validity of the Main Contract.

8. Rights of persons

Insofar as the Subcontractor would be required to collect all or part of the Data directly from the persons said to be concerned, within the meaning of the applicable regulations, it undertakes to provide such persons, at the time of this collection, information in accordance with its wording, format and medium, the written instructions of the Data Controller.

Any request made by a data subject to the Processor will be immediately forwarded to the Data Protection Officer of the Controller, at the following address:

informatique.libertes@afd.fr

The Subcontractor undertakes to provide the Data Controller with all necessary assistance to enable it to process and, where appropriate, comply with these requests within the legal timeframe.

9. Technical and organizational measures (MTO)

It is the responsibility of the Data Controller to ensure that the Subcontractor provides sufficient guarantees regarding the implementation, by the Subcontractor, appropriate technical and organisational measures in order to ensure that the processing meets the requirements of the Regulation and guarantees the protection of the rights of the data subject.

Therefore, the Data Processor has detailed in writing to the Controller all the technical and organizational measures implemented to ensure the confidentiality and security of the Data. These measures are detailed in the annex "MTO" of this Convention. The Subcontractor undertakes to maintain these measures for the entire duration of the Main Contract.

Technical and organisational measures depending on the progress and development of the technology, the Subcontractor may be required to take alternative appropriate measures within the framework of this Agreement. These do not require the prior written consent of the data controller unless they guarantee a level of security at least equivalent to the measures described in annex 1 "MTO". [< REVERSO]

Ces modifications devront néanmoins faire l'objet d'une notification au Responsable de traitement dans les plus brefs délais.

10. Notification des violations de données par le Sous-traitant

Pour rappel, une «violation de données à caractère personnel» est une violation de la sécurité entraînant, de manière accidentelle ou illicite, la destruction, la perte, l'altération, la divulgation non autorisée de données à caractère personnel transmises, conservées ou traitées d'une autre manière, ou l'accès non autorisé à de telles données.

Le sous-traitant notifie au responsable de traitement toute violation de données à caractère personnel dans un délai maximum de deux jours ouvrés après en avoir pris connaissance. Cette notification ne pourra être valablement effectuée que dans la mesure où elle sera réalisée par courriel à l'adresse suivante :

#DPO_notification@afd.fr

Cette notification doit être accompagnée de toute documentation utile afin de permettre au Responsable de traitement, si nécessaire, de notifier cette violation à l'autorité de contrôle compétente.

Cette documentation comprendra les éléments suivants :

- la description de la nature de la violation de données à caractère personnel y compris, si possible, les catégories et le nombre approximatif de personnes concernées ainsi que le volume de données compromises ;
- tous éléments nécessaires au Responsable de traitement (ou personne désignée par celui-ci) pour évaluer les risques et impacts de cette Violation des Données et lui permettant de prendre toutes décisions et mesures utiles quant à sa gestion et suites à donner ;
- la description des mesures prises ou que le Sous-traitant propose de prendre pour remédier à la violation de données à caractère personnel, y compris, le cas échéant, les mesures pour en atténuer les éventuelles conséquences négatives.

Le Sous-traitant doit informer le Responsable de Traitement dans tous les cas où le Sous-traitant ou des personnes que celui-ci a employées contreviennent aux dispositions relatives à la protection des Données ou aux instructions du Responsable de Traitement.

Le Sous-traitant s'engage à informer sans délai, dès qu'il en a connaissance, le Responsable de traitement de toute faille de sécurité affectant la confidentialité, l'intégrité ou la sécurité des Données, intervenue de manière volontaire ou accidentelle, notamment toute atteinte, perte, vol, accès non autorisé, divulgation, destruction, altération des Données (ci-après « Violation des Données »).

La notification des Violations des Données au Responsable de traitement par le Sous-traitant et leur gestion font partie intégrante des prestations issues de l'exécution du Contrat Principal et ne donnera pas lieu à facturation complémentaire.

Dans l'hypothèse où le Responsable de traitement et le Sous-traitant seraient tous deux soumis à une obligation de notification à une autorité de contrôle (notamment auprès de la CNIL concernant les violations de données personnelles), une coordination sera assurée entre les Parties par le Responsable de traitement quant à la cohérence du contenu et aux délais des différentes notifications.

Dans l'hypothèse où une information des personnes concernées s'avèrerait nécessaire, cette communication s'effectuera selon un calendrier et un contenu déterminé par le Responsable de traitement (et le cas échéant en concertation avec l'autorité de contrôle compétente).

En accord avec le Responsable de Traitement, le Sous-traitant doit prendre les mesures appropriées pour prévenir toute nouvelle violation des Données.

11. Pouvoirs de contrôle du Responsable de Traitement

Le Responsable de Traitement est autorisé à effectuer des visites de contrôle sur le lieu d'activité du Sous-traitant avant le début du traitement puis par intervalles réguliers afin de vérifier que les mesures techniques et organisationnelles mises en œuvre par le Sous-traitant, telles que déclarées dans l'Annexe 1 « MTO » sont effectivement mises en œuvre.

Le Responsable de traitement se réserve la possibilité de réaliser ces missions de contrôle lui-même ou de mandater un expert à cette fin, à sa charge.

Il est convenu que les visites de contrôle s'effectueront comme suit :

Le Responsable de traitement pourra diligenter une fois par an une mission de contrôle sur place, dans les locaux du Sous-traitant. Outre cette mission de contrôle annuelle, le Responsable de traitement pourra diligenter toute mission de contrôle ad hoc en cas de violation de données chez le Sous-traitant affectant l'intégrité, la confidentialité ou la sécurité des Données.

Le Responsable de Traitement doit respecter les processus opérationnels du Sous-traitant et, dans la mesure du possible, prévenir 48 heures avant toute visite en précisant le périmètre du contrôle.

Le Sous-traitant s'engage à faire son maximum pour assister la personne mandatée par le Responsable de Traitement lors des contrôles et à lui donner l'accès aux locaux ainsi qu'aux équipements pertinents.

Le Sous-traitant s'engage à fournir sur demande au Responsable de Traitement les informations requises aux fins de permettre un contrôle effectif du Responsable de Traitement des modalités de traitement des Données et à rendre disponible la documentation s'y rapportant.

11. Sort des Données et documentation utile

Au terme de la durée de Convention, le Sous-traitant doit, au choix du Responsable de traitement :

- Restituer à l'AFD toutes les Données, collectées et produites dans le cadre de la fourniture des prestations, conformément aux instructions du Responsable de Traitement. Cette restitution doit s'accompagner de la destruction

de toutes les copies existantes dans les systèmes d'information du Sous-traitant.

OU

- Supprimer définitivement toutes les Données.

La suppression sera consignée dans un procès-verbal avec indication de la date. Une copie de ce procès-verbal sera transmise au Responsable de Traitement.

La documentation constituée aux fins de prouver la conformité du traitement des Données avec les instructions du Responsable de traitement et les obligations résultant des présentes, doit :

- soit être conservée au-delà du terme de la présente Convention, en respectant les durées de prescription légales
- soit être remise au Responsable de Traitement à la fin du Contrat Principal.

12. Délégué à la protection des données et registre des activités de traitement

Dans la mesure où le Sous-traitant aurait désigné un Délégué à la protection des données, il s'engage à en communiquer le nom et les coordonnées au Responsable de traitement.

Par ailleurs, le Sous-traitant déclare tenir par écrit un registre de toutes les catégories d'activités de traitement effectuées pour le compte du Responsable de traitement, comprenant l'ensemble des informations requises en application de l'article 30 (2) du Règlement.

13. Dispositions finales

Toute modification de la présente Convention doit faire l'objet d'un avenant signé par les représentants habilités des Parties. Aucun accord verbal ne sera pris en considération.

Si une quelconque stipulation de la présente Convention venait à être considérée comme invalide en totalité ou en partie, la validité et le caractère exécutoire des autres stipulations ne seront en aucune manière affectés ou altérés. Dans une telle éventualité, les Parties se rencontreront pour convenir du remplacement stipulation concernée par une stipulation valide respectant au mieux l'esprit et l'économie générale du contrat, ainsi que la volonté des Parties.

L'Annexe 1 MTO (Mesures Techniques et organisationnelles) et l'Annexe 2 font partie intégrante de la Convention et, par conséquent, du Contrat Principal.

En cas de contradictions entre la présente Convention et le Contrat Principal, les dispositions de la présente Convention prévaudront.

Fait le [Insérer date], en deux exemplaires originaux, dont un pour chaque Partie.

Pour [NOM DU PRESTATAIRE] Pour AFD

ANNEXE MTO A LA CONVENTION DE SOUS-TRAITANCE DE DONNEES A CARACTERE PERSONNEL

Le Prestataire s'engage à prendre toutes précautions utiles pour préserver la sécurité et la confidentialité des Données,

et notamment empêcher qu'elles soient déformées, endommagées, ou que des tiers non autorisés y aient accès. Le Prestataire s'engage à mettre en place :

- (i) des mesures de sécurité physique visant à empêcher l'accès aux locaux aux personnes non autorisées (contrôles d'identité, gestion des habilitations permettant de limiter l'accès aux locaux aux seules personnes ayant besoin d'y accéder dans le cadre de leurs fonctions et de leur périmètre d'activité) ;
- (ii) des mesures de sécurité logique visant à protéger les informations hébergées et traitées (architectures de filtrage et de protection réseau, renforcement de la protection des serveurs et postes de travail, authentification des collaborateurs pour leur conférer des profils d'utilisation conformes au principe de moindre privilège et respectant le besoin d'en connaître, mesures renforcées pour l'accès aux fonctions de gestion des données et d'administration du système d'information) ;
- (iii) des protocoles de gestion des habilitations associés à des dispositifs permettant de tracer l'ensemble des actions réalisées sur le système d'information dans le cadre d'opérations de support et de maintenance ;
- (iv) un contrôle continu des journaux des systèmes et des applications et de leur fonctionnement associé à des procédures permettant la détection et le rapport des incidents impactant les Données.