

SERVICE FRAMEWORK CONTRACT**No.: 26-AC4307****AWARD DATE:**

This Contract is subject to the French Public Procurement Code in its latest version in force as enacted by Order No. 2018-1074 issued on 26 November 2018 and its Implementation Decree No. 2018-1075 issued on 3 December 2018 constituting the regulatory aspects of the Public Procurement Code ("CCP").

It is awarded by means of adapted procedure in application of Articles L. 2123-1 and R. 2123-1 to R. 2123-7 of CCP.

Purchase orders under a framework contract are defined within the meaning of Articles R. 2162-1 and R.2162-14 of CCP.

FRAMEWORK AGREEMENT (SPECIAL CONDITIONS)

EXPERTISE FRANCE SAS

Adress : 40, boulevard de Port-Royal – 75005 PARIS, FRANCE

A simplified joint-stock company with share capital of €828,933 registered under the following numbers:

- Siret no.: RCS 808 734 792 00035
- Intra-community VAT number: FR36 808734792

represented for the signature of this framework contract by Mr. Jérémie PELLET, Chief Executive Officer.

Of the first part, and

Full official name ¹	
(hereafter referred to as the “Contractor”),	
Official legal form	
Full official address	
Statutory registration number	
Vat registration number	

represented for the signature of this framework contract by:

Person authorised to sign this contract (the “Contract”) on behalf of the Contractor	
Name ²	Surname (in capitals): First name:
Function	
Contact details	Telephone (direct line): E- mail:

¹ In the case of a consortium operating under joint and several liability, this section must be completed by the group’s representative

² In the case of a joint offer, only one person is authorized to sign (representative duly designated by all of the bidders they represent).

FRAMEWORK AGREEMENT (SPECIAL CONDITIONS)

Composition of the consortium³	
Full official name⁴	
Official legal form	
Full official address	
Statutory registration number	
VAT registration number	
Contact	Contact person: Telephone (direct line): E- mail:

Of the second part.

The parties identified above and hereinafter collectively referred to as the “Contractor” shall be jointly and severally liable vis-à-vis EXPERTISE FRANCE for the performance of this framework contract.

The implementation of this framework contract takes place in the context of the cooperation project (hereafter the “Main Contract”) dated 04/11/2024 covering “*Project Support Unit*”.

³ This section is to be completed if the candidate is submitting a joint bid on behalf of a consortium (delete if the bid is submitted by a single candidate).

⁴ In the case of a consortium, this section must be completed by the lead firm.

HAVE AGREED,

on the special **conditions** and **general conditions of the framework contracts** and the following annexes:

- Annex I –** Specifications
- Annex II –** Contractor's Bid & CV
- Annex III –** Sworn declaration
- Annex IV –** Purchase Order template
- Annex V –** Financial Offer (non-attached)

which form an integral part of this framework contract (hereinafter referred to as the "FWC").

- The terms set out in the special conditions shall take precedence over those in the other parts of the FWC.
- The terms set out in the general conditions shall take precedence over those in the model purchase order and model specific contract.
- The terms set out in the model purchase order and model specific contract shall take precedence over those in the other annexes.
- The terms set out in the tender specifications (Annex I) shall take precedence over those in the contractor's bid (Annex II).
- The terms set out in the framework contract shall take precedence over those in the purchase orders and specific contracts.
- The terms set out in the requests for services shall take precedence over those in the specific tenders.

I – SPECIAL CONDITIONS

ARTICLE I.1 – OBJECT

- I.1.1** The object of the FWC is International Finance Expert, supporting finance department at the Country Office in Papua New Guinea.
- I.1.2** Signature of the FWC imposes no obligation on Expertise France to purchase. Only performance of the FWC through purchase orders or specific contracts is binding on Expertise France.

ARTICLE I.2 – ENTRY INTO FORCE AND TERM

- I.2.1** The FWC comes into force on its award date.
- I.2.2** Under no circumstances may performance commence before the effective date of the FWC. Execution of tasks and deliveries of supplies may under no circumstances begin before the date on which the purchase order or specific contract enters into force.
- I.2.3** The FWC is entered into for a term of 4 months from its award date. Unless provided for otherwise, all periods stipulated in the FWC are calculated in calendar days.
- I.2.4** Purchase orders must be signed by Expertise France before expiry of the FWC.

Specific contracts must be signed by both parties before expiry of the FWC.

After its expiry, the FWC shall remain in force with regard to purchase orders and specific contracts. They must be executed within six months of its expiry.

I.2.5 Renewal of the FWC⁵

The FWC may be tacitly renewed up to 3 times, up to 48 months, under the same conditions, unless written notification to the contrary is sent by Expertise France to the Contractor at least three months before expiry of the period stated in Article I.2.3. Such renewal shall not modify or defer the applicable obligations.

⁵ The total term of the FWC may not exceed four years unless in exceptional circumstances, notably justified by the object of the FWC.

ARTICLE I.3 – PRICING

I.3.1 The maximum amount of the FWC is ninety-nine nine hundred ninety-nine (99,999) euros. However, this must in no way be construed as a commitment by Expertise France to make purchases in the maximum amount.

This FWC does not specify a minimum amount. Expertise France is therefore not committed to any minimum level of purchase within the scope of the FWC.

The details of the unit prices are set out in the following unit pricing schedule.

Units	Daily unit prices in € excl. VAT
International Finance Expert	To be completed by the CONTRACTOR

I.3.2 Price revisions

Prices are firm and not subject to revision throughout the term of the FWC.

I.3.3. Reimbursement of expenses⁶

In addition to the maximum total price specified in each purchase order or specific contract, all international travel and accommodation shall be reimbursed in accordance with Article II.16, as shall other expenses provided for by the tender specifications up to a maximum amount of forty thousand (40,000) euros, throughout performance of the FWC.

ARTICLE I.4 – PAYMENT PROCESS AND EXECUTION OF THE FRAMEWORK CONTRACT⁷**I.4.1 Single framework contract**

Following emergence of its needs, Expertise France shall send purchase orders to the Contractor, determining the quantity of purchased items. Purchase orders shall be duly dated and signed by Expertise France and forwarded by e-mail to the Contractor.

The period allowed for the execution of the tasks shall start to run on the date of notification of the purchase order the Contractor, unless a different date is stated in the document.

⁶ It is strongly recommended to allow for a total price covering all elements of the services such that this option may be deleted, apart from in exceptional circumstances. In principle, if expenses are to be reimbursed, the terms must be defined in the FWC and not in the purchase order or specific contract.

⁷ The clauses covering prefinancing and interim payments are optional; however, a clause covering payment of the balance must always be provided.

FRAMEWORK AGREEMENT (SPECIAL CONDITIONS)

I.4.2 Prefinancing⁸

A pre-financing payment of 10% of the total price of the purchase order or specific contract shall be made within thirty days of its entry into force.

I.4.3 Interim payments

The Contractor shall submit an invoice for an interim payment equal to 70% of the total price stated in the purchase order.

The frequency of interim payments may be reduced to 1 month at the request of the Contractor.

The cumulative amount of interim payments shall not exceed 90% of the item in question/contract.

Interim payments do not constitute proof of full or even partial acceptance and do not discharge the Contractor from its obligations under the contract and/or the purchase order.

Expertise France shall make the payment within thirty days from receipt of the invoice.

I.4.4 Payment of the balance

The Contractor shall submit an invoice for payment of the balance.

Expertise France shall make the payment within thirty days from receipt of the invoice.

ARTICLE I.5 – BANK ACCOUNT

Payments shall be made to the Contractor's bank account denominated in [euros][*insert local currency where the receiving country does not allow transactions in euros*], identified as follows:

Bank code	Sort code	Account no./key
To be completed by the bidder	To be completed by the bidder	To be completed by the bidder

IBAN⁹: To be completed by the bidder

BIC: To be completed by the bidder

⁸ Prefinancing must be an exceptional occurrence in public procurement. If it is exploited, it may not exceed 30% of the total amount of the purchase order or specific contract.

⁹ BIC or SWIFT code for countries without an IBAN.

ARTICLE I.6 – COMMUNICATION AND DATA CONTROLLER

Communications shall be sent to the following addresses:

Expertise France:

PSU Department – Expertise France Country Office
c/o Embassy of France, BSP Haus, Harbour City
PO Box 1155 – Port Moresby – PAPUA NEW GUINEA
E-mail : *valerie-annne.taillandier@expertisefrance.fr*

Contractor:

[Full company name]
[Function]
[Trading name]
[Full official address]
E-mail: [to be completed]

ARTICLE I.7 – APPLICABLE LAW AND DISPUTE SETTLEMENT

I.7.1 The FWC is governed by French law.

I.7.2 Any dispute between the parties in relation to the interpretation, application or validity of the FWC which cannot be settled amicably shall be submitted to the competent court.

ARTICLE I.8 - EXPLOITATION OF THE RESULTS OF THE FWC**I.8.1 Modes of exploitation**

Expertise France acquires ownership of the results as defined in the tender specifications (Annex I), which may be freely transferred or exploited for any of the purposes defined in Article II.10.2.

I.8.2 Pre-existing rights and transfer of rights

All pre-existing rights shall be fully and irrevocably acquired by Expertise France as provided for in Article II.10.2 and by way of derogation from Article II.10.3.

ARTICLE I.9 – TERMINATION BY THE PARTIES

Termination conditions of the FWC are defined in its general conditions.

ARTICLE I.10 – OTHER SPECIAL CONDITIONS**I.10.1 Re-examination clause**

Under Article R.2194-1 and following of the Public Procurement Code, Expertise France may amend the provisions of this framework contract subject to the following conditions:

- Substitution by a new pricing schedule if modifications or additions are made to the items in the initial pricing schedule, subject to approval by Expertise France;
- Revision of technical elements (clarification of deliverables, producer technical definitions, equipment technical documents, updated instructions, etc.).

Such modifications shall be notified to the Contractor: by concluding an amendment.

DECLARATIVE MENTIONS AND SIGNATURES

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

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

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

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

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

FRAMEWORK AGREEMENT (SPECIAL CONDITIONS)

FOR THE CONTRACTOR:

Preceded by the handwritten words "*Read and approved*":

In....., on.....20.... Signature¹⁰:

First name/Surname of signatory:

Role:

FOR EXPERTISE FRANCE:

In....., on.....20.... Signature¹¹:

First name/Surname of signatory:

Role:

Done in one original copy retained by Expertise France.

¹⁰ Date and original signature of the person authorised to enter into legally binding commitments on behalf of the CONTRACTOR.

¹¹ Date and original signature of the CEO of EXPERTISE FRANCE or his delegated signatory.

II – GENERAL TERMS AND CONDITIONS OF SERVICE FRAMEWORK CONTRACTS

ARTICLE II.1 – PERFORMANCE OF THE FWC

- II.1.1** The Contractor shall perform the FWC to the highest professional standards.
- II.1.2** The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or license required for performance of the FWC under the laws and regulations in force at the place where the tasks assigned to it are to be executed.
- II.1.3** Without prejudice to Article II.4, any reference made to the Contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- II.1.4** The Contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the tasks assigned to it.
- II.1.5** The Contractor shall neither represent Expertise France nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to a European civil service.
- II.1.6** The Contractor shall be solely responsible for the personnel executing the tasks entrusted to it.

The Contractor shall stipulate the following employment or service relationships with its personnel:

- a) personnel executing the tasks assigned to the Contractor may not be given orders directly by Expertise France;
 - b) Expertise France may not under any circumstances be considered to be the employer of the personnel referred to in point (a) and the personnel shall undertake not to invoke against Expertise France any right arising from the contractual relationship between Expertise France and the Contractor.
- II.1.7** In the event of an incident resulting from the action of any of the Contractor's personnel working on Expertise France's premises, or in the event that the expertise of one of the Contractor's personnel fails to correspond to the profile required by the FWC, the Contractor shall replace said person without delay. Expertise France shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The Contractor shall be

responsible for any delay in the execution of the tasks assigned to it resulting from the replacement of personnel.

- II.1.8** Should the execution of the tasks be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the Contractor shall immediately and on its own initiative record it and report it to Expertise France. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under this FWC. In such an event, the Contractor shall give priority to solving the problem rather than determining liability.
- II.1.9** Should the Contractor fail to perform its obligations under the FWC or purchase order or specific contract, Expertise France may, without prejudice to its right to terminate the FWC purchase order or specific contract, reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, Expertise France may claim compensation or impose liquidated damages in accordance with Article II.12.
- II.1.10** Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:
- Meat;
 - Eggs ;
 - Dairy products ;
 - Ready-made meals, margarine, spreads;
 - Leather shoes ;
 - Automotive upholstery ;
 - Household and cleaning products ;
 - Agrofuels ;
 - Lumber ;
 - Solid wood or particle;
 - Fuels ;
 - Paper ;
 - Cardboard ;
 - Textiles ;
 - Coffee, chocolate ;
 - Exotic fruits ;
 - Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address :

https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf

ARTICLE II.2 – MEANS OF COMMUNICATION

II.2.1 Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number and, if applicable, the purchase order or specific contract number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of said communication, provided it is sent to the addressees listed in Article I.6. Without prejudice to the foregoing, if the sending party receives a message of non-delivery, or of the absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties, provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without undue delay.

II.2.3 Correspondence sent using the postal services is deemed to have been received by Expertise France on the date on which it is registered by the responsible department referred to in Article I.6.

Any formal notification shall be made by registered mail with acknowledgement of receipt or equivalent, or by equivalent electronic means.

ARTICLE II. 3 – LIABILITY

II.3.1 The Contractor shall be solely liable for complying with all applicable legal obligations.

II.3.2 Expertise France shall not be held liable for any damage caused or sustained by the Contractor, including any damage caused by the Contractor to third parties during or as a consequence of performance of the FWC, except in the event of willful misconduct or gross negligence on the part of Expertise France.

II.3.3 The Contractor shall be held liable for any loss or damage sustained by Expertise France in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only for an amount not exceeding three times the total amount of the relevant purchase order or specific contract. Nevertheless, if the damage or loss is caused by the gross negligence or willful misconduct of the Contractor or of its personnel or subcontractors, the Contractor shall have unlimited liability for the amount of the damage or loss.

II.3.4 The Contractor is solely responsible for the safety of the people and property mobilized for the execution of this contract and takes all necessary measures in this regard. The

Contractor commits to ensuring that all safety instructions he issues are followed at all times by all his employees, as well as by his subcontractors.

In the event of an incident and/or direct or indirect harm to the safety of persons mobilized directly or indirectly by the Contractor or to his equipment, EXPERTISE FRANCE shall not be held liable in any manner whatsoever..

- II.3.5** The Contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required under applicable legislation. It shall take out supplementary insurance as reasonably required under standard practices in the industry. A copy of all the relevant insurance policies shall be sent to Expertise France should it so request.

ARTICLE II.4 - CONFLICTS OF INTEREST, ETHICS

- II.4.1** The Contractor shall take all the necessary measures to prevent any conflict of interest. Such a situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.
- II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to Expertise France in writing without delay. The Contractor shall immediately take all the necessary steps to rectify the situation. Expertise France reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3** The Contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain, and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.
- II.4.4** The Contractor shall notify the pertinent obligations in writing to the members of its personnel and to any natural person authorised to represent it or to take decisions on its behalf, and shall ensure that the interested parties are not placed in a situation which could give rise to a conflict of interest. The Contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.
- II.4.5** The Contractor further undertakes to familiarise itself with the Expertise France Code of Conduct and to strictly comply with said code (accessible on the Expertise France website: www.expertisefrance.fr).

ARTICLE II.5 – CONFIDENTIALITY

II.5.1. Expertise France and the Contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally, in relation to the performance of the FWC and identified in writing as confidential.

The Contractor shall:

- a) refrain from using confidential information and documents for any purpose other than fulfilling its obligations under the FWC, purchase order or specific contract without prior written agreement of Expertise France;
- b) ensure the protection of such confidential information and documents with the same level of protection it uses for its own confidential information, but in no case any less than with reasonable care;
- c) not disclose, directly or indirectly, confidential information and documents to third parties without prior written agreement of Expertise France.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on Expertise France and the Contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- b) the confidential information becomes public through means other than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- c) the disclosure of the confidential information is required by law.

II.5.3 The Contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC, purchase order or specific contract, an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Under Article 13 or Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the Contractor is notified that personal data (notably name, first name and e-mail address) collected under this contract may be processed.

II.6.2 The legal basis under which such processing is performed are set out in c) and e) of Article 6.1 of the GDPR, namely:

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

II.6.3 The purposes of the processing are as follows:

- Management and monitoring of this FWC;
- Management and monitoring of reports forwarded to donors and other supervisory authorities.

II.6.4 The recipients or category of recipients of the personal data are exclusively authorised personnel of Expertise France, ministries and state operators and donors responsible for awarding and executing this contract, including any service providers assisting them with their activities.

II.6.5 Retention period: the data will be held throughout the term of the FWC and that of the DUA (duration of administrative usefulness) applicable to the contract.

II.6.6 Under Articles 15 to 21 of the GDPR, persons whose personal data is collected enjoy a right of access, rectification and deletion with regard to such data. They also enjoy the right to restrict and refuse processing on legitimate grounds. The information and other rights of data subjects may be exercised by contacting the Data Protection Officer of Expertise France (informatique.libertes@expertisefrance.fr).

II.6.7 Persons whose personal data is collected under this procedure may submit a complaint to CNIL.

II.6.8 Should this FWC entail any processing of personal data, the parties undertake to comply with regulations on the processing of personal data in accordance with amended law no. 78-17 of 6 January 1978 relating to data processing, files and liberties and regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR).

The Contractor notably undertakes to:

- Process personal data solely for the purposes of the Contract, as defined in annex hereto covering the collection of personal data (GDPR data processor);
- Ensure that persons authorised to process personal data undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality;
- Implement appropriate technical and organisational measures to guarantee a level of security commensurate with the risks resulting from the Contract, notably with

- regard to data encryption, confidentiality and integrity;
- Notify Expertise France, via any means, of any personal data breach within 24 hours of becoming aware of any such event;
- Assist Expertise France in its obligation to respond to requests it may receive from data subjects;
- Delete all personal data or return it to Expertise France on conclusion of the services covered by the Contract, as specified by the latter, unless EU law or that of the member state requires such data to be retained;
- Make available to Expertise France all information it may require to demonstrate compliance with the obligations set out in this article and to enable audits to be conducted by the latter or by any other person of its choice.

II.6.9 Where the Contractor uses a data processor to process personal data during execution of the FWC, it must obtain prior written authorisation from Expertise France. Similarly, the Contractor shall notify Expertise France of any planned change concerning the addition or replacement of processors, thereby enabling Expertise France to issue any objections it may have in this regard.

II.6.10 The same obligations concerning data protection as those set out in the FWC are mandatory for processors, notably regarding the provision of adequate guarantees for the implementation of appropriate technical and organisational measures ensuring the protection of personal data. Should any processor fail to meet its obligations, the Contractor shall remain fully responsible vis-à-vis Expertise France for the fulfillment of the processor's obligations.

II.6.10 In the event of non-compliance with the aforementioned provisions, the Contractor is reminded that its liability may be invoked. In the event of any breach of professional secrecy or non-compliance with the aforementioned provisions, Expertise France may immediately terminate the FWC without compensation for the Contractor.

ARTICLE II.7 – SUBCONTRACTING

II.7.1 The Contractor shall not subcontract without prior written authorisation from Expertise France nor cause the FWC to be de facto performed by third parties.

II.7.2 Even where Expertise France authorises the Contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.

II.7.3 The Contractor shall make sure that the subcontract does not affect rights and guarantees granted to Expertise France by virtue of this FWC, notably by Article II.18.

ARTICLE II.8 – AMENDMENTS

- II.8.1** Any amendment to the FWC or purchase order or specific contract shall be made in writing before fulfilment of all contractual obligations. A purchase order or a specific contract may not be deemed to constitute an amendment to the FWC.
- II.8.2** The amendment may not have the purpose or the effect of making changes to the FWC or to purchase orders or specific contracts which might call into question the decision awarding the FWC, purchase order or specific contract or result in unequal treatment of tenderers or Contractors.

ARTICLE II.9 – ASSIGNMENT

- II.9.1** The Contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorization from Expertise France.
- II.9.2** In the absence of such authorization, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the Contractor shall not be enforceable against Expertise France and shall have no effect on it.

ARTICLE II.10 – OWNERSHIP OF RESULTS – INTELLECTUAL AND INDUSTRIAL PROPERTY RIGHTS**II.10.1 Definitions**

In this FWC the following definitions apply:

- 1) “results” means any intended outcome of the performance of the FWC which is delivered and finally accepted by Expertise France;
- 2) “creator” means any natural person who contributed to the production of the result and includes personnel of Expertise France or a third party;
- 3) “pre-existing rights” means any industrial and intellectual property rights, including background technology, which exist prior to Expertise France or the Contractor ordering them for the purpose of the FWC performance and include rights of ownership and use by the Contractor, the creator, Expertise France and any other third parties.

II.10.2 Ownership of results

The ownership of the results shall be fully and irrevocably acquired by Expertise France under the FWC, notably any rights in any of the results stated in the FWC, in purchase orders or in specific contracts. The rights incorporated within the results may include copyright and other intellectual or industrial property rights, and all technological solutions and information

contained therein, produced in performance of the FWC. Expertise France may exploit them as stipulated in this FWC or purchase orders or specific contracts. All the rights shall be acquired by Expertise France from the moment the results are delivered by the Contractor and accepted by Expertise France. Such delivery and acceptance are deemed to constitute an effective assignment of rights from the Contractor to Expertise France.

The payment of the price as set out in the purchase orders or specific contracts is deemed to include any fees payable to the Contractor in relation to the acquisition of ownership of rights by Expertise France including all forms of use of the results.

The acquisition of rights by Expertise France under this FWC covers all territories worldwide.

Any intermediary sub-result, raw data or intermediary analysis made available by the Contractor may not be used by Expertise France without the written consent of the Contractor, unless the FWC or specific contract or purchase order explicitly provides for it to be treated as a self-contained result.

II.10.3 Licensing of pre-existing rights

Expertise France shall not acquire ownership of pre-existing rights.

The Contractor shall license the pre-existing rights on a royalty-free, non-exclusive and irrevocable basis to Expertise France, which may use the pre-existing right as foreseen in Article II.10.4 or in purchase orders or specific contracts. All the pre-existing rights shall be licensed to Expertise France from the moment the latter accepts the results delivered by the Contractor.

The Contractor shall provide to Expertise France a list of pre-existing rights and third parties' rights including its personnel, creators or other right holders as provided for in Article II.10.5.

The Contractor shall present relevant and exhaustive evidence about the acquisition of all the necessary pre-existing rights and third parties' rights together with presentation of relevant result.

The licensing of pre-existing rights to Expertise France under this FWC covers all territories worldwide and is valid for the whole duration of intellectual property rights protection.

II.10.4 Modes of exploitation

Expertise France shall acquire ownership of each of the results produced as an outcome of the FWC which may be used for any of the following purposes:

- a) exploitation for internal purposes:
 - i) making available to the staff of Expertise France

GENERAL TERMS AND CONDITIONS OF SERVICE FRAMEWORK AGREEMENTS

- ii) making available to the persons and entities working for Expertise France or cooperating with it, including Contractors, subcontractors whether legal or natural persons, Union institutions, agencies and bodies, member states' institutions
 - iii) installing, uploading, processing
 - iv) arranging, compiling, combining, retrieving
 - v) copying, reproducing in whole or in part and in unlimited number of copies
- b) distribution to the public:
- i) publishing in hard copies
 - ii) publishing in electronic or digital format
 - iii) publishing on the internet as a downloadable/non-downloadable file
 - iv) broadcasting by any kind of technique of transmission
 - v) public presentation or display
 - vi) communication through press information services
 - vii) inclusion in widely accessible databases or indexes
 - viii) otherwise in any form and by any method
- c) modifications by Expertise France or by a third party in the name of Expertise France:
- i) shortening
 - ii) summarising
 - iii) modifying of the content
 - iv) making technical changes to the content:
 - necessary correction of technical errors
 - adding new parts or functionalities
 - changing functionalities
 - providing third parties with additional information concerning the result (e.g. source code) with a view to making modifications
 - v) addition of new elements, paragraphs titles, leads, bolds, legend, table of content, summary, graphics, subtitles, sound, etc.
 - vi) preparation in audio form, preparation as a presentation, animation, pictograms story, slide-show, public presentation etc.
 - vii) extracting a part or dividing into parts
 - viii) use of a concept or preparation of a derivative work
 - ix) digitisation or converting the format for storage or usage purposes
 - x) modifying dimensions
 - xi) translating, inserting subtitles, dubbing in different language versions:
 - English, French, German
 - all official languages of the EU
 - all official languages of the country of implementation of the FWC

- d) the following modes of exploitation:
- i) giving access upon individual requests without the right to reproduce or exploit, as provided for by the French law 78-753 of 17 July 1978 regarding public access to documents of the French State and civil service;
 - ii) storage of the original and copies made in accordance with this FWC or specific contract or purchase order;
 - iii) archiving in line with the document control rules applicable to Expertise France.
- e) granting of rights to authorize the modes of exploitation set out in points (a) to (d) to third parties, or to grant licences or sub-licences to such parties in the case of pre-existing rights subject to licence for such modes of exploitation.

Where Expertise France becomes aware that the scope of modifications exceeds that envisaged in the FWC, Expertise France shall consult the Contractor. Where necessary, the Contractor shall in turn seek the agreement of any creator or other right holder. The Contractor shall reply to Expertise France within one month and shall provide its agreement, including any suggestions for modifications, free of charge. The creator may refuse the intended modification only when it may harm their honour, reputation or distort the integrity of the work.

II.10.5 Identification and evidence of the granting of pre-existing rights and third-party rights

When delivering the results, the Contractor shall warrant that they are free of rights or claims from creators and third parties, including in relation to pre-existing rights, for any use envisaged by Expertise France. This does not concern the moral rights of natural persons.

To that effect, the Contractor shall establish a list of all pre-existing rights and rights of creators and third parties on the results of this FWC or parts thereof. This list shall be provided no later than the date of delivery of the final results.

In the result, the Contractor shall clearly point out all quotations of existing textual works. The complete reference should include as appropriate: name of the author, title of the work, date and place of publication, date of creation, address of publication on internet, number, volume and other information which allows the origin to be easily identified.

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

This evidence may refer, inter alia, to rights to: parts of other documents, images, graphs, tables, data, software, technical inventions, know-how etc. (delivered in paper, electronic or other form), IT development tools, routines, subroutines and/or other programs ("background technology"), concepts, designs, installations or pieces of art, data, source or background materials or any other parts of external origin.

The evidence shall include, as appropriate:

- a) the name and version number of a software product;
- b) the full identification of the work and its author, developer, creator, translator, data entry person, graphic designer, publisher, editor, photographer, producer;
- c) a copy of the licence to use the product or of the agreement granting the relevant rights to the Contractor or a reference to this licence;
- d) a copy of the agreement or extract from the employment contract granting the relevant rights to the Contractor where parts of the results were created by its personnel;
- e) the text of the disclaimer notice, if any.

Provision of evidence does not release the Contractor from its responsibilities in the case where it is found that it does not hold the necessary rights, regardless of when and by whom this fact was revealed.

The Contractor also warrants that it possesses the relevant rights or powers to execute the transfer, and that it has paid or has verified payment of all due fees including fees due to collecting societies, related to the final results.

II.10.6 Creators

By delivering the results, the Contractor warrants that the creators undertake not to oppose that their names be recalled when the results are presented to the public and confirms that the results can be divulged. Names of authors shall be stated on request in the manner communicated by the Contractor to Expertise France.

The Contractor shall obtain the consent of creators regarding the granting of the relevant rights and be ready to provide documentary evidence upon request.

II.10.7 Persons appearing in photographs or films

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

II.10.8 Copyright of the Contractor over pre-existing rights

When the Contractor retains pre-existing rights on parts of the results, reference shall be inserted to that effect when the result is used as set out in Article I.8.1, with the following disclaimer: © - year – Expertise France. All rights reserved. Certain parts are licensed under conditions to Expertise France.

II.10.9 Visibility of Expertise France, European Union and French State funding - disclaimer

When making use of the results, the Contractor shall declare that they have been produced within a contract with Expertise France, and from case to case financed by Expertise France, the European Union, the French State or any other relevant funder, and that the opinions expressed are those of the Contractor only and do not represent Expertise France's official position. Expertise France may waive this obligation in writing.

ARTICLE II.11 – FORCE MAJEURE

- II.11.1** “Force majeure” means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.
- II.11.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.11.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.
- II.11.4** The parties shall take all necessary measures to limit any damage due to force majeure.

ARTICLE II.12 – PENALTIES

Expertise France may impose liquidated damages should the Contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the Contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant purchase order or specific contract, then, without prejudice to the Contractor's actual or potential liability or to Expertise France's right to terminate the FWC or the relevant purchase order or specific contract, Expertise France may impose liquidated damages for each and every calendar day of delay according to the following formula:

$V \times d / 500$, where:

V is the price of the relevant purchase;

d is the number of days of delay (expressed in business days)

The Contractor may submit arguments against this decision within thirty days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by Expertise France within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II.13 – SUSPENSION OF PERFORMANCE OF THE FWC

II.13.1 Suspension by the Contractor

The Contractor may suspend the performance of the FWC or purchase order or specific contract or any part thereof if a case of force majeure makes such performance impossible or excessively difficult. The Contractor shall inform Expertise France about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC, purchase order or specific contract.

Once the circumstances allow resuming performance, the Contractor shall inform Expertise France immediately, unless Expertise France has already terminated the FWC, purchase order or specific contract.

II.13.2 Suspension by Expertise France

Expertise France may suspend the performance of the FWC or purchase order or specific contract or any part thereof:

- a) if the FWC or purchase order or specific contract award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;
- b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the Contractor receives formal notification, or at a later date where the notification so provides. Expertise France shall as soon as possible give notice to the Contractor to resume the service suspended or inform the Contractor that it is proceeding with termination of the FWC or purchase order or specific contract. The Contractor shall not be entitled to claim compensation on account of suspension of the FWC or purchase order or specific contract or of part thereof.

ARTICLE II.14 – TERMINATION OF THE FWC**II.14.1 Grounds for termination**

Expertise France may terminate the FWC, a purchase order or a specific contract respectively in the following circumstances:

- a) if a change to the Contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or purchase order or specific contract substantially or call into question the decision to award the FWC;
- b) if execution of the tasks under a pending purchase order or a specific contract has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by Expertise France, taking into account Article II.8.2;
- c) if the Contractor does not perform the FWC or a purchase order or specific contract as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more purchase orders or specific contracts on this basis shall constitute grounds for termination of the FWC;
- d) in the event of force majeure notified in accordance with Article II.11 or if the performance of the FWC or purchase order or specific contract has been suspended by the Contractor as a result of force majeure, notified in accordance with Article II.13, where either resuming performance is impossible or the modifications to the FWC or purchase order or specific contract might call into question the decision awarding the FWC or purchase order or specific contract, or result in unequal treatment of tenderers or Contractors;
- e) if the Contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) if the Contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- g) if the Contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;

- h) if Expertise France has evidence that the Contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the financial interests of Expertise France, the French state or the European Union;
- i) if Expertise France has evidence that the Contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;
- j) if the Contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or purchase order or specific contract;
- k) if the needs of Expertise France change and it no longer requires new services under the FWC;
- l) when, due to the termination of the FWC with one or more of the Contractors, there is no minimum required competition within the multiple framework contract with reopening of competition;
- m) if the Contractor has deliberately breached the Code of Conduct, this may lead to termination of the Contract and invoke the liability of the Contractor.

II.14.2 Termination procedure

When Expertise France intends to terminate the FWC or purchase order or specific contract, it shall formally notify the Contractor of its intention specifying the grounds thereof. Expertise France shall invite the Contractor to make any observations and, in the case of point (c) of Article II.14.1, to inform Expertise France of the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If Expertise France does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination, Expertise France shall formally notify the Contractor about its decision to terminate the FWC or purchase order or specific contract. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.14.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.14.1, the termination shall take effect on the day following the date on which notification of termination is received by the Contractor.

II.14.3 Effects of termination

In the event of termination, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the Contractor shall take all the appropriate measures to minimize costs, prevent damages, and cancel or reduce its commitments. The Contractor shall have thirty days from the date of termination to draw up the documents required by the special conditions or purchase orders or specific contracts for the tasks already executed on the date of termination and produce an invoice if necessary. Expertise France may recover any monies paid under the FWC.

Expertise France may claim compensation for any damage suffered in the event of termination.

On termination, Expertise France may engage any other Contractor to execute or complete the services. Expertise France shall be entitled to claim from the Contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II. 15 – REPORTING AND PAYMENTS**II.15.1 Payment date**

Payments shall be deemed to be effected on the date when they are debited to Expertise France's account.

II.15.2 Currency

The FWC is denominated in euros.

Payments shall be made in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the Official Journal of the European Union or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by Expertise France.

II.15.3 Bank transfer costs

The costs of the transfer shall be borne in the following way:

- a) costs of dispatch charged by the bank of Expertise France shall be borne by Expertise France,
- b) costs of receipt charged by the bank of the Contractor shall be borne by the Contractor,
- c) costs for additional transfer caused by one of the parties shall be borne by the party necessitating the additional transfer.

II.15.4 Invoices and Value Added Tax

Invoices shall include, in addition to the legal information (company registration number, intra-Community VAT), the identity of the contractor, the amount, the currency, the date, the FWC reference and the reference of the purchase order or contract and, where appropriate, the reference and title of the cooperation project.

Invoices shall indicate the place of taxation of the Contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

In the context of cooperation projects financed by public development aid, Expertise France is, as a rule, exempt from all taxes and duties, including VAT.

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.15.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against interim payments or payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the Contractor. Expertise France shall release the guarantee within the following month.

Performance guarantees shall cover performance of the service in accordance with the terms set out in the request for services, until its final acceptance by Expertise France. The amount of the performance guarantee shall not exceed the total price of the purchase order or specific contract. The guarantee shall provide that it remains in force until final acceptance. Expertise France shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the Contractor and agreement by Expertise France, by a third party;
- b) the guarantor stands as first-call guarantor and does not require Expertise France to have recourse against the principal debtor (the Contractor).

The cost of providing such guarantee shall be borne by the Contractor.

II.15.6 Interim payments and payment of the balance

The Contractor shall submit an invoice for interim payment upon delivery of intermediary results, accompanied by a progress report or any other documents, as provided for in Article I.4 or in the tender specifications or in the purchase order or specific contract.

The Contractor shall submit an invoice for payment of the balance within sixty days following the end of the period referred to in Article III.2.2, accompanied by a final progress report or any other documents provided for in Article I.4 or in the tender specifications or in the purchase order or specific contract.

Upon receipt, Expertise France shall pay the amount due as interim or final payment, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.15.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of collection.

II.15.7 Suspension of payment terms

Expertise France may suspend the payment periods specified in Article I.4 at any time by notifying the Contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

Expertise France shall inform the Contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by Expertise France. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the Contractor may request Expertise France to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, Expertise France reserves the right to terminate the purchase order or specific contract in accordance with Article II.14.1.

II.15.8 Late payment interest

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.14.7, the Contractor is entitled to interest on late payment pursuant to the French Decree 2013-269 issued 29 March 2013 on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent

refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus eight percentage points. However, when the calculated interest is lower than or equal to 200 euros, it shall be paid to the Contractor only upon request, submitted within two months of receiving late payment. The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

Suspension in accordance with Article II.15.7 may not be treated as late payment.

Late payment interest covers the period between the day following the due date and, at the very latest, the date of actual payment as defined in Article II.15.1.

ARTICLE II. 16 – REIMBURSEMENTS

II.16.1 Where provided by the special conditions or by the tender specifications, Expertise France shall reimburse the expenses that are directly connected with execution of the tasks on production of original supporting documents, including receipts and used tickets or, failing that, on production of copies or scanned originals, or on the basis of flat rates.

II.16.2 Travel and subsistence expenses shall be reimbursed, where appropriate, on the basis of the shortest itinerary and the minimum number of nights necessary for overnight stay at the destination.

II.16.3 Travel expenses shall be reimbursed as follows:

- a) travel by air shall be reimbursed up to the maximum cost of an economy class ticket at the time of the reservation;
- b) travel by boat or rail shall be reimbursed up to the maximum cost of a first class ticket;
- c) travel by car shall be reimbursed at the rate of one first class rail ticket for the same journey and on the same day;

In addition, travel outside European Union territory shall be reimbursed provided Expertise France has given its prior written consent.

II.16.4 Subsistence expenses shall be reimbursed on the basis of a daily subsistence allowance as follows:

- a) for journeys of less than 200 km for a return trip, no subsistence allowance shall be payable;

GENERAL TERMS AND CONDITIONS OF SERVICE FRAMEWORK AGREEMENTS

- b) daily subsistence allowance shall be payable only on receipt of supporting documents proving that the person concerned was present at the destination;
 - c) daily subsistence allowance shall take the form of a flat rate payment to cover all subsistence expenses, including meals, local transport which includes transport to and from the airport or station, insurance and sundries;
 - d) daily subsistence allowance shall be reimbursed at the flat rates specified in Article I.3;
 - e) accommodation shall be reimbursed on receipt of supporting documents proving the necessary overnight stay at the destination, up to the flat rate ceilings specified in Article I.3.
- II.16.5** The cost of shipment of equipment or unaccompanied luggage shall be reimbursed provided Expertise France has given prior written authorization.
- II.16.6.** Conversion between the euro and another currency shall be made as specified in Article II.15.2.

ARTICLE II.17 – RECOVERY

- II.17.1** If an amount is to be recovered under the terms of the FWC, the Contractor shall repay Expertise France the amount in question according to the terms and by the date specified in the debit note.
- II.17.2** If the obligation to pay the amount due is not honored by the date set by Expertise France in the debit note, the amount due shall bear interest at the rate indicated in Article II.15.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when Expertise France receives the full amount owed.
- Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.
- II.17.3** If payment has not been made by the due date, Expertise France may, after informing the Contractor in writing, recover the amounts due by offsetting them against any amounts owed to the Contractor by Expertise France or by calling in the financial guarantee, where provided for in Article I.4 or in the specific contract.

ARTICLE II.18 – CHECKS AND AUDIT

- II.18.1** Expertise France and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by Expertise France. Audits shall be carried out on a confidential basis.

- II.18.2** The Contractor shall keep all original documents stored on any appropriate medium, including digitized originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.
- II.18.3** The Contractor shall allow the Expertise France's staff and outside personnel authorised by Expertise France the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The Contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information is handed over in an appropriate form.
- II.18.4** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the Contractor, which shall have thirty days following the date of receipt to submit observations. The final report shall be sent to the Contractor within sixty days following the expiry of that deadline.
- On the basis of the final audit findings, Expertise France may recover all or part of the payments made and may take any other measures which it considers necessary.
- II.18.5** The French Court of Auditors and the European Court of Auditors may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by the French and the Union law for the protection of the financial interests of the Union against fraud and other irregularities. Where appropriate, the findings may lead to recovery by Expertise France.
- II.18.6** The French and European courts of auditors shall have the same rights as Expertise France, notably right of access, for the purpose of checks and audits.
- II.18.7** Any refusal by the contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation.

II – GENERAL TERMS AND CONDITIONS OF SUPPLY FRAMEWORK CONTRACTS

ARTICLE II.1 – PERFORMANCE OF THE CONTRACT

Each time Expertise France wishes to procure supplies, it shall forward to the Contractor a purchase order specifying the delivery conditions, including quantity, description, quality, price and the place and time of delivery, in accordance with the terms set out in the FWC.

Within the period indicated in Article I.4, the Contractor shall return one original of the purchase order, duly signed and dated, thereby acknowledging receipt of the purchase order and acceptance of the terms.

II.1.1 Delivery

a) Delivery leadtime

The delivery leadtime shall be calculated in accordance with Article I.4.

b) Date, time and place of delivery

Expertise France shall be notified in writing of the exact date of delivery within the period indicated in Article I.4. All deliveries shall be made at the agreed place of delivery during the hours indicated in Article I.4.

The Contractor shall bear all costs and risks involved in delivering the supplies to the place of delivery.

c) Delivery note

Each delivery shall be accompanied by a delivery note in duplicate, duly signed and dated by the Contractor or its carrier, giving the purchase order number and particulars of the supplies delivered. One copy of the delivery note shall be countersigned by Expertise France and returned to the Contractor or to its carrier.

II.1.2 Certificate of conformity

Signature of the delivery note by Expertise France, as provided for in point (c) of Article II.1.1 is simply an acknowledgment of the fact that the delivery took place and in no way implies conformity of the supplies with the purchase order.

Conformity of the supplies delivered shall be evidenced by the signature of a certificate to this effect by Expertise France no later than one month after the date of delivery, unless otherwise specified in the special conditions or in the tender specifications (Annex I).

Conformity shall be declared only where the conditions laid down in the FWC and in the purchase order are satisfied and the supplies conform to the tender specifications (Annex I).

Where, for reasons attributable to the Contractor, Expertise France is unable to accept the supplies, the Contractor shall be notified in writing at the latest by the deadline for conformity.

II.1.3 Conformity with the FWC of delivered supplies

- a) The supplies delivered by the Contractor to Expertise France must be in conformity in quantity, quality, price and packaging with the FWC and the relevant purchase order.
- b) The supplies delivered must:
 - i) correspond to the description given in the tender specifications (Annex I) and possess the characteristics of the supplies provided by the Contractor to Expertise France as a sample or model;
 - ii) be fit for any specific purpose required of them by Expertise France and made known to the Contractor at the time of conclusion of this FWC and accepted by the Contractor;
 - iii) be fit for the purposes for which supplies of the same type are normally used;
 - iv) demonstrate the quality and performance which are normal in supplies of the same type and which Expertise France can reasonably expect, given the nature of the supplies and taking into account any public statements on the specific characteristics of the supplies made by the Contractor, the producer or its representative, particularly in advertising or on labelling;
 - v) be packaged according to the usual method for supplies of the same type or, failing this, in a way designed to preserve and protect them.

II.1.4 Remedy

- a) The Contractor shall be liable to Expertise France for any lack of conformity which exists at the time the supplies are verified.
- b) In the case of lack of conformity, without prejudice to Article II.11 regarding liquidated damages applicable to the total price of the supplies concerned, Expertise France shall be entitled:
 - i) either to have the supplies brought into conformity, free of charge, by repair or replacement;
 - ii) or to have an appropriate reduction made in the price.
- c) Any repair or replacement shall be completed within a reasonable time and without any significant inconvenience to Expertise France, taking account of the nature of the supplies and the purpose for which they are required by Expertise France.
- d) The term “free of charge” in paragraph (b) refers to the costs incurred to bring the supplies into conformity, particularly the cost of postage, labour and materials.

II.1.5 Assembly

If required by the tender specifications (Annex I), the Contractor shall assemble the supplies delivered within a period of one month, unless otherwise specified in the special conditions.

Any lack of conformity resulting from incorrect installation of the supplies delivered shall be deemed to be equivalent to lack of conformity of the supplies if installation forms part of the FWC and the supplies were installed by the Contractor or under his responsibility. This shall apply equally if the product was to be installed by Expertise France and was incorrectly installed owing to a shortcoming in the installation instructions.

II.1.6 Services relating to supplies

If required by the tender specifications (Annex I), services relating to supplies shall be provided accordingly.

II.1.7 General provisions concerning supplies**a) Packaging**

The supplies shall be packaged in strong boxes or crates or in any other way that ensures that the contents remain intact and prevents damage or deterioration. Packaging, pallets, etc., including contents, shall not weigh more than 500 kg.

Unless otherwise specified in the special conditions or in the tender specifications (Annex I), pallets shall be considered as one way packaging and shall not be returned. Each box shall be clearly labelled with the following information:

- i) name of Expertise France and address for delivery;
- ii) name of Contractor;
- iii) description of contents;
- iv) date of delivery;
- v) number and date of purchase order;
- vi) EC code number of article.

b) Warranty

The supplies shall be guaranteed against all defects in manufacture or materials for two years from the date of delivery, unless provision is made for a longer period in the tender specifications (Annex I).

The Contractor shall guarantee that any permits and licences required for manufacturing and selling the supplies have been obtained.

The Contractor shall replace at his own expense any items which become damaged or defective in the course of normal use during the warranty period. Replacement must take place within a reasonable time limit to be determined by agreement between the parties.

The Contractor is responsible for any conformity defect which exists at the time of delivery, even if this defect does not appear until a later date.

The Contractor is also responsible for any conformity defect which occurs after delivery and is ascribable to non-compliance with his obligations, including failure to provide a guarantee that, for a certain period, supplies used for normal purposes or for a specific purpose will preserve their qualities or characteristics as specified.

If part of an item is replaced, the replacement part shall be guaranteed under the same terms and conditions for a further period of the same duration as that specified above.

If a defect is found to originate in a systematic flaw in design, the Contractor must replace or modify all identical parts incorporated in the other supplies that are part of the order, even though they may not have been the cause of any incident. In this case, the guarantee period shall be extended as stated above.

c) **Contrôle des exports**

The goods covered by this contract may be subject to export authorisation. The contractor undertakes to comply in all circumstances with the applicable export control regulations. The contractor shall submit to us the Export Control Classification Form (ECCF) duly completed and signed for each item. The Contractor shall inform the Buyer of any regulatory changes (classification/embargo) affecting the goods sold.

The execution of any export of classified military goods and their related materiel, and/or dual-use goods, by the contractor (exporter) is conditional upon obtaining export authorisation and compliance with the associated conditions.

II.1.8 General provisions on performance of the FWC

- a) The Contractor shall perform the FWC to the highest professional standards.
- b) The Contractor shall be solely responsible for taking the necessary steps to obtain any permit or licence required for performance of the FWC under the laws and regulations in force at the place where the orders are to be executed.
- c) Any reference made to the Contractor's personnel in the FWC shall relate exclusively to individuals involved in the performance of the FWC.
- d) The Contractor must ensure that the personnel performing the FWC possesses the professional qualifications and experience required for the execution of the purchase orders it receives.

- e) The Contractor shall neither represent Expertise France nor behave in any way that would give such an impression. The Contractor shall inform third parties that it does not belong to a European civil service.
- f) The Contractor shall be solely responsible for the personnel executing the tasks entrusted to it.

The Contractor shall stipulate the following employment or service relationships with its personnel:

- i) personnel executing the tasks assigned to the Contractor may not be given orders directly by Expertise France;
 - ii) Expertise France may not under any circumstances be considered to be the employer of the personnel referred to in point i) and the personnel shall undertake not to invoke against Expertise France any right arising from the contractual relationship between Expertise France and the Contractor.
- g) In the event of an incident resulting from the action of any of the Contractor's personnel working on Expertise France's premises or in the event that the expertise of one of the Contractor's personnel fails to correspond to the profile required by the FWC, the Contractor shall replace said person without delay. Expertise France shall have the right to make a reasoned request for the replacement of any such personnel. The replacement personnel must have the necessary qualifications and be capable of performing the FWC under the same contractual conditions. The Contractor shall be responsible for any delay in the execution of the orders resulting from the replacement of personnel.
- h) Should the execution of the FWC be directly or indirectly hampered, either partially or totally, by any unforeseen event, action or omission, the Contractor shall immediately and on its own initiative record it and report it to Expertise France. The report shall include a description of the problem and an indication of the date on which it started and of the remedial action taken by the Contractor to ensure full compliance with its obligations under this FWC. In such an event, the Contractor shall give priority to solving the problem rather than determining liability.
- i) Should the Contractor fail to perform its obligations under the FWC, Expertise France may, without prejudice to its right to terminate the FWC, reduce or recover payments in proportion to the scale of the unperformed obligations. In addition, Expertise France may claim compensation or impose liquidated damages in accordance with Article II.11.
- j) Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below:
 - Meat;
 - Eggs ;
 - Dairy products ;
 - Ready-made meals, margarine, spreads;
 - Leather shoes ;

- Automotive upholstery ;
- Household and cleaning products ;
- Agrofuels ;
- Lumber ;
- Solid wood or particle;
- Fuels ;
- Paper ;
- Cardboard ;
- Textiles ;
- Coffee, chocolate ;
- Exotic fruits ;
- Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address :

https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf

ARTICLE II.2 – MEANS OF COMMUNICATION

II.2.1 Any communication relating to the FWC or to its performance shall be made in writing and shall bear the FWC number. Any communication is deemed to have been made when it is received by the receiving party unless otherwise provided for in this FWC.

II.2.2 Electronic communication shall be deemed to have been received by the parties on the day of dispatch of said communication, provided it is sent to the addressees listed in Article I.6. Without prejudice to the foregoing, if the sending party receives a message of non-delivery, or of the absence of the addressee, it shall make every effort to ensure the actual receipt of such communication by the other party.

Electronic communication shall be confirmed by an original signed paper version of that communication if requested by any of the parties, provided that this request is submitted without unjustified delay. The sender shall send the original signed paper version without undue delay.

II.2.3 Correspondence sent using the postal services is deemed to have been received by Expertise France on the date on which it is registered by the responsible department referred to in Article I.6.

Any formal notification shall be made by registered mail with acknowledgement of receipt or equivalent, or by equivalent electronic means.

ARTICLE II.3 - LIABILITY

- II.3.1** The Contractor shall be solely liable for complying with all applicable legal obligations.
- II.3.2** Expertise France shall not be held liable for any damage caused or sustained by the Contractor, including any damage caused by the Contractor to third parties during or as a consequence of performance of the FWC, except in the event of wilful misconduct or gross negligence on the part of Expertise France.
- II.3.3** The Contractor shall be held liable for any loss or damage sustained by Expertise France in performance of the FWC, including in the event of subcontracting, and for any claim by a third party, but only to an amount not exceeding three times the total amount of the relevant purchase order. Nevertheless, if the damage or loss is caused by the gross negligence or wilful misconduct of the Contractor or of its personnel or subcontractors, the Contractor shall have unlimited liability for the amount of the damage or loss.
- II.3.4** The Contractor is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present Contract and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues. In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, Expertise France cannot be held responsible in any way whatsoever..
- II.3.5** The Contractor shall indemnify and hold Expertise France harmless for all damages and costs incurred due to any claim. The Contractor shall provide compensation in the event of any action, claim or proceeding brought against Expertise France by a third party as a result of damage caused by the Contractor during the performance of the FWC. In the event of any action brought by a third party against Expertise France in connection with the performance of the FWC, the Contractor shall assist Expertise France.
- II.3.6** The Contractor shall take out an insurance policy against risks and damage relating to the performance of the FWC if required under applicable legislation. It shall take out supplementary insurance as reasonably required under standard practices in the industry. A copy of all the relevant insurance policies shall be sent to Expertise France should it so request.

ARTICLE II.4 - CONFLICTS OF INTEREST

- II.4.1** The Contractor shall take all the necessary measures to prevent any conflict of interest. Such a situation arises where the impartial and objective performance of the FWC is compromised for reasons involving economic interest, political or national affinity, family or emotional ties, or any other shared interest.

- II.4.2** Any situation constituting or likely to lead to a conflict of interest during the performance of the FWC shall be notified to Expertise France in writing without delay. The Contractor shall immediately take all the necessary steps to rectify the situation. Expertise France reserves the right to verify that the steps taken are appropriate and may require that additional steps be taken within a specified deadline.
- II.4.3** The Contractor declares that it has not granted and will not grant, has not sought and will not seek, has not attempted and will not attempt to obtain and has not accepted and will not accept, any advantage, financial or in kind, to or from any party whatsoever, when such advantage constitutes an illegal practice or involves corruption, either directly or indirectly, in so far as it serves as an incentive or reward relating to the performance of the FWC.
- II.4.4** The Contractor shall notify the pertinent obligations in writing to the members of its personnel and to any natural person authorised to represent it or to take decisions on its behalf, and shall ensure that the interested parties are not placed in a situation which could give rise to a conflict of interest. The Contractor shall also pass on all the relevant obligations in writing to third parties involved in the performance of the FWC including subcontractors.
- II.4.5** The Contractor further undertakes to familiarise itself with the Expertise France Code of Conduct and to strictly comply with said code (accessible at the Expertise France website: www.expertisefrance.fr).

ARTICLE II.5 – CONFIDENTIALITY

- II.5.1.** Expertise France and the Contractor shall treat with confidentiality any information and documents, in any form, disclosed in writing or orally; in relation to the performance of the FWC and identified in writing as confidential.

The Contractor shall:

- a) refrain from using confidential information and documents for any purpose other than fulfilling its obligations under the FWC or purchase order without prior written agreement of Expertise France;
- b) ensure the protection of such confidential information and documents with the same level of protection it uses for its own confidential information, but in no case any less than with reasonable care;
- c) not disclose, directly or indirectly, confidential information and documents to third parties without prior written agreement of Expertise France.

II.5.2 The confidentiality obligation set out in Article II.5.1 shall be binding on Expertise France and the Contractor during the performance of the FWC and for five years starting from the date of the payment of the balance unless:

- a) the disclosing party agrees to release the other party from the confidentiality obligation earlier;
- b) the confidential information becomes public through means other than in breach of the confidentiality obligation, through disclosure by the party bound by that obligation;
- c) the disclosure of the confidential information is required by law.

II.5.3 The Contractor shall obtain from any natural person with the power to represent it or take decisions on its behalf, as well as from third parties involved in the performance of the FWC or purchase order, an undertaking that they will comply with the confidentiality obligation set out in Article II.5.1.

ARTICLE II.6 – PROCESSING OF PERSONAL DATA

II.6.1 Under Article 13 or Regulation (EU) no. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the Contractor is notified that personal data (notably name, first name and e-mail address) collected under this contract may be processed.

II.6.2 The legal basis under which such processing is performed are set out in c) and e) of Article 6.1 of the GDPR, namely:

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

II.6.3 The purposes of the processing are as follows:

- Management and monitoring of this FWC;
- Management and monitoring of reports forwarded to donors and other supervisory authorities.

II.6.4 The recipients or category of recipients of the personal data are exclusively authorised personnel of Expertise France, ministries and state operators and donors responsible for awarding and executing this contract, including any service providers assisting them with their activities.

- II.6.5** Retention period: the data will be held throughout the term of the FWC and that of the DUA (duration of administrative usefulness) applicable to the contract.
- II.6.6** Under Articles 15 to 21 of the GDPR, persons whose personal data is collected enjoy a right of access, rectification and deletion with regard to such data. They also enjoy the right to restrict and refuse processing on legitimate grounds. The information and other rights of data subjects may be exercised by contacting the Data Protection Officer of Expertise France (informatique.libertes@expertisefrance.fr).
- II.6.7** Persons whose personal data is collected under this procedure may submit a complaint to CNIL.
- II.6.8** Should this FWC entail any processing of personal data, the parties undertake to comply with regulations on the processing of personal data in accordance with amended law no. 78-17 of 6 January 1978 relating to data processing, files and liberties and regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR).

The Contractor notably undertakes to:

- Process personal data solely for the purposes of the Contract, as defined in annex hereto covering the collection of personal data (GDPR data processor);
 - Ensure that persons authorised to process personal data undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality;
 - Implement appropriate technical and organisational measures to guarantee a level of security commensurate with the risks resulting from the Contract, notably with regard to data encryption, confidentiality and integrity;
 - Notify Expertise France, via any means, of any personal data breach within 24 hours of becoming aware of any such event;
 - Assist Expertise France in its obligation to respond to requests it may receive from data subjects;
 - Delete all personal data or return it to Expertise France on conclusion of the services covered by the Contract, as specified by the latter, unless EU law or that of the member state requires such data to be retained;
 - Make available to Expertise France all information it may require to demonstrate compliance with the obligations set out in this article and to enable audits to be conducted by the latter or by any other person of its choice.
- II.6.9** Where the Contractor uses a data processor to process personal data during execution of the FWC, it must obtain prior written authorisation from Expertise France. Similarly, the Contractor shall notify Expertise France of any planned change concerning the addition or replacement of processors, thereby enabling Expertise France to issue any objections it may have in this regard.
- II.6.10** The same obligations concerning data protection as those set out in the FWC are

mandatory for processors, notably regarding the provision of adequate guarantees for the implementation of appropriate technical and organisational measures ensuring the protection of personal data. Should any processor fail to meet its obligations, the Contractor shall remain fully responsible vis-à-vis Expertise France for the fulfillment of the processor's obligations.

- II.6.10** In the event of non-compliance with the aforementioned provisions, the Contractor is reminded that its liability may be invoked. In the event of any breach of professional secrecy or non-compliance with the aforementioned provisions, Expertise France may immediately terminate the FWC without compensation for the Contractor.

ARTICLE II.7 – SUBCONTRACTING

- II.7.1** The Contractor shall not subcontract without prior written authorization from Expertise France nor cause the FWC to be de facto performed by third parties.
- II.7.2** Even where Expertise France authorizes the Contractor to subcontract to third parties, it shall nevertheless remain bound by its contractual obligations and shall be solely responsible for the proper performance of this FWC.
- II.7.3** The Contractor shall make sure that the subcontract does not affect rights and guarantees granted to Expertise France by virtue of this FWC, notably by Article II.16.

ARTICLE II.8 – AMENDMENTS

- II.8.1** Any amendment to the FWC or purchase order shall be made in writing before fulfilment of all contractual obligations. A purchase order may not be deemed to constitute an amendment to the FWC.
- II.8.2** The amendment may not have the purpose or the effect of making changes to the FWC or to purchase orders which might call into question the decision awarding the FWC or purchase order, or result in unequal treatment of bidders or Contractors.

ARTICLE II.9 – ASSIGNMENT

- II.9.1** The Contractor shall not assign the rights, including claims for payments, and obligations arising from the FWC, in whole or in part, without prior written authorization from Expertise France.
- II.9.2** In the absence of such authorization, or in the event of failure to observe the terms thereof, the assignment of rights or obligations by the Contractor shall not be enforceable against Expertise France and shall have no effect on it.

ARTICLE II.10 – FORCE MAJEURE

- II.10.1** 'Force majeure' means any unforeseeable and exceptional situation or event beyond the parties' control which prevents either of them from fulfilling any of their obligations under the FWC, which was not attributable to error or negligence on their part or on the part of subcontractors and which proves to be inevitable in spite of exercising due diligence. Any default of a service, defect in equipment or material or delays in making them available, unless they stem directly from a relevant case of force majeure, as well as labour disputes, strikes or financial difficulties, cannot be invoked as force majeure.
- II.10.2** A party faced with force majeure shall formally notify the other party without delay, stating the nature, likely duration and foreseeable effects.
- II.10.3** The party faced with force majeure shall not be held in breach of its contractual obligations if it has been prevented from fulfilling them by force majeure. Where the Contractor is unable to fulfil its contractual obligations owing to force majeure, it shall have the right to remuneration only for the tasks actually executed.
- II.10.4** The parties shall take all the necessary measures to limit any damage due to force majeure.

ARTICLE II.11 – PENALTIES

Expertise France may impose liquidated damages should the Contractor fail to complete its contractual obligations, also with regard to the required quality level, according to the tender specifications.

Should the Contractor fail to perform its contractual obligations within the time limits set by the FWC or the relevant purchase order or specific contract, then, without prejudice to the Contractor's actual or potential liability or to Expertise France's right to terminate the FWC or the relevant purchase order or specific contract, Expertise France may impose liquidated damages for each and every calendar day of delay according to the following formula:

$V \times d / 500$, where:

V is the price of the relevant purchase;

d is the number of days of delay

The Contractor may submit arguments against this decision within thirty days of receipt of the formal notification. In the absence of a reaction on its part or of written withdrawal by Expertise France within thirty days of the receipt of such arguments, the decision imposing the liquidated damages shall become enforceable.

The parties expressly acknowledge and agree that any sums payable under this article are in the nature of liquidated damages and not penalties, and represent a reasonable estimate of fair compensation for the losses incurred due to failure to fulfil obligations which may be reasonably anticipated.

ARTICLE II.12 – SUSPENSION OF PERFORMANCE OF THE FWC

II.12.1 Suspension by the Contractor

The Contractor may suspend the performance of the FWC or purchase order, or any part thereof, if a case of force majeure makes such performance impossible or excessively difficult. The Contractor shall inform Expertise France about the suspension without delay, giving all the necessary reasons and details and the envisaged date for resuming the performance of the FWC or purchase order.

Once the circumstances allow resuming performance, the Contractor shall inform Expertise France immediately, unless Expertise France has already terminated the FWC or purchase order.

II.12.2 Suspension by Expertise France

Expertise France may suspend the performance of the FWC or purchase order, or any part thereof:

- a) if the FWC or purchase order award procedure or the performance of the FWC prove to have been subject to substantial errors, irregularities or fraud;
- b) in order to verify whether presumed substantial errors, irregularities or fraud have actually occurred.

Suspension shall take effect on the day the Contractor receives formal notification, or at a later date where the notification so provides. Expertise France shall as soon as possible give notice to the Contractor to resume the delivery or service suspended, or terminate the FWC or purchase order. The Contractor shall not be entitled to claim compensation on account of suspension of the FWC or purchase order, or part thereof.

ARTICLE II.13 – TERMINATION OF THE FWC

II.13.1 Grounds for termination

Expertise France may terminate the FWC or purchase order in the following circumstances:

- a) if a change to the Contractor's legal, financial, technical or organisational or ownership situation is likely to affect the performance of the FWC or purchase order substantially or call into question the decision to award the FWC;

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- b) if execution of the tasks under a pending purchase order has not actually commenced within fifteen days of the date foreseen, and the new date proposed, if any, is considered unacceptable by Expertise France, taking into account article II.8.2;
- c) if the Contractor does not perform the FWC or a purchase order as established in the tender specifications or request for service or fails to fulfil another substantial contractual obligation; termination of three or more purchase orders on this ground shall constitute grounds for termination of the FWC;
- d) in the event of force majeure notified in accordance with Article II.10 or if the performance of the FWC or purchase order has been suspended by the Contractor as a result of force majeure, notified in accordance with Article II.12, where either resuming performance is impossible or the modifications to the FWC or purchase order might call into question the decision awarding the FWC or purchase order, or result in unequal treatment of bidders or Contractors;
- e) if the Contractor is declared bankrupt, is being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or is in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- f) if the Contractor or any natural person with the power to represent it or take decisions on its behalf has been found guilty of professional misconduct proven by any means;
- g) if the Contractor is not in compliance with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which it is established, or with those of the country of the applicable law of this FWC or those of the country where the FWC is to be performed;
- h) if Expertise France has evidence that the Contractor or any natural persons with the power to represent it or take decisions on its behalf have committed fraud, corruption, or are involved in a criminal organisation, money laundering or any other illegal activity detrimental to the financial interests of the Union;
- i) if Expertise France has evidence that the Contractor or any natural persons with the power to represent it or take decisions on its behalf have committed substantial errors, irregularities or fraud in the award procedure or the performance of the FWC, including in the event of submission of false information;
- j) if the Contractor is unable, through its own fault, to obtain any permit or licence required for performance of the FWC or purchase order;

- k) if the needs of Expertise France change and it no longer requires new supplies under the FWC;
- l) when, due to the termination of the FWC with one or more of the Contractors, there is no minimum required competition within the multiple framework contract with reopening of competition;
- m) if the Contractor has deliberately breached the Code of Conduct, this may lead to termination of the Contract and invoke the liability of the Contractor.

II.13.2 Termination procedure

When Expertise France intends to terminate the FWC or purchase order, it shall formally notify the Contractor of its intention specifying the grounds thereof. Expertise France shall invite the Contractor to make any observations and, in the case of point (c) of Article II.13.1, to inform Expertise France of the measures taken to continue the fulfilment of its contractual obligations, within 30 days from receipt of the notification.

If Expertise France does not confirm acceptance of these observations by giving written approval within 30 days of receipt, the termination procedure shall proceed. In any case of termination, Expertise France shall formally notify the Contractor about its decision to terminate the FWC or purchase order. In the cases referred to in points (a), (b), (c), (e), (g), (j), (k) and (l) of Article II.13.1, the formal notification shall specify the date on which the termination takes effect. In the cases referred to in points (d), (f), (h), and (i) of Article II.13.1, the termination shall take effect on the day following the date on which notification of termination is received by the Contractor.

II.13.3 Effects of termination

In the event of termination, the Contractor shall waive any claim for consequential damages, including any loss of anticipated profits for uncompleted work. On receipt of the notification of termination, the Contractor shall take all the appropriate measures to minimise costs, prevent damages, and cancel or reduce its commitments. The Contractor shall have sixty days from the date of termination to draw up the documents required by the special conditions or purchase orders for the tasks already executed on the date of termination and produce an invoice if necessary. Expertise France may recover any monies paid under the FWC.

Expertise France may claim compensation for any damage suffered in the event of termination.

On termination, Expertise France may engage any other contractor to deliver the supplies or to provide or complete the related services. Expertise France shall be entitled to claim from the Contractor all extra costs incurred in this regard, without prejudice to any other rights or guarantees it may have under the FWC.

ARTICLE II.14 – REPORTS AND PAYMENTS**II.14.1 Payment date**

Payments shall be deemed to be effected on the date when they are debited to Expertise France's account.

II.14.2 Currency

The FWC is denominated in euros.

Payments shall be made in euros or in the local currency as provided for in Article I.5.

Conversion between the euro and another currency shall be made according to the daily euro exchange rate published in the Official Journal of the European Union or, failing that, at the monthly accounting exchange rate established by the European Commission and published on its website, applicable on the day on which the payment order is issued by Expertise France.

II.14.3 Bank transfer costs

The costs of the transfer shall be borne in the following way:

- a) costs of dispatch charged by the bank of Expertise France shall be borne by Expertise France,
- b) costs of receipt charged by the bank of the Contractor shall be borne by the Contractor,
- c) costs for additional transfer caused by one of the parties shall be borne by the party necessitating the additional transfer.

II.14.4 Invoices and Value Added Tax

Invoices shall include, in addition to the legal information (company registration number, intra-Community VAT), the identity of the contractor, the amount, the currency, the date, the FWC reference and the reference of the purchase order or contract and, where appropriate, the reference and title of the cooperation project.

Invoices shall indicate the place of taxation of the Contractor for value added tax (VAT) purposes and shall specify separately the amounts not including VAT and the amounts including VAT.

In the context of cooperation projects financed by public development aid, Expertise France is, as a rule, exempt from all taxes and duties, including VAT.

The Contractor shall accordingly complete the necessary formalities with the relevant authorities to ensure that the supplies and services required for performance of the FWC are exempt from taxes and duties, including VAT exemption.

II.14.5 Pre-financing and performance guarantees

Pre-financing guarantees shall remain in force until the pre-financing is cleared against payment of the balance and, in case the latter takes the form of a debit note, three months after the debit note is notified to the Contractor. Expertise France shall release the guarantee within the following month.

Performance guarantees shall cover delivery of supplies and performance of the related services in accordance with the terms set out in the specifications until their final acceptance by Expertise France. The amount of the performance guarantee shall not exceed the total price of the purchase order. The guarantee shall provide that it remains in force until final acceptance. Expertise France shall release the guarantee within a month following the date of final acceptance.

Where, in accordance with Article I.4, a financial guarantee is required for the payment of pre-financing, or as performance guarantee, it shall fulfil the following conditions:

- a) the financial guarantee is provided by a bank or an approved financial institution or, at the request of the Contractor and agreement by Expertise France, by a third party;
- b) the guarantor stands as first-call guarantor and does not require Expertise France to have recourse against the principal debtor (the Contractor).

The cost of providing such guarantee shall be borne by the Contractor.

II.14.6 Payment of the balance

The Contractor shall submit an invoice within sixty days following receipt of the certificate of conformity of the supplies signed by Expertise France, accompanied by a final report or any other documents provided for in the FWC or purchase order.

Upon receipt, Expertise France shall pay the amount due as payment of the balance, within the periods specified in Article I.4, provided the invoice and documents have been approved and without prejudice to Article II.14.7. Approval of the invoice and documents shall not imply recognition of the regularity or of the authenticity, completeness and correctness of the declarations and information they contain.

Payment of the balance may take the form of collection.

II.14.7 Suspension of payment terms

Expertise France may suspend the payment periods specified in Article I.4 at any time by notifying the Contractor that its invoice cannot be processed, either because it does not comply with the provisions of the FWC, or because the appropriate documents have not been produced.

Expertise France shall inform the Contractor in writing as soon as possible of any such suspension, giving the reasons for it.

Suspension shall take effect on the date the notification is sent by Expertise France. The remaining payment period shall start to run again from the date on which the requested information or revised documents are received or the necessary further verification, including on-the-spot checks, is carried out. Where the suspension period exceeds two months, the Contractor may request Expertise France to justify the continued suspension.

Where the payment periods have been suspended following rejection of a document referred to in the first paragraph and the new document produced is also rejected, Expertise France reserves the right to terminate the purchase order in accordance with point c) of Article II.13.1.

II.14.8 Late payment interest

On expiry of the payment periods specified in Article I.4, and without prejudice to Article II.14.7, the Contractor is entitled to interest on late payment pursuant to the French Decree 2013-269 issued 29 March 2013 on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the semester of the calendar year during which late payment interest started to accrue, plus 8 percentage points. However, when the calculated interest is lower than or equal to 200 euros, it shall be paid to the Contractor only upon request, submitted within two months of receiving late payment. The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 shall not be mandated.

Suspension in accordance with Article II.14.7 may not be treated as late payment.

Late payment interest covers the period between the day following the due date and, at the very latest, the date of actual payment as defined in Article II.14.1.

ARTICLE II.15 – RECOVERY

II.15.1 If an amount is to be recovered under the terms of the FWC, the Contractor shall repay Expertise France the amount in question according to the terms and by the date specified in the debit note.

II.15.2 If the obligation to pay the amount due is not honoured by the date set by Expertise France in the debit note, the amount due shall bear interest at the rate indicated in Article II.14.8. Interest on late payments shall cover the period from the day following the due date for payment up to and including the date when Expertise France receives the full amount owed.

Any partial payment shall first be entered against charges and interest on late payment and then against the principal amount.

- II.15.3** If payment has not been made by the due date, Expertise France may, after informing the Contractor in writing, recover the amounts due by offsetting them against any amounts owed to the Contractor by Expertise France or by calling in the financial guarantee, where provided for in Article I.4 or in the purchase order.

ARTICLE II.16 – CHECKS AND AUDIT

- II.16.1** Expertise France and the European Anti-Fraud Office may check or have an audit on the performance of the FWC. It may be carried out either directly by its own staff or by any other outside body authorised to do so on its behalf.

Such checks and audits may be initiated during the performance of the FWC and during a period of five years which starts running from the date of expiry of the FWC.

The audit procedure shall be deemed to be initiated on the date of receipt of the relevant letter sent by Expertise France. Audits shall be carried out on a confidential basis.

- II.16.2** The Contractor shall keep all original documents stored on any appropriate medium, including digitised originals when they are authorised by national law and under the conditions laid down therein, for a period of five years which starts running from the date of expiry of the FWC.
- II.16.3** The Contractor shall allow Expertise France's staff and outside personnel authorised by Expertise France the appropriate right of access to sites and premises where the FWC is performed and to all the information, including information in electronic format, needed in order to conduct such checks and audits. The Contractor shall ensure that the information is readily available at the moment of the check or audit and, if so requested, that information be handed over in an appropriate form.
- II.16.4** On the basis of the findings made during the audit, a provisional report shall be drawn up. It shall be sent to the Contractor, which shall have thirty days following the date of receipt to submit observations. The final report shall be sent to the Contractor within sixty days following the expiry of that deadline.

On the basis of the final audit findings, Expertise France may recover all or part of the payments made and may take any other measures which it considers necessary.

- II.16.5** The French Court of Auditors and the European Court of Auditors may also carry out on-the-spot checks and inspections in accordance with the procedures laid down by the French and the Union law for the protection of the financial interests of the Union

against fraud and other irregularities. Where appropriate, the findings may lead to recovery by Expertise France.

II.16.6 The French and European courts of auditors shall have the same rights as Expertise France, notably right of access, for the purpose of checks and audits.

II.16.7 Any refusal by the contractor to comply with the audit exercises and/or their conclusions may result in the automatic termination by Expertise France of the present contract without compensation.

SPECIFIC CONTRACT

No.: 2X-MSXXXX

CONCLUDED UNDER THE FRAMEWORK CONTRACT NO. 2X-ACXXXX

AWARD DATE:

EXPERTISE FRANCE

Address: 40, boulevard de Port Royal – 75005 PARIS, FRANCE

A simplified joint-stock company with share capital of €828,933 registered under the following numbers:

- Siret no.: RCS 808 734 792 00035
- Intra-community VAT number: FR36 808734792

represented for the signing of this framework contract by Jérémie PELLET, Chief Executive Officer.

Of the first part, and

Full official name	
(hereafter referred to as the “Contractor”),	
Official legal form	
Full official address	
Statutory registration number	
VAT registration number	

represented for the signing of this specific contract by:

SPECIFIC CONTRACT ENTERED INTO UNDER FRAMEWORK CONTRACT NO. **26-AC4307**

Person authorised to sign this contract (the "Contract") on behalf of the Contractor	
Name¹²	Surname (in capitals): First name:
Function	

Composition of the consortium	
Full official name	
Official legal form	
Full official address	
Statutory registration number	
VAT registration number	
Contact	Contact person: Telephone (direct line): E-mail:

[The parties identified above and hereinafter collectively referred to as the "Contractor" shall be jointly and severally liable vis-à-vis Expertise France for the performance of this specific contract.]

Of the second part.

¹² In the case of a joint offer, only one person is authorised to sign (representative duly designated by all of the bidders they represent).

HAVE AGREED ON:**ARTICLE III.1: OBJECT**

- III.1.1** This specific contract implements the framework contract ("FWC") no. **[to be completed]** signed by Expertise France and the Contractor on **[insert date]**.
- III.1.2** This object of this specific contract is **[briefly describe the object]**. [This specific contract covers item **[to be completed]** of the FWC.]
- III.1.3** In accordance with the conditions stipulated in the FWC and in this specific contract, as well as in their respective annexes which form an integral part thereof, the Contractor undertakes to perform the following tasks[:] [described in annex **[to be completed]**.]

ARTICLE III.2: ENTRY INTO FORCE AND TERM

- III.2.1** This specific contract comes into force [on its award date] [on **[date]** if both parties have already signed].
- III.2.2** The term of execution of the tasks may not exceed **[to be completed]** **[days]****[months]**. Execution of the tasks commences on **[the effective date of this specific contract]** **[date]**.

The period for performance of the tasks may only be extended with written and express approval of both parties prior to expiry of the period.

ARTICLE III.3: PRICE

- III.3.1** The maximum total price to be paid under this specific contract is **[amount in figures and words]** euros and covers all tasks performed.
- III.3.2** Over and above the maximum total price, [no reimbursable costs have been allowed for] [costs up to **[amount in figures and words]** euros will be reimbursed under the conditions set out in the FWC].

Article III.4: PERFORMANCE GUARANTEE

[N/A]

[Option 1 – Performance guarantee retained from the balance]

[A performance guarantee is constituted by withholding from the balance 10% of the total value of the specific contract. It shall be withheld for up to **[to be completed]** months from the date of payment of the balance.]

[Option 2 - Performance guarantee by bank guarantee]

[A performance guarantee for an amount of [amount in figures and in words] euros shall be issued no later than [insert date][the date of dispatch of the invoice for payment of the balance]¹³ according to the conditions laid down in Article II.15.5]

ARTICLE III.5: EXPLOITATION OF RESULTS

[N/A]

[Insert details on the intended use of results linked to the specific request for service supplementing or replacing clause I.8 of the special conditions]

ANNEXES

Request for service

Contractor's specific offer (no. [to be completed]¹⁴ dated [date])

DECLARATIVE MENTIONS AND SIGNATURES

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

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

¹³ This bank guarantee may be demanded at a later stage of contract execution and not necessarily at its start, as it covers ex post execution, and the cost of a guarantee increases the longer its term.

¹⁴ Add the number in the case of a multiple competitive framework contract.

- they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address:
<https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

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

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

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

<u>FOR THE CONTRACTOR:</u>	<u>FOR EXPERTISE FRANCE:</u>
company name / surname / first name / function	company name / surname / first name / function
Done in _____, on / /	Done in Paris, on / /
signature:	signature:
Name:	Name:
Position:	Position:

Done in one original copy (retained in the files of Expertise France).

Annex I – Specifications

TERMS OF REFERENCE

International Finance Expert – Expertise France PNG

- **Duration:** 60 working days (over a period of 4 months)
- **Contract Type:** CPS
- **Missions:** Two field missions in Papua New Guinea; One mission to Expertise France HQ (Paris)

I. General Objective

- Strengthen efficient key administrative and financial processes at the country level, focusing on budget monitoring and coordination between HQ and field teams.
- Support the recruitment, onboarding, and progressive transfer of responsibilities to a National Administrative and Financial Manager (RAF).
- Ensure continuity of financial operations during the transition from the Sustainable Development Department to the Geography (Geo) Department.

II. Mission 1 – Papua New Guinea

Objective: Guarantee financial operational continuity, strengthen field team capacity, and adapt financial monitoring tools to ensure seamless HQ-Field integration within ATLAS for both the EU-FCCB and SoNG projects.

1. **Recruitment Support (RAF) & Capacity Building**
 - Participate in the recruitment process of the National RAF.
 - Support candidate shortlisting and interviews.
 - Contribute to final selection recommendations.
2. **Budget Monitoring and Control Finance for PNG EF Country Officer and projects EU-FCCB & SoNG)**
 - Strengthen and/or update Budget Monitoring (BM) tools to enhance tracking, improve reporting accuracy for projects (EU-FCCD and SoNG), and reinforce financial oversight at Country Office level.
 - Support HQ in budget updates within ATLAS to ensure budget lines are properly matched between HQ and the PNG Country Office.
 - Identify financial risks and propose corrective actions when required.

III. Mission 2 – Transition to Geography (Geo) Department (Paris)

Objective: Support a smooth transition of financial processes and ensure alignment with Geo Department requirements.

- Ensure continuity of financial management during the transition phase.
- Review and align procedures with Geo standards and HQ guidance.
- Support the adaptation of workflows and reporting tools.

IV. Mission 3 – Papua New Guinea (Follow-up Capacity Building)

Objective: Strengthen local autonomy and ensure the effective use of financial tools under the Geo framework.

- Provide advanced capacity building to the National RAF and finance team.
- Ensure proper use of financial tools and procedures under the Geo system.
- Reinforce practical application of budget monitoring and reporting processes.
- Finalize the onboarding and technical coaching of the selected RAF.

V. Debrief and Handover

Objective: Formalize the transfer of knowledge, evaluate mission impact, and provide a roadmap for long-term financial sustainability.

- Prepare and lead a final debriefing with key stakeholders.
- Submit a structured Handover Note detailing pending tasks and critical deadlines.
- Provide strategic recommendations for the continuous improvement of financial processes and transition sustainability.

VI. Key Deliverables

1. **Functional Budget Monitoring tools** for EU-FCCB and SoNG, fully reconciled with ATLAS.
2. **Capacity Building Log:** Documented initial capacity transfer and training completion for the National RAF.
3. **Transition Alignment Note:** Detailed mapping of the shift from Sustainable Development to the Geo Department.
4. **Final Handover Report:** Comprehensive summary including recommendations and risk assessment.

VII. Indicative Work Plan

Activities	Month 1	Month 2	Month 3
National RAF onboarding & training	✓✓	✓✓✓	✓
Budget monitoring setup (HQ/PNG)	✓✓✓	✓	✓
Transition to Geo alignment	✓	✓✓	✓✓
Final handover & reporting			✓✓✓

VII. Minimum requirement

1. Education

- Master's degree (or equivalent) in Finance, Accounting, Economics, Business Administration, or a related field.

2. Professional Experience

- Minimum of 5 years of professional experience in financial management, preferably in international development cooperation, public sector or donor-funded projects.
- Proven experience in budget monitoring, financial reporting and financial control of multi-donor projects (EU funding experience is a strong asset).
- Demonstrated experience working with international organizations, NGOs or public institutions.
- Experience in supporting or setting up financial systems and procedures in a country office context.
- Previous experience in capacity building and training of local finance staff, including coaching and knowledge transfer.

3. Technical Skills

- Strong expertise in budget monitoring tools and financial reporting systems.
- Good knowledge of financial management processes within international organizations.
- Experience with ERP systems (experience with ATLAS or similar systems is an asset).
- Ability to identify financial risks and propose corrective measures.
- Strong analytical and problem-solving skills.

4. Organizational and Interpersonal Skills

- Strong ability to work in a multi-cultural and international environment.
- Excellent coordination and communication skills between HQ and field teams.
- Ability to work autonomously while ensuring alignment with institutional procedures.
- Strong capacity for knowledge transfer and mentoring.

5. Languages

- Fluency in English (written and spoken) is mandatory.
- French is an asset.

6. Other Requirements

- Availability for international travel (Papua New Guinea and Paris).
- Ability to adapt to challenging operational environments.

SPECIFIC CONTRACT ENTERED INTO UNDER FRAMEWORK CONTRACT NO. 26-AC4307

Annex II – Contractor's bid

Annex III – Sworn declaration

Annex IV – Purchase Order template

PURCHASE ORDER 2X-BCXXXX CONCLUDED UNDER THE FRAMEWORK CONTRACT NO. 2X-ACXXXX
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AWARD DATE:

CONTRACT IDENTIFICATION OVERVIEW

Object of the framework contract	
Framework agreement number	
Contractor	
Award date	

PURCHASE ORDER

PO number	
Object of the purchase order	
Interim deliverables	
End deliverables	
Execution/delivery duration	
Special conditions	

Désignations des unités commandées <i>conformément au bordereau de prix unitaires du contrat</i>	Quantités	Prix unitaires € HT	Montants en €uros HT
			- €
			- €
etc.			- €

Montant total H.T.	- €
Taux de T.V.A.	0%
Montant de la T.V.A.	- €
Montant total T.T.C.	- €

Signature of the person authorised to commit Expertise France;

Function and name	Date and place	Signature