



PUBLIC MARKET FOR INTELLECTUAL SERVICES

French Development Agency

5 Rue Roland BARTHES

75012 PARIS

SUBJECT: Implementation of Transnet's decarbonization and sustainable transition program

Contract No. MOB-2026-0176

Procurement procedure

Open call for tenders – Pursuant to Articles R. 2124-1, R. 2124-2 1° and R. 2161-2 to R. 2161-5 of the Public Procurement Code

WARNING

This document can only be amended to complete:

The identification of the Holder;

The "Price" article;

Any annexes.

Acceptance of the advance (if applicable)

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

Public establishment whose registered office is at PARIS XII - 5, rue Roland Barthes, registered with the Paris Trade and Companies Register under number B 775 665 599, represented by the Heads of the Group/Division ODA Procurement Department, acting in accordance with the powers granted to them for this purpose,

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

AND

La société _____, domiciliée _____, inscrite au Registre du Commerce and Companies _____ under the RCS number _____
Represented by _____

After having reviewed the contract and the documents mentioned below,

- I UNDERTAKE, without reservation, in accordance with the conditions, clauses and requirements of the documents referred to above to perform the services defined below, on the terms that constitute my offer.
- I AFFIRM, under penalty of automatic termination of contract, that I hold an insurance policy guaranteeing all the responsibilities I incur.
- I CONFIRM, under penalty of automatic termination of the contract, that the proposed subcontractors are also holders of insurance policies guaranteeing the responsibilities they incur.



Identity and quality of the signatory: Madam/Sir

commits the company on the basis of its offer to provide the requested services under the conditions defined below;



Identity of the representative ⁽¹⁾: Madam/Sir

☐ of the joint group

☐ attached to the joint grouping

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

Applicant's trade name and corporate name:

.....

Business address:

.....

.....

.....

Registered office address: *(if different from establishment)*

.....

.....

.....

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

Phone:

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

.....

EPA:

Intra-Community VAT number:

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

IT HAS BEEN AGREED AND STOPS WHAT FOLLOWS:

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1. Preamble

1.1 Presentation of the contracting authority

The Agence Française de Développement is a public industrial and commercial institution subject to banking law, as a financing company.

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

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

In the context of the contract, the contracting authority entrusts the performance of the contract to the Contractor, who accepts it. The purpose of this Contract is to specify the conditions under which the Holder will be required to provide these services to the contracting authority.

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

1.2 Definitions

Acts of Corruption:

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

Act of Fraud:

Means any disloyal manoeuvre (action or omission), whether criminally charged or not, intended to deliberately deceive others, intentionally concealing elements from them or surprising or vitiating their consent, circumventing legal or regulatory obligations and/or violating internal rules in order to obtain an illegitimate profit.

Contract:

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

CCTP

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

Personal data:

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

Agreement:

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

- To restrict market access or the free exercise of competition by other undertakings;
- Countering market-based price formation by artificially inducing price increases or decreases;
- Limit or control production, outlets, investment or technical progress;
- Allocate markets or sources of supply.

Confidential Information:

Denotes:

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

Agent:

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

Staff:

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

Service:

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

Outsourced Core Service Delivery:

The Order of November 3, 2014 (Articles 10q, 231 and following and 253) and the Monetary and Financial Code define the essential outsourced services as follows:

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

financial or to the continuity of its services and activities.

Holder:

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

2. Purpose of the Contract - General provisions

2.1 Subject of the Contract

This Contract defines the conditions under which the Contracting Authority entrusts to the Holder, who accepts it, the performance of the following services: Implementation of Transnet's decarbonization and sustainable transition program.

Place(s) of performance : SOUTH AFRICA+ Premises of the holder. He will work remotely and visit Transnet sites for meetings, visits, training and events.

It is possible that all or part of the Service takes place in an area classified as orange or red by the French Ministry for Europe and Foreign Affairs.

It is reminded that the security and safety of people and goods involved in carrying out the Service are the sole responsibility of the Account Holder.

2.2 General Form of the Contract

This Contract is a flat-rate Contract with instalments

2.3 Split Market into Optional Slices

This contract is divided into tranches within the meaning of Articles R. 2113-4 to R. 2113-6 of the Public procurement code. It includes a firm section and 1 optional section designated below:

- CLOSED TRANCHE: Technical assistance for the implementation of the Transnet matrix loan (Part A)
- OPTIONAL TRANCHE 1: Technical assistance for the implementation of the Global grant Gateway and study funding (Strand B)

2.4 Optional Slice Notification Timeout

The deadlines for notifying, by service order, the decision to strengthen each of the tranches are specified below, starting from the origin of the contractual deadline for the firm tranche:

- **For optional tranche 1: the market will be strengthened no later than December 2026.**

How benefits are delivered in stages:

Each service order specifies the date of execution for the services in the optional period.

correspondent.

In the event of an extension of the execution period or a delay in the execution of a tranche, the periods for the consolidation of subsequent tranches shall be extended by an equal amount provided that they do not expire before the end of this period.

It is also specified that no request for an extension of the execution period may be submitted after the contractual period for performance of the service has expired.

2.5 Termination Allowance

Not applicable.

2.6 Waiting allowance

Not applicable.

2.7 Sous-traitance

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

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

À this title, the Holder guarantees the Contracting Authority against any claim, damage or injury resulting from an act, fault or negligence of its subcontractors.

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

À default, the Account Holder remains liable for the services subcontracted and must ensure that his own insurance covers the risks related to their performance.

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

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

2.8 Contract Amendment - Review Clause

The framework agreement may be amended by the conclusion of amending acts in the cases described in Articles R. 2194-1 to R. 2194-9 of the Public Procurement Code and Article 25 of the CCAG PI. These modifications and/or additions may not have the effect of changing the overall nature of the Contract and must be directly related to

the subject of the contract.

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

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

- In the event of a significant increase or decrease in the forecast volume of services covered by the contract;
- Or/and in the event of circumstances that the contracting authority and the Holder could not foresee in their nature or scope and significantly modifying the conditions for the performance of the contract. If the parties agree to modify the contract, it is necessary to formalize the change with an amendment. The Account Holder must justify by any means the equivalence of the economic conditions between the modified/added service and the similar service on the market, notably by communicating its margin rate. **However, the increase in the maximum commitment amount cannot exceed 20% of the initial maximum amount.** In the event that the contracting authority and the Holder do not agree on the amendment of the contract, the contracting authority reserves the right to terminate the contract without compensation from the Holder.

2.9 Similar Benefits

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

3. Constituent parts of the contract

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

- This Contract and any annexes thereto;
- The specific technical specifications book (C.C.T.P) and any annexes, of which the original copy kept in the buyer's archives is the sole proof;
- The general administrative terms and conditions of public contracts for intellectual services (CCAG PI) approved by the Order of 30 March 2021 (published in JORF No. 0078 of 1 April 2021);
- The Holder's offer;
- Special acts of subcontracting and any amending acts after the notification of the contract.

4. Conditions for the performance of services

The services must comply with market stipulations.

The Contracting Authority will make available to the holder the documents in its possession necessary for the

provision of services and shall facilitate, where necessary, the collection from other competent bodies of any information or intelligence that the holder may need.

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

The Holder must perform the Service in a professional manner and in accordance with good practice.

4.1 Mission Staff

The Holder will assign the appropriate staff to carry out the various tasks necessary for the proper performance of the Service. The Holder shall communicate the names and professional qualifications of the persons who will be responsible for performing the services.

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

The Staff will intervene under the supervision, legal, hierarchical and disciplinary responsibility of the Holder. The Account Holder therefore undertakes to carry out all applicable formalities in accordance with the regulations in force at the expense of the employer, particularly regarding labor law, social security coverage, and tax obligations. The Staff will in all circumstances be under the sole authority of the Holder and will be responsible for their activity exclusively and directly to the latter.

The Holder undertakes to take the necessary steps to ensure that the Staff is able to carry out their mission both in France and in the country where the mission takes place. He will notably have to carry out the related formalities

à the administrative situation of the Staff, obtain visas and any necessary documents in accordance with local regulations. The Account Holder also undertakes to (i) have taken all necessary measures (insurance, mutual insurance, etc.) to assist the Staff in case of difficulties occurring locally, such as, for example, an evacuation for health or political reasons and (ii) provide any technical assistance that the Staff may need as part of their mission.

4.2 Technical specifications CSR and execution of the Contract

4.2.1 Environmental specification and contract execution

Reducing carbon emissions and energy consumption:

The licensee will implement measures to reduce energy consumption and carbon emissions generated by digital technology applicable to purchases. The holder describes in his technical brief: - The actions implemented applicable to the purchase - If necessary, the indicator(s) to track energy consumption and carbon emissions of digital technology and/or the actions. (1/2 to 1 page maximum).

4.2.2 Social consideration

The holder will implement one or more actions for professional gender equality applicable to the subject of the contract. The incumbent describes in his technical brief the actions promoting the achievement of professional gender equality among his staff mobilized under the contract, as well as, if applicable, the associated indicator(s). The incumbent must specify for each action: - Which lever does it relate to among the following: recruitment, equal pay/remuneration, training, working conditions, work-life balance, balanced representation of women and men in managerial and executive positions; - The associated indicator(s) where applicable. (1/2 à 1 page maximum) The Holder shall communicate, at the request of the Contracting Authority, at the end of each calendar year and at the end of the contract, the result of the action(s) implemented, including the associated indicators.

4.3 Safety

The Holder undertakes to comply with all applicable laws and regulations on security, and to take the measures required to ensure the safety of its staff, for which it is solely responsible. The Contracting Authority is not responsible for the security of natural persons or personnel of legal entities to whom the Holder entrusts or delegates, in any way whatsoever, all or part of the performance of the Service(s).

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

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

When the area(s) in which the Service is implemented becomes/become the subject of an orange or red zone classification by the French Ministry for Europe and Foreign Affairs during the execution of the contract, the Contractor undertakes to suspend its activities in the area(s) concerned and to forward its security documentation to a specialized external body, designated and financed by the Contracting Authority. The specialized external body will carry out a review of it and forward its recommendations to the only Holder, who will decide on the follow-up to be given under his sole responsibility. The external specialized body shall send the Contracting Authority a certificate drawn up by it certifying the review of the documentation submitted. No new intervention in the area(s) concerned may be organised before this certificate is received by the Contracting Authority.

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

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

4.4 Suspension on Grounds of Serious and Imminent Risk

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

The Holder shall inform the Contracting Authority without delay.

The Holder shall, within a maximum of seven (7) days from its decision, justify in writing to the Contracting Authority that its decision was consistent with the terms of the first paragraph above. It will specify the reasons that led to its decision, the foreseeable consequences for the Contract, the measures proposed to minimize these consequences and the costs incurred by this demobilization and/or suspension.

The amount of the reimbursable expenses, resulting directly from this suspension, demobilization and/or remobilization of personnel, less the amounts paid by the insurance of the Holder, as well as the reimbursement terms shall be determined jointly by the parties.

The Contractor shall continue to fulfill its obligations under this contract and take all measures to minimize the consequences of the demobilization of personnel or any relevant stakeholder and a possible suspension of benefits. The parties shall determine, as necessary, any adjustments to this contract to ensure continued performance of the services.

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

5. Duration of the Contract – Lead times - Renewal

5.1 Contract Term

The maximum contract duration is set at 5 years.

5.2 Turnaround Times

The turnaround times for expected benefits are broken down as follows:

Slice		Timeout
N°	Designation	
1	FIRM SLICE	03 YEARS OLD
2	OPTIONAL SLICE 1	03 YEARS OLD

5.3 Renewal

The contract will not be renewed.

6. Prices and price changes

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

- **Firm slice:**

Amount excluding tax (in figures) (€):

VAT amount at the rate of: 00%

Amount incl. tax (in figures) (€):

Amount incl. tax (in letters) (€):

- **Optional Slice 1:**

Amount excluding tax (in figures) (€):

VAT amount at the rate of: 00%

Amount incl. tax (in figures) (€):

Amount incl. tax (in letters) (€):

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

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

6.1 Contract Pricing Method

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

6.2 Price Content

By way of derogation from Article 10.1.3 of the CCAG PI, all amounts listed in this contract are deemed to include all reasonably foreseeable constraints on the performance of the services covered by the contract, all expenses resulting from the performance of the services, so that the contracting authority has nothing to pay in addition.

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

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

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

6.3 Regarding mission expenses

6.3.1 Rules applicable to transport

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

The most direct and cost-effective travel solution should be systematically offered.

Consultants must schedule their assignments as best they can to allow the reservation of transport tickets at advantageous rates.

Regarding air transport, the default travel conditions are those corresponding to the class

Economic airlines. Business trips can be made in class.

Business when one of the following conditions is met:

- the journey has a travel time (take-off from the origin airport - landing at the destination airport) of more than 10 hours;
- the trip is made at night;
- if there is no flight at the Economy or Premium fare for the period during which the journey must absolutely be made (with prior written agreement from the AFD)

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

Transport costs shall be reimbursed to the package within **the price indicated in the financial annex**, and within the limits of the indications mentioned above.

6.3.2 The per diem

The mission fees will be paid in fixed-price units for the per diem based on the actual quantities consumed, according to the conditions indicated below:

Per diem covers accommodation, meals, transportation costs within the mission area and miscellaneous expenses.

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

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

6.4 Price change

Market prices are firm and final

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

This month is called "month zero".

7. Advance

Subject to the conditions provided for in Articles R. 2191-3 et seq. of the Public Procurement Code, an advance is paid to the contract holder unless otherwise specified in the commitment document. The holder, in any case, may refuse to pay an advance as indicated in the commitment document. The advance is neither renewable nor subject to revision, regardless of the form of the market price.

It gives rise to a single payment at the start of execution of the contract.

The payment of the advance is not conditional on the provision of a security at first request.

Payment of the advance shall be made within 30 days from notification of the contract to the contractor, and in any case before payment of the first invoice. The advance will be calculated, based on the duration of the contract, under the conditions defined in Article R. 2191-7 of the Public Procurement Code. A repayable advance shall be paid to the Holder.

The advance rate is set at 20% of the market amount including tax.

The reimbursement of the advance will be made in full on the next payment, by deduction from the amounts due to each third party (holder, co-contractor or subcontractor).

8. Retention monies

No security will be withheld.

9. Settlement of accounts to the holder

9.1 Price Settlement Terms

9.1.1 Price settlement

The amount of this contract shall be invoiced according to the following payment schedule:

Slice	Deadline of payment	Timeline of payment	Deliverables / payment basis
Firm slice	Payment No. 1	50% of the firm slice	Complete TdR of Missions 1 and 3 Technical analysis reports on the offers from Missions 1, 2 and 3
Firm slice	Payment No. 2	50% of the firm slice	Follow-up report for Missions 1 to 3, including notament: analysis reports on the deliverables of the Presta-Recruited staff, participation in follow-up meetings / steering committees Complete deliverables for mission 4
Slice Optional 1 (if confirmed)	Payment No. 3	33% of the slice Optional 1	Deliverables 1 and 2 of mission 5, including the TdR complements and the technical report of the study's offers signalling/ ERTMS,

Slice Optional 1 (if confirmed)			• Validation of the first two (2) reports trimes- Mission 6 teams
	Payment	33% of the	• Validation of the complete deliverables for Mission 5, in- including in particular the follow-up reports of the Si- study- gnalisation / ERTMS, • Validation of the first six (6) quarterly reports Mission 6
	No. 4	slice Optional 1	
Slice Optional 1 (if confirmed)	Payment	34% of the	• Validation of the twelve (12) quarterly reports of the Mission 6, namely all the monitoring reports, supervision and reporting covering the con-period stunned, including in particular the elements of reference ting AFD / EU and the final summary note
	#5	slice Optional 1	

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

9.1.2 Payment requests

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

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

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

9.1.3 Transmission of payment requests

The filing, transmission and receipt of electronic invoices are carried out exclusively on the Chorus Pro billing portal. When an invoice is transmitted outside this portal, the Contracting Authority

may reject it after reminding the issuer of this obligation and inviting him to comply with it. To do this, your electronic invoices addressed to the Contracting Authority must necessarily include the following information:

Establishment:	ESTABLISHMENT OF THE FRENCH AGENCY FOR DEVELOPMENT
SIRET:	77566559900129
CHORUS Service Code:	PAR-MOA-026
Market Number:	MOB-2026-0176
Project number:	Tranche A "closed: FAPS consultant TGE 'Optional' Tranche B: CMA1213 03

9.2 Regulations in case of joint and several co-owners

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

In the event of a joint and several consortium, separate payments will be made to each co-contractor if the distribution of payments is identified in the appendix to this Contract.

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

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

9.3 Payment Periods

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

9.4 VAT

This contract is exempt from value added tax when (i) the contract finances a cooperation action benefiting a country outside the European Community, (ii) the provision consists of information, consulting, study or research services, (iii) the result of the benefits is communicated to the country concerned and (iv) the framework for intervention of the benefit is oriented in such a way as to highlight the certain benefit of the benefit for the country concerned.

In accordance with the interpretative note of the French Tax Legislation Service dated 28 March 1986, the services designated in the General Tax Code are exempt from VAT when these intangible services are ordered by French public bodies involved in their cooperation and assistance mission for the benefit of states or foreign organizations located outside the European Union. Please note that subcontractors are not exempt from VAT.

The status of AFD, the characteristics of the services to be provided as well as their purpose, allow for

The Service Provider should claim this exemption from the tax authorities, to which he would have to provide justifications.

9.5 Interest on arrears

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

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

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

10. Penalties

10.1 Procedures for applying penalties

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

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

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

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

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

10.2 Late penalties

The documents to be produced by the holder within a time limit set by the contract must be sent by the holder by any means capable of attesting to their date of receipt by the buyer. Notwithstanding section 14.1.1 of the CCAG PI, the procedures for applying late payment penalties are as follows:

Any delay will be determined by simply comparing the date of completion of the service with that set in the TDRs or in the holder's offer. If the execution period is exceeded, the holder incurs a flat penalty set at €150 per day of delay.

In accordance with Article 14.1.2 of the CCAG PI, the total amount of late payment penalties may not exceed 10% of the total amount excluding tax for the tranche in question. By way of derogation from Article 14.1.3 of the CCAG PI, the holder will not be exempted from penalties whose total amount does not exceed €1000 excluding tax for the entire contract.

10.3 Penalties for breach of security or confidentiality obligations

Confidentiality is an essential obligation of this Agreement.

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

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

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

10.3.1 Penalties for Enforcement at Expense and Risk

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

10.4 Other penalties

- **Penalties for absence from a meeting** : €160/absence if no valid justification is provided by the service provider,

-**Breach penalties**: - Failure to comply with labor protection obligations and

Conditions - Failure to comply with formalities relating to the fight against illegal work: €160 without prejudice

of the termination of the contract without compensation - Failure to comply with the clauses of the technical brief: €500 - The non-

compliance with the legislation on the protection of personal data: €150

- **Subcontracting not before intervention** : €500 without prejudging the termination of the contract without compensation.

11. Termination of the service

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

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

12. Admission – Completion of the mission

Upon receipt of the deliverables, the Contracting Authority will have 15 working days to approve or not the deliverables. If

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

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

13. Insurance – Liability

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

Furthermore, according to the form of any grouping:

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

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

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

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

14. Intellectual property – Use of results

14.1 Prior Knowledge Regime and Standard Prior Knowledge

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

14.2 Results regime

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

14.2.1 Assignment of Copyright

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

Specifically, the Assignment includes rights:

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

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

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

14.2.2 Assignment Guarantees

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

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

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

14.2.3 Transfer Remuneration

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

15. Review of the security plan

At the time of the contract notification, if the area(s) where the Service is implemented are classified as orange or red by the French Ministry for Europe and Foreign Affairs, the Holder undertakes to forward his security plan to a specialized external body designated and financed by the Contracting Authority. This transmission is carried out as soon as the market is notified and before any movement and intervention in this/these zone(s).

The external specialized body will forward its recommendations to the only Holder, who will decide on the follow-up to be given under his sole responsibility.

The external specialized body shall send the Contracting Authority a certificate drawn up by it certifying the review of the documentation submitted. No travel by the Holder may be carried out before receipt of this certificate by the Contracting Authority.

16. Supplementary clauses

16.1 Receivership or judicial liquidation

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

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

The contracting authority shall send a formal notice to the administrator or liquidator asking whether it intends to require performance of the contract. In the event of judicial reorganization, this formal notice is addressed to the holder in the case of a simplified procedure without an administrator if, pursuant to Article L627-2 of the Commercial Code, the supervisory judge has expressly authorized the latter here to exercise the option provided for in Article L622-13 of the Commercial Code.

In the event of a negative response or failure to respond within one month from the sending of the formal notice, the contract shall be terminated. This period of one month may be extended or shortened if, before the expiration of the said period, the judge has granted to the administrator or liquidator an extension, or has given him a shorter period.

The termination takes effect on the date of the decision by the administrator, liquidator or holder to renounce to continue the performance of the contract, or at the end of the one-month period above. It does not entitle the contractor to any compensation.

16.2 Declaration and obligations of the Holder

16.2.1 Holder's Statement

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

The Contractor states:

- that it has obtained from the competent authorities all the necessary authorizations to carry on its activity.
- that it has all the necessary authorizations for the validity of the Contract and the performance of the obligations arising therefrom;
- that the Personnel is employed by him in accordance with the labor regulations applicable to him. In accordance with Articles L 8222-1 and D 8222-5 of the Labor Code, the Service Provider must provide the following documents upon signing the Contract, then regularly depending on the validity period of each document:

- The valid document certifying the actual registration of the structure (K-bis extract or equivalent)
- A tax certificate issued by the competent authorities certifying that the Account Holder is up to date with their tax obligations;
- A certificate issued by the competent authorities certifying that the Account Holder is up to date with its

social obligations;

- A valid civil and/ or professional liability insurance certificate.
- The nominative list of foreign workers outside the EC or posted, jobs by structure or otherwise a sworn statement of non-employment of foreign workers outside the EC.

These documents must be provided and kept up to date in the PROVIGIS tool – a tool for collecting certificates, which is used by the Contracting Authority.

16.2.2 Confidentiality Obligation

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

- are protected and kept strictly confidential, and be treated with the same degree of precautionary and protective confidentiality as it grants to its own confidential information importance;
- are transmitted internally only to the Staff;
- are not used for any purpose other than that defined by the Contract.

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

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

At the end of the contract, the Account Holder undertakes to return the documents provided in full.

16.2.3 Powers of the Holder

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

16.2.4 Integrity Clause

The Holder declares and undertakes to:

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

16.2.5 Personal Data

As part of the Service, the Data Controller may be required to process personal data, within the meaning of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, known as

General Data Protection Regulation ("GDPR") and the amended Law No. 78-17 of 6 January 1978, known as the "Data Protection Act" (hereinafter "the Data"), on behalf and under the responsibility of the Contracting Authority. Therefore, the Holder would act as a "subcontractor" of the Contracting Authority, within the meaning and under the conditions described in Article 60 of the Data Protection Act and 28 of the GDPR.

Also, if applicable, the Holder undertakes to:

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

Subcontracting

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

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

Security, privacy and auditing

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

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

These obligations of confidentiality and security of the Data remain valid after the end of the Contract as soon as the Holder continues to store or access the Data. These obligations do not

will only end on the day when the Holder stops accessing and/or storing the Data.

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

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

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

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

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

Notification of Data Breaches by the Holder

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

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

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

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

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

Power of instruction of the Contracting Authority

The Contracting Authority shall have extensive rights to give all instructions, in particular as regards the nature, importance and methods of processing of the Data. The instructions given by the Contracting Authority must be in writing and may not give rise to a request for additional remuneration by the Holder.

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

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

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

Rights of data subjects

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

Formalities

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

Proof of treatment compliance

The Data Controller undertakes to keep and make available to the Contracting Authority all relevant documentation justifying that the processing of the Data implemented by the Data Controller on behalf of the Contracting Authority has been carried out in accordance with the commitments made under the Contract as well as to the

possible specific instructions from the Contracting Authority.

The Holder undertakes to keep said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which the liability of the Contracting Authority may be incurred due to the terms and conditions of implementation of the processing of Data by the Holder. The Holder may nevertheless release himself in advance from this obligation by submitting said documentation to the Contracting Authority at the end of the Contract.

Management of the contracting authority's suppliers

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

16.3 Obligations of the contracting authority

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

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

16.4 Miscellaneous

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

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

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

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

17. Audit

The Contracting Authority reserves for itself, or for the Prudential Control and Resolution Authority (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the Monetary and Financial Code for services to be performed abroad or within the framework of the ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public record authority as well as for

the persons designated by them have the right to carry out any audit of the Supplier. This audit could:

- Aim to verify compliance by him with his contractual obligations, the conditions for performance of services and/or the holder's performance, as well as the applicable regulatory requirements;
- Relate to personal data, the details of which are specified in Article "Personal data" of this contract;
- Allow the exercise of ACPR's supervisory and resolution powers, as provided for in Article 63(1)(a) of Directive 2014/59/EU and Article 65(3) of the Directive 2013/36/EU.

The Contracting Authority reserves for itself and for the ACPR, as well as for any person possibly appointed by them, the unconditional right to inspect and audit the way in which the service provider fulfils the applicable contractual and regulatory requirements. In this context, the contracting authority, the ACPR and third parties mandated by them will have full access to all relevant business premises (headquarters, operations centres, etc.), to all equipment, relevant systems, networks, information and data used to provide the service, including related financial information, and to the staff members and external auditors of the service provider, who may be asked for written or oral explanations free of charge.

Therefore, the contracting authority reserves the right to carry out so-called individual audits and penetration tests at the service provider in order to assess the effectiveness of the measures and processes implemented in terms of cybersecurity and internal ICT security.

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

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

The Holder is notified by the Contracting Authority, the ACPR or third parties acting on their behalf of the control in writing one month before the triggering of the audit, unless this is impossible due to an emergency or crisis situation or leads to a situation in which the audit would no longer be effective. In this capacity, the Contracting Authority may appoint an independent expert who is not competing with the Holder and must sign a confidentiality agreement.

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

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

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

These archives include in particular (list not exhaustive):

- Physical documents (paper, CD...),

- Electronic documents (emails and information stored in electronic databases)

In the event that the Contracting Authority requires the production of documents in the sole and demonstrated possession of the Holder, audits will then be conducted on the premises of the Holder and must comply with business hours, to the customs and safety rules in force in the premises in question. The Contracting Authority may enter the premises of the Holder after notifying its request in writing and respecting a notice period of 72 hours.

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

18. Reversibility

À any time during the execution of this contract, at the request of the Contracting Authority, as well as in case of expiration or termination of all or part of the contract for any reason whatsoever:

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

Upon termination of the Contract, whatever the cause, the Contractor shall keep at the disposal of the Contracting Authority any document that may be necessary in connection with the resumption of the service, whether to provide it itself or entrust it to a third party.

At the request of the Contracting Authority, the Holder undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even if one-off, made by the Contracting Authority or by the Holder designated by it to resume the service covered by this Contract.

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

- if the reversibility results from a termination or cessation of the Contract, following a fault or a failure by the Holder, or if it results from a non-renewal at any of the dates of the Contract due to the Holder, reversibility assistance services provided by the Holder are not invoiced to the Contracting Authority,
- if the reversibility arises from the occurrence of a case of force majeure or from a termination of the Contract as part of a shared liability, the costs of assistance to the Reversibility are shared by half,
- if reversibility arises from any other cause of interruption of this Contract, the reversibility assistance services provided by the Holder are invoiced to the Contracting Authority in full.

In this context, the Holder undertakes to:

- render, in an honest, usable and agreed format, all the data belonging to the Power
The Contracting Authority and any personal data previously communicated by the Contracting Authority,

- destroy any copies of this data and not use it for your own purposes or for the benefit of third parties

The Holder undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in the event of insolvency, resolution or interruption of the Holder's commercial activities. It shall not sub-outsource the Service or transfer the data to a third party without the prior written consent of the contracting authority and shall refrain from any measure that has the effect of hindering the access of the contracting authority to the data belonging to it. In the event of a voluntary interruption of its commercial activities related to the Service, the Holder undertakes to notify the Contracting Authority at least 3 years in advance and to ensure the reversibility of the outsourcing of the Service.

19. Contract Termination

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

19.1 Termination at the fault of the holder

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

More particularly, and not exhaustively, the contracting authority reserves the right to terminate the contract in case of:

- repeated non-performance or poor-quality performance of expected and operational requirements;
- repeated application of the penalties provided for in Article "Penalties" of this Contract, without any significant improvement;
- Repeated reports of refusals or postponements of benefits, in accordance with the provisions for verification and validation of benefits set out in the Admission - Completion article of this Contract;
- non-compliance with the provisions of the appendix to this "Security" Contract.

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

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

- the latter no longer has the mandatory certifications and approvals required for carrying out the Service ;
- When the processing, management or security of confidential information and personal or sensitive data presents weaknesses such as the integrity, security, confidentiality or fair treatment of this information and data appears compromised.

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

In case of termination for fault:

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

- By way of derogation and in addition to Articles 39 and 41.3 of the CCAG PI, the portion of the benefits already completed by the holder is remunerated with a 10% abatement.
- The Holder shall indemnify the contracting authority for all costs and/or damages incurred and suffered by the contracting authority as a result of the termination of the contract directly or indirectly, and in particular where appropriate, the costs incurred by the contracting authority as a result of the replacement of the Holder by a new service provider.

In the event of termination pursuant to Article L2195-4 of the Public Procurement Code, the equivalent offences provided for by the legislation of another non-European Union state shall also apply.

In addition to Article 39 of the CCAG PI, in case of non-production within 8 days of the acceptance of a second-tier subcontract or higher submitted by the first-tier subcontractor or higher, a personal and joint and several guarantee guaranteeing the payment of all amounts owed by them to the subcontractor treating second and higher, and after formal notice to the subcontractor of rank 1 and above and the holder of the contract, remained without effect within a period set at 8 days, the contract will be terminated at the expense of the holder without him being able to claim compensation and, if necessary, with execution of the services at his expense and risk.

19.2 Termination for reasons of general interest

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

19.3 Termination for non-compliance with formalities relating to the fight against illegal work

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

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

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

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

within a period of two months, proof that she has put an end to the tort. Otherwise, the contract may be terminated without compensation, at the contractor's expense and risk. The legal person governed by public law shall inform the reporting agent of the action taken by the undertaking in response to his order. Failing to comply with the obligations arising from the first and third paragraphs of this article or, in the event of continuation of the contract, if proof of the termination of the tort situation has not been provided within a period of six months following formal notice, The legal person governed by public law is jointly and severally liable with its co-contracting party for the payment of the amounts mentioned in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3.

20. Disputes

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

Only French law is applicable.

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

21. Provisions applicable in the case of foreign holders

Only French law is applicable to this contract.

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

22. Derogations from general documents

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

23. Acceptance of the advance

An advance is provided for under the conditions set by the regulations in force.

Sole holder or agent:

☐ Refuses to receive the advance

☐ Agrees to receive the advance

The candidates' attention is drawn to the fact that if no choice is made, the contracting authority will consider that the company refuses to receive the advance payment.

The collection of the advance by co-contractors and subcontractors is indicated in the annexes.

The advance will be paid and absorbed under the conditions set by the article "Advance" of this Contract, which also determines the guarantees to be implemented by the company(s).

24. Signature of the candidate

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

The supplier adheres to the Supplier Relations Charter presented [here](#) and undertakes to respect the principles and commitments set out above, throughout the entire purchasing process and contractual relationship with the AFD group.

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

Made in one original

A :

The

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

25. Acceptance of the offer by the contracting authority

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

This offer is accepted as a deed of engagement.

A

The

The Contracting Authority

26. Annex: Subcontracting declaration

Annex to the Single Contract (CU)

Contracting authority: Agence Française de Développement

- Buyer Designation:

.....
.....

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

.....
.....

Subject of the contract

Subject of the consultation: Implementation of Transnet's decarbonization and sustainable transition program

Subject of the contract: Implementation of Transnet's decarbonization and sustainable transition program

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

- ☐ A document attached to the tenderer's tender.
- ☐ A special act accepting the subcontractor and approving its payment terms (*subcontractor presented after contract award*)
- ☐ A special amending act: it cancels and replaces the subcontracting declaration of

Identification of the tenderer or holder

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

.....

.....
.....

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

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

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

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

Identification of the subcontractor

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

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

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

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

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

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

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

☐ YES ☐ NO

Nature of subcontracted benefits

Nature of subcontracted benefits:

.....

Subcontracting of personal data processing:

(To be completed where appropriate)

.....

.....

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

.....

The duration of treatment is:

The nature of the operations performed on the data is:

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

The personal data processed are:

The categories of persons concerned are:

The bidder/holder states that:



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



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

Price of subcontracted services

Amount of subcontracted benefits:

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

a) Amount of the subcontracting contract in the case of services not covered by (b) below: - VAT rate:

- Amount excluding tax (€):

- Amount incl. tax (€):

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

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

- Amount excluding VAT (€):

Price variation procedures:

.....

The holder states that its subcontractor meets the conditions for being **entitled to direct payment:**

(Art R. 2193-10 or Art R. 2393-33 of the Public Procurement Code)

☐ YES ☐ NO

Payment condition

Bank references:

(Attach an IBAN)

IBAN:

BIC:

The subcontractor requests an advance:

☐ YES ☐ NO

Capacities of the subcontractor

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

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

Identical to the holder.

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

- Internet address:

.....

- Information needed to access it:

Sworn statements by the subcontractor regarding exclusions from the procedure

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

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

() Where an economic operator is, during the procedure for awarding a contract, placed in one of the cases of exclusion mentioned in Articles L. 2141-1 to L. 2141-5, Articles L. 2141-7 to L. 2141-10 or Articles L. 2341-1 to L. 2341-3 of the Public Procurement Code, he shall inform the buyer of this change of situation without delay.*

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

Evidentiary documents available online:

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

(If the address and information are identical to those provided above, simply refer to the relevant section.)

- Internet address:

- Information needed to access it:

Assignment or pledging of claims resulting from the public contract

☐ **1st hypothesis:** This subcontracting declaration constitutes a **special act**.

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

Consequently, the holder submits with DC4:

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

OR

☐ A certificate or release from the beneficiary of the transfer or pledge of

receivables.

☐ **2nd hypothesis:** This subcontracting declaration constitutes a **special amending act**:

- ☐ The holder requests the amendment of the single copy or certificate of cessibility, provided for in Article R. 2193-22 or Article R. 2393-40 of the Public Procurement Code, which is attached to this document;

OR

- ☐ The single copy or certificate of assignment that has been submitted for the purpose of an assignment or a pledge of receivables and cannot be returned, the holder justifies either that the assignment or pledging of claims relating to the public contract does not prevent direct payment to the subcontracted party, or that its amount has been reduced in order for this payment to be possible.

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

Acceptance and approval of the subcontractor's payment terms

A , the A , the

The subcontractor:

.....

The bidder or holder:

.....

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

A , the

The buyer's representative:

Notification of the special act to the holder

If sent by registered letter with acknowledgment of receipt:

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

In case of delivery against receipt:

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

A , the

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

Annex to the Single Contract (CU)

Complete one copy per co-contractor:

Applicant's trade name and corporate name:

.....

Business address:

.....

.....

.....

Registered office address: *(if different from establishment)*

.....

.....

.....

Email address:

Phone:

Fax:

NO SIRET: APE:

Intra-Community VAT number:

Agree to receive the advance:

☐

Yes

☐

No

Bank references:

IBAN:

BIC:

Company designation	Benefits concerned	Amount Excluding tax (€)	Rate VAT	Amount incl. tax (€)
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
	Totals			

28. Annex: Pledging or assignment of receivables

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

OR

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

1 ☐ The entire contract whose amount is *(indicate amount in figures and letters)*:

.....

2 ☐ The full amount of purchase order no. pertaining to the contract *(indicate the amount in numbers and letters)*:

.....

3 ☐ The part of benefits that the holder does not intend to entrust to subcontractors benefiting from direct payment, is valued at *(indicate in figures and letters)*:

.....

4 ☐ La party of benefits evaluated to *(indicate the amount in numbers and in letters)*:

.....

and to be executed by

.....

as:

☐ member of a business group

☐ subcontractor

A the

Signature (2)

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

29. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF
PERFORMANCE OF SERVICE CONTRACTS

Service contract

Summary

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Definitions

- The Contract

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

- The Client

Designates the AFD, party to the Contract.

- The Service Provider

Designates the service provider party to the Contract.

- Information system

All the hardware, software, methods and procedures and, if necessary, the personnel required to process the Information.

- Information

Refers to the information belonging to the Client, stored or not on its information system and to which the service provider may have access in the exercise of the contract.

- Remote login

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

General

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

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

The stipulations of this annex apply to the Service Provider, employees and subcontractors, having or likely to have access to the Information.

Commitment and rights of the parties with regard to security

The Client shall make available to the Service Provider its information security documentation (policies, procedures and rules) necessary for the execution of the contract. The Service Provider undertakes to take cognizance of the documentation provided by the Client regarding Information security and to comply with the policies, procedures and rules contained therein. The Service Provider undertakes not to disclose this documentation transmitted as part of the execution of the Contract.

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

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

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

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

The Service Provider is informed that the Client handles information covered by professional banking secrecy within the meaning of the monetary and financial code. The Service Provider undertakes to respect the confidentiality of the client's information as a matter of professional secrecy governing its profession.

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

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

The Client may require the Service Provider to provide a copy of the identity document of its employees in charge of performing the services provided for by the Contract before they are granted access to the sites and/or the Client Information.

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