

Accord-cadre de Services

ACTE D'ENGAGEMENT VALANT CAHIER DES CHARGES

Cadre réservé à l'acheteur

MARCHE N°

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A- Objet du marché

Affaire N° 202600FCS042

Marché de formations EASA : formations pratiques modulaires au pilotage et formations avancées

La consultation comporte 4 lots

Le présent acte d'engagement concerne le lot n°	01	02	03	04
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Procédure adaptée en application de l'article R2123-1 3° du Code de la commande publique.

B- Identification du pouvoir adjudicateur

Maître d'ouvrage : Ecole Nationale de l'Aviation Civile
Siège Administratif - Département Opérations

Adresse : ENAC Ecole Nationale de l'Aviation Civile 7, Avenue Edouard BELIN BP 54005 31055 TOULOUSE Cedex 4

Téléphone	:	+335 62 17 40 00
Télécopieur	:	+335 62 17 40 23
Courriel	:	marches-publics@enac.fr
Adresse internet	:	https://www.marches-publics.gouv.fr

Signataire du marché :	Monsieur le Directeur Général de l'ENAC ou son représentant
Personne habilitée article R2192 du CCP :	Monsieur le Directeur Général de l'ENAC ou son représentant
Ordonnateur :	Monsieur le Directeur Général de l'ENAC
Comptable assignataire des paiements :	Madame L'Agent comptable

C- Contractant(s)

Signataire

Nom :	
Prénom :	
Qualité :	

☐	Signant pour mon propre compte
☐	Signant pour le compte de la société
☐	Signant pour le compte de la personne publique prestataire

et

☐	Agissant en tant que prestataire unique
☐	Agissant en tant que membre du groupement défini ci-après

☐	Solidaire	☐	Conjoint
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NB : l'acheteur se réserve la possibilité d'imposer le groupement solidaire après attribution. En cas de groupement conjoint, le mandataire est solidaire des autres membres du groupement.

Prestataire individuel ou mandataire du groupement

Raison sociale :	
Adresse :	
Code postal :	
Bureau distributeur :	
Téléphone :	
Fax :	
Courriel :	
Numéro SIRET :	
Numéro au regis0du commerce :	
Ou au répertoire des métiers :	
Code NAF/APE :	

En cas de groupement, cotraitant n°1 Raison sociale : Adresse : Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :	Cotraitant n°3 Raison sociale : Adresse : Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :
Cotraitant n°2 Raison sociale : Adresse : Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :	Cotraitant n°4 Raison sociale : Adresse : Code postal : Bureau distributeur : Téléphone : Fax : Courriel : Numéro SIRET : N° Registre commerce : N° Répertoire des Métiers : Code NAF/APE :

Commitment: Having reviewed the contract documents, I (we) hereby commit, without reservation, in accordance with the terms and conditions set forth below and the referenced documents, to perform the requested services under the conditions defined below,

I hereby undertake (or, on behalf of the consortium of which I am the authorized representative, the consortium undertakes), based on my bid (or the consortium's bid), expressed in euros, prepared in accordance with the economic conditions prevailing in the month of submission of the final bids, namely June 2026.

The bid thus submitted is binding on me for a period of 180 days from the deadline for submission of final bids.

D- Clauses Administratives et Techniques

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About ENAC

Founded in 1949 with the goal of ensuring “air transport safety,” ENAC is the training institution of the Directorate General of Civil Aviation (DGAC), which operates under the supervision of the Ministry of the Environment, Energy, and the Sea (MEEM).

As established by Decree No. 2007-651 of April 30, 2007, as amended, ENAC's missions include providing initial and continuing training for civil aviation technical staff as well as for numerous professionals destined for the civil aviation sector, both nationally and internationally.

In this capacity, ENAC operates a fleet of simulators and aircraft and provides training for pilots and instructors, primarily for its clients; it also performs the calibration of radio navigation aids at French and foreign airports on behalf of the DTI.

In this way, it contributes to aviation safety and to the national effort in training, research, and technological development. Finally, it supports the development of the European aviation sector and carries out engineering and consulting assignments, particularly abroad.

The training programs offered by ENAC highlight the school's three main areas of activity, which complement one another: training in air transport systems engineering, training in air traffic management, and training for pilots and flight instructors—with a particular focus on training airline pilots for ENAC's client airlines.

Pilot training at ENAC is conducted in accordance with European EASA regulations and under the ATO (Approved Training Organization) certification issued by the DSAC.

ENAC consists of an administrative headquarters in Toulouse and eight campuses. The school is thus geographically spread across nine distinct locations.

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ENAC's key figures are:

- Undergraduate programs:
 - 21 programs, including 9 specialized master's degrees (three in China),
 - 2,000 students, including 300 in China,
 - 600 graduates per year,
 - 56% joining the DGAC and 44% entering the private sector.
- Continuing education:
 - More than 600 training sessions per year,
 - Nearly 5,000 trainees,
 - 48% from the DGAC and 52% from the private sector,
 - 26% of trainees are international.

Acronymes

- AMC : Acceptable Means of Compliances
- ATO : Approved Training Organisation
- ATP : Déroulé Anormal de formation
- BF/DBF : Briefing / debriefing
- BPU : Bordereaux des prix unitaires
- CCAG FCS : Cahier des clauses administratives générales des marchés publics de fournitures courantes et de services
- CFI : Chief Flight Instructor / Chef Pilote instructeur
- CMM : Compliance Monitoring Management
- CPL : Commercial Pilot Licence
- CPL IRME : Commercial Pilot Licence Instrument Rating Mutli Engine
- DGAC : Direction Générale de l'Aviation Civile
- DSAC : Direction de la Sécurité de l'Aviation Civile
- DUAL : vol avec instructeur en tant que commandant de bord
- EASA : European Aviation Safety Agency
- EFB : Electronic Flight Bag
- ENAC : École Nationale de l'Aviation Civile
- FFS : Full Flight Simulator
- FSTD/FNPT II : Flight Simulation Training Device
- HDV : Heure de Vol ; également le nom du logiciel de suivi des vols
- HT : Head of Training / responsable pédagogique
- IFR : Instrument flight rules
- IRME : Instrument Rating Mutli Engine
- LAPL(A) : Light Aircraft Pilot Licence (Avion)
- OACI : Organisation de l'aviation civile internationale
- OMM : "Organisation Management Manual"
- PI : Propriété intellectuelle
- PPL(A) : Licence Avion de Pilote privé
- QC MEP : Classification de classe multi-moteurs
- QT : Qualification de type
- SGS : Système de gestion de la sécurité
- SMS : "Safety Management System"
- SM : "Safety Manual"
- SOLO : vol sans instructeur
- SPIC : vol avec instructeur où le stagiaire agit en tant que commandant de bord
- TRE : Type Rating Examiner
- TRI : Type Rating Instructor
- TRM.GEN : Manuel des procédures pédagogiques de l'ENAC
- UPRT : "Upset Prevention Recovery Training"

Article 1 - Introduction

1.1 Objective

The purpose of this contract is to select EASA-approved ATO providers to conduct the modular EASA flight training courses defined below, as well as to conduct aircraft type rating training with or without basic training; TRE training, and restricted simulator-based training (SFI, restricted TRI on simulator), in accordance with applicable regulations, for ENAC trainees and ENAC staff.

- LOT 1: Modular practical training (EASA PPL(A); modular LAPL(A) with IFR module; CPL(A); MEP Qualification Course; IRSE; IRME; maturation, etc.).
- LOT 2: A320 training: for the EASA A320 type rating with or without basic training, as well as restricted simulator training (SFI / restricted TRI on simulator)
- LOT 3: A220 Training: EASA A220 type rating training with or without basic training, as well as simulator-restricted training (SFI / TRI restricted to the simulator).
- LOT 4: Citation CJ2 M II Training: Training for the EASA CJ2 M II type rating without basic training, as well as simulator-restricted training (SFI / TRI restricted to the simulator)

1.2 Context

ENAC's Flight Training and Operations Division (DFPV) trains students from ENAC's educational programs, airline pilot trainees for client airlines, and its own staff.

As part of its commitments and the contracts regularly signed by ENAC and each of its clients, ENAC generally carries out the following activities:

- Selection of the best candidates from among those preselected by the client
- ATPL theoretical training at the Toulouse site for selected candidates
- CPL, IR/SE, IR/ME, and MCC practical training at various ENAC sites
- Modular training programs

These theoretical and practical training courses are conducted in accordance with Regulation 1178/2011, Annex I PART-FCL, and in accordance with ENAC's educational standards as described in the training manuals (TRM). All of these training courses are provided under ENAC's ATO approval and are approved by the DSAC.

Some of these training courses are conducted in English.

Upon completion of these training courses, internal ENAC progress assessments and proficiency checks enable the issuance of EASA licenses and associated ratings.

For most clients, ENAC's services conclude after the MCC module, at which point pilots return to their airlines to continue their aviation training with a type rating followed by line conversion.

Faced with high demand, ENAC wishes to subcontract a portion of its training to ATOs holding an EASA certificate and located within Europe.

Article 2- Généralités

2.1 Duration and completion deadlines

The term of the framework agreement is the period during which purchase orders may be issued. It is set at 12 months,

effective from the date of notification of the contract.

The contract is automatically renewable, under the conditions defined in the Public Procurement Code (CCP), three times for a period of 12 months, for a maximum duration of 48 months.

The contract holder may not refuse renewal in accordance with the provisions of Article R2112-4 of the Public Procurement Code.

In the event of non-renewal, the notice period is four months.

Purchase orders are awarded in the order of ranking determined by the selection criteria of this contract.
If the contractor refuses a purchase order, it is offered to the next contractor in line, and so on.

When a Contractor is already fulfilling at least one purchase order, in order to avoid overburdening the Contractor's resources, ENAC reserves the right to offer the purchase order to the next Contractor.

Contracts without prior advertising or competitive bidding may be awarded at a later date under the conditions defined in the Public Procurement Code (CCP) pursuant to Article R2122-7 of the Public Procurement Code.

2.2 Legal documents

The contract consists of the documents listed below, in descending order of priority:

- the contract agreement and any annexes thereto, including the financial annexes;
- these Special Terms and Conditions, of which the copy retained by the contracting authority is the sole authentic version;
- the General Administrative Terms and Conditions (CCAG) for public contracts for routine supplies and services (approved by the decree of March 30, 2021);
- special subcontracting agreements and their amendments, entered into after the award of the contract;
- the Contractor's technical proposal, including the technical specification;
- purchase orders.

2.3 Représentation des parties

Upon notification of the contract, the Contract Holder is authorized to contact the following individuals directly:

- For operational and educational matters: thomas.grezel@enac.fr; stephane.voivret@enac.fr and olivier.orssaud@enac.fr
- For "Purchase Orders/Invoicing" matters: enac-dfpv-finances@enac.fr
- For "Trainee Management and Monitoring": suivi-stagiaires@enac.fr
- For "Compliance": cmm@enac.fr
- For "Flight Safety": safety@enac.fr
- For contractual matters: charlotte.darrenougue@enac.fr
- For emergencies: enacato@enac.fr

Other individuals may be authorized by the purchaser during the course of the contract.

The Contractor shall specify in its technical proposal the names and business contact information of one or more persons designated to represent it for the performance of the services. In the event that these representatives are unable to perform their duties or are replaced during the performance of the contract, the Contractor shall promptly notify the purchaser and provide the names and business contact information of a new representative. Such representative(s) shall be deemed to have sufficient authority to make the necessary decisions binding on the Contractor.

Article 3- Décomposition du contrat

This contract consists of four (4) separate lots.

The framework agreement provides that the contract may be amended in accordance with Article R2194-1 of the Public Procurement Code.

The services will be provided under a purchase order contract with multiple contractors for all lots (maximum of 5), pursuant to Article R2162-2, paragraph 2, of the Public Procurement Code.

If a lot is awarded to a single bidder, the contract will be deemed to have a single contractor.

LOTS	Minimum amount (excluding tax) over the total term of the framework agreement (48 months)	Maximum amount (excluding tax) over the total term of the framework agreement (48 months)
Lot 1 – EASA modular training	no	6.600.000€
Lot 2 - A320 : Type rating + TRI + SFI	no	250.000€
Lot 3 - A220 : Type rating + TRI + SFI	no	250.000€
Lot 4 - Citation M2J2 : Type rating + TRI + SFI	no	500.000€

Services that are not specifically defined may be ordered via purchase orders up to a limit of 5% of the total contract amount, without violating the fundamental principles of public procurement or the principle of periodic reopening of competition.

Purchase orders shall include:

- the Contractor's name and address,
- the contract number and date,
- the purchase order number and date,
- the billing address,
- a description of the services,
- the dates selected,
- the total amount of the order excluding tax,
- the VAT rate and amount,
- the total amount including tax.

The person(s) authorized to sign purchase orders are the buyer and the buyer's representative(s).

Term of Purchase Orders

Purchase orders placed during the term of the contract must be carried out until their complete fulfillment, in accordance with the terms set forth in this contract. Purchase orders may only be issued during the contract's term of validity. Performance of the ordered service may not begin more than 6 months after the contract's expiration date.

Performance deadlines will be specified in each purchase order.

Procedure for Awarding Purchase Orders

Without reopening competition among contractors, purchase orders will be issued to the highest-ranked contractor following the evaluation of the final bids for the reference framework agreement.

The highest-ranked contractor will therefore be consulted first.

If the highest-ranked contractor does not have any availability under the conditions specified for the order, the next-ranked contractor will be consulted, and so on.

When a contractor is already fulfilling at least one purchase order, ENAC reserves the right to offer the purchase order to the next-ranked contractor in order to avoid overburdening the contractor's resources.

Review Clause:

The framework agreement provides that the contract may be amended in accordance with Article R. 2194-1 of the Public Procurement Code.

In the event of changes to the training program by the contractors, ENAC may request a new financial annex, which may potentially alter the ranking of the contractors.

Rejection of Purchase Orders

In the event of repeated failure (three consecutive times) to submit reasonable bids, or failure to submit any bid at all, the framework agreement may be terminated with respect to the contractor(s) at fault.

Article 4 – Descriptif du Marché

4.1 Expected Services

The services covered by this contract are as follows:

- LOT 1: EASA Modular Practical Training:
 - EASA LAPL(A) with the "IFR Information" module (see details in Article 4.1.c)
 - EASA PPL(A);
 - Night Flight Rating
 - Advanced UPRT Module
 - Modular CPL(A)
 - Modular MEP Rating
 - Modular IRSE(A)
 - Modular IRME(A)
- LOT 2: EASA A320 Training Courses
 - Airbus A320 Type Rating with or without basic training
 - TRI(A) Training
 - SFI(A) Training
- LOT 3: EASA A220 Training Courses
 - Airbus A220 Type Rating with or without basic training
 - TRI(A) Training
 - SFI(A) Training
- LOT 4: EASA Citation CJ2 MII Training
 - Citation CJ2 MII Type Rating without basic training
 - TRI(A) Training
 - SFI(A) Training

a. Prerequisite

For each batch, applicants must specify the entry prerequisites required by their ATO for each type of training.

For training outside the EASA zone and outside the Schengen Area, applicants must also specify any administrative prerequisites and associated costs for a European trainee or a trainee with a valid student visa.

Each applicant shall provide a timeline for the preliminary steps, including the submission of required documents, when such

documents constitute conditions precedent to admission.

b. Educational Responsibility and Responsible ATO

For all LOTS, the Licensee implements its own training program, which has been filed with EASA, and retains educational responsibility for the training.

c. Number of training hours

For all LOTS, the training scope is that of the program submitted by the License Holder. It must comply with the minimum regulatory scope defined by EASA.

For LOT 1, as with all training programs, the training scope is that of the program submitted by the License Holder. It must comply with the minimum regulatory scope defined by EASA. With one exception: the LAPL(A) program.

Regarding the LAPL(A) program, the License Holder must include a specific optional module designed to meet ENAC's requirements. This optional module is added to the License Holder's basic program at ENAC's request.

Details of the specific IFR module to be completed during the LAPL(A) program:

The objective of the IFR module of the LAPL(A) program is as follows: to familiarize students with the pilot and air traffic control environment in an instrument flight (IFR) context, in order to make them aware of the piloting constraints imposed by IFR rules and their compatibility with ATC. An informational ground course will be provided prior to the flights to ensure a better understanding of the preparation and execution of IFR flights. Whenever possible, the flights for this module will be scheduled at high-traffic airports.

Required hours:

- 2 hours of ground instruction
- 1 hour in an FNPT II simulator to prepare the trainee for instrument flight. If a simulator is not available, this hour will be completed in an aircraft.
- 6 hours of observation flight under IFR, IFR familiarization flight

It should be noted that the flight hours associated with this module are not considered dual-control flights. Therefore, they are not recorded in the trainee's flight log. The pilot in command of the flight is the trainee's flight instructor. The flight instructor must hold at least an IR rating.

At the discretion of the License Holder, PPL(A) training programs may include the Night Flight Rating (VDN).

d. Additional training

The Licensee, in consultation with ENAC, may determine that a trainee's training requires corrective action when a trainee lacks the necessary knowledge, skills, or abilities. In the event of learning difficulties or failure to pass tests, the Licensee shall notify ENAC and propose a remedial program or termination of training.

ENAC's prior approval is required before implementing any educational recommendations.

e. Durées de formation :

LOT 1 :

- The EASA PPL(A) flight training must be completed within a maximum of 9 weeks (including the test),
- The EASA LAPL(A) flight training with the IFR module must be completed within a maximum of 10 weeks (including the test),

For other training programs, the maximum training durations must be specified by the License Holder in their application and entered in the column provided for this purpose in the financial appendix.

Trainees are divided into groups of three or four for training, with each group assigned to an instructor.

LOT 2, 3 et 4 :

The maximum duration of the training must be specified by the Principal Investigator in the application package and entered in the "Duration" column of the financial appendix.

d. Days Off and Absences:

Lot 1:

As a general rule, trainees are entitled to two (2) consecutive days off, one of which must be Sunday. In the event of significant scheduling constraints, every other week, days off may be reduced to a single day: Sunday.

If a trainee is absent for any reason, including illness, the Supervisor must notify ENAC within 24 hours of the absence. Requests for leave for personal reasons must be approved in writing by ENAC in advance.

Lots 2, 3 et 4 :

The provisions regarding days off and absences during the training program must be specified by the applicant in the application form.

4.2 Services Related to Training

In addition to training, the service provider must be able to offer the services described below. These are optional services. The need for them will be confirmed in the purchase order.

➤ Airport Shuttle

Arrangement of a round-trip shuttle between the accommodations and the international airport where the trainees' arrival flight lands.

➤ Accommodations

Accommodation in a single room at a hotel rated 3* or higher, an apartment, or a serviced apartment, equipped with free Wi-Fi and air conditioning.

The Contractor may propose several options in its technical proposal or provide a list of nearby accommodations, including, where applicable, reservation guarantees or priority booking for trainees at preferential rates.

➤ Shuttle Service Between Accommodations and the Training Center

If the distance between the accommodations and the training location exceeds 1 km, one or more daily shuttle services (or another transportation solution), depending on the training schedule, must be arranged.

➤ Meals

The Contractor must ensure access to a cafeteria or other dining facility with negotiated rates, or access to a kitchen and shared space where participants can prepare and eat their meals. The Contractor may offer a full-board meal plan.

4.3 Certifications

The applicant must submit their most recent, valid EASA ATO certificate.

In addition, the training organization must ensure the maintenance and airworthiness monitoring of its aircraft and simulators, and submit the maintenance certificates issued by the competent authority to ENAC.

If the training organization does not perform the maintenance of its own aircraft in-house, it must submit its subcontractors' certificates to ENAC and include them in its technical report.

4.4 Human and Technical Requirements

The Holder must provide the personnel, facilities, equipment, and amenities necessary to conduct the training courses as specified in the training program, including, but not limited to, classrooms, meeting rooms, aircraft, and qualified instructors.

The training resources (classrooms, briefing rooms, and aircraft) provided by the Licensee are approved and operated in accordance with the applicable EASA Part-FCL requirements for the training provided.

A. Fleet

Lot 1 :

The Licensee operates a uniform fleet of SEP (Single-Engine Piston) and MEP (Multi-Engine Piston) aircraft, as well as one or more FNPT II simulators.

The fleet used for IFR flights must be equipped with Glass Cockpit avionics.

Lots 2, 3 et 4:

Training sessions must be conducted on EASA-certified simulators by personnel qualified to provide the training. The Licensee must provide proof of an EASA certificate for each simulator used.

"BASE TRAINING" activities must be conducted on an aircraft of the specified type (owned or leased) and must be covered by specific insurance for training activities.

B. Pedagogical team

All lots, The License Holder must comply with EASA requirements. Resumes detailing the flight experience of the instructors (only those responsible for the training in question) are attached to the candidates' application materials.

Specifically for Lot 1: The "IFR Observation Flight" module of the LAPL(A) program must be taught by an IR-qualified instructor. le Titulaire doit respecter les exigences EASA. Les CV avec l'expérience de vol des instructeurs (uniquement ceux en charge

C. Infrastructures

The Licensee must have one or more properly equipped classrooms to conduct ground courses under the best possible conditions. Depending on the number of trainees and the digital equipment provided by the Licensee, the classrooms must be equipped with a whiteboard or screen, tables, chairs, and sufficient computer equipment to accommodate, at a minimum, a group of 12 trainees simultaneously.

The Licensee also has other training resources (briefing and debriefing rooms, flight preparation rooms, language labs, etc.), all of which are equipped, approved, and operated in accordance with the requirements of the applicable Part-FCL for the training provided.

The Licensee has at least one meeting room equipped with a videoconferencing system to conduct meetings with ENAC.

High-speed internet access, via a wired network or Wi-Fi, is available free of charge to trainees in all of the Holder's training rooms. Expanding digital access throughout the entire campus is recommended.

In addition, for Lots 2, 3, and 4, the contractor will provide trainees with other equipment, such as:

- FMS trainer
- Cockpit panel
- Interactive cockpit
- Tools and resources available to trainees for self-learning/CBT.

D. Student Documentation package

For all LOTS, the Licensee provides all the documentation necessary for the trainee to complete the training. The ATO will specify in its proposal, depending on the type of training, the list of materials provided to the trainee.

The documentation must be in English or French, in either paper or digital format.

In the case of digital media, the reading device chosen by the Contractor (such as a tablet or e-reader) is provided to the trainee.

Headphones are made available to trainees with connectors compatible with the aircraft used by the Contractor.

This equipment (EFB, headset) is loaned, rented, or sold to ENAC. The Contractor shall specify the selected option in the financial appendix. If the equipment is purchased, it becomes the property of ENAC. ENAC and the Contractor will decide on the terms of return at the end of the training.

E. Uniform

The ATO will specify in its proposal, depending on the types of training, whether a uniform is required and will list the price in the financial appendix.

For certain groups of trainees, ENAC will require a uniform. In such cases, the uniform will be provided by ENAC or by ENAC's client.

F. Training language

Training courses must be conducted in French or English. The Licensee specifies the languages of instruction in its technical file. Depending on the training courses, the Licensee will specify whether FCL.055 is required as a prerequisite for admission to the training program.

For IR phases, ENAC may require English as the language of instruction for that phase.

In the case of a Provider who can only deliver services in English—regardless of their position in the ranking of Providers—if the target audience requires training in French, the “English-speaking” Provider will not be awarded the purchase order. The purchase order will be awarded to the first Provider in the ranking who delivers the training in French.

Article 5 - Obligations of the ENAC Contractor(s)

5.1 General obligations

The Contractor must fulfill all obligations incumbent upon it under this contract, including, in particular, the performance of the following obligations:

(1) Upon request by ENAC, the Contractor must provide all operational and instructional documents that may be requested, such as:

- Instructor training and standardization manual, all of the Contractor's operations manuals (OM-A, OM-B, OM-C, OM-D),
- Training program with a sample weekly schedule
- Training procedures associated with the program,
- Safety Management System (SMS),
- Emergency response plan,
- The Licensee's internal and academic regulations,
- Orientation booklet (accommodations, meals, etc.)
- Compliance and procedure manuals
- Maintenance and airworthiness certificates,
- List of aerodromes,
- Lists of FSTDs and associated certificates
- Fleet list with associated CDNs and CENs.

(2) The Contractor is responsible for providing and maintaining all human resources (constant staffing levels) and material resources necessary for the performance of the contract.

(3) The Contractor agrees to comply with ENAC's VSS Charter.

(4) The Contractor must keep ENAC informed of any important information relating to the contract or the training services that it receives directly from the Authority, a trainee, or a third party.

(5) The Contractor must promptly inform ENAC of any difficulties encountered in the performance of its services and must provide ENAC, in a timely manner, with any claims, complaints, reservations, or statements of disagreement it may raise.

(6) The Contractor agrees to employ legally registered workers. In particular, the Contractor undertakes to comply with all reporting obligations to the administrative, labor, and tax authorities required in the country concerned. Contractors undertake to provide all necessary documents upon ENAC's first request. The Contractor is required to present to ENAC instructors (ground and flight) who hold valid licenses and associated qualifications.

(7) To enable the monitoring of trainees:

During the training course, the Licensee implements a system to monitor the trainees' progress.

This may be a paper-based or digital tool. **For Lot 1: real-time electronic monitoring is mandatory.**

- In the case of paper-based tracking, information is regularly sent to ENAC at a frequency agreed upon with ENAC's teaching staff.

- In the case of electronic tracking: the Licensee grants ENAC access to its trainee progress tracking tool, which specifically allows for verification of the actual training hours completed. A user guide for the software shall be provided to ENAC, or training on the software shall be conducted and fully covered by the Contractor.

In addition, and at ENAC's request, the Contractor agrees to participate in all meetings to which it is invited by ENAC in connection with the performance of the services, including, in particular, internship follow-up meetings.

(8) The Licensee must take all necessary actions to implement the training program in accordance with EASA regulations or specifications.

(9) The Licensee agrees to provide training in accordance with the training program as submitted to ENAC, and to issue trainee records and licenses for completed training courses.

(10) The Licensee guarantees that its facility is accessible to ENAC and its clients, particularly in connection with audits, supervision sessions, observations, and any other described oversight activities.

(11) For Lot 1 training courses, the Licensee will enter flight hours (aircraft and simulators) into the ENAC "HDV" software. ENAC will organize remote training on the use of this tool. This requirement is necessary for billing training courses as well as for monitoring flight safety.

5.2 Obligation of Result and Obligation of Means

● Training : obligation of means

The Provider is subject to an obligation of means with respect to the trainee's successful completion of the training.

All human and material resources deployed by the Provider must enable the trainee to successfully complete the training and/or to complete a specific supplemental training program approved by ENAC in the event of training difficulties.

● Dates/Duration : obligation of result

The Contractor is subject to an obligation of result regarding the proposed dates for performing the service for any order placed within 90 days prior to the start of the training course. The Contractor shall perform the service on the dates specified by ENAC in the purchase order.

If a purchase order is received less than 90 days in advance, the Contractor may propose alternative dates, which it shall submit to ENAC for approval. If ENAC does not approve the proposed dates, the purchase order is canceled.

The dates of the service are defined as follows:

- the start date is the trainee's arrival date;
- the end date is the date the trainee returns to ENAC.

If accommodations are provided, the service begins two days before the training start date and ends one day after the final training session scheduled and communicated to ENAC.

5.3 Specific Duty to Provide Advice

The Contractor has a duty to provide advice. The Contractor assumes full and complete responsibility for the technical choices implemented that it has approved, including when such choices were proposed by ENAC.

In the event that the Contractor fails to comply with this obligation, the Contractor in question may not invoke any inconsistency in the contract or in an order to exempt itself from its contractual obligations.

The Contractor shall not be held liable for the consequences of a decision by ENAC that differs from the one it would have recommended.

5.4 Specific Disclosure Requirement

The Contractor is subject to a general obligation to keep ENAC informed, particularly regarding changes to EASA regulations. As such, the Contractor shall notify ENAC of any regulatory changes applicable to the services covered by the contract and of any other factors that may affect the conditions under which the contract is performed, within 30 days of their entry into force.

The Contractor, in its capacity as a professional in the field covered by the contract, undertakes to notify the Purchaser as soon as possible of any alerts or warnings, particularly in the event of delays, major difficulties, or any event that may impact the training sessions.

Finally, the Contractor is required to notify the Purchaser of any changes occurring during the performance of the contract that relate to:

- Persons authorized to bind the Contractor;
- The legal form under which the Contractor conducts its business, its corporate name, or its trade name;
- Its address, registered office, or the address where the services are to be performed;
- The information provided for the approval of a subcontractor and the acceptance of its payment terms.
- The qualifications of its personnel;
- Safety audit reports issued by the competent authorities.
- The Contractor is responsible for its personnel in the performance of the services requested in this framework agreement.

The Contractor is required to report to the public entity any circumstances that appear to it to be likely to compromise the proper performance of the services.

Article 6 – Performance of services

6.1 Number of trainees

The number of trainees varies depending on ENAC's needs. For certain purchase orders, ENAC reserves the right to send only one trainee for training.

Any incumbent who systematically refuses purchase orders for training involving a single trainee may have their ranking revoked.

6.2 Localisation

Lot 1:

Training must be performed in EASA area.

Lots 2, 3 et 4 :

The EASA zone limitation does not apply.

All LOTS:

Training services are provided at the Licensee's declared site(s). Ancillary services are provided in the vicinity of the Licensee's declared site(s). As a general rule, training must be conducted at the same training site.

If multiple sites are necessary, the provider must present the various options. In any case, the provider must obtain ENAC's approval before dividing the group of trainees among one or more training sites.

When multiple sites are used within the same training program, travel, setup, or transfer times must be minimized as much as possible and included in the training duration. All transfer costs between the Contractor's various sites, as well as any administrative costs in the event that the various sites are not in the same country, must be fully covered by the Contractor.

All training sites that may be used for training must be listed in the technical proposal. During the contract period, any new locations and/or simulation tools must be reported to ENAC in accordance with the procedure set forth in Article 9 and shall result in an update to the "OMM.REMOTE.SITE.FORM."

6.3 Confirmation of the Account Holder's Availability

Each year, ENAC and the respective Provider(s) hold a planning meeting to estimate and draft a non-binding tentative training schedule for the following year. Following this meeting, the Provider will communicate the start dates and the number of available spots.

Once the need has been confirmed, ENAC will provide the service provider with its training requests. The Contractor will confirm availability and the training schedule (start date and duration) within two weeks of receiving the request. This deadline is reduced to one week for start dates less than 90 days away.

The Contractor's proposed training schedule must be approved by ENAC. Once approved, no change to the start date may be made without ENAC's prior consent. If the Contractor's proposal does not fully meet the request, ENAC reserves the right to contact the next-ranked Contractor.

Upon completion, ENAC will issue a purchase order detailing the training and services selected.

6.4 Training language

For Lot 1, training services must be provided in both English and French. ENAC will specify the language of instruction in the purchase order.

For Lots 2, 3, and 4, services may be provided in either English or French, depending on the Contractor's availability.

6.5 Sub-contracted activities

Subcontracting of training services is prohibited.

As an exception, for Lots 2, 3, and 4, the "BASE TRAINING" portion of the training program, conducted on an aircraft, may be provided by a subcontractor designated by the Contractor, provided that regulatory requirements are met and that the insurance coverage limits comply with the provisions of Article 10, Liability and Insurance.

It is specified that instructors listed on the Contractor's list of approved instructors shall not be considered subcontractors.

Ancillary services may be subcontracted.

In such cases, the subcontractor must be approved by ENAC. Approval of a subcontractor may be granted during the course of the contract in accordance with the procedures set forth in the Public Procurement Code.

The Contractor shall provide ENAC with a list of its subcontractors and the scope of their activities as they relate to the services provided to ENAC. Subcontractors must be listed in the Contractor's technical proposal.

If the Contractor engages subcontractors to perform the Public Contract, the Contractor shall ensure that its subcontractors comply with the conditions imposed under the Public Contract. Services subcontracted by the Contractor shall be carried out under the Contractor's responsibility. The Contractor is financially responsible for the subcontractors' compensation.

Article 7 – Safety Management System (SMS)

7.1 General and Regulatory Requirements

License Holders must comply with EASA regulatory requirements, in particular ORA.GEN.205a.

The Holder certifies ongoing compliance with ICAO and EASA standards and recommendations regarding safety management. Reports from safety audits conducted by the competent authority shall be made available to ENAC and provided upon request.

Upon request by ENAC, the Licensee shall provide access to the latest revisions of its Safety Management System (SMS) Manual, its Emergency Response Plan (ERP), and associated procedures, as well as access to safety indicators and risk maps.

ENAC must be notified of any safety incident that impacts or may impact an ENAC trainee.

Safety audits may be conducted as needed to enable ENAC to evaluate the performance of the safety management system with respect to subcontracted activities.

In the event of a non-compliance detected by ENAC or the French Authority, the Licensee is responsible for implementing corrective measures.

7.2 ENAC-Specific Requirements

- The Licensee must grant ENAC access to its safety management system, which must include elements specific to the operations involved in the provision of services by ENAC.
- The Licensee must demonstrate to ENAC that it has the necessary resources and expertise to provide the services and must allow ENAC access to all supporting documentation necessary to verify this.
- The Licensee agrees to participate in regular safety meetings with ENAC, at a frequency appropriate to the number of cadets.
- The Contractor must provide its risk assessment matrix for all of its own operations and for those carried out by ENAC.
- The Contractor must provide ENAC with all events related to failures of the aircraft used for operations necessary for ENAC to provide its services, including all technical incident reports.
- The Licensee must authorize ENAC to participate in the analysis of events for which the Licensee bears full responsibility.
- The Licensee must provide all safety-related information provided to trainees.
- The Licensee must demonstrate that it has implemented a safety policy and an Emergency Response Plan (ERP) that includes ENAC for all operations carried out as part of the services provided by ENAC.
- The Licensee must enter the events in the reporting tab provided for this purpose in the ENAC "HDV" software.

7.3 Reporting Incidents

For Lot 1, safety reports involving an ENAC trainee must be entered into the ENAC "HDV" software as soon as possible and, in any case, within a maximum of seventy-two (72) hours. If in doubt, a message must be sent to safety@enac.fr. For the other lots, only notification via email is required.

Following these reports, ENAC must be informed in a timely manner of any measures taken to address the detected safety issue. Where applicable, ENAC must receive feedback or metrics regarding the effectiveness of the measures taken.

7.4 In the event of a serious flight safety incident or accident

ENAC and the client airline must be immediately notified of any accident involving one of their trainees, in accordance with the Licensee's Emergency Response Plan (ERP). In such cases, ENAC will appoint a representative to join the internal investigation team.

ENAC's general email address, safety@enac.fr, must be copied on all messages and information related to the serious incident or accident.

Article 8 – Maintenance and Airworthiness Monitoring

The Contractor must provide ENAC with copies of the most recent maintenance and airworthiness certificates validated by the competent authorities. The Contractor must demonstrate compliance with applicable airworthiness and maintenance regulations throughout the term of the contract by submitting the appropriate certificates to ENAC upon each modification and/or renewal.

The Contractor is responsible for maintaining the airworthiness and performing maintenance on the aircraft used for training, in accordance with applicable regulations.

The Contractor must immediately notify ENAC of any suspension, revocation, or limitation of the scope of the relevant certificates required to carry out these airworthiness and maintenance activities related to the training agreed upon in this contract.

Article 9 EASA Compliance

9.1 OMM.REMOTE.SITE Process:

ENAC will request that the French Authority register the Licensee as an ENAC subcontractor in accordance with EU Regulation 1178/2011-ORA.GEN.205(a). The registration process must follow these steps:

- The Licensee must complete the OMM.REMOTE.SITE form and return it to ENAC.
- ENAC will then conduct a document review to verify the Licensee's eligibility for registration as a subcontractor.
- Audit of the training site(s) by ENAC (depending on the service provided).
- ENAC confirms the Contractor as its subcontracting partner with respect to the French Authority.
- The French Authority may conduct an audit of the Contractor.

The Contractor shall implement all reasonable and economically viable requirements of ENAC for the purpose of providing the Services.

9.2 Audits

The Contractor is registered as an ENAC subcontractor in the ATO's OMM.

Throughout the term of this contract, ENAC (and the French Authority) may, upon at least twenty (20) business days' written notice, conduct scheduled audits of the Contractor to review operational procedures and verify compliance with regulations, safety, aircraft airworthiness, and the operational condition of safety and operational equipment.

The Contractor grants ENAC and the French Authority unrestricted access to its facility, flight simulators, and documents relating to airworthiness and maintenance, provided that no audit shall disrupt the normal course of the Contractor's commercial activities, and ENAC is responsible for its employees/representatives, as well as for their actions and safety during the audit in question, and is required to ensure that they comply with applicable legislation. The audit reports will be available for review by the French Authority on a secure ENAC server.

ENAC's end customer may be involved in these audits. The Licensee shall, where applicable, grant the end customer the same access rights as those granted to ENAC's auditors.

9.3 Non-compliance

ENAC and the French Authority will ensure that the Licensee complies with EASA regulations. ENAC will also ensure compliance with the requirements of the contract specifications.

In the event of non-compliance or findings noted in audit reports, ENAC will notify the Contractor of all changes to be implemented at the request of the authorities. Upon ENAC's first request, the Contractor will provide ENAC with the audit reports from its national authority. ENAC agrees that no non-compliance identified by EASA, the national authority, or the French Authority may constitute grounds for termination of this Specific Contract if the Contractor has taken the necessary steps to implement the required corrective actions and measures to remedy the non-compliance without delaying the training.

The Licensee shall immediately suspend its services or any other performance of services upon ENAC's first request in the event of a safety issue. The suspension shall remain in effect until all non-compliance issues have been fully rectified and written approval has been received from ENAC.

The Licensee must, within a reasonable timeframe specified by ENAC or another relevant authority, remedy:

- 1) any non-compliance with the requirements set forth in the contract; or
- 2) any Level 1 non-compliance (excluding safety-related non-compliances) identified by an audit conducted by its national authority, the French Authority, or ENAC. ENAC may request the suspension of the Services until the non-conformities are fully remedied only if the Licensee fails to remedy such non-conformities within a reasonable timeframe specified for remediation.

The Licensee shall provide ENAC with all EASA inspection reports received and shall notify ENAC of any non-conformities. The Licensee shall immediately cease all activities in the event of revocation of its EASA certification and shall immediately notify ENAC thereof.

The Licensee shall at all times bear the consequences of such a suspension of the Services with respect to ENAC and the Client, and shall indemnify ENAC against any claims related to said suspension brought by the Client or a third party, subject, however, to the limitations of liability set forth in the clause below.

The Licensee shall at all times bear the consequences of any such suspension of the Services with respect to ENAC and the Client, and shall indemnify ENAC against any claim related to such suspension brought by the Client, subject, however, to the limitations of liability set forth in the clause below, unless the Licensee can demonstrate that the suspension is not attributable to its own fault. The Licensee's liability to ENAC is limited to three (3) times the total contract price.

9.4 Compliance Monitoring by the ENAC contractor

A. Compliance Monitoring Systems

The Licensee shall ensure, through its own organization and its management procedures and systems, that the accountable manager is able to establish and maintain an effective management system in accordance with EASA regulations.

B. EASA regulations

The Licensee shall monitor EASA regulations and notify ENAC, within thirty (30) calendar days of their entry into force, of any new requirements or changes that may impact the market and the training program.

The Licensee shall monitor the local authority's interpretation of EASA regulations and shall notify ENAC, within thirty (30) calendar days of their entry into force, of any new interpretation or decision that may impact the market.

The Licensee shall monitor regulatory developments and shall notify ENAC, within thirty (30) calendar days of their entry into force, of any new requirements or changes that may affect the contract and the training program.

C. Internal audits

The Holder shall oversee its own activities in accordance with EASA requirements.

The Holder shall notify ENAC of any compliance follow-up measures taken. Reports from the Holder's ATO CMM shall be forwarded to the ENAC CMM. All reports and information must be written in English, unless available in French.

Any changes required by ENAC must be implemented by the Holder within the reasonable timeframes specified by ENAC.

D. EASA Certification

At ENAC's request, the Contractor shall provide all audit reports issued by its EASA oversight authority.

- In the event of the temporary or permanent loss of its EASA certificate, or in the event of a Level 1 finding of non-compliance, the Contractor shall notify the ENAC representative within one (1) calendar day.
- In the event of a Level 2 finding of non-compliance or observations, the Contractor shall notify the ENAC representative within five (5) calendar days.
- The Contractor shall submit to ENAC the corrective actions it proposes to address the relevant findings of non-compliance within thirty (30) days.
- The Contractor shall immediately cease all activities in the event of the revocation of its EASA certification or a Level 1 finding of non-compliance that cannot be remedied in a timely manner, and shall immediately inform ENAC accordingly.

Article 10 – Liabilities and insurance

10.1 Liabilities

ENAC and the Contractor shall be liable in accordance with the applicable rules of general law, subject to the provisions set out below.

The Contractor shall be solely liable for any bodily injury or property damage caused, whether exclusively or in part, by its own acts or omissions, those of its personnel, subcontractors, or, more generally, any person acting on its behalf, to ENAC, its employees, or its students and trainees, in connection with the performance of this Contract, except where such damage results from the gross negligence or wilful misconduct of the latter.

The Contractor shall indemnify and hold harmless ENAC against any and all claims brought by third parties (including students and trainees) arising out of or in connection with the performance of this Contract and shall, in any event, compensate ENAC for all losses, damages, costs and expenses incurred by ENAC in this respect, including court costs and reasonable attorneys' fees.

10.2 Insurances

The Contractor shall ensure that its personnel are covered for occupational accidents and occupational diseases, without prejudice to any rights of recourse against liable third parties.

Without prejudice to its liabilities and obligations, the Contractor shall procure and maintain, throughout the term of the Contract, the following insurance policies with insurers of recognized financial standing:

Commercial General Liability Insurance.

Aircraft Liability Insurance (including passenger liability) covering ENAC personnel, students, trainees and clients assigned by ENAC under contracts entered into with ENAC, while flying, on board an aircraft or on the ground, in connection with the performance of this Contract. The insurance coverage shall comply with Regulation (EC) No 785/2004, including the passenger liability requirements.

Personal Accident Insurance.

This insurance shall cover all students and trainees receiving training under the Contract during:

- their training activities;
- waiting periods between training sessions;
- travel between their place of residence and the training location; and
- private-life risks.

The minimum insurance benefits shall be as follows:

- In the event of death or permanent partial or total disability: EUR 500,000 lump-sum benefit per student/trainee;
- Medical expenses incurred as a result of an accident or illness: up to EUR 100,000 per student/trainee;
- Search and rescue expenses incurred in respect of the insured person;
- Medical repatriation to France in the event of an accident or illness: reimbursement of actual costs;
- Repatriation in the event of death: reimbursement of actual costs, including coffin expenses.

Details of these insurance policies shall be included in the Contractor's tender submission. All supporting documents shall be translated into French and all monetary amounts shall be expressed in euros.

Article 11 – Financial conditions

11.1 Pricing

The prices under the Framework Agreement are unit prices applied to the quantities actually performed, based on the pricing schedule attached to the Letter of Commitment. Flight hours shall be recorded to the nearest decimal, with no rounding to the nearest whole hour.

Flight hours shall be recorded in accordance with the applicable EASA regulations. Flight training sessions conducted on aircraft shall be recorded on a block-to-block basis. Pursuant to FCL.050 (AMC FCL.050(g)) on the recording of flight time, "flight time" for aeroplanes means "the total time from the moment an aeroplane first moves for the purpose of taking off until the moment it finally comes to rest at the end of the flight."

ENAC shall apply this definition to the training programme and shall therefore consider taxi time as flight time. The briefing and debriefing instruction time is not included in the flight hours referred to above. Should the Contractor wish to charge separately for briefing and debriefing sessions, the applicable rates shall be specified in the Pricing Schedule as separate items and shall not be included in the hourly flight rate.

The prices set out in the Pricing Schedule shall be deemed to include all taxes, duties and other mandatory charges applicable to the Services (including landing fees, ground handling charges and similar costs), as well as all insurance costs, preparation and delivery of the required deliverables, and any travel, accommodation and subsistence expenses incurred by the Contractor's personnel in the performance of the Services. No additional charges shall be invoiced.

The Contractor shall submit a quotation to ENAC prior to the commencement of the Services, including any selected optional items. Upon receipt of the quotation, ENAC shall issue the corresponding Purchase Order.

Any additional training or ancillary services requested during the performance of a principal Purchase Order shall be subject to ENAC's prior approval or express request by email before such Services commence.

Any additional training and/or ancillary services actually performed shall be covered by a supplementary Purchase Order and invoiced upon completion of the training, on the basis of the unit prices set out in the Schedule of Unit Prices.

If a trainee withdraws or discontinues the training programme, a reconciliation invoice shall be issued based solely on the training services and ancillary services actually performed, applying the relevant unit prices set out in the Schedule of Unit Prices. Any overpayment shall be credited against the final invoice issued for the relevant group of trainees.

11.2 Price Adjustment

The Contract prices shall remain firm for the first year of performance.

Thereafter, the prices for the Services and the unit rates may be revised annually, at the Contractor's initiative, on each anniversary of the Contract, in accordance with the price adjustment formula set out below.

If the updated Pricing Schedule is submitted to ENAC after the anniversary date of the Contract, the revised prices shall not apply retrospectively.

If the updated Pricing Schedule is submitted to ENAC before the anniversary date of the Contract, the revised prices shall take effect only from the anniversary date of the Contract.

Price Adjustment Formula

$$P_n = P_0 \times (0.25 + 0.60 \times S_n / S_0 + 0.15 \times G_n / G_0)$$

Where:

P0 = Initial Contract Price.

S = Syntec Labour Cost Index (<https://www.syntec.fr/>).

S0 (base index) = June 2026.

Sn = The latest June index published as of the date on which the price adjustment is calculated.

G = INSEE Diesel Price Index – Code 001763656.

G0 (base index) = June 2026.

Gn = The latest June index published as of the date on which the price adjustment is calculated.

The prices applicable to any Purchase Order shall be those in force on the date the Purchase Order is issued by ENAC, irrespective of the date on which the trainees commence their training.

Safeguard Clause

ENAC reserves the right to terminate the unperformed portion of the Contract as of the effective date of a price adjustment where such adjustment would result in an increase of more than five percent (5%) over the total term of the Contract.

Such termination shall take effect within four (4) months from the date on which the revised prices would otherwise become applicable. ENAC shall notify the Contractor, as soon as the revised prices have been calculated, of its decision to terminate the Contract and of the effective date of such termination.

The prices in force prior to the adjustment shall continue to apply until the effective date of termination.

11.3 Payment Terms

A. Currency and Exchange Rates

All payments for the Services shall be made in euros (EUR).

B. Taxes

Unless expressly provided otherwise in this Contract, the Contractor shall be responsible for filing all required tax returns and for the payment of all taxes for which it may be liable under applicable law, including, without limitation, local sales taxes, use taxes, value added tax (VAT), customs duties, tariffs and any other similar taxes, duties or charges.

C. Electronic invoicing

When submitting a request for payment to the Contracting Authority, the Contractor shall attach all supporting documents required to substantiate the payment request.

Invoices issued to ENAC shall comply with the requirements of the applicable Public Accounting Regulations and shall, in particular, include the following information:

- Contract reference: **Lot X** – Training 202600FCS042;
- Legal Commitment Number (to be provided by ENAC following notification of the Contract);
- Name and address of the beneficiary of the Services;
- Description of the Services performed;
- Amount excluding VAT;
- Applicable VAT rate and VAT amount;
- Total amount inclusive of VAT;
- Due date for payment;
- The Contractor's bank or postal account details;
- ENAC intra-Community VAT number: FR57193112562;
- ENAC SIRET number: 19311256200080;
- The Contractor's intra-Community VAT number.

Electronic Invoicing

In accordance with the French Act of 3 January 2014 on the Simplification of Business Procedures and Ordinance No. 2014-697 of 26 June 2014 on the development of electronic invoicing, the Contractor and, where applicable, its co-contractors and relevant subcontractors shall submit all payment requests through the French State's shared Chorus Pro electronic invoicing portal.

At the Contractor's option, payment requests may be submitted using one of the following methods:

- By electronic data interchange (EDI). In this case, the accepted file formats are those published at: <https://communaute-chorus-pro.finances.gouv.fr/>;
- By uploading an invoice in PDF format;
- By entering the invoice details directly through the online portal.

In accordance with Article 6 of Decree No. 2019-748 of 18 July 2019 relating to the development of electronic invoicing in public procurement, use of the electronic invoicing portal shall be the exclusive means of transmitting payment requests, to the exclusion of any other method.

In the event of a dispute concerning part of an invoice, ENAC shall pay the undisputed portion of the invoice within the time limits and under the conditions set out above.

D. Payment period

The overall payment period shall not exceed thirty (30) days, in accordance with Article R.2192-10 of the French Public Procurement Code (Code de la commande publique).

E. Payment of the service

Payment Schedule

- Advance payment of 30% upon issuance of the Purchase Order (where the advance payment has been accepted in the Letter of Commitment);
- One interim invoice based on the Services actually performed;
- One final invoice.

For all Lots, payment shall be made on the basis of the Services actually performed, following certification of satisfactory performance (service fait). Payment may be made in one or more instalments.

During the training programme, the Contractor may submit an interim invoice. Such interim invoice shall specify the Services already performed for which satisfactory performance (service fait) has been certified. Where applicable, the amount of the interim invoice shall be offset against any advance payment previously made.

Upon completion of the training Services, the Contractor shall submit the final invoice.

Services ordered by means of Purchase Orders shall be paid by bank transfer to the Contractor's designated bank account following certification of satisfactory performance (service fait) and receipt of the relevant invoice through the Chorus Pro electronic invoicing portal.

F. Penalties

F.1 Penalties for Delay in Completion of Training

For Lot 1

By way of derogation from Article 14.1.1 of the CCAG-FCS, if the training is not completed by the scheduled completion date, except where the delay is not attributable to the Contractor as set out below, ENAC reserves the right to apply liquidated damages of EUR 250 (inclusive of VAT) per trainee for each week of delay.

By way of derogation from Article 14.1.1 of the CCAG-FCS, such liquidated damages shall apply automatically, without prior formal notice to the Contractor.

The scheduled completion date shall be determined as follows:

Training Completion Date = Training Start Date specified in the Purchase Order + Training Duration specified in the Purchase Order or, failing that, in these Technical Specifications.

No liquidated damages shall be applied where the delay is not attributable to the Contractor, including, without limitation, in the following cases:

- the first two (2) weeks of delay;
- any delay or interruption attributable to the trainee pilot, including delays relating to the scheduling of medical examinations (CEMPN), accidents, sick leave, withdrawal of the trainee, medical unfitness, visa issues, personal circumstances, disciplinary reasons or the trainee pilot's absence;
- learning difficulties requiring implementation of an Abnormal Training Procedure (ATP), provided that the cause of the delay is notified when the ATP is initiated (in such case, the Parties shall jointly agree upon a revised Training Schedule);
- delays attributable to adverse weather conditions, provided that such conditions are duly substantiated;
- the two (2) days of training interruption pending instruction following the initiation of an ATP;
- Force Majeure as defined in Article 12;
- any request by the Civil Aviation Authority to amend all or part of the training programme, or any regulatory restrictions affecting the proper delivery of the training;
- any delay or interruption attributable to ENAC (in such case, the Parties shall jointly agree upon a revised Training Schedule);
- internal meetings involving cadets in training and ENAC's end customer, together with any resulting waiting period occurring during the training programme.

In each of the above cases, the Contractor shall, at the time the relevant event occurs, issue an ATP (Abnormal Training Procedure) report, as defined in Article 15.3, and shall provide ENAC with the supporting documentation necessary to substantiate its request.

For Lots 2, 3 and 4

By way of derogation from Article 14.1.1 of the CCAG-FCS, if the training is not completed by the scheduled completion date, except where the delay is not attributable to the Contractor as set out below, ENAC reserves the right to apply liquidated damages of EUR 1,000 (inclusive of VAT) per trainee for each day of delay.

By way of derogation from Article 14.1.1 of the CCAG-FCS, such liquidated damages shall apply automatically, without prior formal notice to the Contractor.

The scheduled completion date shall be determined as follows:

Training Completion Date = Training Start Date specified in the Purchase Order + Training Duration specified in the Purchase Order or, failing that, in these Technical Specifications.

No liquidated damages shall be applied where the delay is not attributable to the Contractor, including, without limitation, in the following cases:

- the first two (2) Business Days of delay;
- any delay or interruption attributable to the trainee pilot, including delays relating to the scheduling of medical examinations (CEMPN), accidents, sick leave, withdrawal of the trainee, medical unfitness, visa issues, personal circumstances, disciplinary reasons or the trainee pilot's absence;
- learning difficulties requiring implementation of an Abnormal Training Procedure (ATP), provided that the cause of the delay is notified when the ATP is initiated (in such case, the Parties shall jointly agree upon a revised Training Schedule);
- delays attributable to adverse weather conditions, provided that such conditions are duly substantiated;
- the two (2) days of training interruption pending instruction following the initiation of an ATP;
- Force Majeure as defined in Article 9;
- any request by the Civil Aviation Authority to amend all or part of the training programme, or any regulatory restrictions affecting the proper delivery of the training;
- any delay or interruption attributable to ENAC (in such case, the Parties shall jointly agree upon a revised Training Schedule);
- internal meetings involving cadets in training and ENAC's end customer, together with any resulting waiting period occurring during the training programme.

In each of the above cases, the Contractor shall, at the time the relevant event occurs, issue an ATP (Abnormal Training Procedure) report and shall provide ENAC with the supporting documentation necessary to substantiate its request.

F.2 Penalties for Total or Partial Cancellation of a Purchase Order

By way of derogation from Article 14.1.1 of the CCAG-FCS, where the Contractor cancels a Purchase Order in whole, the Contractor shall pay ENAC the following liquidated damages:

- Cancellation more than one hundred and eighty (180) calendar days before the scheduled training start date: no liquidated damages shall apply.
- Cancellation between one hundred and eighty (180) and ninety (90) calendar days before the scheduled training start date: cancellation or rescheduling charges equal to twenty-five percent (25%) of the value of the Purchase Order shall apply.
- Cancellation between ninety (90) and sixty (60) calendar days before the scheduled training start date: cancellation or rescheduling charges equal to fifty percent (50%) of the value of the Purchase Order shall apply.
- Cancellation less than sixty (60) calendar days before the scheduled training start date: cancellation or rescheduling charges equal to one hundred percent (100%) of the value of the Purchase Order shall apply.

Any request to cancel a Purchase Order shall be submitted by email to the operational contacts designated by the other Party. Such cancellation request shall be irrevocable. For the avoidance of doubt, the notice period shall commence on the date the email is received.

In the event of a partial cancellation, namely where the Contractor reduces the number of trainees specified in the Purchase Order, the above liquidated damages shall apply on a pro rata basis according to the number of trainees cancelled.

If the Contractor cancels at least two (2) Purchase Orders during the term of the Contract, ENAC reserves the right to downgrade the Contractor to a lower ranking under the Framework Agreement.

No liquidated damages shall apply where the cancellation results from any of the following circumstances:

the trainee's sick leave or medical unfitness;

visa issues;
Force Majeure as defined in Article 12;
a joint decision of the Parties to cancel or postpone the training.

F.3 Performance at the Defaulting Contractor's Cost and Risk

In the event that the Contractor wholly or partially fails to perform its contractual obligations, and provided that a formal notice to perform has remained without effect for a period of thirty (30) calendar days from the date of its notification, ENAC may procure the performance of all or part of the unperformed Services by a third party of its choosing.

Any Services performed in this manner shall be carried out at the sole cost and risk of the defaulting Contractor. Accordingly, all additional costs, extra expenses, damages, liquidated damages or other expenditures incurred by ENAC in ensuring the continuity and proper performance of the Services may be charged to the Contractor or set off against any amounts otherwise due to the Contractor.

The exercise of this right shall be without prejudice to ENAC's right to recover full compensation for any loss or damage suffered or to enforce any other remedy or sanction available under the Contract, including termination for default.

F.4 Cumulative Nature of Penalties

The liquidated damages provided for in Sections F.1, F.2 and F.3 may be cumulative.

By way of derogation from Article 14.1.3 of the CCAG-FCS, liquidated damages shall be payable from the first euro.

By way of derogation from Article 14.1.2 of the CCAG-FCS, the amount of liquidated damages shall not be subject to any cap.

G. Late payment interest

Failure to make payment within the time limits prescribed by Article R.2192-10 of the French Public Procurement Code (Code de la commande publique) shall automatically give rise, without any further formality, to the accrual of late payment interest for the benefit of the Contractor or any subcontractor entitled to direct payment.

In accordance with Articles R.2192-31 to R.2192-36 of the French Public Procurement Code, the rate of late payment interest shall be equal to the interest rate applied by the European Central Bank to its most recent main refinancing operation carried out before the first calendar day of the half-year of the relevant calendar year in which the late payment interest begins to accrue, increased by eight (8) percentage points.

In addition, a fixed compensation for recovery costs in the amount of EUR 40.00 shall be payable.

Article 12 – Force majeure

Notwithstanding any other provision of this Contract, neither Party shall be liable for any failure to perform its obligations where such failure results from circumstances beyond its reasonable control constituting a Force Majeure event within the meaning of Article 1218 of the French Civil Code (Code civil).

The affected Party shall notify the other Party of the occurrence of such event without undue delay, by any appropriate means and, where possible, by registered letter with acknowledgment of receipt. The Parties shall then consult each other to determine the appropriate measures to mitigate the effects of the event.

The Contract shall be automatically suspended for the duration of the Force Majeure event, except with respect to the provisions relating to Liability and Insurance, Subcontracting, Intellectual Property and Confidentiality, which shall remain in full force and effect. For as long as the Force Majeure event and/or its consequences continue, ENAC may engage any third party of its choosing to ensure the continuity of the Training Services, without the Contractor being entitled to claim any compensation or damages.

If the Force Majeure event prevents either Party from performing its obligations for more than sixty (60) calendar days, either Party may terminate the Contract as of right by giving notice to the other Party by registered letter with acknowledgment of receipt.

If, as a result of economic, political, legal or commercial circumstances (other than the Force Majeure events referred to above), which were unforeseeable by the Parties at the time of entering into the Contract, are beyond their control and arise after the execution of this Contract, the contractual balance established between the Parties is altered to such an extent that continued performance becomes seriously detrimental to either Party, the Party suffering such prejudice (provided that it demonstrates both the existence and the extent thereof) may request, by registered letter with acknowledgment of receipt, that the Parties seek, in good faith and in a spirit of mutual understanding and fairness, an appropriate solution to restore the contractual balance, including, where appropriate, by amending the provisions of this Contract.

Throughout the duration of such negotiations, the Contract shall continue to be performed in accordance with its original terms and conditions.

If, following the above renegotiation procedure, continued performance of the Contract becomes economically impossible for the Parties concerned by its adaptation, the Party invoking this provision may terminate the Contract, without prejudice to the other Party's right to seek relief before the competent courts if the conditions for the application of this provision are not satisfied.

Article 13 – Confidentiality et Ethics

13.1 Confidentiality

The Parties shall treat as confidential all documents, information and data exchanged in connection with the performance of this Public Contract, regardless of the medium on which they are recorded, and shall not disclose such information to any third party without the prior written consent of the other Party.

Each Party may disclose the other Party's Confidential Information to its own employees, instructors and civil aviation authorities, but only to the extent necessary for the performance of this Contract.

The obligations set out in this Clause shall not apply to information that:

- (a) was already lawfully known to the receiving Party at the time it was disclosed by the disclosing Party;
- (b) enters the public domain other than through a breach of this Contract by the receiving Party;
- (c) is lawfully obtained by the receiving Party from a third party without any restriction on disclosure and without breach of this Contract; or
- (d) is the subject of prior written authorization for disclosure issued by the disclosing Party.

Disclosure of Confidential Information to any authority that the receiving Party can demonstrate has lawful jurisdiction to require such disclosure, or that has requested such disclosure, shall not constitute a breach of this Contract, provided that such disclosure is required by that authority otherwise than as a result of any wilful act or omission by the receiving Party.

13.2 Business Ethics clause

The Parties base the development of their activities on the principle of respect for their ethical values and integrity, by strictly complying with all applicable national and international laws and regulations, in particular those relating to the prevention and combating of corruption. In particular, each Party undertakes not to pay any commission or grant any improper advantage in connection with its contracts with public bodies or private sector companies.

The Parties expect all individuals and companies working with them in partnership or as subcontractors to strictly comply with the same principles of legal compliance, including anti-corruption laws and competition rules.

The Contractor expressly undertakes not to solicit or approach ENAC's end customer during the term of the Contract.

Article 14 – Intellectual property

ENAC and the Contractor shall remain the sole owners of their respective courses, training materials, software tools and monitoring tools. This Contract shall not result in any transfer of intellectual property rights, except as expressly provided below.

The Contractor hereby grants ENAC, free of charge and solely for the purpose of performing this Public Contract, a non-transferable and non-exclusive right to use and reproduce such materials. Any use or exploitation of the Intellectual Property for other purposes, including commercial purposes, is prohibited without the Contractor's prior written consent.

In addition, the Contractor grants ENAC the right to communicate its training programme and any related documentation to ENAC's end customer for whom the training is provided.

Article 15 – Résiliation

ENAC may terminate the Framework Agreement at the Contractor's fault in the event of inaccurate information provided pursuant to Articles R.2143-6 et seq. of the French Public Procurement Code (Code de la commande publique), in accordance with the provisions of Articles 38 to 45 of the CCAG-FCS.

Article 16 – Traitement des données à caractère personnel

Each party to the contract is required to comply with the rules relating to the protection of personal data to which it has access for the purposes of the performance of the contract. These rules are derived from Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016, hereinafter referred to as "the European Data Protection Regulation".

The following provisions are intended to define the conditions under which the subcontractor, within the meaning of the European Data Protection Regulation, designated the holder, undertakes to carry out, on behalf of the data controller, designated the ENAC, the personal data processing operations defined below.

16-1- Description of personal data processing

The holder is authorized to process on behalf of the ENAC the personal data necessary to provide the services covered by the contract.

16-2- Holders' obligations

The Data Controller undertakes to:

- process the data only for the sole purposes of the processing,
- process the data in accordance with the instructions of the ENAC. If the Data Controller considers that an instruction constitutes a violation of the European Data Protection Regulation or any other provision of Union law or the law of the Member States relating to data protection, it shall immediately inform the ENAC. In addition, if the holder is required to transfer data to a third country or an international organisation, under Union law or the law of the Member State to which it is subject, it must inform the ENAC of this legal obligation before the processing, unless the law concerned prohibits such information for important reasons of public interest,
- guarantee the confidentiality of the personal data processed under this contract,
- ensure that the persons authorised to process the personal data undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality, receive the necessary training in the protection of personal data, and take into account, with regard to its tools, products, applications or services, the principles of data protection by design and data protection by default.

A. Further subcontracting

The Holder may use another service provider, referred to as the "sub-processor", to carry out specific processing activities. In this case, it shall inform the ENAC in advance and in writing of any planned changes concerning the addition or replacement of other service providers. This information must clearly indicate the processing activities concerned, the identity and contact details of the sub-processor and the dates of the sub-processing agreement.

The ENAC shall have a minimum period of 10 days from the date of receipt of this information to submit its objections. This sub-processing may only be carried out if the ENAC has not raised an objection within the agreed period.

The sub-processor shall be required to comply with the obligations of this agreement on behalf of and according to the instructions of the ENAC. It is the Controller's responsibility to ensure that the sub-processor provides the same sufficient guarantees regarding the implementation of appropriate technical and organisational measures so that the processing meets the requirements of the European Data Protection Regulation. If the subsequent subprocessor fails to fulfil its data protection obligations, the holder remains fully liable to the purchaser for the subsequent subprocessor's performance of its obligations.

B. Right to information of data subjects

The holder, at the time of data collection, must provide the persons concerned by the processing operations with information relating to the data processing it carries out. The wording and format of the information must be agreed with the ENAC before data collection.

C. Exercise of individuals' rights

The holder helps the ENAC to fulfill its obligation to respond to requests to exercise the rights of the persons concerned: right of access, rectification, erasure and opposition, right to limitation of processing, right to data portability, right not to be subject to an automated individual decision (including profiling).

When the persons concerned exercise requests to the holder to exercise their rights, the holder must send these requests upon receipt by email to dpo@enac.fr.

E. Notification of Personal Data Breaches

The holder shall notify the ENAC of any personal data breach within a maximum of 48 hours after becoming aware of it and by the following means: email addressed to: dpo@enac.fr.

This notification shall be accompanied by any useful documentation to enable the ENAC, if necessary, to notify this breach to the competent supervisory authority.

After the ENAC's agreement, the holder shall notify the competent supervisory authority (the CNIL), in the name and on behalf of the ENAC, of any personal data breaches as soon as possible and, if possible, no later than 72 hours after becoming aware of them, unless the breach in question is not likely to create a risk to the rights and freedoms of natural persons.

The notification shall contain at least:

- a description of the nature of the personal data breach including, if possible, the categories and approximate number of persons concerned by the breach and the categories and approximate number of personal data records concerned;
- the name and contact details of the data protection officer or another point of contact from whom further information may be obtained;
- a description of the likely consequences of the personal data breach;
- a description of the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible negative consequences.

If and to the extent that it is not possible to provide all of this information at once, the information may be communicated in stages without undue delay.

Following the ENAC's consent, the controller shall, in the name and on behalf of the ENAC, communicate the personal data breach to the data subject without undue delay, where the breach is likely to result in a high risk to the rights and freedoms of a natural person.

The communication to the data subject shall describe, in clear and plain terms, the nature of the personal data breach and shall contain at least:

- -A description of the nature of the personal data breach including, where possible, the categories and approximate number of data subjects affected and the categories and approximate number of personal data records affected;

- -The name and contact details of the data protection officer or another point of contact from whom further information may be obtained;
- -A description of the likely consequences of the personal data breach;
- -A description of the measures taken or proposed to be taken by the controller to address the personal data breach, including, where appropriate, measures to mitigate its possible negative consequences.

F. Assistance from the holder in the context of the ENAC's compliance with its obligations

The holder assists the ENAC in carrying out data protection impact assessments.

The holder assists the ENAC in carrying out prior consultation with the supervisory authority.

G. Personal data security measures

The holder undertakes to implement the following security measures:

- -Pseudonymisation and encryption of personal data
- -Means to ensure the confidentiality, integrity, availability and constant resilience of processing systems and services;
- -Means to restore the availability of personal data and access to them within appropriate timeframes in the event of a physical or technical incident;
- -A procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing.

H. Data output

At the end of the provision of services relating to the processing of this data, the holder undertakes to return all personal data to the purchaser.

The return must be accompanied by the destruction of all existing copies in the holder's information systems. Once destroyed, the holder must provide written proof of the destruction.

I. Data Protection Officer

The holder shall communicate to the ENAC the name and contact details of its data protection officer, if it has appointed one in accordance with the European data protection regulation.

J. Register of categories of processing activities

The holder declares that it will keep a written record of all categories of processing activities carried out on behalf of the ENAC, including:

- -The name and contact details of the data controller on whose behalf it is acting, any subcontractors and, where applicable, the data protection officer;
- -The categories of processing carried out on behalf of the ENAC;
- -Where applicable, transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and documents attesting to the existence of appropriate guarantees where applicable;
- -A general description of the technical and organisational security measures, including, among others, as required:
- -Pseudonymisation and encryption of personal data;
- -Means to ensure the confidentiality, integrity, availability and constant resilience of processing systems and services;
- -Means to restore the availability of and access to personal data within appropriate timeframes in the event of a physical or technical incident;
- -A procedure to regularly test, analyse and evaluate the effectiveness of technical and organisational measures to ensure the security of processing

K. Documentation

The holder shall make available to the purchaser the documentation necessary to demonstrate compliance with all its obligations and to enable audits, including inspections, to be carried out by the purchaser or another auditor it has mandated, and to contribute to these audits.

The ENAC undertakes to:

- Provide the holder with the data referred to in the article "Description of the processing of personal data",
- Document in writing any instructions concerning the processing of data by the holder,
- Ensure, beforehand and throughout the duration of the processing, compliance with the obligations provided for by the European regulation on data protection on the part of the holder,

-Supervise the processing, including carrying out audits and inspections at the holder's premises

Article 17 – Dispute and resolution

Disputes and claims shall be resolved in accordance with the provisions of Article 46 of the CCAG-FCS.

This Contract shall be governed by French law, to which the Parties expressly submit, without regard to any conflict-of-laws or choice-of-law principles.

In the event of any disagreement regarding the interpretation, performance or consequences of the Contract, the Parties undertake to use their best efforts to reach an amicable settlement.

If no amicable settlement is reached within sixty (60) days from receipt of written notice of the dispute sent by either Party by registered letter, the dispute shall be submitted to the competent French court having jurisdiction over the Contracting Authority.

Article 18 - Dérogations aux documents généraux

Les dérogations explicitées dans les articles désignés ci-après du CCP sont les suivantes :

Dérogation à l'article 14.1 du CCAG FCS par l'article 11.3 du CCP
Dérogation à l'article 14.1.1 du CCAG FCS par l'article 11.3 du CCP
Dérogation à l'article 14.1.2 du CCAG FCS par l'article 11.3 du CCP
Dérogation à l'article 14.1.3 du CCAG FCS par l'article 11.3 du CCP

E – Paiement

E1- Désignation du (des) compte(s) à créditer

Zone à compléter par le candidat :

Titulaire	Banque	Pays/Clé IBAN	BBAN ou RIB	BIC

E2- Avance

Conformément aux dispositions du Code de la Commande Publique.

Zone à compléter par le candidat :

Le candidat

☐ Accepte

☐ Refuse l'avance

Zone à compléter par le candidat :

A, le

Signature du (des) prestataire(s) :

G- Décision du pouvoir adjudicateur

La présente offre est acceptée :

☐

Avec sa solution de base

A Toulouse, le
Le représentant du pouvoir adjudicateur,

H- Nantissement ou cession de créance

Le montant maximal de la créance que je pourrai (nous pourrons) présenter en nantissement est de

..... euros TVA incluse

Copie délivrée en unique exemplaire pour être remise à l'établissement de crédit ou au bénéficiaire de la cession ou du nantissement de droit commun.

A Toulouse, le
Le représentant du pouvoir adjudicateur,

ANNEXE N° 1 À L'ACTE D'ENGAGEMENT

Détail des prestations exécutées par chacun des cotraitants
Répartition de la rémunération correspondante

1. Détail des prestations :

Entreprise mandataire		Prestations du mandataire
Entreprises cotraitantes		Prestations des autres cotraitants
N°		
N°		
N°		
N°		
N°		
N°		

2. Répartition de la rémunération

Prestations					Montant hors TVA	Montant TVA	Montant TVA incluse
Mandataire							
TVA							
TVA %							
Prix forfaitaire de la prestation de mandat							
Total mandataire (I)							
Autres cotraitants							
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
N°		TVA		%			
		TVA		%			
Total autres cotraitants (II)							
Total du marché (I) + (II)							

**ACTE SPECIAL DE SOUS-TRAITANCE
ANNEXE 2 À L'ACTE D'ENGAGEMENT**

- Prestations maximales sous-traitées

Nature de la prestation	Montant HT

- Sous-traitant

Raison sociale :	
Adresse :	
Code postal :	
Bureau distributeur :	
Téléphone :	
Télécopie :	
Courriel :	
Numéro SIRET :	
Numéro au registre du commerce :	
Ou au répertoire des métiers :	
Code NAF :	

- Compte à créditer

Titulaire	Banque	Pays/Clé IBAN	BBAN ou RIB	BIC

A, le

Signature du Titulaire responsable :

Le représentant du pouvoir adjudicateur accepte le sous-traitant et agréé ses conditions de paiement.

A Toulouse, le

,