



DIRECTORATE-GENERAL
PURCHASING DEPARTMENT

Dynamic Purchasing System (DPS)

N°2026-0742/EdA-DA

**Supply of combatant operational support equipment to
EdA customers**

Special Conditions of Contract (SCC)

Appendix 1: clause relating to compliance with the General Data Protection Regulation (GDPR)

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Preamble

In accordance with Article L 2125-1-4 of the Public Procurement Code, the Dynamic Purchasing System (DPS) is a procurement method designed to pre-select one or more economic operators for routine purchases, using an open and fully electronic procedure.

The provisions applicable to the Dynamic Purchasing System (DPS) and the resulting specific contracts are set out in Articles R. 2162-37 to 51 of the Public Procurement Code.

Contracts awarded under a dynamic purchasing system are specific contracts.

Part I – Dynamic Purchasing System

Article 1 – Purpose of the Dynamic Purchasing System

The Dynamic Purchasing System (DPS) is a purchasing technique that enables the pre-selection of economic operators for so-called “off-the-shelf” purchases through an open procedure. It is governed by the provisions of Article R. 2162-37 of the Public Procurement Code (hereinafter the “Code”).

This DPS is intended to shortlist one or more economic operators with a view to the acquisition by the Economat des Armées of operational support equipment for combat personnel.

The DPS is entered into by the EdA as part of its centralised purchasing activities relating to the acquisition of supplies and services for purchasers, as anticipated in Article L. 2113-2(1) of the Code.

Specific contracts resulting from this Dynamic Purchasing System must meet the following requirements:

- the products must have the same characteristics as those available on the European market;
- the Contracting Authority is responsible for exporting the products. Contractors pay particular attention to packaging and to meeting contractual delivery deadlines in order to ensure that orders are made available in accordance with the terms agreed with the beneficiaries;
- given the context (funding of grants from European funds), the origin of supplies is likely to be subject to restrictions or even prohibitions. The list of prohibited sources is not set in stone and will be communicated on a case-by-case basis. Russia is one of the prohibited sources.

The system is open, throughout its period of validity, to any economic operator meeting the selection criteria. Any economic operator may participate in the system for the entire duration of its validity.

Article 2 – Operation of the Dynamic Purchasing System

The DPS takes place in two phases, as follows:

Phase 1: Open referencing of candidates in the DPS

- publication of a call for applications and online posting of the tender file for companies;
- acceptance of applications in the DPS throughout its period of validity.

Phase 2: Awarding of specific contracts

- launch of a specific contract each time a need for equipment arises;
- only candidates admitted to the DPS may respond;
- following an analysis of the tenders, the EdA awards the specific contract to the most economically advantageous tender.

Article 3 – Categories of the Dynamic Purchasing System

The DPS purchasing categories are the following:

Category number	Purchase Category Title
1	Clothing - <i>Complete combatant's outfit (fatigues / shoes / clothing / reduced thermal signature outfit etc.</i>
2	Military equipment – <i>(excluding technological equipment)/ flashlights / goggles / backpack / holster / canteen etc.</i>
3	Ballistic protection – <i>helmets, bulletproof vests</i>
4	CBRN (Chemical, Biological, Radiological, Nuclear) - <i>outfit + small equipment (measurement) etc.</i>
5	EOD (<i>Explosive Ordnance Disposal</i>) equipment - <i>metal detector / outfit / robot / counter-IED etc.</i>

Article 4 – Beneficiaries and places of performance under the Dynamic Purchasing System

As a public undertaking (EPIC), the Economat des Armées (EdA) is a central purchasing body and service provider dedicated to supporting the armed forces and the administrative units of the Ministry of the Armed Forces. The Economat des Armées is a key player in the government's outsourcing policy, which aims to refocus ministerial structures and the armed forces on their core activities. These include: supplying the armed forces with foodstuffs and equipment, collective and individual meal services, and the provision of outsourced services, in the fields of telecommunications, catering and logistics, both in France and abroad.

Administration, support and operational management are centralised in Pantin, in the offices of the Directorate-General. The establishment has facilities spread across various locations in the overseas territories and abroad.

As such, the DPS and the specific contracts concluded on the basis thereof are performed without any particular geographical restrictions. Consequently, the contractors of specific contracts may be required to deliver the supplies covered by this DPS worldwide.

Article 5 – Entry into force and end of the Dynamic Purchasing System**5.1 General rules**

The DPS comes into force upon admission of the first supplier and remains in force for a fixed period of twelve (12) months. It is automatically renewable five (5) times for twelve (12) months.

In the event of non-renewal, the EdA shall so inform the selected suppliers two (2) months before the end date of the relevant period.

5.2 Exception: early termination and consequences

The EdA may terminate the DPS early for any of the following reasons, amongst others:

- Regulatory changes requiring a redefinition of the need;
- Changes to the IT system of the digitisation platform (PLACE) that affect the procedures for submitting applications to the DPS or the procedures for submitting tenders for specific contracts;
- Technological developments necessitating a redefinition of the categories in this DPS.

The decision to terminate the DPS early shall be notified, within a reasonable period, to candidates who are already on the list and eligible to submit tenders. However, termination of the DPS has no effect on any specific contracts currently in progress, which continue to be executed through to completion.

Early termination of the DPS shall not give rise to any compensation of any kind whatsoever in favour of the candidates.

5.3 Access to the Dynamic Purchasing System

Throughout the period of the system's validity, the Contracting Authority shall allow any interested economic operator to join it. In this case, the interested economic operator submits its application to the Contracting Authority.

However, no application for admission to the system may be considered during a consultation phase for a purchasing category while a specific contract relating to that purchasing category is under consultation.

Article 6 – Contractual documents

Notwithstanding Article 4.1 of the General Administrative Terms and Conditions applicable to contracts for Consumable Supplies and Services (GATC-CSS) in force on the preparation date of the tender file of the companies, the contractual documents for the DPS are as follows, in descending order of priority:

- these SCC and the appendix thereto.

Part II – Specific contracts
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Article 7 – Procedure for awarding of specific contracts

Whenever a need arises, the EdA invites all candidates admitted to the DPS, in the category corresponding to the specific contract, to submit a tender in accordance with Articles R. 2144-8 and R. 2144-9 of the Code.

Article 8 – Form of specific contracts

Specific contracts concluded on the basis of the DPS.

These are framework agreements with purchase orders, subject to an annual maximum in terms of quantity or value as appropriate, or blanket supply contracts. The form of each specific contract is specified in its contractual documents.

When the specific contract is carried out through the issue of purchase orders, these must contain, at least:

- the DPS number and that of its specific contract;
- the purchase order number, if relevant;
- the order issue date;
- the destination and the final Beneficiary of the supplies;
- a description of the supplies;
- the service code: stated in each specific contract;
- the references;
- the ordered quantities;
- the unit prices in euros, with and without VAT, as relevant;
- the delivery date;
- the total purchase order amount in euros, with and without VAT, as relevant;
- the place of delivery or handover of the supplies;
- the billing address;
- the name and signature of the authorised person.

The contractor for the specific contract is required to acknowledge receipt of purchase orders within a maximum of four (4) calendar days of their dispatch by the EdA and to confirm or provide the following information:

- the delivery time of the supplies;
- an estimate of the weight and volume;
- the customs codes for all supplies;
- the nature of any export licences;
- the safety data sheets (SDS) for any products that may be hazardous to air transport.

Should the contractor be unable to supply the product covered by the specific contract, it shall so notify the EdA within four (4) calendar days of receiving the purchase order. When possible, it offers EdA a substitute product of equivalent quality and at a comparable price.

EdA reserves the right to accept or reject the replacement product.

Given the geopolitical context, the origin of supplies is likely to be subject to restrictions or even prohibitions. The list of prohibited sources is not set in stone and will be communicated on a case-by-case basis for each specific contract. Russia is one of the prohibited sources.

Article 9 – Duration of specific contracts

The duration of each specific contract is set out in its contractual documents.

Article 10 - Obligations of the Contractor

10.1 Obligation of result

Under the obligation of result, the contractor undertakes to use all necessary means to achieve the stated objective, namely a guarantee for the EdA that the expected result will be achieved. It acknowledges its awareness of all constraints associated with the provision of the services.

10.2 Collaboration

The contractor undertakes to work not only with the staff of the final beneficiary of the specific contract but also with any other participant, so as to ensure that the consistency, timeliness and sustainability of the projects to which it is contributing are upheld.

As such, the contractor undertakes to (non-exhaustive list):

- work loyally with all participants involved in the projects on which it is working;
- ensure that the delivered services do not call into question the consistency of all projects or products that are the subject of its missions and notably hinder any missions entrusted to other participants;
- cooperate with all participants in order to exchange the necessary information;
- participate actively in all current and future organisational bodies that concern it and for which its presence is required;
- draw up a summary of its services and supplies and send it to the designated recipients at specified intervals;
- carry out, within the specified timeframes, any corrections or repairs necessary to ensure the smooth running of the project or service to which it is contributing;
- provide the necessary guidance and support to ensure the proper implementation of the project or service in question.

The service is carried out under the sole responsibility of the contractor, who must strictly comply with:

- the requirements set out in these Special Conditions of Contract (SCC) for the performance of the services;
- the legislation and regulations in force relating to health and safety, social security, labour law, tax law and the law on subcontracting;
- all safety measures set out in the established safety protocol for the specified site;
- the regulations on undeclared work, pursuant to which the contractor must provide the EdA, every six months from the date of notification and throughout the duration of the contract, with the documents listed in Articles D.8222-5 et seq. of the Labour Code as proof of having fulfilled its legal obligations.

Failure or refusal to produce the documents required by the legislation in force will result in the matter being reported to the competent authorities, without prejudice to any consequences that the EdA may draw from this with regard to the continued performance of the contract.

10.3 Change in the contractor's circumstances

The contractor is required to immediately notify the EdA's Purchasing Department of any changes occurring within the company during the term of the specific contract, relating to (non-exhaustive list):

- persons with the authority to bind it;
- its legal form;
- its registered name or trading name;
- its nationality;
- its residence or registered office;
- the amount of its share capital;
- the individuals or groups controlling it;
- its bank details...;
- in general, all significant changes to the operation of the company that may affect the smooth running of the specific contract.

To this end, and by any means guaranteeing their receipt, the contractor shall send the document(s) justifying the modification to the EDA's Purchasing Department.

10.4 Liability

The contractor carries out its activities at its own risk. As such, it assumes all risks associated with the operation of its business, its presence or that of its permanent or casual staff, including its subcontractors.

The contractor is therefore liable for damages of any kind, whether physical, material and immaterial whether consequential or not, due to or at the time of the performance of the services covered by the specific contract, that may be caused to the EDA or to third parties, including damage to the premises occupied for the purposes of the service, if it is responsible for such damage.

10.5 Subcontracting

In accordance with Article L. 2193-3 of the Public Procurement Code, the contractor may, at its own risk, subcontract the performance of part of the services covered by its contract. Subcontracting may therefore under no circumstances cover the entire specific contract, but is permitted for any necessary ancillary services.

The contractor may only subcontract the performance of part of the services provided that the purchaser has approved each subcontractor and agreed to the subcontractor's terms of payment.

For each subcontractor nominated after notification of the specific contract, the contractor must send the person responsible for the contract at the EdA, by e-mail, an application file comprising:

- A subcontracting declaration (Form DC4) specifying the nature of the services to be subcontracted;
 - the name or company name and address of the proposed subcontractor;
 - the estimated amount to be paid directly to the subcontractor;
 - the payment terms set out in the draft subcontract, including a sworn statement from the subcontractor confirming that it is not subject to any restrictions on its eligibility to participate in public procurements.
- Attached to the subcontracting declaration, the following documents relating to the subcontractor:
 - the SIREN register status certificate issued within the last three (3) months;
 - valid insurance certificates;
 - accreditations, professional qualifications and references relating to the subcontracted tasks;
 - URSSAF certificate issued within the last six (6) months;
 - a list of the names of foreign employees requiring a work permit;
 - bank details (RIB).
- Documents proving that no assignment or pledge of a claim prevents direct payment to the subcontractor.

For subcontractors based outside of France, the contractor must attach a copy of the secondment declaration drawn up in accordance with Articles R1261-1 et seq. of the Labour Code, and a copy of the document designating the representative referred to in Article R1263-2-2 is required.

The acceptance of the subcontractor and approval of its terms of payment are recorded in a special document signed by the purchaser.

In the event of subcontracting, the contractor remains personally liable for the performance of all obligations arising from the specific contract. As such, any failure on the part of subcontractors resulting from a breach of their obligations or cessation of activities is treated as a failure on the part of the contractor.

When the value of the subcontract is €600 or more (including VAT), the subcontractor who has been accepted and whose payment terms have been approved by the purchaser shall be paid directly for the part of the contract that it performs.

The contractor undertakes that the clauses necessary to ensure compliance with the regulations shall be included in the subcontracts.

Article 11 – Delivery

The delivery address for the supplies is specified in the documents relating to the specific contract if it is a framework contract, or in the purchase order if the specific contract is a framework contract based on purchase orders.

No partial deliveries shall be accepted without the prior written consent of the EdA.

Article 12 – Financial provisions

12.1 Payment terms

The prices for specific contracts are set out in Appendix 1 to the binding agreement and cover all of the services listed therein. They notably include:

- all requirements set out in the specific contract;
- all expenses and costs necessary for the full and proper performance of the services;
- all taxes, parafiscal, social security, insurance and other charges that are required to be levied on the services, risk margins and profit margins;
- the staff required to carry out the services, as well as all allowances relating to working conditions.

Unless otherwise stated in the specific contract, prices are quoted in euros (€) excluding tax (HT) and including all taxes (TTC) where applicable; they are fixed and non-negotiable for all services and for the duration of the specific contract.

12.2 Payment period

Invoices shall be paid within thirty (30) days of acceptance of the services by the Contracting Authority.

12.3 Invoicing and payment terms

In accordance with the provisions of Article L. 2192-1 et seq. of the Public Procurement Code, invoices must be submitted electronically via the secure *Chorus factures* portal (<https://chorus-pro.gouv.fr/cpp/utilisateur?execution=e1s1>).

To ensure that invoice processing is as straightforward and efficient as possible for the EdA, the contractor must include the following legal notices and details on each of its invoices:

- the contractor's name and address;
- the contractor's SIRET number;
- its bank account number, as stated in the binding agreement;
- the service code: stated in each specific contract;
- the references of the DPS and specific contract, number and date;
- the EdA's SIRET number (542 085 907 00013);

- the services received or the relevant deliverable(s);
- the delivery note references;
- the amount excluding tax;
- the rates and amounts of tax;
- the total amount, with and without VAT, of the accepted services and/or deliverables;
- the invoice date.

👉 **Please note:** if the contractor fails to comply with the above requirements, automatic processing of invoices will not be possible. As a result, the time taken by the EdA's Finance and Accounting Department to process invoices is extended and payment is delayed.

Payment is made by transfer to the contractor's bank account. The contractor must notify the Contracting Authority of any change of bank details, by providing a bank details form (RIB).

12.4 Interest on arrears

If payment is not made within a maximum of thirty (30) days of receipt of the invoice, interest on arrears shall be payable to the contractor. The rate of interest on arrears shall be equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, in force on the first day of the half-year of the calendar year in which the interest on arrears began to accrue, plus eight (8) percentage points. Interest on arrears shall accrue from the day following the due date specified in the contract or the expiry of the payment period, up to and including the date of payment of the principal.

Furthermore, if the recipient of the goods fails to make payment by the due date, it shall be required to pay a fixed compensation fee for recovery costs, set at forty (40) euros.

12.5 Advance and instalments

The terms and conditions governing the payment of an advance and/or instalments are set out in the specific contracts.

12.6 Pledging of receivables

The Contracting Authority shall, upon request and free of charge, provide the contractor with the documents required to use the contract as security. Any assignment of receivable must be notified directly to the Contracting Authority's accounting officer by the assignee.

Article 13 - Penalties

Penalties are set out in the terms and conditions of each specific contract.

Penalties may be cumulative, up to a maximum of twenty (20) % of the purchase order amount excluding VAT.

Penalties are charged via debit notes issued without prior notice. These are automatically deducted from the contractor's account without calling into question the termination clause of the specific contract to the contractor's detriment.

Article 14 – Review clause

In accordance with Article 25 of the GATC/CSS and the provisions set out in the Public

Procurement Code, this DPS may be reviewed during its implementation, regardless of the amount of the amendment, in the following circumstances pursuant to Articles R2194-2 and R2194-5 (non-exhaustive list):

- additional supplies;
- awarding of a supplementary supply contract pursuant to Article R.2122-4 of the Public Procurement Code;
- transfer of the contract to a new contractor as part of a restructuring of the contractor company (merger, acquisition, takeover) provided that this modification does not entail any substantial change to the contract and that the presented economic operator meets the initial selection criteria;
- modification of the performance conditions due to parameters that could not be foreseen at the time of contracting (need to suspend contract performance or to extend performance pro rata to the interruption);
- changes to the procedures for price adjustments, notably the frequency, the type of benchmark index or other price calculation method in exceptional circumstances;
- the inclusion, by the contracting authority, of new customers who will benefit from the supplies covered by the contract.

This review clause shall be the subject of a written decision by the Contracting Authority and shall be notified to the contractor of the DPS or specific contract, by registered letter with acknowledgement of receipt (RL/AR) or by any other means that provides proof of receipt.

Article 15 – Verification and acceptance of supplies

15.1 Verification

The verification procedures described below may be adapted in the specific contract.

The contractor shall notify the Contracting Authority of the date from which the supply/supplies covered by the contract may be presented for inspection.

In accordance with Article 27.1 of the GATC-CSS, the verification of supplies covers both quantity and quality. The verification procedures are as follows:

- quantitative verification: conformity of the quantity of supplies covered by the contract or appearing on the purchase order with the quantity invoiced and the quantity delivered;
- qualitative verification: conformity of the delivery notes with the contract or the purchase order, control of the parcel's external appearance, number and control during the first use. Commissioning may also be requested to ensure correct operation of the equipment.

Goods may be accepted at the contractor's premises prior to being loaded into containers and/or prior to the goods being dispatched to the freight forwarder and/or to the final destination. The authorised recipient carries out systematic checks on the quality of the service.

Acceptance periods may vary depending on the destination and the method of delivery.

15.2 Acceptance

Notwithstanding Article 30.1 of the GATC-CSS, the Contracting Authority shall accept the supplies, subject to any hidden defects, provided that they comply with the contract terms. Acceptance takes effect on the date on which the contractor is notified of the acceptance decision or, in the absence of such a decision, within fifteen (15) days of delivery.

Acceptance of the supplies results in the transfer of ownership to the Contracting Authority. If the supplies are handed over to the Contracting Authority after their acceptance, the contractor shall, until the time of their actual handover, fulfil the obligations of custodian.

15.3 Postponement

Notwithstanding Article 30.2 of the GATC-CSS, when the Contracting Authority considers that the supplies can only be accepted subject to certain adjustments, it may decide to issue a (reasoned) decision to postpone the supplies. This decision requires the contractor to resubmit to the Contracting Authority, within fifteen (15) days, supplies that comply with the contract provisions. The contractor must confirm its acceptance within ten (10) days of being notified of the postponement decision. Should the contractor refuse or fail to respond within this period, the Contracting Authority shall issue a rejection decision within fifteen (15) days from the date of notification of the contractor's refusal or from the expiry of the aforementioned ten-day period.

Silence on the part of the Contracting Authority beyond this fifteen (15)-day period is equivalent to a rejection decision.

Subsequently, further postponement decisions may be taken for as long as the supplies remain non-compliant.

15.4 Price reduction

Notwithstanding Article 30.3 of the GATC-CSS, when the Contracting Authority considers that supplies or associated services, while not complying fully with the contract terms, may nevertheless be accepted as they are, it may accept them subject to a price reduction proportional to the extent of the defects identified and agreed upon by both parties following consultation. The reduction decision must be substantiated and may only be notified to the contractor once it has been given the opportunity to submit its comments.

If the contractor does not submit any comments within fifteen (15) days of the decision to grant admission subject to a reduction, it shall be deemed to have accepted it. If the contractor submits comments within this period, the Contracting Authority then has fifteen (15) days to notify it of a new decision.

In the absence of such notification, the Contracting Authority shall be deemed to have accepted the contractor's comments, and the supplies shall be deemed to have been accepted without any reduction.

The price reduction is recorded in writing.

15.5 Rejection

Notwithstanding Article 30.4 of the GATC-CSS, when the Contracting Authority considers that the supplies cannot be accepted and do not allow for either a postponement or price reduction, it shall reject them in part or in full. The rejection decision must be justified. It may only be taken after the contractor has been served with a formal notice giving it the opportunity to submit its comments within fifteen (15) days.

In the event of rejection, the contractor is repeat the service specified in the contract. The contractor has a period of thirty (30) days from the date of notification of the rejection decision to remove, as relevant, the rejected supplies. Once this period has elapsed, they may be destroyed or removed by the Contracting Authority, at the contractor's expense.

Article 16 – Confidentiality

16.1 Non-disclosure of confidential information

The contractor that, while performing the specific contract, has received or has become aware of information on a confidential basis is obliged to keep such information confidential, without it being necessary to specify its confidential nature on a case-by-case basis by affixing the prescribed stamps or appropriate markings.

16.1.1 Confidential information

The term “Confidential Information” refers to any information, intelligence, knowledge, documents, data or items of any kind, notably intellectual, technical, scientific, contractual, financial, economic and/or commercial information, disclosed by EdA and/or its customer to the contractor of the specific contract or brought to the attention of the latter in any form whatsoever, written or oral, and notably including:

- all elements of the specific contract and of the Dynamic Purchasing System on the basis of which it is concluded;
- any information, whether or not covered by intellectual property rights, notably relating to plans, software, products, studies, analyses, projects, systems, methods, processes and know-how developed by EdA and/or its customer;
- any economic, commercial, social or organisational information relating to EdA and/or its customer;
- all information relating to the EdA’s customers, the location and technical configuration of the sites to be covered and, more generally, all information relating to the requirements to be met;
- any information relating to the personal data of military and civilian personnel that may be disclosed to meet the aforementioned requirements, as defined by the relevant French and European regulations in force;
- as well as the discussions referred to in this clause, communicated by any means whatsoever and in any format whatsoever.

The confidential nature of the aforementioned information may notably result in an appropriate confidentiality notice being placed on the documents in which such information appears.

However, in the absence of any such statement, information exchanged orally or through informal channels shall also be regarded as confidential in the event that, by its nature or context, it is clearly sensitive and its disclosure is likely to harm the interests of the disclosing Party. Each Party is responsible for exercising discretion and acting in good faith when identifying and handling such information, taking into account professional practice and the circumstances of its disclosure.

Information shall not be regarded as confidential in the event that the contractor of a specific contract can provide evidence:

- that it had entered the public domain either before or after the disclosure thereof, but in the latter case, through no fault of its own;
 - that the information was already known to it;
 - that it was lawfully received from a third party, without any restrictions or breaches on the part of that third party
- of a duty of confidentiality towards EdA and/or its customers.

16.1.2 Non-disclosure obligation

The contractor undertakes not to disclose, in whole or in part, either directly or indirectly, the “Confidential Information” and to take all appropriate measures to ensure its confidentiality. This information, these documents or these items must not, without authorisation, be disclosed to anyone other than those authorised to have access to them.

Persons with the authority to hear such matters may, by way of an exhaustive list, include:

- a third party to whom disclosure has previously been authorised in writing by the EdA, provided that this third party undertakes to comply with these non-disclosure obligations;
- the contractor’s personnel;
- the contractor’s subcontractor and its personnel.

The contractor remains liable to EdA and its customer for ensuring that these persons comply with the said obligations and guarantees their fulfilment, regardless of the capacity in which these persons have been provided with this information.

Such disclosure occurs only when strictly necessary for the performance of the specific contract.

The contractor notably undertakes to:

- store and process this confidential information while maintaining a level of protection and care in accordance with the rules and practices of its profession;
- use confidential information only in connection with the performance of the specific contract and, generally speaking, not to use it to the detriment of EdA and/or its customer;
- notify the EdA, as soon as possible, of any third-party request that it may have received, seeking the disclosure of confidential information;
- destroy confidential information as soon as it is no longer required for the performance of the specific contract and immediately delete, at the request of the EdA, any medium on which such information is recorded; in the latter case, the contractor for a specific contract undertakes to cease all use of the confidential information in question with immediate effect;
- confirm to the EdA, upon first request and in writing, its compliance with the above provisions.

Without prejudice to its non-disclosure obligation, the contractor may disclose confidential information in the following cases:

- the use or disclosure of the confidential information has been authorised in writing by the EdA;
- the contractor of a specific contract, acting in good faith, was in possession of the said confidential information prior to the date of disclosure by the EdA and/or its customer, as evidenced by the existence of relevant documents in its records;
- when confidential information is the subject of a request by an administrative or judicial authority pursuant to a law, decree, regulation or court order; but this applies only to that part of the confidential information to which this obligation relates; in such cases, the contractor undertakes to inform EdA prior to any disclosure.

16.2. Protection of Classified Information covered by National Defence Secrecy

As relevant, the exchange of “classified” data and information, as defined in Interministerial General Instruction n°1300 on the protection of national defence secrets (*Secret* and/or *Top Secret*) or classified as “*Restricted*” and “*Special France*”, shall be carried out in strict compliance with the rules in force in France.

16.3 General Data Protection Regulation

The provisions relating to the GDPR are set out in Appendix 1 to these SCC.

Article 17 – Sustainable development, protection of workers and working conditions

The Économat des Armées is committed to a purchasing policy that is more environmentally friendly and focuses on the protection of the workforce and working conditions; to this end, it involves its partners and service providers in this initiative.

In accordance with Article 6 of the GATC/CSS, the obligations incumbent upon the contractor are those laid down by the laws, regulations and collective agreements relating to the protection of workers and working conditions in the country of employment of those workers.

Similarly, in accordance with Article 7 of the GATC/CSS, the contractor shall ensure that its services comply with the applicable laws and regulations relating to the environment, and to the health and safety of persons.

The contractor must be able to demonstrate compliance, both during the performance of the contract and throughout the service guarantee period, upon request by the Contracting Authority.

The contractor proactively conducts a continuous improvement process in terms of environmental protection in the choice of its partners or during its own manufacturing processes, it aims to reduce the use of toxic substances or heavy metals and for the design of all or part of the items listed in its catalogue to integrate criteria of reliability, robustness, ease of maintenance objectively explained in its technical sheets and commercial documents.

As part of supplier reviews or at the request of the EdA, the contractor shall report on its continuous improvement programme to address environmental issues: work on the product range, and efforts to achieve ISO 45 000 certification (or equivalent).

In the absence of an objectively demonstrated environmental commitment, the contractor may be delisted.

Article 18 – Insurance

The successful contractor or consortium and its subcontractors must hold a valid insurance policy, as of notification of the specific contract and throughout its duration, to cover their liability towards third parties or the Contracting Authority in the event of damage caused during the performance of the services.

At the Contracting Authority's request, proof of this insurance must be provided. This certificate must specify the type of cover, the nature of the risks covered and its period of validity. Failure to produce this certificate within fifteen (15) calendar days of notification of the specific contract and before any start of the work thereof shall result in the specific contract being terminated at the its sole fault, without further notice or compensation.

The insurance must cover the financial consequences of civil liability incurred by the contractor towards third parties and the Contracting Authority in the event of an accident and any damage caused during the performance of the specific contract.

Article 19 - Disputes

In the absence of an amicable settlement, any disputes shall be governed exclusively by French

laws and regulations. The applicable law is French law. The competent court is:

Montreuil Administrative Court
7 rue Catherine Puig
93558 MONTREUIL CEDEX
Tel: 01 49 20 20 00 – Fax: 01 49 20 20 99
E-mail: greffe.ta-montreuil@juradm.fr
URL: <http://montreuil.tribunal-administratif.fr>

EXEMPTIONS FROM THE ARTICLES OF THE GATC/CSS

Articles of these SCC	Article title	Articles of the GATC/CSS
Article 6	Contractual documents	Article 4.1
Article 15.2	Acceptance	Article 30.1
Article 15.3	Postponement	Article 30.2
Article 15.4	Price reduction	Article 30.3
Article 15.5	Rejection	Article 30.4