MASTER SUPPLY AGREEMENT

French Developmen[illegible]
5 Rue Roland B[illegible]
75012 [illegible]

SUBJECT: Provision of access to an interfa[illegible]omic and financial databases covering all countries and [illegible]eas of the world

Cont[illegible]CO-2026-0143

NON CONTRACTUAL
Only french Version is contractual

Procurement procedu[illegible]

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

WARNING

This document can only be amended to complete:

The identification of the Holder;
The "Price" article;
Any annexes.

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

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

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

AND

The company _____, domiciled _____, registered in the Trade and Companies Register _____ under number RCS_____

Represented by_____

After having reviewed the contract and the documents mentioned below,

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

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

☐ **Identity of the representative [(1)] : Madam/Sir ……**
☐ of the joint group
☐ attached to the joint grouping
undertakes for all the grouped service providers designated in the attached annex to provide the services requested under the conditions defined below;

Applicant's trade name and corporate name:
……
Business address:
……..
……
……..
Registered office address: *(if different from establishment)*
……..
……..
……..
Generic email address (*it is recommended to use a generic email address valid for the entire duration of the Contract or Master Agreement*): ……..
Phone: .....
SIRET number (or equivalent registration number in the country concerned):
.....
EPA: .....
Intra-Community VAT number: .....

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

IT HAS BEEN AGREED AND STOPS WHAT FOLLOWS:

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1. Preamble

1.1 Presentation of the contracting authority

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

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

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

Within the framework of the Contract, the Contracting Authority entrusts to the Holder, who accepts it, the execution of the Contract. The purpose of this Contract is to specify the conditions under which the Holder will be required to provide these services to the Contracting Authority.

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

1.2 Definitions

Deposits: Advance payments are interim payments remunerating services that have given rise to the commencement of execution. The amount of the deposits must, in no case, exceed the value of the services to which they relate. The deposits compensate for a service performed.

Acts of Corruption: Refer to the offences referred to in articles 432-11, 433-1, 445-1 and 445-2 of the Penal Code.

Act of Fraud: Means any disloyal manoeuvre (action or omission), whether criminally punishable or not, intended to deliberately mislead another person, intentionally conceal information from him or her or to surprise or vitiate his or her consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate profit.

Adaptations: Designate all activities carried out or provided by the Holder to ensure that the Solution meets the needs of the AFD and the Beneficiaries, and that it is adapted to these needs and to the Information System on which it will be used in production, these Adaptations include Specific Developments, Settings and Interfaces.

Appendix: Means any annex to the Contract. Annexes are an integral part of the Contract.

Anomaly: Means any error, bug, malfunction, non-compliance, malfunction or performance defect that alters the normal operation of all or part of the Solution:

- **Blocking Anomaly**: Refers to any Anomaly that prevents the normal use of all and/or part of the Solution or generates erroneous information processing results and/or a loss of Data and/or which generates a slowdown in the processing of information. Furthermore, any Major Anomaly without a Workaround may be considered as Blocking.
- **Major Anomaly**: Means any Anomaly that alters the normal use of all or part of the Solution. Any Major Discrepancy not resolved within the agreed timeframe may be considered a Blocking Discrepancy.
- **Minor Anomaly**: Means any Anomaly other than a Blocking Anomaly or a Major Anomaly. Any Minor Discrepancy not resolved within the agreed timeframe may be classified by the Contracting Authority as a Major Discrepancy.

Beneficiary: Designates the entire AFD, and its subsidiary PROPARCO, to benefit from the Solution and Services.

Purchase Order : Refers to the document by which the Contracting Authority entrusts the Service Provider with the performance of one or more Services.

Implementation schedule: Designates the schedule for the stages of the mission entrusted to the Holder, it being specified that the dates are mandatory.

Joint contractor: Joint contractors are financially responsible for the entire Contract as well as its execution, even if they only carry out part of it.

Contract: The Contract consists of all the contractual documents identified in Article 5.

Documentation: Means any technical documentation, maintenance files, procedures, guidelines, instructions, architectures, programming standards, test files and plans, design documents, operational documentation, user documentation, User guides, manuals relating to the Specific Developments, the Software and the Interfaces of the Solution, regardless of their medium, without limitation, any information included in any other document. Documentation is a Deliverable.

Data: Refers to all data collected, processed and/or generated by the Solution, as well as any data of the Beneficiaries to whom the Holder has access within the framework of the Project. This data belongs to the AFD and/or the Beneficiaries and includes in particular personal data within the meaning of Law No. 78-17 of 6 January 1978 relating to information technology, files and freedoms.

Editor: Refers to the generic term for a Software provider. For this Agreement, "Publisher" means the company that has designed and markets the Software which is the

cornerstone of the Solution.

Critical or important function (according to DORA): a function whose disruption is likely to seriously harm the financial performance of a financial entity, or the soundness or continuity of its services and activities, or an interruption, anomaly or failure in the performance of that function is likely to seriously impair a financial entity's ability to comply on an ongoing basis with its licensing terms and obligations, or its other obligations under the applicable provisions of financial services law.

Incident: Refers to the interest or degradation of the service operated by the Holder and more broadly any event that may cause, interrupt or reduce the quality of this service.

Security incident: Refers to an event that affects the security of the AFD's information system or a Beneficiary and may have consequences, particularly in terms of data availability, confidentiality, or integrity, of a good or all or part of the information system.

Confidential Information: Means all information, data, documents of any kind and in any form or medium, including but not limited to, any writing, note, report, document, study, drawing analysis, letter, listing, software or data content stored on a USB key, specifications, figure, graphic, communicated by the AFD to the Holder within the framework of the Contract or accessible to the Holder within the framework of the execution of the Contract; and more generally any information or document that the Holder may have obtained, directly or indirectly, in writing or by any other means, from the AFD for the purposes of or in connection with the Contract, including without limitation any technical information, commercial, strategic or financial, studies, specifications, software, products, reports, work, studies carried out under the Services.

"Days" and "Hours": Means the working days and hours in the French metropolitan territory that are provided for in the service agreement.

Deliverable: Means, in the singular as well as the plural, all deliveries, all elements, Specific Developments, Configurations, Interfaces, reports, editions, documentation, and other components to be provided to the AFD by the Holder under the Contract, in any form whatsoever. The details of the minimum expected deliverables are described in the CCTP. They can be of two types:

- **Documentary deliverable:** Means any document, report, study carried out within the framework of the Contract for the benefit of the Contracting Authority and that the Holder must submit to the Contracting Authority in execution of the Services.
- **Software Deliverable:** Means any delivery of a software nature, including for example the Software, Adaptations, Solution and Interfaces.

Delivery: Refers, in the singular as well as the plural, to the activity of making available by the Holder a supply to the Contracting Authority with a view to carrying out validation or Reception operations.

Software Refers to the "specific software" as defined within the CCAG-TIC published by the Holder, including any new version that may be produced by the Holder.

Third Party Standard Software: Means any software, including developer software other than the Software.

Maintenance: Refers to all activities, including technical, technological, administrative and organizational activities intended to keep the Solution in operational condition, consistent with the evolving needs of the Contracting Authority and compliant with regulations.

Standard Software Maintenance: Means the standard maintenance provided by the Holder, opening access to central technical support for the Contracting Authority, access to the Software patches, access to new minor or major Versions of the Software.

Agent: Designates the representative of all the members of the group vis-à-vis the AFD and coordinates the services of the members of the group

Material: Refers to the material part of the Solution, as well as the associated documentation, provided or not by the Holder or purchased directly by the Contracting Authority from a supplier.

MEP: Refers to the abbreviation for "Go Live"

Updates: Refers to the corrections and improvements of the Solution provided by the Holder to the Contracting Authority as part of the Services. The Holder guarantees that no update will result in regression of any kind.

Service Level: Refers to the quality that the Holder undertakes to achieve as part of a performance obligation. Service levels are set at the CCTP, they notably provide for deadlines, response times and resolution of discrepancies, maximum for requests from the Contracting Authority, as well as requirements in terms of quality of Deliverables.

Setup: Refers to the operations of configuring the Software carried out by the Holder as part of the integration and implementation of the Solution, including the establishment of the Documentation relating to the settings made to ensure the successful completion of the Project and the proper functioning of the Solution over time.

Warranty period: Means a contractual warranty period starting from the signing of the Final Acceptance Report of the relevant Deliverable for a duration defined below.

Contracting authority: Means the person who receives from a business, against payment, commercial supplies or services. Below, the AFD.

Benefits: Refers to the "benefits" as defined within the CCAG-TIC. The Benefits are specified in the CCTP and its annexes.

Minutes (or P.V.): Refers to the document drawn up by the Contracting Authority and signed jointly by the Parties to confirm a validation or acceptance stage (with or without reservation) and/ or the status of a contractual deliverable.

Reception: Designates the sequence(s) of operations, through which the proper functioning and compliance control of the Solution, the Deliverable. Acceptance operations lead to refusal of acceptance, provisional acceptance with or without reservation, or final acceptance. This definition corresponds to the term "admission" of the CCAG-TIC.

Informatique et Libertés Regulation: Refers to Regulation (EU) 2016/679 of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (hereinafter "**GDPR**") as well as any applicable regulations concerning the protection of personal data, in the first place the Data Protection Act of 5 January 1978 no. 78-17 in its current version, the deliberations of the Data Protection Commission (CNIL) and the provisions of the specific annex on the protection of personal data.

Balance: The balance of the Contract is the remaining amount due to the Holder of the Contract after subtracting any advances, deposits paid and compensation that would be due.

Solution: Refers to the coherent set composed of the Software, Third-Party Standard Software, Adaptations and Deliverables perfectly integrated with each other and with the Environment, in accordance with the needs of the AFD and the Beneficiaries. The Solution also includes Documentation and Services, thus allowing, together, to ensure the successful completion of the Project. The Solution includes subsequent versions and Updates. The Holder guarantees that no Third-Party Software is integrated into the Solution, unless explicitly agreed in advance by AFD.

Workaround: Designates a temporary solution to address an Anomaly or an Incident in the application scope, accompanied by complete instructions for installing and operating this Solution, whose installation and/or operation and/or use does not entail additional costs for the Contracting Authority, in particular in terms of purchasing equipment and software or additional user availability. Any workaround must first be accepted by the AFD, and be followed by a definitive and lasting correction.

Specifications: Refers to the functional and technical description of all aspects of the Solution suitable for satisfying the contractual requirements, in particular the needs of the Contracting Authority.

Information System (or IS): Refers to all hardware, software including operating systems, the Technical Architecture and the Environment of the ADF with which the Solution must absolutely interoperate. More specifically, in the computer sense of the term: refers to all means of acquisition and retrieval, processing and data storage dedicated to information processing.http://www.marche-public.fr/Terminologie/Entrees/donnee.htmhttp://www.marche-public.fr/Terminologie/Entrees/information.htm

ICT (Information and Communication Technology) Services: Means digital and data services permanently provided through ICT systems to one or more internal or external users, including hardware as a service and hardware services which include the provision of technical assistance by means of software or firmware updates provided by the hardware supplier, excluding traditional analogue telephony services.

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

Users: Refers to the staff of the Contracting Authority, a Beneficiary or its service providers (e.g. employees, workers, service providers, etc.) involved in implementing the Solution and/or using the Solution.

VABF: Designates the steps of the Reception whose purpose is the Fitness for Function Check in a Test Environment. The conditions of the VABF are defined in the CCTP in the various departments concerned (Projects and Progressive Maintenance).

Validation: Refers to the decision pronounced by the Contracting Authority when a Deliverable is deemed to comply with the specified requirements. This decision follows a verification and is sanctioned by minutes.

Verification: Refers to the confirmation by examination and provision of objective evidence that the specified requirements have been met.

2. Subject of the Contract- General provisions

2.1 Subject of the Contract

This Contract defines the conditions under which the Contracting Authority entrusts to the Holder, who accepts it, the performance of the following services: Provision of access to an interface of macroeconomic and financial databases covering all countries and geographical areas of the world

Place(s) of execution: AFD Paris

2.2 General form of the Contract

This Contract is a Master Order Form Agreement.

2.3 Splitting the framework agreement into purchase orders

The services of this framework agreement are subject to a split order concluded with a single economic operator within the meaning of Articles R. 2162-1 to R. 2162-6, R. 2162-13 and R. 2162-14 of the Public Procurement Code.

2.4 Conditions for placing purchase orders

Each purchase order shall specify:

- The content and quantities to be delivered

- The amount of the purchase order
- The reference of the framework agreement
- If applicable:
  - Unit/fixed prices of supplies
  - The special conditions of execution
  - The special conditions of delivery and admission
  - Delivery times
  - The place of delivery
  - The documents to be provided upon delivery

Each purchase order shall be notified to the service provider under the conditions defined in Article *Form of notifications and information to the Holder* below and in Article 3.7 of the CCAG TIC.

Successive orders will be sent in the form of purchase orders.

2.5Subcontracting

The Holder then undertakes to provide, in its contract with its subcontractors, any provision with a view to:

- Any data to be processed under this Master Agreement, including personal data, shall be processed and stored in accordance with this Agreement. The subcontractor may not modify the country of processing and storage identified above without the prior written consent of the Contracting Authority.
- Without prejudice to the other provisions of the framework agreement relating to confidentiality, security, and the protection of personal data, the subcontractor undertakes that all data processed or stored by the subcontractorprocessing, including the personal data, (i) are available to the Contracting Authority or any third party it may designate at any time, (ii) to ensure its integrity and authenticity at all times throughout the duration of the framework agreement, and (iii) ensure confidentiality at all times during the term of the Framework Agreement and beyond, under the conditions of confidentiality provided for in this Framework Agreement.
- The subcontractor undertakes to implement all the necessary provisions set out in this Contract guaranteeing access, retrieval and restitution, in a format defined in this Contract, of said data, including those of a personal nature, Processed by the service provider in compliance with the DORA Regulations in particular, including in the event of the insolvency of the service provider, or the termination of the service provider's activities.
- The subcontractor undertakes to comply with the service levels described in this Agreement. These may evolve and be updated at any time by the Contracting Authority.
- The subcontractor undertakes to cooperate fully with the competent authorities and the resolution authorities of the Contracting Authority, as well as any persons designated by said authorities in accordance with the provisions of the DORA Regulation.
- The subcontractor undertakes to participate as much as necessary in the information and communication technology security awareness programs implemented by the Contracting Authority and in the operational digital resilience training courses developed by the latter, at its request, in accordance with the DORA Regulations.

In the event that the Contract supports a critical or important function, the Holder must assess the risks associated with the place of establishment of the sub-current or potential contractors who provide an ICT service supporting critical or important functions or significant parts thereof, as well as the place of establishment of their parent company and the place where the relevant ICT service is provided; the Holder must specify the place of processing and storage of the data by the subcontractor, if applicable, to the

Contracting Authority.

The Holder undertakes to also provide, in his contract with his subcontractors, for any provision with a view to:

- The subcontractor undertakes to comply with an obligation of information, advice, alert and enhanced cooperation vis-à-vis the Contracting Authority in view of the nature and impact of the services it provides for the Contracting Authority. In particular, the service provider undertakes to notify the Contracting Authority as soon as possible of any event or situation that could have a significant impact on its ability to provide the services provided for under the framework agreement which are subcontracted to it.
- The subcontractor undertakes to implement and test emergency plans and implement measures, information and communication technology security tools and policies that provide an appropriate level of security for the provision of services by the Awarding Authority in accordance with its regulatory framework.
- The subcontractor undertakes to participate and fully cooperate in any threat-based penetration test, carried out by the Contracting Authority as required by the DORA Regulation.

In order to ensure continuous monitoring of the performance of the contractor under the framework agreement, the subcontractor acknowledges to the Contracting Authority i) the unlimited rights of access, inspection and audit by the Contracting Authority or a designated third party, and by the competent authority, and the right to take copies of relevant documents on site if they are essential for the activities of the subcontractor whose effective exercise is not hindered or limited by other contractual agreements or enforcement policies; (ii) the right to agree other levels of insurance if the rights of other customers are affected; (iii) the obligation for the subcontractor to cooperate fully in on-site inspections and audits carried out by the competent authorities, the senior supervisor, the Contracting Authority or a designated third party; and iv) the obligation to provide details on the scope, procedures to be followed and frequency of such inspections and audits.

The subcontractor undertakes to strictly comply with the obligations provided for in the agreement-framework for reversibility and exit strategies and adequate transition periods i) during which the provider will continue to provide services with a view to reducing the risk of disruption at the level of the Contracting Authority or ensuring its resolution and effective restructuring; ii) which allows the Contracting Authority to migrate to any other service provider of its choice or to use in-house solutions.

And more generally, the Holder must specify in his contract with his subcontractors:

- the monitoring and reporting obligations incumbent on these subcontractors with regard to it and, if so agreed between the Holder and the Contracting Authority, with regard to the latter;
- the requirements for emergency plans referred to in Article 30(3)(c) of Regulation (EU) 2022/2554 and specify the service levels that ICT subcontractors shall achieve with regard to those plans;
- ICT security standards and any additional security requirements referred to in Article 30(3)(c) of Regulation (EU) 2022/2554;
- the subcontractor shall grant the Contracting Authority, competent authorities and relevant resolution authorities the same access, inspection and audit rights as those referred to in point (e) of Article 30(3) of Regulation (EU) 2022/2554;]

The Contractor is required to monitor all ICT services that support critical or important functions or significant parts thereof and that have been subcontracted, in order to ensure continuous compliance with its contractual obligations towards the Contracting Authority. The Holder must, throughout the subcontracting chain, ensure the continuity of ICT services that support critical or important functions, particularly in case of non-compliance by a ICT subcontractor with its contractual obligations.]

The Contractor shall notify the Contracting Authority of any significant changes to subcontracting arrangements and whether such significant changes are likely to compromise the Contractor's ability to meet its contractual obligations to the Contracting Authority. The Contractor shall implement significant changes to its subcontracting agreements only after the Contracting Authority has approved such changes or if it has not objected to them before the end of the notice period. If the Contracting Authority considers that the significant changes referred to in paragraph 1 exceed its risk tolerance level, it must, before the end of the notice period:

- inform the Holder;
- oppose the changes and request their modification before they are implemented.

However, in accordance with the provisions of Article L.2193-3 of the Public Procurement Code, the Contracting Authority requires that certain essential tasks of the Contract be carried out directly by the Holder.

The tasks concerned are as follows:

Management of the service

2.6Amendment of the contract - Review clause

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

In accordance with the provisions of Article R.2194-1 of the Public Order Code, during the term of the Contract, at the initiative of the Holder or the buyer, changes may be made to respond to a regulatory or normative change, technical or technological nature or to take into account the evolution of the conditions for performing services.

These modifications and/or additions may not have the effect of changing the overall nature of the Contract and must be directly related to the subject matter of the Contract.

The Contracting Authority and the Contractor may plan to negotiate an amendment to the contract relating to the conditions for performing services.

- In the event of a significant increase or decrease in the forecast volume of services covered by the contract;
- Or/and in the event of circumstances that the Contracting Authority could not foresee in their nature or scope and significantly modifying the conditions for executing the Contract.

If the parties agree to modify the contract, it is necessary to formalize the change with an amendment.

The Holder justifies by any means the equivalence of the economic conditions between the modified/added service and the similar service to the Contract, notably by communicating its margin rate. However, the increase in the maximum commitment amount may not exceed 30% of the initial maximum amount.

In the event that the Contracting Authority and the Contractor do not agree on the modification of the contract, the Contracting Authority reserves the right to terminate the Contract without compensation from the Contractor.

2.7Similar benefits

Services similar to those under this Contract may be awarded to the same Holder by a contract entered into

without prior advertising or competition under the conditions set out in Article R. 2122-7 of the Public Procurement Code.

3. Constituent parts of the contract

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

- This Contract and any annexes thereto;
- The specific technical specifications book (C.C.T.P) and any annexes, of which the original copy kept in the buyer's archives is the sole proof;
- The general administrative clauses book for public procurement of current and service supplies (CCAG TIC) approved by the Order of 30 March 2021 (published in JORF No. 0078 of 1 April 2021);
- The Holder's offer;
- The special acts of subcontracting and their possible amending acts, subsequent to the notification of the Contract.

4. Conditions for the performance of services

The services must comply with the provisions of the Contract.

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

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

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

4.1 CSR technical specifications and contract execution

4.1.1 Environmental specification and contract execution

Requirement for the reduction of carbon emissions and energy consumption and for the calculation of market carbon emissions

As part of the execution of this contract, the holder is required to implement one or more actions to reduce carbon emissions and reduce energy consumption applicable to the subject of the contract. He must be able to calculate the carbon emissions of the purchase or be able to provide one or more indicators relating to the energy consumption of the purchase. The methodology for calculating carbon emissions should be described.

The holder describes in the technical brief, as indicated in the consultation regulations, how they implement these requirements under the contract: actions implemented and action tracking indicator(s). The holder shall provide any documentation that helps to justify what he is implementing.
(1/2 to 1 page maximum)

At the request of the Contracting Authority, at the end of each calendar year and at the end of the contract, the Holder shall communicate the result of the action(s) implemented, including where applicable the

carbon emissions of the purchase and/or other energy consumption indicators. The holder shall provide any supporting documents.

4.1.2 Social consideration

Requirement for quality of life at work (QWL)

The incumbent has an approach in favor of Quality of Life at Work, aimed at establishing and maintaining good working conditions, applicable to purchasing.

The incumbent's QWL approach may cover the following themes:
• Working conditions: health and safety (occupational health and safety approach, management of working hours, actions for quality of life at work, work-life balance and parenthood, prevention of psychosocial risks (PSR), etc.
• Social dialogue: mechanisms for social dialogue, staff representation, complaints handling mechanism, various initiatives to improve workplace relations (social barometer, management/employee exchange spaces, etc.);

In the event of an AFD request, the holder must be able to demonstrate compliance with the laws and regulations as well as the sectoral social agreements in force in the country or countries concerned by the purchase. The approach will aim as much as possible to go beyond the law.

The holder shall describe in their technical brief the significant actions in favor of Quality of Life at Work (QWL) applicable to this purchase, as well as, if applicable, the indicator(s) associated with the approach and/or each action.

If requested by the AFD, the holder prepares a report on the actions actually implemented for the QVT and applicable to the purchase, as well as the corresponding indicator(s), if applicable. These actions and indicators must correspond to those described in the technical brief.

This information will be communicated to the AFD for each calendar year covered by the contract and at the end of it, upon request from the AFD.

Requirement for the promotion of staff diversity and gender equality at work

The incumbent will implement one or more actions to promote gender equality and staff diversity, which are applicable to procurement.

These actions (in whole or in part) may target specific audiences such as women, people with disabilities, young people, and in particular those who are dropping out of school or without a professional qualification, people aged 50 and over, people away from the job, etc.

The incumbent shall describe in his technical brief the actions promoting gender equality and/or diversity within his staff applicable to procurement, as well as the associated indicator(s).
(1/2 to 1 page maximum)

If requested by the AFD, the holder prepares a report on the actions actually implemented, as well as the corresponding indicator(s) where applicable. These actions and indicators must correspond to those

described in the technical brief.
This information will be communicated to the AFD for each calendar year covered by the contract and at the end of it, upon request from the AFD.

5. Duration of the Contract – Lead times - Renewal

5.1 Duration of the framework agreement

The initial duration of the framework agreement is set at 2 year(s) from the date set by the start-up OS/ notification date.

5.2 Extension

The contract may be renewed twice.
The durations per renewal periods are as follows:

Period n	Duration
Renewal Period #1	1 year(s)
Renewal Period #2	1 year(s)

Renewal is tacit.
If the Contracting Authority does not wish to renew the contract, it will take an express decision of non-renewal which will be notified to the Holder at the latest within 30 calendar days before the date of expiry of the contract.
The Holder does not have the right to refuse the renewal of the contract.

6. Prices and price changes

The maximum amount of the master agreement by value is:

Amount excluding tax: €520,000

Amount including tax: €624,000

VAT amount at the rate of 20.00%

The maximum amount is not the representative amount of the estimated total cost of the financial annex (EQG)

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

In the event of a group, the detailed breakdown of the services to be provided by each of the members of the group and the amount of the Contract due to each are broken down in the attached annex.

6.1 Contract Pricing Method

The price of this Agreement is deemed to be established on the basis of the economic conditions defined in

article *Price Variation* below.

6.2Content of prices

In accordance with Article 10.1.3 of the CCAG TIC, the prices of the framework agreement are deemed to include all tax or other charges necessarily levied on the benefits, the costs related to the application of Article 18.2 of the CCAG TIC, as well as all other expenses necessary for the performance of services, risk margins and profit margins.
The services will be paid according to the quantities and prices indicated in the purchase order.

For Contracts involving maintenance, the Holder's remuneration for maintenance shall cover in particular the value of the necessary parts or elements, tools or ingredients, as well as the costs of the labour assigned to them, including travel allowances and expenses required by the amendments mentioned in Article 32.1 of the CCAG TIC.

6.3Price change

- The prices of the framework agreement, the Services on BPU, excluding licenses, can be revised annually from the 3rd year of the contract according to the following formula:

$$Pt=Pt\text{-}1 * [0.15+0.85*(Sp/Sp\text{-}1)]$$

In which:
- Pt = price after revision;
- Pt-1 = initial price of the framework agreement at month MB;
- Sp-1= SYNTEC Base Index at month MB;
- Sp = last SYNTEC index published at the revision date.

The SYNTEC index is available based on: https://www.syntec.fr/

The base indices (each a "Base Index") used for cost review are the indices at month MB (month of final bid submission date).

The revision of prices is effective on the anniversary date (notification date), and applies at the initiative of the Holder. He will send the Contracting Authority his proposal with the details of the calculation of the revision, the value and the date of the contractually discounted indices, two months before the anniversary date of the Contract. This must be validated by the Contracting Authority within one month. If the Holder does not send a request for revision, he will lose the benefit of the price revision for the current year.

For Services for which a turnaround time is set in the agreement, the final value of the index must be assessed no later than the contractual date of completion of the Services or the date of their completion, whichever comes first.

Revision coefficients are rounded to the nearest thousandth.

Where a revision has been provisionally carried out using an index prior to the one which is to be applied, no

revision shall be made before the final revision, which shall apply to the first instalment following the publication of the corresponding index.

In the event of the execution of an amending act, the above revision clause applies with a month MB corresponding to the month of signature of the amending act by the Holder of the framework agreement, unless otherwise provided for by the amending act itself.

In any case, each revision may not exceed two percent (4%) of the price before revision.

7. Advance

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

8. Retention money

No security will be withheld.

9. Delivery terms

9.1 Share of services in the framework agreement

The Service Provider shall provide, within the framework of the execution of the Contract, all its know-how and skills for the performance of the Service. He will bring all the logistics and equipment necessary for the proper execution of the Service.
The Service Provider must perform the Service in a professional manner and in accordance with good practice.

The Service Provider shall assign the appropriate staff to carry out the various tasks necessary for the proper performance of the Service.
The Staff will intervene under the supervision, legal, hierarchical and disciplinary responsibility of the Service Provider. The Service Provider therefore undertakes to carry out all applicable formalities in accordance with the regulations in force, which shall be borne by the employer, particularly as regards employment law, social security coverage and tax obligations. Staff shall in all circumstances be subject to the sole authority of the Service Provider and shall be liable for its activity exclusively and directly to the latter.

9.2 Delivery terms

The supply must be delivered and installed within the timeframe provided in the CCTP.

Delivery is carried out in accordance with the provisions defined by the CCTP as well as in compliance with the provisions of Article 21 of the CCAG TIC.

9.3 Specific terms and conditions for a purchase order framework agreement

Orders are placed according to the establishment of purchase orders.
The Holder has a period of fifteen days from the date of receipt of the purchase order to make his observations. After this period, the purchase order is deemed to have been accepted.
In the event that the execution period of the purchase order is less than fifteen days, the buyer will indicate

in the purchase order itself the period during which the Holder could express its reservations, by way of derogation from Article 3.7 of the CCAG TIC .

10. Settlement of accounts to the Holder

10.1 Terms of payment of the price

10.1.1 Price settlement

Access to the tool is paid annually, term to expire.

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

10.1.2 Payment requests

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

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

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

10.1.3 Transmission of payment requests

The filing, transmission and receipt of electronic invoices are carried out exclusively on the Chorus Pro billing portal. When an invoice is transmitted outside this portal, the Contracting Authority may reject it after reminding the issuer of this obligation and inviting it to comply with it. To do this, your electronic invoices addressed to the Contracting Authority must necessarily include the following information:

Establishment:	ESTABLISHMENT OF THE FRENCH DEVELOPMENT AGENCY

SIRET:	77566559900129
CHORUS Service Code:	To be fulfilled according to the original department PAR-ISR-002
Contract Number:	ECO-2026-0143

10.2 Regulations in the case of joint and several contractors

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

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

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

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

10.3 Payment deadlines

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

10.4 VAT

This Contract is subject to Value Added Tax (VAT) at the rate in force on the day of the event. Each payment term will be subject to VAT.

The Holder of this Contract undertakes to indicate on his invoices whether he is authorized by the tax authorities to pay VAT according to the debits. The Holder is solely responsible for compliance with current tax legislation.

10.5 Default interest

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

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

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

11. Contract execution modality

The service must be carried out within the deadlines provided for in article *Duration of the framework agreement and/or execution deadlines*.

The services will be carried out under the conditions defined by the CCTP.

12. Penalties

12.1 Procedures for applying penalties

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

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

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

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

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

12.2 Late penalties

Provision and access to the tool:

The Contracting Authority reserves the right to apply penalties in case of (i) delay and in case of (ii) poor quality of the delivered Services, in accordance with the requirements specified in the CCTP.

Any delay in making the tool available will result in a penalty of 500 euros excluding tax per business day late starting from 02/02/2027 (date of making the tool available).

In accordance with Article 14.1.2 of the CCAG TIC, the total amount of late payment penalties may not exceed 10% of the total amount excluding tax under the Contract.

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

Correction of anomalies in the maintenance of the tool:

In case of anomalies in the maintenance of the tool, the holder must resolve the anomaly(s) within 24 hours.

Any delay in correcting anomalies implies a penalty of 250 euros/ day of delay

12.3 Other penalties

12.3.1 Penalties for breach of security or confidentiality obligations

Confidentiality is an essential obligation of this Agreement.

Violating the security measures or the confidentiality obligation set forth in Article 5 of the CCAG TIC is likely to result in the termination of this Agreement for serious misconduct under the terms of Article 39 of the CCAG TIC and exposes the Holder to the following penalties:

- In case of non-compliance with security and protection rules for Confidential Information not involving Personal Data: application of a flat penalty between 0.5% and 1% of the executed amount of the Contract at the date of establishment of the event;
- In case of non-compliance with security and protection rules for confidential information involving Personal Data: application of a flat penalty between 1% and 2% of the executed amount of the Contract on the date of establishment of the event.

12.3.2 Penalties for enforcement at the expense and risk

The Awarding Authority may have a third party perform all or part of the services provided for in the Contract, at the expense and risk of the Holder under the conditions of Article 44 of the CCAG TIC.

13. Suspension of benefits in the event of unforeseeable circumstances

Where the continued execution of the framework agreement is rendered temporarily impossible as a result of a circumstance that the diligent parties could not foresee in its nature or scope, or as a result of the enactment by a public authority of measures intended to restrict, prohibit, or significantly modify the exercise of certain activities due to such a circumstance, a suspension of all or part of the services will be ordered by the buyer. When the suspension is requested by the Holder, the buyer will decide on the merits of this request as soon as possible.

The provisions of Article 26 of the CCAG TIC will apply.

14. Admission – Completion of the mission

The delivery of each order is subject to separate checks and decisions.

14.1 Verification operations and decisions

By way of derogation from Articles 27, 28 and 29 of the CCAG TIC, verification operations will take place as follows:

The Contracting Authority shall carry out the verification of the quantities and functionality of the software licenses delivered within a period of **30 days** from their availability.

This audit includes:

- compliance of licenses with the stipulations of the Contract (type, volume, duration, scope of use);
- the effective possibility of activating and using licenses;
- the provision of associated elements (activation keys, access, documentation).

In case of non-compliance, the Contracting Authority shall notify the Holder of the anomalies found. The Holder is required to remedy it within **5 days** from this notification.

The reception is pronounced:

- either without reservation, when the licenses comply with Article 30 of the CCAG TIC;
- either with reservations, when minor anomalies remain as a result, the service will be postponed under the conditions of Article 30 of the CCAG TIC;
- is refused in case of substantial non-compliance preventing the use of licenses in accordance with Article 30 of the CCAG TIC.

In the absence of notification of a decision within the above-mentioned period, the approval shall be deemed to have been granted without reservation.

The admission of benefits results in the transfer of ownership.

15. Insurance – Liability

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

Furthermore, according to the form of any grouping:

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

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

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

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

16. Intellectual property – Use of results

16.1 Prior Knowledge Regime and Standard Prior Knowledge

The provisions of Articles 44 and 45 of the CCAG TIC shall apply to the framework agreement.

16.2 Results regime

By way of derogation from Article 46 of the CCAG TIC:
The Buyer provides the following conditions for the use of results:

16.2.1 Transfer of rights of use

The Holder grants to the Contracting Authority a **non-exclusive, non-assignable and non-transferable** right of use of the software licenses subject to this Agreement.
This right is granted for the duration of the subscribed licenses, as provided for in the Contract, and within the limit:

- the number of licences acquired;
- the scope of use defined by the publisher (users, positions, sites or authorized entities);
- terms of use and restrictions set by the publisher.

The Contracting Authority is authorised to use the software for its own needs, excluding any making it available to third parties, unless otherwise expressly stipulated.

Unless otherwise provided, the Contracting Authority shall not:

- reproduce, adapt, modify or translate all or part of the software;
- to carry out any decompilation, disassembly or reverse engineering operation, except in cases authorized by the applicable regulations;
- to assign, rent, sub-license or make available the licenses to third parties.

The rights granted do not entail any transfer of intellectual property to the benefit of the Contracting Authority, software remaining the exclusive property of the publisher or its successors.

16.2.2 Transfer Guarantees

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

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

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

16.2.3 Remuneration of the Transfer

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

17. Guarantees

17.1 Repair or replacement guarantee

The repair or replacement guarantee provided for in Article 36.1 of the CCAG-TIC applies to all Deliverables, Solutions, and Services from the date of the admission decision.

The guarantee runs from the date of notification of signature of receipt of the Deliverable or Services concerned.

In addition to Article 36.2 of the CCAG-TIC, if the defect is attributable to the Contracting Authority, the Holder may invoice this restoration on the basis of a Purchase Order.

The period available to the Holder to carry out a clarification or repair requested of him shall be specified by the Contracting Authority.

17.2 Compliance guarantee for standard software

The Holder guarantees the conformity of the Services, Deliverables and the Solution to the needs of the Contracting Authority and the Beneficiaries and acknowledges that such compliance is strategic for the Contracting Authority and that the non-conformityCompliance by the Holder with this compliance would result in serious harm to the Contracting Authority and each Beneficiary. It undertakes to correct any non-compliance, at no additional cost.

The Contractor guarantees throughout the Project the proper execution of its obligations and guarantees that it will respect the needs expressed by the Contracting Authority in the Contract, particularly in terms of strict adherence to schedules and deadlines, quality, scalability, performance and availability of the Solution and non-degradation of performance over time.

The Holder also guarantees that the Services, the Deliverables and the Solution comply with the Contract and are adapted to the Project, in particular for all business aspects, and that they are compatible with the Technical Architecture and the configuration of the Environments of the Contracting Authority and the Beneficiaries, thus allowing in particular a very good use and exploitation of the Solution.

More specifically, the Holder guarantees that the Software will function, throughout the Project and the Contract, in accordance with the Documentation and the Specifications, including for future versions of said Software.

As such, during the warranty period and throughout the duration of the Contract, the Holder shall correct any Discrepancy occurring due to its interventions or due to the Software, free of charge.

When the Discrepancy is found on a standard software of which the Holder is not the publisher, the Holder shall implement the warranty clauses provided by the publisher of the standard software concerned which are previously brought to the attention of the Contracting Authority. The correction is made free of charge.

The Holder shall draw up a written report of these Anomalies, providing all the necessary information to their publisher, the Holder. Anomalies must be brought to the attention of the Holder as soon as the Anomaly is noted by the Contracting Authority.

Requests for correction under this guarantee may be made by the Contracting Authority or by the Holder on behalf of the Contracting Authority.

17.3 Performance guarantee

The Holder guarantees that the Solution will enable the AFD to achieve its objectives, particularly in terms of expected performance, as described in the CCTP, throughout the duration of the framework agreement.

The Holder is responsible in particular for the quality of the Services, the Deliverables and notably the Adaptations, and their integration for the perfect functioning of the Solution according to the Specifications and the specific needs of the Contracting Authority and the Beneficiaries.

Under this guarantee, the Holder guarantees the Contracting Authority in particular the following points:

- the quality of the Services and the Solution, compliance with the Service Levels set in the Contract and notably the respect and maintenance of the performance of the Solution over time, including in terms of version upgrades.
- That it makes every effort to comply with the Service Levels provided for in Annex 12 of the CCTP – "Service Agreement" and within the framework of the relevant Purchase Order;
- the performance and qualities of the Solution will not deteriorate over time or as a result;
- he provides the Contracting Authority, at least on a monthly or quarterly basis according to what will be agreed in the PAQ without additional cost, with regular measurement and monitoring instruments (in particular, reports, dashboards, statistical information on Services, intervention lead times, etc.) enabling it to control and monitor the quality of Services, and in particular the deadlines and quality of the correction of Anomalies;
- In the event of non-compliance with the Service Levels, it shall take all necessary measures, whatever they may be, to ensure the planned Service Levels, at its own expense, as soon as possible.

In order to ensure continuous monitoring of the Holder's performance under the framework agreement, the Holder acknowledges to the Contracting Authority

i) the unlimited rights of access, inspection and audit by the Contracting Authority or a designated third party, and by the competent authority, and the right to take copies of relevant documents on site if they are essential for the Holder's activities whose effective exercise is not hindered or limited by other contractual agreements or enforcement policies;
ii) the right to agree on other levels of insurance if the rights of other customers are affected;
iii) the obligation for the Holder to fully cooperate during on-site inspections and audits carried out by the competent authorities, the Lead Supervisor, the Contracting Authority or a designated third party; and
iv) the obligation to provide details on the scope, procedures and frequency of such inspections and audits.

17.4 Security guarantee

The Holder guarantees to set up and maintain all appropriate technical and organizational measures to ensure a sufficient level of security taking into account the risks inherent in the use of the Solution in accordance with all current rules of the art, and as provided in **the "Safety" Annex** of the Contract.

Furthermore, the Holder:

- assures that he has taken into account the security needs of the AFD and the Beneficiaries, and in particular the security requirements defined by the Contracting Authority under the Contract, and that he will take into account the details which will be provided during the execution of any Subsequent Contract or any Contract Voucher Order. The Holder is required to inform the Contracting Authority and to justify any deviation from the safety requirements observed.
- ensures that any data to be processed under this Framework Agreement, including personal data, shall be processed and stored in accordance with the country identified in the technical response. The Holder may not modify the country of processing and storage identified above without the prior written consent of the Contracting Authority.;
- take the necessary measures to ensure that the Solution guarantees the integrity, preservation, backup and security of the Data it collects, processes, stores and saves in accordance with the

expectations expressed by the Contracting Authority and without producing any regression at the level of the Solution.

- with regard to the data processed or stored by the Holder, including personal data, and without prejudice to the other provisions of the framework agreement relating to confidentiality, security, and the protection of personal data, undertakes
    - (i) to ensure that they are fully available to the Awarding Authority or any third party it may designate, at any time,
    - (ii) to ensure the integrity and authenticity of the framework agreement at all times during its term, and
    - (iii) to ensure confidentiality at all times throughout the term of the Framework Agreement and beyond, under the conditions of confidentiality provided for in this Framework Agreement;
- undertakes to implement all necessary provisions guaranteeing access, retrieval and restitution, in a format, of said data, including those of a personal nature, processed by the Holder in compliance with the DORA Regulations in particular, including in the event of the Holder's insolvency, the termination of the Holder's activities;
- participates in ICT security awareness programs and training on digital operational resilience developed by the Contracting Authority;
- take the necessary measures to ensure that the Solution guarantees the integrity, preservation, backup and security of the Data it collects, processes, stores and saves in accordance with the expectations expressed by the Contracting Authority and without producing any regression at the level of the Solution.
- Will take care of any difficulties, including any third-party claims related to security, whether it is a matter of data protection or data privacy. In the event that particularly sensitive Data, within the meaning of the law, should be manipulated, the Contracting Authority will inform the Holder so that he can adapt his security measures adequately.

17.5 Anti-virus warranty

The Holder undertakes to provide a Solution free of any viruses or other harmful devices. In this context, the Holder undertakes to carry out all the checks in force in accordance with the strictest professional standards.

In particular, the Holder undertakes to use well-known and up-to-date anti-virus software before delivering the result of its Services and undertakes, throughout the Project to proceed with the recovery of damaged Data and programs at its expense in the event that a virus is present in the Solution or in any tool or method provided by the Holder, regardless of the medium used. He also guarantees that he will deliver the Software free of any viruses or other harmful devices.

17.6 Compatibility – interoperability

The Holder guarantees the compatibility and interoperability between the various elements making up the Solution, in particular the Software and its subsequent versions, the Specific Developments, all integrated with the Environment of the Contracting Authority and the Beneficiaries, as well as with Technical Architecture.

The Holder also guarantees the compatibility and interoperability of the Software and all the elements composing the Solution with the Environment of the Contracting Authority and the Beneficiaries, thus allowing the perfect operation and exploitation of the Solution.

17.7 Guarantee of compliance with standards / regulations

The Holder guarantees:

- compliance of the Solution and the Services with current and applicable regulations, whether legal, regulatory or conventional, in particular the Holder guarantees that he will not degrade the capabilities or functionalities of the Software or the Solution;
- compliance with the standards and ensures that you have been informed of all these standards and norms applicable to the Software(s) and, in fact, to the Solution. As such, the Holder undertakes to comply with the standards of development of the Software in order to ensure the optimization of the Software(s) and therefore the optimization and durability of the Solution;
- Compliance with the standards applicable to obligations arising from the use of the Solution;
- that the Software allows the Contracting Authority to meet its obligations vis-à-vis the tax administration in terms of computerized accounting control.

The Holder guarantees that he will bear all the costs in case of damage caused to the Contracting Authority or to one or more of the Beneficiaries as a result of an action, any claim or adjustment from any social or tax body or any competent authority in any capacity whatsoever regarding the implementation or use of the Solution or Services. In these cases, the Holder shall reimburse all sums paid in respect of such actions, claims and/or adjustments, regardless of their amount and legal classification, including "penalties" or "fines".

18. Supplementary clauses

18.1 Receivership or judicial liquidation

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

The judgment instituting reorganisation or judicial liquidation shall be notified immediately to the Contracting Authority by the Contract Holder. The same applies to any judgment or decision that may have an effect on the execution of the Contract.

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

In the event of a negative response or failure to respond within one month from the sending of the formal notice, the termination of the Contract is pronounced. This period of one month may be extended or shortened if, before the expiration of the said period, the judge has granted to the administrator or liquidator

an extension, or has given him a shorter period.

The termination shall take effect on the date of the administrator's, liquidator's or Holder's decision to waive further performance of the Agreement, or at the expiration of the above one-month period. It does not entitle the Holder to any compensation.

18.2 Declaration and obligations of the Holder

18.2.1 Declaration by the Holder

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

- that it has obtained from the competent authorities all the necessary authorizations to carry on its activity.
- that it has all the necessary authorizations for the validity of the Contract and the performance of the obligations arising therefrom;
- that the Personnel is employed by him in accordance with the labor regulations applicable to him.

In accordance with Articles L 8222-1 and D 8222-5 of the Labor Code, the Service Provider must provide the following documents upon signing the Contract, then regularly depending on the validity period of each document:

- The valid document certifying the actual registration of the structure (K-bis extract or equivalent)
- A tax certificate issued by the competent authorities certifying that the Holder is up to date with their tax obligations;
- A certificate issued by the competent authorities certifying that the Holder is up to date with their social obligations;
- A valid certificate of civil and/ or professional liability insurance.
- The list of names of foreign workers outside the EC or posted, jobs through the structure or, failing that, a sworn statement of non-employment of foreign workers outside the EC.

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

18.2.2 Obligation of confidentiality

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

- are protected and kept strictly confidential, and are treated with the same degree of care and protection as it accords to its own confidential information of equal importance;
- are transmitted internally only to the Staff;
- are not used for any purpose other than that defined by the Contract;
- are not subject, in whole or in part, to copies, reproductions, duplications, backups, modifications, downloads or any other exploitation, beyond what is strictly necessary for the Holder and its Staff to perform their duties under this Agreement.

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

The Holder and his staff therefore undertake:

- not to disclose, directly or indirectly, in part or in full, the Confidential Information without the express prior written consent of AFD,
- to keep confidential any information or documents obtained under the Contract, not to communicate to third parties about the tasks entrusted to it without prior, express and written authorization from the AFD,
- to immediately report any risk of conflict of interest to the AFD, and to cease without delay the activities concerned by the potential conflict of interest, until a decision is made by the Contracting Authority
- to inform the Contracting Authority without delay of any breach of the above confidentiality obligations, as well as any loss or security breach that may affect Confidential Information. The Holder will, in this case, take the necessary measures to remedy it and provide any reasonable and technically possible assistance, useful to the Contracting Authority in order to minimize the effects of such a breach of the confidentiality or security of the Confidential Information

At the end of the contract, the Holder undertakes to:

- to return in full the documents provided or to destroy them (when this is requested by the Contracting Authority or when the return does not guarantee the absence of any copy); and
- to destroy or erase in full (to the extent technically possible) all copies of the Confidential Information it holds.

18.2.3 Powers of the Holder

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

18.2.4 Integrity clause

The Holder declares and undertakes to:

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

18.2.5 Personal data

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

Also, if applicable, the Holder undertakes to:

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

Subcontracting

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

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

Security, privacy and auditing

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

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

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

In accordance with the provisions of Article 28 of the GDPR, the Contracting Authority must ensure compliance with the security and confidentiality measures implemented by the Data Controller. The

contracting authority is therefore authorized, directly or through any person it has appointed for this purpose, to:

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

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

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

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

Notification of Data Breaches by the Holder

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

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

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

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

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

Power of instruction of the Contracting Authority

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

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

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

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

Rights of data subjects

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

Formalities

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

Proof of treatment compliance

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

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

Contracting Authority at the end of the Contract.

Management of the contracting authority's suppliers

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

18.3 Obligations of the contracting authority

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

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

18.4 Miscellaneous

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

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

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

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

19. Audit

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

- Aim to verify compliance by them with their contractual obligations, the conditions for performance of services and/or the Account Holder's performance, as well as the applicable regulatory requirements;
- Relate to personal data whose terms are specified in the Personal Data article of this Agreement;
- Allow the exercise of ACPR's supervisory and resolution powers, as provided for in Article 63(1)(a) of

Directive 2014/59/EU and Article 65(3) of Directive 2013/36/EU.

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

Also, the Contracting Authority reserves the right to carry out so-called individual audits and penetration tests at the service provider in order to assess the effectiveness of the measures and processes implemented regarding cybersecurity and internal ICT security.

In case of subcontracting, duly authorized by the Contracting Authority, the provider shall ensure that the subcontractor grants to the Contracting Authority and the ACPR the same contractual rights of access and audit as those granted by the provider.

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

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

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

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

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

These archives include in particular (list not exhaustive):

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

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

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

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

20. Contract Termination

It will be done, application of articles L 2195-1 and following of the code of public order as well as articles 47 to 54 of the CCAG-TIC with the following clarifications:

The Holder remains responsible for the contractual and operational commitments of the Contract.

Without prejudice to any other provision of the framework agreement, the Contracting Authority shall also have the right to terminate the framework agreement at any time in the following cases and under the conditions laid down in the framework agreement:

- in the event of a breach by the service provider and/or its subcontractors of the provisions of the framework agreement, of the applicable legislative or regulatory provisions;
- when the monitoring of the risks related to the services provided by the Service Provider and/or its subcontractors has revealed the existence of circumstances likely to alter the performance of the functions provided for in this agreement-framework, including significant changes that affect the agreement or the situation of the provider and/or its subcontractors;
- if the provider and/or its subcontractors have proven weaknesses in the overall management of service risk, in particular in the way they ensure the availability, authenticity, integrity and confidentiality of data, whether the data is personal or otherwise sensitive, or non-personal data;
- if the competent authority can no longer effectively supervise the Contracting Authority due to the conditions of the framework agreement or the circumstances connected thereto.

The Contracting Authority may, after formal notice has remained unsuccessful within 10 days, terminate the framework agreement to the detriment of the service provider. The service provider undertakes to implement all necessary provisions guaranteeing access, retrieval and return, in the format provided for in the contract, of said data, including those of a personal nature, processed by the service provider in compliance with the DORA Regulations.

20.1 Termination for reasons of general interest

In the event of termination under Articles 38 to 45 of the CCAG-TIC, at the request of the ACPR, and without prejudice to the application of the provisions of paragraphs 2 and 3 of Article 42 of the CCAG-TIC, the termination indemnity is fixed at 5% of the initial amount excl. tax from the agreement-framework reduced by the unrevised amount excluding tax of benefits received.

20.2 Termination for fault

The Contracting Authority may, after formal notice has remained unsuccessful within the allotted period, and subject to a notice period of not less than fifteen (15) days, terminate the framework agreement at the expense of the Holder under the conditions set out in Article 41 of the CCAG-TIC.

More particularly, and not exhaustively, the Contracting Authority reserves the right to terminate the framework agreement in case of:

- repeated non-performance or poor-quality performance of the expected and operational requirements;
- repeated application of the penalties provided for in Article 12 of this Contract, without any significant improvement;
- Repeated reports of refusals or postponements of benefits, in accordance with the provisions for verification and validation of benefits set out in Article 13 of this Contract;
- non-compliance with the provisions of Annex 1 to this "Safety" Contract.

Breaches, if any, must be previously noted by the parties in the Steering Committee.

Without prejudice to any other provision of the framework agreement, the Contracting Authority shall also have the right to terminate the framework agreement at any time in the following cases and under the conditions laid down in the framework agreement:

- The Holder no longer has the certifications and activities required for the registration of the Service;
- the handling, management or security of confidential information and personal or sensitive data presents weaknesses such as the integrity, security, confidentiality or fair handling of this information and data appears compromised.
- in the event of a breach by the Holder of the provisions of the framework agreement, the applicable legislative or regulatory provisions;
- when the monitoring of the risks related to the services provided by the Holder has revealed the existence of circumstances likely to alter the performance of the functions provided for in this framework agreement, including significant changes that affect the agreement or the situation of the Holder;
- if the Holder has proven weaknesses related to its overall management of risk related to benefits, in particular in the way it ensures the availability, authenticity, integrity and confidentiality of data, whether the data is personal or otherwise sensitive, or non-personal data;
- if the ACPR can no longer effectively supervise the Contracting Authority due to the terms of the framework agreement or the circumstances connected with it.

The Contracting Authority may, after formal notice has remained unsuccessful within a period defined in the letter of formal notice, of at least 15 days, terminate the framework agreement to the fault of the Holder. The Holder undertakes to implement all necessary provisions guaranteeing access, retrieval and restitution, in a format, of said data, including those of a personal nature, processed by the Holder in compliance with the DORA Regulation.

The Contracting Authority may also terminate the framework agreement in the following cases:

- the Holder
    - implemented significant changes to ICT service outsourcing agreements that support critical or important functions or significant parts thereof before the end of the notice period without approval from the Contracting Authority;
    - made significant changes to its subcontracting agreements even though the Awarding Authority opposed these changes;
    - has subcontracted an ICT service that supports critical or important functions or significant parts thereof whose subcontracting is not explicitly permitted by the Contract.

In case of termination for fault:

- Articles 54 and 50 of the CCAG-TIC are applied with the following clarification: the Contracting Authority may have a third party perform the services provided for in the framework agreement at the expense and risk of the Holder under the conditions defined in Article 54 of the CCAG-TIC. The termination decision shall expressly mention this.
- The Holder will then have the possibility to follow, in their entirety, the operations carried out by the third party thus designated.
- The Holder is not entitled to any compensation.
- By way of derogation and in addition to Articles 50 and 52.3 of the CCAG-TIC, the portion of the Benefits already accepted by the Holder is remunerated with a 10% reduction.
- The Contractor shall compensate the Contracting Authority for any costs and/or damages incurred and suffered by the Contracting Authority as a result of the termination of the Contract directly or indirectly, and in particular if applicable, the costs incurred by the Contracting Authority as a result of the replacement of the Holder by a new service provider, up to a maximum of two hundred percent (200%) of the total amount inclusive of all taxes under the Contract.

In addition to Article 50 of the CCAG-TIC, in case of non-production within eight (8) days from the acceptance of a second or higher subcontract submitted by the sub-contractordealing with tier 1 and above the personal and joint and several guarantee guaranteeing the payment of all amounts owed by them to the second-tier subcontractor and above, and after formal notice from the first-tier subcontractor and above and the Holder of the agreement -framework, remained without effect within a period of 8 days, the framework agreement will be terminated at the Holder's fault without him being able to claim compensation and, if necessary, with execution of the Services at his own expense and risk.

21. Disputes

In the event of disputes between the parties, Article 55 of the CCAG TIC shall apply.

Only French law is applicable.

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

22. Provisions applicable in the case of a foreign Holder

French law alone shall apply to this Agreement.

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

23. Derogations from general documents

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

24. Signature of the candidate

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

The supplier adheres to the Supplier Relations Charter presented *here* and undertakes to comply with the principles and commitments set out above, throughout the entire duration of the purchasing process and the contractual relationship with the AFD group.

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

Made in one original

A:

The

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

25. Acceptance of the offer by the contracting authority

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

This offer is accepted as a deed of engagement.

A

The

The Contracting Authority

26. Annex: Subcontracting declaration

Contracting authority: Agence Française de Développement

- Buyer Designation:

.....
.....

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

.....
.....

Purpose of the framework agreement

Provision of access to an interface of macroeconomic and financial databases covering all countries and geographical areas of the world

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

☐ A document attached to the tenderer's tender.

☐ A special act accepting the subcontractor and approving its payment terms *(subcontractor presented after award of the master agreement)*

☐ A special amending act: it cancels and replaces the subcontracting declaration of .....

Identification of the bidder or holder

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

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

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

.....

.....
.....

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

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

Identification of the subcontractor

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

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

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

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

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

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

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

☐ YES NO☐

Nature of subcontracted benefits

Nature of subcontracted benefits: .....
.....

Subcontracting of personal data processing:

(To be completed where appropriate)

.....

.....

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

The duration of treatment is: .....

The nature of the operations performed on the data is: …….

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

The personal data processed are: ……

The categories of persons concerned are: …….

The Bidder/Holder states that:

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

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

Price of subcontracted services

Amount of subcontracted benefits:

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

a) Amount of the subcontract in the case of services not falling under b) below:

- VAT rate: ……..
- Amount excluding tax (€): ……..
- Amount incl. tax (€): ……

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

- VAT rate: self-assessment (VAT is due by the Holder)
- Amount excluding VAT (€): ……..

Price change terms: .....
.....

The Holder declares that its subcontractor meets the conditions for being **entitled to direct payment:**
(Art R. 2193-10 or Art R. 2393-33 of the Public Procurement Code)

☐ YES NO☐

Payment condition

Bank references:
(Attach an IBAN)

IBAN: .....
BIC: .....

The subcontractor requests an advance:

☐ YES NO☐

Capacities of the subcontractor

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

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

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

- Internet address: .....
.....

- Information required to access it: .....
.....

Sworn statements by the subcontractor regarding exclusions from the procedure

The subcontractor declares on their honor (*) not to fall into any of the exclusions provided for in Articles L.

2141-1 to L. 2141-5 or Articles L. 2141-7 to L. 2141-10 of the Public Procurement Code (**)

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

(*) Where an economic operator is, during the procedure for awarding a contract, placed in one of the cases of exclusion mentioned in Articles L. 2141-1 to L. 2141-5, Articles L. 2141-7 to L. 2141-10 or Articles L. 2341-1 to L. 2341-3 of the Public Procurement Code, he shall inform the buyer of this change of situation without delay.
(**) In the event that the subcontractor is admitted to the judicial reorganization proceedings, its attention is drawn to the fact that it will have to prove that it has been authorized to continue its activities for the foreseeable duration of the performance of the public contract.

Evidentiary documents available online:

Where appropriate, the internet address to which supporting documents and evidence are directly accessible free of charge, as well as all the information necessary to access them:
(If the address and information are identical to those provided above, simply refer to the relevant section.)

- Internet address: .....
.....

- Information required to access it: .....
.....

Assignment or pledging of claims resulting from the public contract

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

The Holder establishes that no assignment or pledge of claims resulting from the public procurement contract prevents direct payment to the subcontractor, under the conditions provided for in Article R. 2193-22 or Article R. 2393-40 of the Public Procurement Code.
Consequently, the Holder submits with DC4:

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

OR

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

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

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

OR

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

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

Acceptance and approval of the subcontractor's payment terms

A ……. , the …… ..... A ……. , the ……

The subcontractor: .....
..... The Bidder or Holder:
…… .....
.....
..... ……
…… .....
.....
.....

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

A , the ……..

The buyer's representative:

Notification of the special act to the Holder

In case of sending by registered letter with acknowledgment of receipt:

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

In case of delivery against receipt:

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

A ……. , the ……..

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

Complete one copy per co-contractor:

Applicant's trade name and corporate name:
.....
Business address:
.....
.....
.....
Registered office address: *(if different from establishment)*
.....
.....
.....
Email address: .....
Phone: .....
Fax: .....
NO SIRET: ..... APE: .....
Intra-Community VAT number: .....

Agree to receive the advance:
¨ Yes
¨ No

Bank references:
IBAN: .....
BIC: .....

Company designation	Benefits concerned	Amount Excluding tax	VAT rate	Amount incl.

Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
	Totals			

2. Annex: Pledging or assignment of receivables

¨ **Certificate of Assignability** issued (1) on the date of ……to ……

OR

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

1 The entire master agreement whose amount is ¨*(indicate amount in figures and letters)* : ……

……

……

2 The entire purchase order no. …… pertaining to the master agreement ¨*(indicate amount in figures and letters)* :

……

……

……

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

……

……

4 The portion of benefits valued at ¨*(indicate amount in figures and words)* : ……

……

……

and to be executed by

……

as:

¨ member of a business group

¨ subcontractor

A …….. le ……..

Signature (2)

3. *(1) Select the box that corresponds to your choice, either a certificate of transferability or a copy issued in a single copy.*
4. *(2) Original date and signature*

5. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF
PERFORMANCE OF SERVICE CONTRACTS

Service contract

(executive to be removed before signing the contract)

Use of the security annex

This annex must be attached to any service contract (own-account procurement) in the following cases:

The contract provides AFD with staff who have access to its premises on a permanent basis during the duration of the contract (provider badge assigned), and/or

The contract provides AFD with staff who must have, even occasionally, access to AFD's IS,

The contract requires sharing information owned by the AFD, on digital or physical media, with the service provider.

If in doubt, contact the DMI/SEC division.

Summary

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2. GENERAL **3**

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4. ACCESS CONTROL **5**

5. REMOTE CONNECTION TO THE CLIENT NETWORK **5**

6. RISK ASSESSMENT **5**

7. FINAL PROVISIONS **6**

Definitions

- The Contract

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

- The Client

Designates the AFD, party to the Contract.

- The Service Provider

Designates the service provider party to the Contract.

- Information system

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

- Information

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

- Remote login

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

General

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

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

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

Commitment and rights of the parties with regard to security

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

The Service Provider undertakes to submit its staff and subcontractors working on its behalf to security

checks and must be able to provide proof of the methods and results of these checks.

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

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

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

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

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

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

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

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

Access control

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

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

Access may permanently be subject to protection mechanisms and logged. For the purpose of protecting and controlling access to its Information, the Client does not limit itself to the protection mechanisms put in place by the Service Provider. The Client gives, controls and revokes the Service Provider's access to the premises and the Information necessary for the performance of the services. As such, the Service Provider is informed that its staff acting

within the framework of the contract may, at any time and without prior notification, be subject to security controls based on the traces registered on the Client's IS.

If it is necessary to give access to classified information

"CONFIDENTIAL" or higher level or at the premises of the Client where such information is stored, processed or distributed, a risk assessment to identify the protection mechanisms to be implemented will be carried out. The protection mechanisms identified during the risk assessment will be notified to the Service Provider, documented and implemented.

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

Remotely connect to the client's network

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

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

Risk assessment

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

Final provisions

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

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

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