MARCHE PUBLIC FOR INTELLECTUAL SERVICES

Agence Française de Développement
5 Rue Roland BARTHES
75012 PARIS

SUBJECT MATTER: Integrated Water Resources Management and Food Security in Egypt

Contract n°ARB-2026-0314

Procurement procedure

Adaptée ouverte – In accordance with des articles R. 2123-1 à R. 2123-7 du Code de la commande publique

ATTENTION
This document can only be modified to complete:

Identification of the Contractor;
The "Price" section;
Any appendices.
The choice of the lot
Acceptance of the advance, if any

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

L'AGENCE FRANCAISE DE DÉVELOPPEMENT (AFD)
Public institution whose head office is at PARIS XII - 5, rue Roland Barthes, registered in the Paris Trade and Companies Register under number B 775 665 599, represented by the Heads of the Purchasing Department Group/ODA Division, acting under the powers conferred to it for this purpose,

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

The company _____, domiciled at _____, registered under number _____ (please indicate the name of the registration body in addition to the number)**.**

Represented by_____

Having read the contract and the documents mentioned below,

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

☐ **Identity and capacity of the signatory: Mr, Mrs ……..**

☐ undertakes, on the basis of its offer and for its own account, to carry out the services requested under the conditions defined below ;

☐ commits the company ..... on the basis of its offer to carry out the required services under the following conditions;

☐ **Identity and capacity of the Mandatory (1): Mr, Mrs …….**

☐ of the joint consortium

☐ jointly-liable of the joint consortium

undertakes, on behalf of all the grouped service providers designated in the attached annex (2), to carry out the services requested under the conditions defined below;

(1) Tick the box corresponding to the nature of your consortium.
(2) This Annex shall be duplicated in as many copies as necessary and is recommended in the case of a joint consortium.
(3) In the case of a consortium, provide the contact details of the Mandatory.

Candidate's business name and legal name (3) :

……

Address of establishment :

……..

……

……..

Head office address (if different from the above) :

……..

……..

……..

Generic E-mail address : (*it is recommended to use a generic e-mail address valid for the entire duration of the contract or framework agreement*):.....

Telephone : .....

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

SIREN : .....

APE : .....

Intra-Community VAT number : .....

Hereinafter referred to as "the contractor".

IT HAS BEEN AGREED AS FOLLOWS:

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1. Preamble

1.1 Presentation of the AFD

The French Development Agency (AFD) is an industrial and commercial public institution governed by banking law, as per its capacity as a financing company.

Under the development aid scheme, AFD is responsible for financing, through long-term loans and/or grants, the economic and social development of nearly 80 developing countries and the Overseas Communities.
It has issued an Ethics Charter which can be consulted on its website www.afd.fr

In the context of of the contract, AFD entrusts the Service Provider, who accepts it; with the performance of of the contract. The purpose of this Schedule of Specific Administrative Clauses is to specify the conditions under which the Service Provider will be required to provide these services to the AFD.

In addition, in order to promote sustainable development, the Parties have each acknowledged the need to encourage compliance with environmental and social standards recognized by the international community, including the fundamental conventions of the International Labour Organization (ILO) and the international conventions for the protection of the environment.

1.2 Definitions

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

Fraud act:
Refers to any unfair act (act or omission), whether or not criminally incriminated, intended to deliberately deceive others, intentionally conceal elements from them or to surprise or vitiate their consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate profit.

Personal data :
Refers to any information relating to an identified or identifiable natural person

Collusion:
Refers to concerted actions, agreements, express or tacit agreements or coalitions, including through the direct or indirect intermediary of a group company established in any country within the meaning of Article 420-1 of the French Commercial Code, when they have a purpose or a potential effect of preventing, restricting or distorting competition on a market, particularly when they aim to:

- limit market access or the free exercise of competition by other companies;
- obstruct price fixing through free-market forces by artificially promoting price increases or decreases;
- limit or control production, markets, investment or technical progress;
- allocate contracts or sources of supply.

Confidential Information :

Refers to:

- all information, correspondence (written, electronic, oral), data, documents of any kind and in any form or medium, including, but not limited to, any writing, note, report, document, study, analysis, drawing, letter, listing, software or content of data stored on a USB key, specifications, figure, graphic, communicated by the AFD to the Supplier under the Contract;
- the Contract (including any information obtained during its negotiation and/or execution) and more generally any information or document that the Service Provider may have obtained, directly or indirectly, in writing or by any other means, from the AFD for the purposes or in connection with the Contract, including without limitation any technical, commercial, strategic or financial information, studies, specifications, software, products;
- the Service (including reports, works, studies carried out under the Service) and any information relating thereto.

Personnel:

Refers to the Service Provider's personnel assigned by the Service Provider to perform the Service]

Service:

Refers to all tasks, activities, deliverables and services to be performed by the Supplier under the Contract.

Outsourced Essential Services:

The decree of 3 November 2014 (articles 10q, 231 et seq. and 253) and the Monetary and Financial Code define the essential outsourced services as follows:

- banking operations, the issuance and management of electronic money, payment services and investment services, for which the taxable company has been authorised
- other associated operations
- services directly involved in the execution of the operations or services mentioned hereinabove
- any provision of services where an anomaly or failure in its performance is likely to seriously impair the ability of the taxable company to comply at all times with the conditions and obligations of its authorisation and those relating to the conduct of its business, its financial performance or the continuity of its services and activities.

Agent Company

Refers to the member of the consotium designated in this contract who represents all the members of the Group in front of the Contracting Authority

CCTP

Refers to the specific technical specifications of this contract or for each Subsequent Contract, if any. It may be referred to below as the Terms of Reference (TOR).

The contractor

Designates the economic operator or, in the case of a Grouping, the Contractor and any co-contractors, signing the present Contract.

2. Subject matters - general provisions

2.1Subject matters of the Contract

This document sets out the terms and conditions under which the Contracting Authority entrusts the execution of the contract to the Contractor, who accepts the assignment.

The contract aims to support the preparation of projects addressing food security challenges in Egypt, specifically the National Drainage Program IV - Phase I (NDP IV) project, for which the Egyptian government has requested funding from AFD.

The contract covers all services and deliverables required to implement the financial and technical support provided by AFD to address food security challenges in Egypt, including: preparing the terms of reference and the tender dossier for the Technical Assistance contract associated with AFD's funding for the National Drainage Program IV - Phase I (NDP IV) project; drafting the concept note to secure funding for this technical assistance from the Blue Mediterranean Partnership (BMP); preparing the application form for the European Union's "Transforming Irrigation Assets" facility; and supporting the AFD project team in its dialogue with national counterparts and co-financiers.

Place of implementation: EGYPTE

2.2Duration of the contract / implementation deadlines

The duration of the contract is set at 12 months from the date of notification.

However, if more than 3 months elapse between notification and the actual commencement of services, the contract duration shall be calculated from the date the services actually begin.

It will start to run from the date of notification of the contract.

2.3Implementation deadlines

The services must be performed within a period of 10 months from the actual start of the services.

2.4Contract renewal

The contract will not be renewed.

2.5Subcontracting

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

The Contractor remains fully liable to the Contracting Authority for the performance of all services, including those carried out by its subcontractors.

In this regard, the Contractor indemnifies the Contracting Authority against any claim, damage, or loss resulting from an act, fault, or negligence on the part of its subcontractors.

The Contractor undertakes to ensure that any prospective subcontractor holds professional liability insurance covering the risks associated with the services entrusted to it (i.e., the portion of the service it performs);

Failing this, the Contractor remains liable for the subcontracted services and must ensure that its own insurance covers the risks associated with their performance.

The Contractor must obtain the Contracting Authority's prior written consent before any subcontracting, under the following conditions:

•Notification by the Contractor to the Contracting Authority of its intention to subcontract a portion of the Services covered by the Contract, specifying the details of the proposed subcontractor(s), a precise description of the subcontracted portion of the Services, its value, and the planned payment terms;

•The Contracting Authority shall have a period of fifteen (15) working days following receipt of the notification to notify the Contractor in writing of its acceptance or refusal;

•In the event of acceptance, the Contractor shall provide the Contracting Authority with a copy of the relevant subcontract(s) as soon as possible.

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

The tasks concerned are as follows: management and coordination tasks.

2.6Amendment of the Contract -Reexamination Clause

The framework agreement may be amended by the conclusion of amending acts in the cases described in articles R. 2194-1 to R. 2194-9 of the Public Procurement Code and article 25 of the CCAG PI. These amendments and/or additions cannot have the effect of changing the overall nature of the Contract and must be directly related to the subject matter of the contract.

2.7Similar services

Services similar to those covered by this Contract may be awarded to the same Contractor via a contract concluded without prior advertising or competitive tendering, in accordance with the conditions set out in the Public Procurement Code.

3. Contract documents

Notwithstanding Article 4.1 of the CCAG PI, in the event of a conflict between the provisions of the Contract documents, they shall prevail in the following order of priority:

•The Contract (French version) and its financial annexes;

•The Terms of Reference and annexes, the original copy of which held in the Purchaser's archives shall alone be authoritative;

•The General Administrative Conditions for Public Contracts for Intellectual Services (CCAG PI) approved by the Order of 30 March 2021 (published in the JORF No. 0078 of 1 April 2021);

•The Contractor's tender;

•Special subcontracting agreements and any amendments thereto, subsequent to the notification of the contract.

4. Performance conditions

Services must comply with the stipulations of the contract.

The Contracting Authority shall make available to the Contractor all documents in its possession which are necessary for the performance of the Services, and shall, where necessary, facilitate the obtaining from other competent bodies of any information and data which the Contractor may require.

In the performance of the Contract, the Contractor shall contribute all its know-how and skills to the provision of the Service. It shall provide all the logistics and equipment necessary for the proper performance of the Service.

The Contractor shall perform the Service in a professional manner and in accordance with the rules of the trade.

4.1 Personnel assigned to the assignment

The Contractor shall assign the appropriate Personnel to carry out the various tasks necessary for the proper performance of the Service. The Contractor shall provide the names and professional qualifications of the persons assigned to perform the Services.

On its own initiative or at the request of the Contracting Authority, the Contractor may replace one or more members of the Personnel in the event of failure of the said member(s), provided that (i) the qualifications of the person(s) proposed for replacement are equivalent to or better than those of the person(s) to be replaced, (ii) that such replacement will not cause any delay to the Awarding Authority with regard to the timetable for performance of the Service, and (iii) that the Awarding Authority has given its prior written consent to the proposed person(s). The replacement must then be made immediately. The Contractor will bear all associated costs.

The Personnel will operate under the supervision, legal, hierarchical and disciplinary responsibility of the Contracting Authority. The Contractor therefore undertakes to comply with all formalities applicable to the employer under current regulations, in particular with regard to labor law, social security coverage and tax obligations. The Personnel shall in all circumstances be under the sole authority of the Contractor, and shall be responsible for their activities exclusively and directly to the Contractor.

The Contractor undertakes to take all necessary steps to ensure that the Personnel are fit to carry out their assignment both in France and in the country where the assignment is to take place. In particular, the Contractor shall complete all formalities relating to the Personnel's administrative situation, and obtain visas and any other documents required by local regulations. The Contractor also undertakes (i) to have taken all necessary steps (insurance, mutual insurance, etc.) to assist the Personnel in the event of difficulties arising locally, such as, for example, evacuation for medical or political reasons, and (ii) to provide any technical assistance the Personnel may require in the course of their assignment.

4.2 Environmental considerations and mission execution

The Contractor shall:

- Implement one or more measures to reduce carbon emissions and energy consumption applicable to the procurement.

The Contractor shall describe in the technical proposal how these requirements are implemented within the scope of the procurement: measures taken and indicator(s) used to monitor them.

The Contractor shall provide any documentation substantiating the measures implemented.

(Maximum 1/2 to 1 page)

Monitoring of requirements for reducing carbon emissions and energy consumption

Upon request by AFD, at the end of each calendar year of the contract and at the end of the contract itself,

the Contractor shall provide:

- A report on the measures implemented to reduce carbon emissions and/or energy consumption (e.g., responsible digital practices, business travel, energy conservation, etc.).

The Contractor shall provide any relevant supporting documents.

The Contractor shall implement one or more measures regarding gender equality in the workplace applicable to the subject matter of the contract.

In the technical proposal, the Contractor shall describe the measure(s) promoting gender equality among the staff assigned to the contract, as well as any associated indicators.

For each measure, the Contractor shall specify:

- Which of the following areas it addresses: recruitment, pay/remuneration equality, training, working conditions, work-life balance, or balanced representation of women and men in management and executive positions;
- The associated indicator(s), where applicable. (Maximum 1/2 to 1 page)

Upon request by the Contracting Authority, at the end of each calendar year and at the end of the contract, the Contractor shall report the results of the measure(s) implemented, including any associated indicators.

4.3Security

The Contractor undertakes to comply with all applicable laws and regulations relating to safety, and to take all necessary measures to ensure the safety of its personnel, for whom it is solely responsible.

The Contracting Authority is not responsible for the safety of individuals or the personnel of legal entities to whom the Contractor entrusts or delegates, in any manner whatsoever, all or part of the performance of the Service(s).

The Contractor shall be solely responsible for the safety of individuals or of the personnel of legal entities to which it entrusts or delegates, in any manner whatsoever, all or part of the performance of the Services. The Contracting Authority is not responsible for the safety procedures and safety management of these persons and their personnel.

Throughout the performance of the Service(s), and in particular prior to any travel by its personnel, the Contractor undertakes to obtain information from the French Embassy(ies) of the country(ies) concerned (1) on the security risks involved, and to make good use of the advice provided by its/their services. He/she undertakes to ensure that the natural or legal persons working on his/her behalf to provide the Service(s) comply with this obligation.

If the area(s) in which the Service(s) is to be provided becomes/become subject to an orange or red zone classification by the French Ministry of Europe and Foreign Affairs during the performance of the contract, the Contractor undertakes to suspend its activities in the area(s) concerned and to forward its security documentation to a specialized external body, designated and financed by the contracting authority.

The external specialist body will review the documentation and forward its recommendations to the Contracting Authority alone, who will be solely responsible for deciding what action to take. The specialized external body will send the Contracting Authority a certificate drawn up by itself certifying that the documentation submitted has been reviewed. No further work may be carried out in the area(s) concerned

until the Contracting Authority has received this certificate.

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

(1) If the Contractor is of French nationality. If this is not the case, delete "of the French Embassy(ies) of the country(ies) concerned" and add "of the consular or local authorities competent with regard to his/her nationality of the country(ies) concerned.

4.4 Suspension for reasons of serious and imminent risk

In the event of risk of serious and imminent harm to the physical integrity of its personnel and any person working on its behalf, the Contractor may decide, without prior notification, to remove them from the area of performance of the present contract and/or the danger zone, and may immediately suspend all or part of the performance of the present contract.

The Contractor shall inform the Contracting Authority without delay.

Within a maximum of seven (7) days of its decision, the Contractor must justify in writing to the Contracting Authority that its decision was in accordance with the terms of the first paragraph above. It shall specify the reasons which led to its decision, the foreseeable consequences for the Contract, the measures proposed to minimize these consequences and the costs entailed by this demobilization and/or suspension.

The amount of costs to be reimbursed as a direct result of such suspension, demobilization and/or remobilization of personnel, after deduction of amounts paid by the Contractor's insurers, and the terms and conditions of reimbursement shall be agreed jointly by the parties.

The Contractor shall continue to fulfil its obligations under this contract, and shall take all steps to minimize the consequences of the demobilization of personnel or any other party involved, and of any suspension of services. The parties shall determine, as necessary, any adaptations to the present contract to ensure continued performance of the services.

In the event that the Contractor is definitively prevented from performing the present contract, article 38.1 of the CCAG Prestations Intellectuelles "Difficulties in performing the contract" shall apply.

5. Prices and price changes

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

Amount exclusive of tax (in figures) (€): .....

VAT amount at XX%: .....

Amount including VAT (in figures) (€):.....

Amount including VAT (in words) (€):.....

The amount of the bid includes all expenses necessary for the performance of the Contract in accordance with the conditions set out in the "Price content" article below.

In the case of a consortium, the detailed breakdown of services and tasks to be carried out by each member of the consortium, and the amount of the contract to be paid by each, are set out in the attached appendix.

5.1 Contract pricing method

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

5.2 Price content

Notwithstanding article 10.1.3 of the CCAG PI, all amounts stated in the present contract are deemed to include all normally foreseeable sujétions for the execution of the services, subject of the contract, and all expenses resulting from the execution of the services, so that the contracting authority has nothing to pay in addition.

In particular, the price includes salaries, all bonuses, insurance, allowances, social security charges and any taxes inherent in the contract, overheads, etc.

5.3 Mission expenses

5.3.1 Air tickets

Prices are in Origin (head office/agency of the service provider) / Destination (AFD Agency concerned by the mission)

The most direct and economical travel solution must be systematically proposed.

Consultants must plan their assignments to allow the reservation of tickets at advantageous rates.

For air transport, the default travel conditions are those corresponding to the Economy class of the airlines. Business travel may be conducted in Business class when one of the following conditions is met:

- the journey has a journey time (take-off from the origin airport - landing at the destination airport) of more than 10 hours;

- the journey is made at night;

- if there is no Economy or Premium fare flight for the period over which the trip must be made (with prior written agreement from AFD)

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

5.3.2 Per diem

Per diems cover accommodation, meals, transport costs within the place of assignment and miscellaneous expenses.

Daily per diems may not exceed the scale set by the European Union (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/diem-rates_fr).

Travel undertaken for the purposes of a mission must be considered as part of the mission.

N.B.: Travel undertaken by the expert for mobilization and demobilization purposes, as well as for leave, cannot be considered as working days or as a mission, and will not give rise to the payment of per diem allowances.

5.4 Price changes

The prices of the contract are firm.

The prices of this contract are deemed to be established on the basis of the economic conditions of the month

of the deadline for the submission of offers indicated on the cover page of the rules of the procurement procedure.
This month is called "month zero".

6. Advance

A repayable advance is paid to the Contractor.
The rate of the advance is fixed at 5 of the amount of the contract including VAT.

The advance will be reimbursed in full from the next instalment, by deduction from the sums due to each third party (contractor, co-contractors or subcontractor).

7. Holdback

No holdback will be applied.

8. Settlement of accounts

8.1 Terms of payment

8.1.1 Payment of price

Final payment will be made a maximum of 30 (thirty) days from the date of receipt of the invoice by the Contracting Authority, subject to the user service certifying that the services have been carried out correctly.

8.1.2 Payment requests

The request for payment is dated and includes, as appropriate:
- the contract references;
- the amount of services received, established in accordance with the stipulations of the contract, exclusive of VAT and, where applicable, less any rebates, or the amount of services corresponding to the period in question;
- the breakdown of lump-sum prices and unit prices;
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding VAT, their amount including VAT and, where applicable, the price variations established excluding and including VAT
- in the case of a joint venture, for each economic operator, the amount of services provided by the economic operator;
- the application of price discounting or revision;
- where applicable, indemnities, bonuses and deductions;
- any penalties for late delivery;
- advances to be reimbursed;
- the amount of VAT or, where applicable, the benefit of an exemption
- the amount including VAT

The contracting authority reserves the right to complete or rectify payment requests that contain errors or are incomplete. In this case, it must notify the Contractor of the corrected payment request.

8.1.3 Transmission of payment requests

Electronic invoices are submitted, transmitted and received exclusively via the Chorus Pro invoicing portal. When an invoice is sent outside this portal, the Contracting Authority may reject it after reminding the issuer of this obligation and inviting him to comply. To this end, dematerialized invoices sent to the Purchasing Authority must include the following information:

Institution:	ETABLISSEMENT AGENCE FRANCAISE DE DEVELOPPEMENT
SIRET :	77566559900129
CHORUS Service Code:	PAR-MOA-O11
Contract number:	ARB-2026-0314

8.2 Payment for joint contractors

In the case of a joint venture, only the joint venture's representative is entitled to submit payment claims.

In the case of a joint venture, payment will be made separately to each of the co-contractors, if the division of payments is identified in the appendix to this Contract.

In each request for payment sent to the Contracting Authority, the group's representative shall indicate the breakdown of payments for each of the co-contractors.

The acceptance of a payment to each of the joint and several contractors shall not call into question the joint and several liability of the joint and several contractors.

8.3 Payment deadlines

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

8.4 VAT

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

The Contractor of the present Contract undertakes to indicate on its invoices whether it is authorized by the tax authorities to pay VAT on debits. The Contractor is solely responsible for compliance with current tax legislation.

It is recalled that the contract may be exempt from French value-added tax when:

- the contract funds a cooperation activity benefiting a country outside the European Community,
- the services provided consist of information, consulting, studies, or research,
- the results of the services are communicated to the country concerned, and
- the scope of the services is structured to highlight the clear benefit of the services to the country concerned.

The AFD considers that the contract meets the aforementioned conditions, allowing the Contractor to claim the exemption.

8.5 Default Interest

Failure to pay advances, instalments, final partial payments or the balance within the period specified in the Contract shall give rise to interest on arrears, calculated from the day after expiry of the said period (or the

due date specified in the Contract) up to and including the date of payment of the principal (article R. 2192-32 of the French Public Procurement Code).

The rate of interest on arrears applicable in the event of the maximum payment period being exceeded is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations in force on the first day of the half-year of the calendar year during which the interest on arrears began to run, plus eight percentage points.

The amount of the fixed indemnity for collection costs is set at 40 euros.

9. Penalties

9.1 Application of penalties

Notwithstanding Article 14 of the CCAG PI, the penalties defined in the articles below shall apply.
Payment of penalties shall not preclude the automatic termination of the Contract—without compensation—due to the Contractor's fault or failure to perform its obligations. Penalties are payable only in the event of fault attributable exclusively to the selected Contractor.
Penalties are cumulative and do not discharge the Contractor from its obligations; they do not prejudice any claims for damages that the Contracting Authority may assert.
Payment of penalties does not exempt the Contractor from performing its contractual obligations.
The amount of the penalties shall be deducted by the Contracting Authority from the outstanding balance payable; any excess amount must be repaid by the Contractor to the Contracting Authority upon first demand.

9.2 Late payment penalties

Documents to be submitted by the Contractor within the timeframe specified in the contract must be transmitted by any means that provides proof of the date of receipt by the Contracting Authority.

By way of derogation from Article 14.1.1 of the CCAG PI, the arrangements for applying late-delivery penalties are as follows:

• Penalty for late delivery of deliverables: €150 per day of delay.

In accordance with Article 14.1.2 of the CCAG PI, the total amount of late-delivery penalties may not exceed 10% of the total Contract amount (excluding tax).

By way of derogation from Article 14.1.3 of the CCAG PI, the Contractor shall not be exempt from penalties where the total amount does not exceed €1,000 (excluding tax) for the entire Contract.

9.3 Other penalties

9.3.1 Penalties for breach of security or confidentiality obligations

The obligation of confidentiality is an essential obligation of this Contract.

Violation of the security measures or the confidentiality obligation set out in article 5 of the CCAG-PI is liable, in particular, to result in termination of the present Contract for gross negligence under the terms of article 39 of the CCAG-PI and exposes the Contractor to the following penalties (notwithstanding article 14.2 of the CCAG-PI):

- In the event of failure to comply with the rules governing the security and protection of Confidential Information not involving Personal Data: application of a flat-rate penalty of between 0.5% and 1% of the amount executed under the Contract on the date on which the event giving rise to the penalty occurs;

- In the event of failure to comply with the rules governing the security and protection of confidential information involving Personal Data: application of a flat-rate penalty of between 1% and 2% of the amount executed under the Contract on the date on which the triggering event is established.

9.3.2 Penalties for performance at cost and risk

The contracting authority may arrange for a third party to perform all or part of the services provided for in the contract, at the contractor's expense and risk, in accordance with article 27 of the CCAG-PI.

10. Termination of performance

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

Notwithstanding article 22 of the CCAG PI, in the event of temporary cessation of performance at the end of a technical section, this will not result in termination of the contract. In other cases, the contract is terminated. The decision taken specifies whether the stoppage is temporary or definitive.

11. Acceptance - Completion

On receipt of the deliverables, the Contracting Authority will have 15 working days to accept or reject them. If the Contracting Authority wishes to amend the deliverables, it will inform the Contractor of its comments no later than 15 working days after receipt. The Contractor will have 7 working days to take these comments into account and propose a new version of the deliverable. This process may be repeated as long as the Contracting Authority is not satisfied with the deliverables.

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

12. Insurance - Liability

In accordance with article 9 of the CCAG PI, the Contractor must take out insurance to cover its liability towards the Contracting Authority and third parties who are victims of accidents or damage caused by the performance of the services.

Within fifteen days of notification of the contract, and before work commences on the contract, the Contractor must provide proof that it holds such insurance policies, by means of a certificate establishing the extent of the liability covered.

At any time during performance of the contract, the contractor must be able to produce this certificate, at the purchaser's request and within fifteen days of receipt of the request.

13. Intellectual property - Use of results

13.1 Prior knowledge and standard prior knowledge regime

The provisions of articles 33 and 34 of the CCAG PI shall apply to the contract.

13.2 Use of results

Notwithstanding article 35 of the CCAG PI, the Contracting Authority provides for the following conditions:

13.2.1 Assignment of copyright

The Contractor assigns to the Contracting Authority, on an exclusive basis, the rights to the Service, as well as to all or part of the elements constituting the Service. It irrevocably assigns to the Contracting Authority, on an exclusive basis for the entire world and for the legal duration of copyright, the rights of exploitation, representation and reproduction and adaptation for commercial and/or non-commercial purposes that it holds or will hold on the reports, works, studies and documents produced under the Service (hereinafter the "Assignment").

More specifically, the Assignment includes the rights:

- to use, reproduce, store, distribute, communicate, perform, translate, exploit, broadcast and represent the Service;

- for promotional, commercial or non-commercial, public or private purposes, including but not limited to exhibitions, information or public relations events);

- in whole or in part, on any current or future medium, including paper, optical, digital, magnetic or any other computer, electronic or telecommunications medium.

The Assignment is made as and when the reports, work, studies and documents produced by the Contractor under the Service are completed.

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

13.2.2 Assignment guarantees

For the entire duration of the Assignment, the Contractor (i) undertakes not to distribute the Service in any medium whatsoever without the agreement of the Contracting Authority and (ii) guarantees the peaceful enjoyment of ownership of the rights thus assigned to the Contracting Authority against all disturbances, claims and evictions of any nature whatsoever. In particular, the Contractor warrants that it has duly acquired all rights, in particular intellectual property rights, necessary for the Assignment.

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

The Contractor guarantees that the Service does not contain anything that might constitute a violation of the laws and regulations in force, in particular with regard to defamation and insult, privacy and image rights, offences against public decency, counterfeiting or plagiarism.

13.2.3 Remuneration for the Assignment

The price of the Assignment is definitively included in the Contract remuneration. The Contractor acknowledges that it is aware of this and may not claim any additional sum in respect of the Assignment.

14. Additional clauses

14.1 Judicial redress or liquidation

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

The judgment instituting the judicial redress or liquidation shall be notified immediately to the contracting authority by the Contractor. The same shall apply to any judgment or decision likely to have an effect on the performance of the contract.

The contracting authority shall send the administrator or liquidator a formal notice asking him whether he intends to require the contract to be performed. In the event of legal redress, this formal notice is sent to the Contractor in the case of a simplified procedure without administrator if, pursuant to article L627-2 of the French Commercial Code, the judge commissioner has expressly authorised the Contractor to exercise the option provided for in article L622-13 of the French Commercial Code.

If the answer is negative or if there is no answer within one month of the formal notice being sent, the contract shall be terminated. This one-month period may be extended or shortened if, before the expiry of said period, the judge commissioner has granted the administrator or liquidator an extension or has ordered him a shorter period.

The termination shall take effect on the date of the decision of the administrator, liquidator or decision Contractor to waive further performance of the contract, or on the expiry of the one-month period referred to above. It does not entitle the Contractor to any compensation.

. Declaration and obligations of the contractor

14.1.1 Declaration of the Contractor

The necessary authorisations under the Contract and insurance relating to the Service will be borne by the Service Provider. The Service Provider declares that it will subscribe and maintain, and ensure that its Personnel has insurance covering all risks related to the performance of the Service. The Service Provider will provide AFD, upon request by AFD, with the corresponding insurance certificate or certificates.

The Service Provider declares:

- Has obtained from the competent authorities all the necessary authorizations to carry on its business.
- that it has all the necessary authorizations for the validity of the Agreement and for the performance of the obligations arising therefrom;
- Staff are employed by the Contractor in accordance with applicable labour regulations.

In accordance with articles L 8222-1 and D 8222-5 of the French Labour Code, the Service Provider must provide the following documents at the signing of the Contract, then on a regular basis according to the period of validity of each document:

- The document in effect attesting to the effective registration of the structure (extract K-bis or equivalent)
- A tax certificate issued by the competent authorities certifying that the Holder is up to date with its tax obligations;
- A certificate issued by the competent authorities certifying that the Holder is up to date with his social obligations;
- Valid Civil and/or Professional Liability Insurance Certificate.
- The nominal list of foreign workers outside EC or posted, jobs by the structure or failing that a certificate on the honour of non-employment of foreign workers outside EC.

These documents must be provided and kept up to date in the PROVIGIS tool – a tool for collecting certificates issued by the contracting authority.

. Statement by the contractor

The Contractor shall be responsible for the authorizations required under the Contract and the insurances related to the Service. The Contractor hereby states that it will subscribe to and maintain, and will ensure that its Personnel are covered by insurance for all risks related to the performance of the Service. The contractor shall provide the CONTRACTING AUTHORITY, at its request, with the corresponding insurance certificate(s).

The Contractor hereby states:

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

14.1.2 Obligation of confidentiality

The Contractor, acting both for itself and on behalf of the Personnel for whom it is responsible, shall, during the term of the Contract and for a period of five (5) years following the end of the Contract, ensure that Confidential Information:

- is protected and kept strictly confidential, and is treated with the same degree of care and protection as the Contractor gives to its own confidential information of equal importance;
- is transmitted internally to the Personnel only;
- is not used for any purpose other than the one defined in the Contract.

Notwithstanding the above paragraph, information covered by professional and banking secrecy must be kept confidential until the relevant secrecy is lifted.

The Contractor and its personnel therefore undertake to:

- not to disclose, directly or indirectly, in whole or in part, the Confidential Information without express, prior and written consent of the CONTRACTING AUTHORITY,
- keep confidential any information or document obtained under the Contract and not to communicate to third parties on the tasks entrusted to it without prior express written authorization from the CONTRACTING AUTHORITY;
- immediately report to the CONTRACTING AUTHORITY any risk of conflict of interest, and immediately cease the activities covered by the potential conflict of interest until the decision of the contracting authority.

At the end of the Contract, the contractor shall destroy all manual or electronic files storing the data entered.

14.1.3 Authority of the contractor

The contractor has no authority to act in the name and on behalf of the CONTRACTING AUTHORITY or to commit the latter, unless it is given an express and special mandate by the CONTRACTING AUTHORITY on a case-by-case basis. The CONTRACTING AUTHORITY remains the sole judge of any decisions to be taken on the proposals submitted by the contractor at the end of the Service.

14.1.4 Integrity clause

The contractor hereby warrants that:

- it has not committed any act likely to influence the competitive process, and in particular that no collusion has been or will be concluded;
- the negotiation, execution and performance of the Contract has not, does not and will not result in an Act of Corruption and/or an Act of Fraud.

14.1.5 Personal data

For the purposes of the Study, the contractor 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 Law no. 78-17 of 6 January 1978, as amended (hereinafter "the Data"), on behalf of and under the responsibility of the CONTRACTING AUTHORITY. The contractor shall therefore act as a "processor" for the CONTRACTING AUTHORITY, within the meaning and subject to the conditions set out in Article 60 of the Data Protection Act and 28 of the GDPR.

Also, if applicable, the Contractor undertakes to:

- not to use the Data for purposes other than those necessary for the implementation of the Service and not to make any copies of the Data other than strictly in the context of the performance of the Contract,
- to 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 event, the Contractor undertakes to act only upon prior written instructions from CONTRACTING AUTHORITY, which may, spontaneously or at the Contractor's request, specify in writing the categories of personal data likely to be processed for the performance of the Service,
- not to transfer the Data to States not belonging to the European Economic Area, as defined in Articles 44 et seq. of GDPR as amended, without CONTRACTING AUTHORITY's prior written consent.

Subcontracting

The contractor undertakes not to subcontract all or part of the Services involving the processing of the Data to third party companies, unless it has obtained the CONTRACTING AUTHORITY's prior written consent. If the CONTRACTING AUTHORITY accepts the proposed subcontracting, the Contractor undertakes to conclude a contract with its identified subcontractor containing the same obligations regarding Data protection as those currently agreed.

The Contractor shall provide proof, at the CONTRACTING AUTHORITY's first request, of the contractual commitments of any third party Contractor involved in the processing of the Data, if necessary by providing the related contractual documents.

Security, confidentiality and audit

The contractor undertakes to treat the Data with the strictest confidentiality. As part of its responsibilities, the contractor manages the internal organisation of its company and defines the logical, physical and organisational measures to comply with CONTRACTING AUTHORITY's specific instructions and, more generally, with the requirements for protecting Data against any unauthorised access, misappropriation, fraudulent use or loss. The Contractor must immediately inform the CONTRACTING AUTHORITY if the

measures implemented do not or no longer meet these requirements.

The Contractor must immediately notify the CONTRACTING AUTHORITY of any control measures or access requests made by authorities duly authorised for this purpose, such as the CNIL or the judicial police.

These obligations of confidentiality and data security remain valid after the end of the Agreement if the Contractor continues to store or access the Data. These obligations shall only end on the day on which the contractor ceases to access and/or store the Data.

In accordance with the provisions of Article 28 of GDPR as amended, the CONTRACTING AUTHORITY must ensure that the security and confidentiality measures implemented by the contractor are observed. The CONTRACTING AUTHORITY is therefore authorised, directly or through any person it has mandated for this purpose, to:

- request any useful information from the contractor justifying the implementation of security and confidentiality measures (document controls),
- check the effectiveness of the implementation of these measures at the place of activity of the contractor or its subcontractor (on-the-spot checks).

The CONTRACTING AUTHORITY may carry out an on-site inspection mission once a year, at the Contractor's premises, during normal business hours, without disrupting the operation of the Contractor's company. In addition to this annual inspection mission, the CONTRACTING AUTHORITY may carry out any ad hoc inspection mission in the event of a security breach at the contractor's premises affecting the confidentiality, integrity or security of the Data, whether deliberate or accidental, in particular any breach, loss, theft, unauthorised access, disclosure, destruction or alteration of the Data (hereinafter "Data Breach").

The CONTRACTING AUTHORITY must respect the contractor's operational processes and notify 72 hours before any visit by specifying the scope of the inspection, unless it carries out an ad hoc inspection following a Data Breach.

The contractor undertakes to make its best efforts to assist the person mandated by the CONTRACTING AUTHORITY during the inspections and to allow him/her access to the premises and relevant equipment. The Contractor undertakes to provide, at CONTRACTING AUTHORITY's request, the information required to enable the CONTRACTING AUTHORITY to carry out an inspection, on documents or on site, on the conditions for implementing data processing and to provide the CONTRACTING AUTHORITY with any related documentation.

Notification of Data Breaches by the Contractor

The contractor undertakes to inform the CONTRACTING AUTHORITY without delay, as soon as it becomes aware, of any Data Breach. The Contractor undertakes, where applicable, to provide, at the same time as this information, all the elements necessary for the CONTRACTING AUTHORITY (or any person expressly designated by it) to assess the risks and impacts of the Data Breach and enable it to take all useful decisions.

In agreement with the CONTRACTING AUTHORITY, the Contractor shall promptly implement all appropriate measures to prevent any further Data Breaches.

The contractor's notification of Data Breaches to the CONTRACTING AUTHORITY and their management are an integral part of the Services and will not result in additional invoicing.

In the event that the applicable regulations require the CONTRACTING AUTHORITY, in its capacity as controller, to notify the CNIL, the Contractor shall provide the CONTRACTING AUTHORITY with all necessary assistance to enable it to make such notification within the applicable deadline.

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

CONTRACTING AUTHORITY's power of investigation

The CONTRACTING AUTHORITY has extensive rights to give any instructions, particularly with regard to the nature, importance and processing methods 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 contractor.

As part of its obligation to provide advice, the contractor must inform the CONTRACTING AUTHORITY without delay if it considers that an instruction is incompatible with French and European regulations relating to the protection of personal data.

At the end of its mission, the Contractor must, at CONTRACTING AUTHORITY's discretion, either return to the CONTRACTING AUTHORITY the Data in its possession or delete the Data immediately and completely, subject to the application of legal provisions preventing the complete deletion of the Data. The same applies to copies for automatic backups.

If necessary, the deletion will be recorded in a report with the date indicated. A copy of this report will be sent to the the CONTRACTING AUTHORITY.

Rights of the persons concerned

Any request for information from the contractor issued by a person concerned by the processing of the Data, as defined in Article 4 of the GPDR, will be immediately forwarded to the CONTRACTING AUTHORITY's Data Protection Correspondent or any other person expressly designated by the CONTRACTING AUTHORITY. The same applies to any request for access, rectification or opposition. The Contractor must provide the CONTRACTING AUTHORITY with all necessary assistance in order for the CONTRACTING AUTHORITY to comply with these requests within the legal deadlines.

Formalities

The Contractor must collaborate with the CONTRACTING AUTHORITY and provide all the necessary information so that the latter can draw up and update the list of automated processing operations provided for in Article 47 of the Decree of 20 October 2005 or, more generally, carry out all the necessary formalities

prior to the implementation of the processing operation, including impact analyses, authorisation requests or prior consultation of the CNIL.

Proof of conformity of the processing operation

The Contractor undertakes to keep and provide the CONTRACTING AUTHORITY with all relevant documentation justifying that the Data processing carried out by the Contractor on behalf of the the CONTRACTING AUTHORITY has been carried out in accordance with the commitments made under the Contract and any specific instructions issued by the CONTRACTING AUTHORITY.

The Contractor shall keep said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which CONTRACTING AUTHORITY's liability may be incurred due to the terms and conditions of the Contractor's data processing. The Contractor may however be released from this obligation in advance by submitting said documentation to the CONTRACTING AUTHORITY as soon as the Contract ends.

Management of CONTRACTING AUTHORITY's Contractors

As part of the administrative management of its Contractors, the CONTRACTING AUTHORITY implements the processing of personal data likely to be of concern to the contractor's staff, which therefore has, in accordance with the Data Protection Act, a right of access, rectification and opposition. These rights are exercised directly with the CONTRACTING AUTHORITY Group's IT and Freedoms Correspondent, notably by email at the following address: informatique.libertés@afd.fr

14.2 CONTRACTING AUTHORITY's obligations

To enable the contractor to carry out its work successfully, the CONTRACTING AUTHORITY shall:

- provide the contractor with all the elements it holds and which are necessary for the understanding of the issue for the purpose of performing the Service;
- facilitate the contractor's contact with the CONTRACTING AUTHORITY persons concerned by the Service.

14.3 Miscellaneous

The contractor may not transfer any of its rights and/or obligations under this contract without CONTRACTING AUTHORITY's express prior agreement.

All notices, reports and other communications relating to the Contract shall be delivered or sent to the respective addresses of the Parties mentioned at the top of this Agreement. They shall become effective upon receipt at that 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 in the nature or volume of the Service or the value of the Contract, shall be subject to a written agreement between the Parties.

The original copies of the Contract are drafted and signed in the French language. If a translation is made, only the French version shall prevail in the event of a difference of interpretation of the provisions of the Contract or in the event of a dispute between the Parties.

15. Audit

The Contracting Authority reserves the right to carry out audits on its own behalf, or on behalf of the Autorité de contrôle prudentiel et de résolution (ACPR) or any other equivalent foreign authority within the meaning of articles L. 632-7, L. 632-12 and L. 632-13 of the French Monetary and Financial Code for Services to be performed abroad or within the framework of the ACPR's cooperation with such foreign authorities) or any other regulatory or supervisory authority, any data protection authority or any public records authority, as well as any persons designated by them, the right to audit the Contractor. Such an audit may :

- To verify compliance with its contractual obligations, the conditions under which the services are provided and/or the contractor's performance, as well as applicable regulatory requirements;
- Concern personal data, the details of which are specified in the Personal Data section of this contract;
- Enable the exercise of the 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 the ACPR, as well as for any person they may appoint, the unconditional right to inspect and audit the way in which the Contractor complies with the applicable contractual and regulatory requirements. Within this framework, the contracting authority, the ACPR and any third parties mandated by them will have full access to all relevant business premises (head offices, operational centers, etc.), to all relevant equipment, systems, networks, information and data used to provide the service, including related financial information, as well as to the Contractor's staff and external auditors, who may be asked to provide written or oral explanations free of charge.

The contracting authority also reserves the right to carry out so-called individual audits and penetration tests at the Contractor’s premises, in order to assess the effectiveness of the measures and processes implemented in terms of cyber security and internal ICT security.

In the event of subcontracting, duly authorized by the contracting authority, the Contractor shall ensure that the subcontractor grants the contracting authority and the ACPR the same contractual rights of access and audit as those granted by the Contractor.

This audit may be carried out at any time at the discretion of the contracting authority, including once the contract has ended, subject to a five (5) year time limit.

The contracting authority, the ACPR or third parties acting on their behalf will notify the Account Contractor in writing one month before the audit is due to take place, 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. To this end, the contracting authority may appoint an independent expert who is not a competitor of the contractor, and who must sign a confidentiality agreement.

The Contractor undertakes to cooperate with the Contracting Authority or its representative and with the ACPR, and to facilitate their audit by providing them with all necessary information and responding to all their requests relating to this audit, within the authorized limits of control listed at the beginning of this article. Should their requests exceed these authorized contractual audit limits, the Contractor will alert the Contracting Authority. Both parties will seek the best means of achieving the above control within the authorized contractual limits.

Throughout the term of the Contract and for the duration of the tax statute of limitations after its termination, the Contractor undertakes to make available to the contracting authority and its appointed auditors all accounting and other documents relating to the services covered by the Contract.

The Contractor undertakes to maintain complete and accurate records of invoices and all documentation associated with the preparation of such invoices.

These archives include (but are not limited to) :

- Physical documents (paper, CD, etc.),
- Electronic documents (e-mails and information stored in electronic databases)

Should the Contracting Authority require the production of documents in the sole and proven possession of the Contractor, the audits will be conducted on the Contractor's premises and must comply with the opening hours, customs and safety regulations in force on the premises in question. The Contracting Authority may gain access to the Licensee's premises after giving 72 hours' notice in writing.

The cost of this audit will be borne by the Contracting Authority, unless it reveals a breach by the Contractor.

16. Reversibility

At any time during the performance of this contract, at the request of the Contracting Authority, and in the event of expiry or termination of all or part of the contract for any reason whatsoever:

The Contractor undertakes to ensure reversibility and to make every legal and human effort to enable the contracting authority, on the date of termination of the Contract, to take over or have taken over by a third party the service which is the subject of the present Contract, in the most coordinated manner possible and under the most economical conditions available to the contracting authority, and in particular allowing the continuity of the service, which is the subject of the Contract, with a minimum of interruptions. To this end, after termination of the Contract and for a transitional period of 3 months, the Contractor will continue to provide the service before it is fully and effectively taken over by the contracting authority or by a new Contractor appointed by the latter.

In the event of termination of the Contract, for whatever reason, the Contractor shall make available to the contracting authority any documents that may be required for the purpose of taking over the service, whether to provide it itself or to entrust it to a third party.

At the request of the contracting authority, the Contractor undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even on an ad hoc basis, made by the contracting authority or by the Contractor appointed by the latter to take over the service covered by the present Contract.

The Parties agree to the following provisions with respect to reversibility assistance services provided by the Licensee:

- if the reversibility is the result of termination or cessation of the Contract, due to a fault or default on the part of the Contracting Authority, or if it is the result of non-renewal at any of the Contract's due dates due to the Contracting Authority, the reversibility assistance services provided by the Contracting Authority will not be invoiced to the Contracting Authority,
- if the reversibility results from the occurrence of a case of force majeure or from the termination of the Contract as a result of shared fault, the costs of reversibility assistance are shared equally,
- if the reversibility is the result of any other cause of interruption to the present Contract, the reversibility assistance services provided by the Contractor will be invoiced to the contracting authority in their entirety.

In this context, the Contractor undertakes to :

- return, in an integrated, usable and agreed format, all data belonging to the contracting authority as well

as personal data previously communicated by the contracting authority,
- destroy any copies of this data and not use it for its own purposes or for the benefit of third parties

The Contractor undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in the event of insolvency, termination or interruption of the Contractor's business activities. It will not subcontract the Service or transfer the data to a third party without the prior written consent of the Contracting Authority, and will refrain from taking any action which might hinder the Contracting Authority's access to the data belonging to it. In the event of voluntary interruption of its business activities related to the Service, the Contractor undertakes to give the Contracting Authority at least 3 months' prior notice, and to ensure the reversibility of the outsourcing of the Service.

17. Termination of the Contract

Articles L 2195-1 et seq. of the French Code de la commande publique and articles 36 to 42 inclusive of the CCAG-PI shall apply, with the following clarifications:

17.1 Termination to the detriment of the contractor

The Contracting Authority may, after formal notice has been given without success, and subject to a notice period of at least fifteen (15) days, terminate the contract to the detriment of the Contractor under the conditions set out in article 39 of the CCAG-PI.

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

- repeated non-performance or poor performance of operational expectations and requirements;
- repeated application of the penalties stipulated in article Penalties of the present SCC, not followed by significant improvement;
- repeated rejection or postponement of services, in application of the provisions of the service verification and validation operations of the Admission - Completion article of the present SCC;
- failure to comply with the provisions of Appendix 1 of the present SCC "Safety".

The breaches referred to above must be recorded in advance by the parties in the Steering Committee.

The Contracting Authority also reserves the right to terminate the contract with the Contractor if:

- the Contractor no longer holds the certifications and approvals required to perform the Service;
- When the processing, management or security of confidential information and personal or sensitive data show weaknesses such that the integrity, security, confidentiality or fair processing of such information and data appear to be compromised.

Termination for fault is without prejudice to any other action, in particular criminal action, which may be brought against the Licensee in such a case.

In the event of termination for fault :

- articles 27 and 39 of the CCAG PI shall apply, with the following clarifications: the contracting authority may arrange for a third party to perform the services provided for in the contract at the contractor's expense and risk, under the conditions defined in article 27 of the CCAG PI. The decision to terminate the contract must expressly mention this;
- The contractor is not entitled to any compensation;
- By derogation and in addition to articles 39 and 41.3 of the CCAG PI, the fraction of services already performed by the contractor is remunerated with a 10% discount.

- The contractor shall compensate the contracting authority for all costs and/or damages incurred and prejudice suffered by the contracting authority as a direct or indirect result of the termination of the contract, and in particular, if applicable, the costs incurred by the contracting authority as a result of the substitution of the contractor by a new Contractor.

In the event of termination pursuant to article L2195-4 of the French Public Procurement Code, the equivalent offences provided for by the legislation of another country outside the European Union will also apply.

In addition to article 39 of the CCAG PI, in the event of failure to produce, within 8 days of acceptance of a subcontract of the second rank and above presented by the subcontractor of rank 1 and above, a personal and joint surety guaranteeing payment of all sums owed by them to the subcontractor of the second rank and above, and after formal notice to the subcontractor of rank 1 and above and to the Contractor, which has remained without effect for a period of 8 days, the contract will be terminated to the detriment of the Contractor without the latter being entitled to claim compensation and, where applicable, with performance of the services at its expense and risk.

17.2 Termination for reasons of public interest

In the event of termination for reasons of public interest, or at the request of the ACPR, the termination indemnity is set at 5% of the contract amount excluding VAT, less the unrevised amount excluding VAT of the services accepted.

17.3 Termination for failure to comply with the formalities relating to the fight against illegal work

In accordance with articles L 8222-1 and D 8222-5 of the French Labour Code and article 15.2 "Declaration by the service provider", the Service Provider must provide documents every six (6) years upon signing of the Contract The following documents shall be kept up to the end of the performance of the Contract:

- a certificate of provision of social security declarations issued by the social protection body responsible for collecting the social security contributions incumbent on the Service Provider and dated less than six (6) months ago; this certificate must bear the mention of the payment of social security contributions and contributions which must show the identification of the enterprise, the number of employees and the remuneration base declared on the last summary of social security contributions sent to the collection agency;
- an extract of the entry in the Trade and Companies Register] or [a copy of the identification card justifying registration in the Trades Register] or [a receipt for filing a declaration with a business formalities centre];
- a certificate of honour drawn up by the Service Provider certifying that its employees have received pay slips in accordance with French regulations.

Pursuant to article L 8222-6 of the French Labour Code, AFD reserves the right to impose a penalty on the Service Provider who does not comply with the formalities mentioned in articles L 8221-3 to L 8221-5 of the Labour Code relating to undeclared work by concealment of activity and concealment of salaried employment.

Without prejudice to Articles L. 8222-1 to L. 8222-3, any legal person under public law who has contracted with an undertaking, informed in writing by a control officer of the irregular situation of that undertaking in respect of the formalities referred to in Articles L. 8221-3 and L. 8221-5, immediately ordered the company to put an end to this situation without delay. The undertaking so served shall, within two months, provide the public person with proof that it has put an end to the criminal situation. Otherwise, the contract may be

terminated without compensation at the expense and risk of the contractor. The legal person under public law shall inform the agent who is responsible of the action taken by the undertaking in response to its injunction. Failing to comply with the obligations arising from the first and third paragraphs of this article or, in case of continuation of the contract, if proof of the end of the tortious situation has not been provided within six months after the formal notice, the legal person governed by public law is jointly and severally liable with its co-contracting party for payment of the sums referred to in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3

18. Disputes

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

French law alone shall apply.

In the event of a dispute, the Paris Administrative Court shall have jurisdiction.

19. Provisions applicable in the event of foreign contractor

French law alone is applicable to this contract.

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

20. Deviations from general documents

Notwithstanding Article 1 of the CCAG-PI, derogations from the provisions of the General Conditions of Contract are not summarized in this article, but are expressly indicated as the article progresses.

21. Acceptance of advance payment

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

Sole Contractor or authorised representative :

□ Refuses to accept the advance payment

□ Accepts advance payment

Please note that if no choice is made, the contracting authority will consider that the company refuses to accept the advance payment.

Collection of the advance by co-contractors and sub-contractors is indicated in the appendices.

The advance will be paid and cancelled in accordance with the conditions set out in the Advance article of the CCAP, which also specifies the guarantees to be provided by the company or companies.

22. Candidate's signature

The candidate is reminded that signing the present Contract means acceptance of all contractual documents.

The Contractor adheres to the Contractor Relations Charter presented here and undertakes to respect the principles and commitments set out above, throughout the purchasing process and the contractual relationship with the AFD Group.

The Contractor also undertakes to ensure that all its employees, including temporary and interim staff, partners, Contractors and subcontractors are aware of and comply with the commitments set out in this Charter.

Signed in a single original

At : ……
The : …….

Signature(s) of the contractor or, in the case of a consortium, of the authorized representative or of each member of the consortium:

23. Acceptance of the offer by the Contracting Authority

The subcontractors proposed in the subcontracting documents attached to the present contract are accepted as being entitled to direct payment and the terms of payment indicated are approved.

The present offer is hereby accepted as valid and binding.

At : ……
The : …….

The Contracting Authority

Annex to the letter of agreement

DECLARATION OF SUBCONTRACTING

Contracting authority : Agence Française de Développement

- Designation of the buyer:

.....

.....

- Person authorised to provide information related to collaterals and assignment of receivables:

.....

.....

Subject-matter of the contract :

Subject-matter of the procurement procedure: Integrated Water Resources Management and Food Security in Egypt

This document sets out the terms and conditions under which the Contracting Authority entrusts the execution of the contract to the Contractor, who accepts the assignment.

The contract aims to support the preparation of projects addressing food security challenges in Egypt, specifically the National Drainage Program IV - Phase I (NDP IV) project, for which the Egyptian government has requested funding from AFD.

The contract covers all services and deliverables required to implement the financial and technical support provided by AFD to address food security challenges in Egypt, including: preparing the terms of reference and the tender dossier for the Technical Assistance contract associated with AFD's funding for the National Drainage Program IV - Phase I (NDP IV) project; drafting the concept note to secure funding for this technical assistance from the Blue Mediterranean Partnership (BMP); preparing the application form for the European Union's "Transforming Irrigation Assets" facility; and supporting the AFD project team in its dialogue with national counterparts and co-financiers.

Subject-matter of the declaration of the subcontractor

This declaration of subcontracting constitutes:

☐ An annex to the bidder's offer.

☐ A special act of acceptance of the subcontractor and of approval of its terms of payment (subcontractor introduced after award of the contract).

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

Identification of the bidder or holder

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

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

Legal form of the individual bidder, holder or member of the consortium (individual company, public limited company, limited liability company, oneperson limited liability undertakings, association, public agency, etc.):

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

In the event of a temporary consortium of companies, identification and contact details of the agent of the consortium:

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

Identification of the subcontractor:

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

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

Legal form of the individual bidder, holder or member of the consortium (individual company, public limited company, limited liability company, oneperson limited liability undertakings, association, public agency, etc.):

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

Individual(s) with authority to engage the subcontractor: (Indicate the surname, first name and position of each person):

.....
.....

.....

Is the subcontractor a micro, small or medium-sized enterprise within the meaning of the Commission 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 amended Law of 5 July 1996 No 96-603 on the development and promotion of trade and crafts (Articles R. 2151-13 and R. 2351-12 of the Public Procurement Code)?

☐ YES ☐ NO

Nature of the subcontracted services:

Nature of the subcontracted services: .....
.....

Subcontracting of personal data processing (to be completed if necessary):

The subcontractor is authorised to process the personal data necessary to provide the following service(s):.....

The duration of the processing is: .....

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

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

The personal data processed are:.....

The categories of persons concerned are: .....

The bidder/holder declares that:

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

☐ The contract for subcontracting incorporates the mandatory clauses provided for in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (RGPD).

Price of the subcontracted services:

Amount of subcontracted services:

In the event that the subcontractor is entitled to direct payment, the amount of subcontracted services indicated below, revalued where applicable by applying the price variation formula indicated below,

constitutes the maximum amount of sums to be paid by direct payment to the subcontractor.

a) Amount of the subcontract in the event of services not covered by (b) below:
- VAT rate: ……..
- Amount excluding VAT: ……..
- Amount including VAT: ……

b) Amount of the subcontract in the event of subcontracted works falling within the scope of Article 283-2h of the General Tax Code::
- VAT rate: reverse charge (VAT is due by the holder)
- Amount excluding VAT: ……..

Modalities of price variation: .....
.....

The holder declares that his subcontractor meets the conditions to be **entitled to direct payment** (article R. 2193-10 or article R. 2393-33 of the Public Procurement Code)**:**
☐ YES ☐ NO

Payment terms :

(Attach a bank or postal identity statement, only if the subcontractor is not already referenced by AFD)
(Attach a bank or postal ID statement.)

Name of the bank: .....
.....

Account number: .....
.....

The subcontractor is requesting an advance: ☐ YES ☐ NO

Capacities of the subcontractor:

Note: this information is only required when requested by the buyer and has not already been provided under DC2 - see DC2 item H.)

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

se référer au règlement de la consultation

Where applicable, the internet address at which the supporting documents and means of proof are directly

accessible free of charge, as well as all the information necessary to access them:

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

- Information required for access: .....
.....

Declarations on the subcontractor's honour with regard to exclusions from the procedure:

The subcontractor declares on his honour (*) that he does not fall into one of the cases of exclusion 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 (**).

To certify that the subcontractor is not prohibited from bidding in one of these cases, tick the following box: -☐

(*)Where, during the procurement procedure, an economic operator is 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, it shall immediately inform the buyer of this change in situation.
(**) In the event that the subcontractor is admitted to legal redress proceedings, his attention is drawn to the fact that he must prove that he has been authorised to continue his activities during the foreseeable period of performance of the public contract.

Documents of proof available online:

Where applicable, the internet address at which the supporting documents and means of proof 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 for access: .....
.....

Assignment or pledge of receivables resulting from the public contract.

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

The contractor shall determine that no assignment or pledge of receivables resulting from the public contract shall prevent the direct payment of the subcontractor, under the conditions provided for in Article R. 2193-22 or Article R. 2393-40 of the Public Procurement Code.
As a result, the holder produces with the DC4:

☐ The single copy or certificate of assignability of the public contract issued to it,

OR

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

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

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

OR

☐ As the single copy or the certificate of assignability has been submitted for the purpose of an assignment or pledge of receivables and cannot be returned, the holder shall justify either that the assignment or pledge of receivables relating to the public contract does not prevent the direct payment of the subcontracted party, or that its amount has been reduced in order to make such payment possible.

This justification shall be provided by a certificate or release from the beneficiary of the assignment or pledge of receivables resulting from the contract attached to this document.

Acceptance and approval of the subcontractor's payment terms.

At ……., on …… At ……., on ……

The subcontractor: The bidder or holder:

…… ……

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

At ..... , on ……..

The buyer's representative:

Notification of the special act to the holder

In the event of a registered letter with acknowledgement of receipt:

(Paste in this box the postal receipt, dated and signed by the holder.)

In the event of delivery against receipt:

The holder shall receive a copy of this special act by way of notification:

At ……., on ……..

Annex to the letter of agreement

DESIGNATION OF JOINT-CONTRACTORS AND ALLOCATION OF SERVICES

One copy per joint contractor shall be completed:

Candidate's business name and legal name:
.....
Address of establishment:
.....
.....
.....
Head office address (if different from the above):
.....
.....
.....
Email address: .....
Phone number: .....
Fax: .....
SIRET : ..... APE : .....
Intra-Community VAT number: .....

Agrees to receive the advance payment:
☐ Yes
☐ No

Banking institution:
Bank code: ..... Counter code: ..... Account number: ..... RIB key: .....
IBAN: .....
Swift Code: .....

Enterprise	Concerned services	Amount excluding tax	T.V.A.	Amount tax included
Company name : …… …… …… …… …… ……				
Company name : …… …… …… …… …… ……				
Company name : …… …… …… …… …… ……				
Company name : …… …… …… …… …… ……				
Company name : …… …… …… …… …… ……				
	Total			

Annex to the letter of agreement
PLEDGE OR ASSIGNMENT OF RECEIVABLES

☐ **Certificate of assignability** issued (1) on …….. at ……

OR

☐ **Copy delivered in a single copy** (1) to be provided to the credit institution in the event of an assignment or pledge of a receivable of:

☐ The totality of the contract whose amount is (*indicate the amount in figures and letters*): ……

……

……

☐ The totality of purchase order n°……under to the contract *(indicate the amount in figures and letters)*:

……

……

……

☐ The portion of the services that the holder does not intend to outsource to subcontractors benefiting from direct payment is estimated at *(indicate the amount in figures and letters)*: ……

……

……

☐ The portion of the services estimated at *(indicate the amount in figures and letters)* : ……

……

to be implemented by

……

in quality of:

☐ member of a consortium

☐ subcontractor

At …….. on ……..

Signature (2)

(1) Tick the box corresponding to your choice, either a certification of transferability or a copy issued in a single copy
(2) Original date and signature

ANNEX - RGPD

ARTICLE XXX - PROTECTION OF PERSONAL DATA

In the context of the performance of the contract, XXX may have access to and process personal data, within the meaning of the General Data Protection Regulation (EU) 2016/679 (hereinafter "the Data"), on behalf of AFD.

a) Supplier's obligations towards AFD

The Service Provider undertakes to:

- Process the Data only for the purpose(s) necessary for the performance of the services and in accordance with AFD's documented instructions. If the Supplier considers that an investigation constitutes a violation of the Regulation or any other provision of Union law or of the law of Member States relating to data protection, it shall immediately inform AFD;
- Not to transfer the Data outside the European Economic Area, within the meaning of the applicable regulations, unless prior express consent has been obtained from AFD;
- Implement all appropriate measures to guarantee the confidentiality of the Data processed under this contract;
- Disclose the Data only to persons duly authorised, by virtue of their functions, to receive it, whether private, public, natural or legal persons;
- Do not make any copies of the Data except as necessary for the performance of its functions. If applicable, delete all copies made at the end of the Service;
- Immediately notify AFD of any incident found that would potentially constitute a data breach, as defined by applicable regulations. This notification will be made to the following address: #DPO_notification@afd.fr

This notification must be accompanied by all relevant information to enable AFD, if necessary, to notify this violation to the competent supervisory authority.

- Ensure that the persons authorized to process Personal Data under this contract:
- undertake to respect confidentiality or are subject to an appropriate legal obligation of confidentiality;
- receive the necessary training in the protection of personal data
- undertake to comply with AFD's security instructions

Insofar as the Supplier has appointed a Data Protection Officer, it undertakes to communicate the name and contact details to AFD. In addition, the Service Provider declares that it keeps a written record of all categories of processing activities carried out on behalf of the AFD, including all the information required pursuant to Article 30 (2) of the Regulation.

b) Description of the processing in which the Service Provider is involved in the provision of the service

Nature of the operations carried out on the Data:

Delete, from the following proposals, actions not included in the processing carried out by the Subcontractor: collection, recording, organisation, structuring, storage, adaptation or modification, extraction, consultation, use, communication by transmission, dissemination or any other form of making available, matching or interconnection, limitation, deletion or destruction]

Purpose(s) of the processing operation:

(Complete with the objectives pursued by the processing operation in question)

Categories of personal data processed:

(Check the relevant boxes)

☐ Civil status, Identity, Identification data
☐ Personnal life (lifestyle, family situation, etc.)
☐ Professional Life (CV, professional e-mail address, professional training, academic background, etc.)
☐Informations of an economic and financial nature (income, financial situation, tax situation, etc.)
☐ Data (IP address, connection logs, etc.)
☐ Data for location (movements, GPS data, GSM, etc.)
☐ Other :

Categories of persons concerned:

(Check the relevant boxes)

☐ Employees
☐ Candidates
☐ Suppliers and service providers
☐ Visitors to the site
☐ Prospects
☐ Partners Partners
☐ Other:

c) AFD's power of investigation

The Service Provider is required at all times to comply with AFD's general and specific instructions relating to the processing of the Data. The Supplier may only transmit Data to third parties with AFD's prior written consent.

(d) Information to data subjects

The Supplier undertakes to inform the persons whose data are processed under this contract of the processing of their data.

The Supplier undertakes in particular to inform these persons of the following purposes of the processing:
- Follow-up of the mission that may be entrusted to it
- Assessment of the quality of the service provided
- Creation and operation of a file listing the service providers used by AFD

The Service Provider also undertakes to communicate to persons acting under its responsibility the AFD's confidentiality policy and the address of the AFD DPO (informatique.libertes@afd.fr). AFD's DPO will thus be able to answer all questions relating to the processing of their personal data.