PUBLIC MARKET FOR INTELLECTUAL SERVICES

French Development Agency
5 Rue Roland BARTHES
75012 PARIS

SUBJECT: Facilitation for the Civil Society Organizations (CSOs) and Public Development Banks (PDBs) coalition of FICS.

Contract No. OSC-2026-0346

Procurement procedure

Adapted open – Pursuant to Articles R. 2123-1 to R. 2123-7 of the Public Procurement Code

WARNING
This document may only be amended to supplement:

The identification of the Holder;
The "Price" article;
Any annexes.
Acceptance of the advance (if applicable)

UNDER PENALTY OF REJECTION OF YOUR OFFER

BETWEEN

THE FRENCH DEVELOPMENT AGENCY (AFD)

Public institution headquartered in 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 Purchasing Department, acting pursuant to the powers conferred on them for this purpose,

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

AND

La société _____, domiciliée _____, inscrite au Registre du Commerce and Companies _____ under the 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 hold an insurance policy guaranteeing all the responsibilities I incur.
- I CONFIRM, under penalty of automatic termination of the contract, that the proposed subcontractors are
  also holders of insurance policies guaranteeing the responsibilities they incur.

☐ **Identity and quality of the signatory: Madam/Sir ……..**

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

☐ **Identity of the agent [(1)]: Sir/Madam ……**

- ☐ of the joint group
- ☐ attached to the joint grouping
- ☐ not in solidarity with the joint group

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

Applicant's trade name and corporate name:

……

Business address:

……..

……

……..

Registered Office Address: *(if different from Business)*

……..

……..

……..

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

Phone: .....

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

.....

APE: .....

Intra-Community VAT no.: .....

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

IT WAS AGREED AND SETTLES THE FOLLOWING:

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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 the 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 an ethical charter available on its website: www.afd.fr

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

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

1.2 Definitions

Acts of Corruption:

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

Act of Fraud:

Means any disloyal manoeuvre (action or omission), whether criminally charged or not, intended
à deliberately mislead others, intentionally conceal information from them or surprise or vitiate their consent, circumvent legal or regulatory obligations and/or violate internal rules in order to obtain an illegitimate benefit.

Contract:

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

CCTP

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

Personal data:

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

Agreement:

Means concerted actions, agreements, express or tacit understandings or coalitions, including through the direct or indirect intermediary of a company of the group established in any country, particularly within the meaning of Article 420-1 of the French Commercial Code, where they have the purpose or may have the effect of preventing, restricting or distorting competition in a market, in particular where they tend to:

- Restrict access to the market or the free exercise of competition by other undertakings;
- To prevent price setting through free market forces by artificially promoting their rise or fall;
- Limit or control production, markets, investment or technical progress;
- Allocate markets or sources of supply.

Confidential Information:

Designates:

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

Agent:

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

Staff:

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

Service:

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

Outsourced Core Service Delivery:

The Order of November 3, 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 obliged enterprise has been authorised;
- Related operations;
- Services directly involved in carrying out the operations or services mentioned above;
- Any provision of services where an anomaly or a failure in its exercise is likely to seriously impair the ability of the enterprise subject to comply on an ongoing basis with the conditions and obligations of its approval and those relating to the exercise of its activity, to his performances

financial or to the continuity of its services and activities.

Holder:

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

2. Purpose of the Contract - General Provisions

2.1 Subject of the Contract

This Contract defines the conditions under which the Contracting Authority entrusts the Holder, who accepts it, with the provision of the following services: Facilitation for the coalition between CSOs and the FICS Public Development Banks.

Place(s) of execution: Headquarters of the incumbent and missions planned in France and exceptionally outside France.

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

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

The Contractor undertakes to ensure that its staff comply with all the instructions and regulations in force from the Contracting Authority (security, software protection, internal regulations). and in particular the charter relating to the use of IT and electronic communication tools, which is available on the Contracting Authority's intranet site.

2.2 General Form of the Contract

This Contract is a lump-sum Contract

2.3 Sous-traitance

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

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

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

The Contractor undertakes to ensure that any prospective subcontractor has professional civil liability insurance covering the risks associated with the services entrusted to them (i.e. the share of their service),

À In the event of default, the Account Holder remains liable for the services subcontracted and must ensure that their own insurance covers the risks associated with their provision.

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

- Notification to the Contracting Authority by the Holder of his intention to subcontract part of the Service covered by the Contract, indicating the references of the envisaged subcontractor(s), a

precise description of the part of the Service subcontracted, its amount, and the planned payment conditions;

- The Contracting Authority shall have a period of fifteen (15) business days following receipt of the notification to notify the Holder in writing of its acceptance or refusal;
- In the event of acceptance, the Contractor will provide the Contracting Authority with a copy of the corresponding subcontract(s) as soon as possible.

2.4 Contract Amendment - Review Clause

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

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

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

2.5 Similar benefits

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

2.6 Applicable nomenclatures

2.6.1 Nomenclature of the Contracting Authority

Year	**Number**	**Designation**
2026	D02.28	Finance (MOAD)

2.6.2 CPV Nomenclature

CPV Number	**Appointment of the CPV**
71241000-9	Feasibility studies, consultancy service, analysis

3. Contract documents

By way of derogation from Article 4.1 of the CCAG PI, in the event of a 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;**

- **The specific technical specifications book (C.C.T.P) and any annexes, of which the original copy kept in the buyer's archives alone is the sole proof;**
- **The general administrative specifications for public contracts for intellectual services (CCAG PI) approved by the order of March 30, 2021 (published in the Official Journal No. 0078 of April 1, 2021);**
- **The Holder's offer;**
- **Special acts of subcontracting and any amending acts, subsequent to the notification of the contract.**

4. Conditions for performance of benefits

The services must comply with the stipulations 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 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 materials necessary for the proper execution of the Service.

The Holder must perform the Service in a professional manner and in accordance with the rules of the art.

4.1 Mission Staff

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

The Account Holder may replace one or more Staff members in the event that said member(s) fail to perform their duties, 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 this replacement does not result in any delay for the Contracting Authority with regard to the schedule for performing the Service, and (iii) having obtained the prior written agreement of the Contracting Authority on the proposed person(s). The replacement must then be done immediately. The Holder will bear the cost of all associated costs.

The Staff will intervene under the supervision, legal, hierarchical and disciplinary responsibility of the Holder. The Holder therefore undertakes to carry out all applicable formalities in accordance with the regulations in force, which are the responsibility of the employer, particularly those concerning labor law, social security coverage, and tax obligations. The Staff will in all circumstances be under the sole authority of the Holder and will be liable for its activity exclusively and directly to the latter.

The Account Holder undertakes to take the necessary steps to ensure that the Staff is able to carry out their mission both in France and in the country where the mission takes place. He shall in particular carry out the relevant formalities.

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

4.2 CSR technical specifications and Contract execution

4.2.1 Reducing carbon emissions and energy consumption

As part of the execution of this contract, the Holder is required to implement one or more actions to reduce carbon emissions and energy consumption from the purchase, which may cover, but are not limited to, business trips, the digital, and the holder's purchases related to the subject of the contract.

With regard to business travel, the consultant is invited to propose an approach for reducing emissions from travel (rules applicable to travel, choice of modes of transport that emit less carbon where possible, etc.).

The contractor shall describe in his technical memorandum the measures taken that apply to the subject of the contract, and where appropriate the indicator(s) used to monitor them.

The Contractor shall communicate, at the request of the Contracting Authority, at the end of each calendar year and/or at the end of the contract, the result of the action(s) implemented.

4.3 Safety

The Holder undertakes to comply with all applicable laws and regulations on security, and to take the measures required to ensure the safety of its staff, for which it is solely responsible. The Contracting Authority is not responsible for the security of individuals or personnel of legal entities to which the Holder would entrust or delegate, in any manner whatsoever, all or part of the realization of the Service(s).

The Holder is solely responsible for the safety of individuals or personnel of legal entities to which he/she would entrust or delegate, in any manner whatsoever, all or part of the performance of the Services. The Contracting Authority is not responsible for security procedures and managing the security of these persons and their staff.

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

When the area(s) in which the Service is implemented becomes/become the subject of an orange or red zone classification by the French Ministry for Europe and Foreign Affairs during the contract execution, the Contractor undertakes to suspend its activities in the area(s) concerned and to transmit its security documentation to a specialized external body, designated and financed by the Contracting Authority. The specialized external body will carry out a review of it and will transmit its recommendations to the only Holder, who will decide on the follow-up to be given under his sole responsibility. The external specialized body shall send the Contracting Authority a certificate drawn up by it certifying the review of the documentation submitted. A new intervention in the zone(s) concerned cannot be organised before the Contracting Authority receives this certificate.

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

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

4.4 Suspension on grounds of serious and imminent risk

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

The Holder shall inform the Contracting Authority without delay.

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

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

The Contractor shall continue to fulfill its obligations under this contract and take all measures to minimize the consequences of the demobilization of staff or any relevant party and any possible suspension of benefits. The parties shall determine, where necessary, any adjustments to this contract to ensure that the services continue to be provided.

In the event that the Holder is permanently prevented from executing this contract, Article 38.1 of the CCAG PI "Difficulties in executing the contract" shall apply.

5. Duration of the Contract – Execution times - Renewal

5.1 Contract Term

The total duration of the Contract is set at 36 months.

It will start to run from the market notification.

5.2 Turnaround Times

Service delivery times are expected on:

Time period	Execution time
Firm period	12 Months

5.3 Renewal

The Contract may be renewed once as follows:

Time period	Execution time
Renewal period 1	12 months

Renewal is tacit.

If the contracting authority does not wish to renew the contract, it shall make an express decision of non-renewal which shall be notified to the holder at the latest within 15 calendar days before the contract expires.

The holder does not have the option to refuse the renewal of the contract.

6. Prices and price changes

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

- **Firm period:**

Amount excluding tax (in figures) (€): ……

VAT amount at the rate of: 00%

Amount including tax (in figures) (€): ……

Amount including tax (in words) (€): ……

- **Renewal period 1:**

Amount excluding tax (in figures) (€): ……

VAT amount at the rate of: 00%

Amount including tax (in figures) (€): ……

Amount including tax (in words) (€): ……

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

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

The Holder ensures the logistical organization of the trip.

Reimbursement of mission expenses shall be made on the basis of expenses actually incurred, justified and validated by the contracting authority, within the aforementioned ceiling.

In accordance with Article 9.4 of this contract, this procedure falls within the scope of a French VAT exemption. If local VAT applies, please do not include it in the financial annex, but rather include it directly in the daily rates.

6.1 Contract Pricing Method

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

6.2 Price content

By way of derogation from Article 10.1.3 of the CCAG PI, all amounts set out in this contract are deemed to include all constraints normally foreseeable for the performance of the services covered by the contract, all expenses resulting from the performance of the services, so that the contracting authority has nothing

to be paid in addition.

The price includes, in particular, salaries, all premiums, insurance, allowances, social charges, and any taxes inherent to the market, overhead costs, etc.

The Holder is solely responsible for organizing and taking charge of all the means necessary for carrying out his missions.

The Holder shall prepare a technical and financial report at the end of the trip, including a summary of expenses, associated supporting documents, as well as a summary of lessons learned and recommendations resulting from the trip.

6.3 Regarding mission expenses

6.3.1 Rules applicable to transport

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

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

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

Regarding air transport, the default travel conditions are those corresponding to the class Economical for airlines. Business trips can be made in class Business when one of the following conditions is met:

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

- the trip is made at night;

- if there is no flight at the Economy or Premium fare for the period during which the trip must be made (with the prior written approval of the AFD)

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

Reimbursement of mission expenses shall be made on the basis of expenses actually incurred, justified and validated by the Contracting Authority, within the **limit of the price indicated in the financial annex**, and within the framework of the indications set out above

6.3.2 The per diem

Mission fees will be paid in fixed-price units for daily allowances based on the actual quantities consumed, under the conditions indicated below:

The per diem covers accommodation, meals, transport costs within the mission area and miscellaneous expenses.

The amount of daily per diem may not exceed the scale established by the European Union (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-

diem-rates_fr).

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

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

6.4 Price change

The market prices are firm and final

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

This month is called "month zero".

7. Advance

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

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

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

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

The advance rate is set at 10% of the contract amount, including tax.

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

8. Retention monies

No security will be withheld.

9. Settlement of accounts to the holder

9.1 Price Settlement Terms

9.1.1 Price settlement

Periods	Deadline of payment	Schedule of payment	Deliverables / payment basis
Firm period	**Payment No. 1**	**10 % of the firm period**	• Scoping Note
Firm period	**Payment #2**	**30 % of the amount of Firm period**	• Action plan for year 1+ Quarterly report 1
Firm period	**Payment #3**	**15% of the amount of Firm period**	• Quarterly Report 2
Firm period	**Payment #4**	**15% of the amount of Firm period**	• Quarterly Report 3
Firm period	**Payment #5**	**30 % of the amount of Firm period**	• Quarterly report 4 + Action plan for the year Next: 30%
Time period of renewal 1	**Payment**	**25% of the amount of period of renewal 1**	• 4 quarterly reports scheduled for this period. Each report will be refunded at 25% of the amount of the period.

As a reminder, mission expenses (travel expenses, per diem, security costs) will be reimbursed in full on the basis of an invoice line independent of the daily rates of the consultants mobilized. This invoice must be accompanied by supporting documents attesting to the expenses incurred in support of the mission. All expenses that are not associated with relevant supporting documents and comply with the expenses authorized by this Contract, will be considered as unincurred expenses in support of the execution of the mission and will not be reimbursed.

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

9.1.2 Payment requests

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

- market references;
- the amount of services received, established in accordance with the provisions 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 lump-sum prices and the breakdown of unit prices;
- in the case of subcontracting, the nature of the services performed by the subcontractor, their total amount excluding taxes, their amount including tax as well as, where applicable, 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;
- any penalties for late payment;
- advances to be repaid;
- the amount of VAT or, where applicable, the benefit of an exemption
- the amount including tax

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

9.1.3 Transmission of payment requests

The filing, transmission and receipt of electronic invoices are carried out exclusively on the Chorus Pro billing portal. When an invoice is transmitted outside this portal, the Contracting Authority may reject it after reminding the issuer of this obligation and inviting 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 AGENCY FOR DEVELOPMENT
SIRET:	77566559900129
CHORUS Service Code:	PAR-MOA-016
Market Number:	OSC-2026-0346
Project number:	CFR1676 01 C

9.2 Regulations in case of joint and several co-owners

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

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

The representative of the grouping 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 joint and several contractor shall not call into question the solidarity of the joint and several contractors.

9.3 Payment deadlines

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

9.4 VAT

This Contract is not subject to Value Added Tax (VAT) at the rate in force on the day of the event giving rise to it.

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

- the market finances a cooperation project for the benefit of a country outside the European community,
- the provision consists of information, advisory, study or research services,
- the result of the services is communicated to the country concerned and
- the intervention framework of the service is oriented in such a way as to highlight the certain benefit of the service for the country concerned.

AFD considers that the contract meets the above conditions enabling the Holder to avail itself of the exemption.

9.5 Interest on arrears

Failure to pay advances, deposits, partial final payments, or the balance within the period set by the Contract gives rise to interest on arrears, calculated from the day following the expiry of said period (or the deadline specified by 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 most recent main refinancing operations in force on the first day of the half-year of the calendar year during from which interest on late payments began to accrue, increased by eight percentage points.

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

10. Penalties

10.1 Procedures for applying penalties

By way of derogation from Article 14 of the CCAG PI, the penalties defined in the articles below apply.

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

The penalties are cumulative and not in lieu of discharge; they do not prejudge 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 any surplus, if any, must be returned by the Holder to the Contracting Authority at its first request.

10.2 Late penalties

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

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

In accordance with Article 14.1.2 of the CCAG PI, the total amount of late payment penalties may not exceed 10% of the total amount excluding tax of the tranche in question. By way of derogation from Article 14.1.3 of the CCAG PI, the holder will not be exempt from penalties whose total amount does not exceed €1,000 excluding tax for the entire contract.

10.3 Other penalties

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

-Breach penalties: - Failure to comply with labor protection obligations and
conditions - Failure to comply with formalities relating to the fight against illegal work: €160 without prejudging
for the termination of the contract without compensation - Failure to comply with the clauses of the technical memorandum: €500 - Thenon- -
compliance with the legislation on the protection of personal data: €150

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

10.3.1 Penalties for breach of security or confidentiality obligations

The duty of confidentiality is an essential obligation of this Agreement.

The violation of security measures or the obligation of confidentiality set out in Article 5 of the CCAG PI is such as to result, in particular, in the termination of this Agreement for serious misconduct under the terms of Article 39 of the CCAG PI and exposes the Holder to the following penalties (by way of derogation from Article 14.2 of the CCAG-PI):

In the event of failure to comply with security and protection rules for Confidential Information not involving Personal Data: application of a flat-rate penalty of between 0.5% and 1% of the executed amount of the Contract on the date of establishment of the triggering event;

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

10.3.2 Penalties for enforcement at fees and risks

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

11. Termination of the performance of the service

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

By way of derogation from Article 22 of the CCAG PI, where the suspension of performance of the service at the end of a technical phase is temporary, it does not entail termination of the contract. In other cases, the judgment entails termination of the contract. The decision made specifies whether the judgment is temporary or final.

12. Admission – Completion of the mission

Upon receipt of the deliverables, the Contracting Authority will have 15 business days to approve or not the deliverables. If the Contracting Authority wishes to amend the deliverable, it will communicate its comments on these deliverables to the Holder at the latest 15 business days after their receipt. The Holder will have 7 business days to take these comments into account and propose a new version of the deliverable. This process may be renewed as long as the Contracting Authority is not satisfied with the deliverables.

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

13. Insurance – Liability

In accordance with Article 9 of the CCAG PI, the Holder must take out insurance to ensure his liability to 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, depending on 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 grouping: civil and/or professional liability insurance will cover the services performed by all members (including any subcontractors).
- The special case of the joint and several representative of the joint group: the representative's insurance must cover all the services covered by the contract (including any subcontractors).

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

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

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

14. Intellectual property – Use of results

14.1 Prior Knowledge Regime and Standard Prior Knowledge

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

14.2 Performance management system

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

14.2.1 Copyright Assignment

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

More specifically, the Assignment includes rights:

- to use, reproduce, preserve, distribute, communicate, perform, translate, exploit, broadcast, or represent the Service;
- for promotional, commercial or non-commercial, public or private purposes, including but not limited to exhibitions, information operations or public relations);
- in a partial or complete manner on any medium, current or future, and in particular paper, optical, digital, magnetic or any other computer, electronic or telecommunication medium.

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

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

14.2.2 Assignment Guarantees

Throughout the duration of the Transfer, the Holder (i) undertakes not to distribute the Service in 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 all disturbances, claims and evictions of any kind. In particular, it guarantees that it has duly acquired all the rights, particularly intellectual property rights, necessary for the Transfer.

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

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

14.2.3 Assignment Fee

The price of the Transfer is definitively included in the remuneration for the Contract. The Holder acknowledges

that he is aware of it and may not claim any additional amount under the Transfer.

15. Review of the security plan

At the time of the contract notification, if the area(s) where the Service is implemented are classified as orange or red by the French Ministry for Europe and Foreign Affairs, The Contractor undertakes to submit its security plan to a specialized external body designated and funded by the Contracting Authority. This transmission takes place as soon as the contract is notified and before any movement or intervention in this area(s).

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

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

16. Supplementary clauses

16.1 Judicial administration or liquidation

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

The judgment instituting judicial reorganization or liquidation shall be notified immediately to the contracting authority by the holder of the contract. The same applies to any judgment or decision that may affect the performance of the contract.

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

In the event of a negative response or of no response within one month from the date of sending of the formal notice, termination of the contract shall be pronounced. This period of one month may be extended or shortened if, before the expiry of the said period, the supervisory judge has granted an extension to the administrator or liquidator or has given him a shorter time limit.

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

16.2 Declaration and obligations of the Holder

16.2.1 Holder's Statement

The necessary authorizations under the Contract and the insurance relating to the Service shall be borne by the Service Provider. The Service Provider declares that it will subscribe and maintain, and will ensure that its Staff has insurance covering all risks related to the performance of the Service. The Service Provider

will provide the AFD, at the latter's request, with the corresponding insurance certificate(s).
The Service Provider declares:

- that he has obtained from the competent authorities all the necessary authorizations to carry on his 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 signature of the Contract, then regularly depending on the validity period of each document:
- The valid document certifying the effective 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 the certificates issued by the Contracting Authority.

16.2.2 Confidentiality Obligation

The Holder, acting both for himself and on behalf of the Staff whom he is surety for, 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 treated with the same degree of care and protection as is afforded to their own equally important confidential information;
- are transmitted internally only to the Staff;
- are not used for any purpose other than that defined by the Contract.

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

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

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

16.2.3 Powers of the Holder

The Holder has no power to act in the name and on behalf of the Contracting Authority or for

engage the latter, except for an express and special mandate granted to it by the Contracting Authority on a case-by-case basis. The Contracting Authority remains sole judge of any decisions to be taken on the proposals submitted to it by the Contractor at the end of the Service.

16.2.4 Integrity Clause

The Holder declares and undertakes to:

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

16.2.5 Personal Data

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

Also, if applicable, the Holder undertakes to:

- not 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 for the performance of the Contract,
- respect the principle of relevance and proportionality of the personal data processed and, consequently, to collect/process only the Data strictly necessary for the provision of the Services. In any event, the Holder undertakes to act only on written and prior instructions from the Contracting Authority, which may, spontaneously or at the request of the Holder, specify in writing the categories of personal data that may be processed for the performance of the Service,
- not to proceed with any transfer of Data to European States, within the meaning of Articles 44 and following of the GDPR, Contracting Party. not belonging to the Economic Area without the prior written consent of the authorities

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 conclude with its identified subcontractor a contract containing the same obligations regarding the protection of the 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, confidentiality and audit

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 Contractor 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 requests for access 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 monitor at the place of activity of the Holder or its subcontractor the effectiveness of the implementation of these measures (on-the-spot 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 the event of a security breach at the Data Controller's premises 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 comply with 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 make its best efforts to assist the authorized person 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 the Contracting Authority to carry out an on-site or documentary check of the conditions under which the Data is processed 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 any Data Breach. The Holder undertakes, if applicable, to provide, concurrently with this information, all necessary elements to the Awarding 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 Holder shall without delay implement all appropriate measures to prevent any further Data Breach.

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

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

The contracting authority's power of instruction

The Contracting Authority has extensive rights to give all instructions, particularly with regard to 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 duty to provide advice, the Data Controller shall inform the Contracting Authority without delay if he considers 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 his 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 applicable, be recorded in a report with an indication of the date. A copy of these minutes will be sent to the Contracting Authority.

Rights of data subjects

Any request for information from the Data Controller made by a person concerned by the processing of Data, within the meaning of Article 4 of the GDPR will be immediately transmitted 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 Contractor must 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 the information necessary for it to establish and update the list of automated processing provided for in Article 47 of the decree of October 20, 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 retain and keep available for the Contracting Authority any relevant documentation proving that the processing of the Data carried out by the Data Controller on behalf of the Contracting Authority has been carried out in accordance with the commitments made under the Contract. and any specific instructions from the Contracting Authority.

The Holder undertakes to retain said documentation beyond the end of the Contract, until the end of the applicable limitation period during which the Contracting Authority may be held liable due to the terms and conditions under which the Data Controller processes the Data. 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 processes personal data that may concern the staff of the Holder, who therefore has, under the French Data Protection Act, a right of access, rectification and opposition. These rights may be exercised directly with the AFD Group's Data Protection and Civil Liberties Officer, in particular by email to the following address: informatique.libertés@afd.fr.

16.3 Obligations of the contracting authority

To enable the Contractor to carry out its work, the Contracting Authority will ensure that:

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

16.4 Miscellaneous

The Holder may not assign any of his rights and/or obligations under this Contract unless expressly agreed 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 head thereof. 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 the amount of the Contract, must be subject to a written agreement between the Parties.

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

17. Audit

The Contracting Authority reserves for itself, or for the Prudential Control and Resolution Authority (ACPR) or any other equivalent foreign authority within the meaning of Articles L. 632-7, L. 632-12 and L. 632-13 of the French Monetary and Financial Code for services to be provided abroad or within the framework of ACPR's cooperation with these foreign authorities) or for any other regulatory or supervisory authority, any data protection authority or public record authority and 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 terms and conditions for performance of services and/or the holder's performance, as well as applicable regulatory requirements;
- Focus on personal data, the details of which are specified in the article entitled "Personal data for this contract";
- Allow 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 the Directive 2013/36/EU.

The Contracting Authority reserves for itself and for the ACPR, as well as any person that may be 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 commissioned by them will have full access to all relevant business premises (headquarters, operations centres, etc.), 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. The same rights of access, inspection, audit and control shall also be granted to the European Commission, the European Anti-Fraud Office (OLAF), the European Court of Auditors, the European Public Prosecutor's Office when it is competent, and any person appointed by those institutions, under the conditions set out in the applicable financing agreement and European Union law.

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

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

This audit may be carried out at any time at the discretion of the Contracting Authority, including once the contract has been completed, up to a period of ten (10) years.

The Holder is notified by the Contracting Authority, the ACPR or third parties acting on their behalf of the inspection by

written one month prior to the commencement 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 Contractor undertakes to collaborate with the Contracting Authority or its representative and with the ACPR and to facilitate their audit by providing them with all the necessary information and responding to all of their requests relating 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 complete and accurate records of invoices and all associated documentation related to the preparation of these invoices.

These archives include (non-exhaustive list):

- 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 at the premises of the Holder and must comply with opening hours, to the practices and safety rules in force in the premises in question. The Contracting Authority may access the premises of the Holder after having notified its request in writing and giving 72 hours notice.

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

18. Reversibility

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

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

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

At the request of the Contracting Authority, the Holder undertakes, for a maximum period of two (2) months to

from the end of the Contract, to respond to any request for assistance, even one-off, made by the Contracting Authority or by the Holder designated by it to resume the service covered by this Contract.

The Parties agree on the following provisions with regard to reversibility assistance services provided by the Holder:

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

In this context, the Holder undertakes to:

- to restore, in an honest, usable and agreed format, all the data belonging to the Power
  The Contracting Authority and any personal data previously communicated by the Contracting Authority,
- destroy any copies of this data and not use it for your own purposes or for the benefit of third parties

The Holder undertakes to make every effort to ensure access to data belonging to the Contracting Authority even in the event of insolvency, resolution or interruption of the Holder's commercial activities. It 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 any measure that has the effect of impeding the contracting authority's access to the data belonging to it. In the event of a voluntary interruption of its commercial activities related to the Service, the Holder undertakes to notify the Contracting Authority at least three years in advance and to ensure the reversibility of the outsourcing of the Service.

19. Contract Termination

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

19.1 Termination at the fault of the holder

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

In particular, and without being exhaustive, the contracting authority reserves the right to terminate the contract where:

- repeated non-execution or poor-quality execution of expectations and operational requirements;
- repeated application of the penalties provided for in Article "Penalties" of this Contract, without any significant improvement having been made;
- Repeated reports of service rejections or postponements, pursuant to the provisions on service verification and validation operations in Article Admission - Completion of present

Contract;

- non-compliance with the provisions of the appendix to this Contract "Security".

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

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

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

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

In the event of termination due to fault:

- Articles 27 and 39 of the CCAG PI are applied with the following details: the contracting authority may have a third party perform the services provided for in the contract at the expense and risk of the holder under the conditions set out in Article 27 of the CCAG PI. The termination decision shall expressly mention this;
- The Holder is not entitled to any compensation;
- By way of derogation from and in addition to Articles 39 and 41.3 of the CCAG PI, the portion of the services already performed by the holder is remunerated with a 10 % reduction.
- The Holder indemnifies the contracting authority for all costs and/or damages incurred and suffered by the contracting authority as a result of the termination of the contract directly or indirectly, and in particular if applicable, costs incurred by the contracting authority as a result of the replacement of the Contractor by a new service provider.

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

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

19.2 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 shall be set at 5% of the committed amount excluding market value-added tax, less the unrevised amount excluding VAT for accepted services.

19.3 Termination for failure to comply with formalities relating to combating illegal work

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

of the Contract the following documents:

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

Pursuant to Article L 8222-6 of the Labor Code, the AFD reserves the right to impose a penalty on the Service Provider if they fail to comply with the formalities referred to in Articles L 8221-3 to L 8221-5 of the Labor Code relating to undeclared work by concealment of activity and concealment of paid employment.

Without prejudice to Articles L. 8222-1 to L. 8222-3, any legal person governed by public law that has entered into a contract with an enterprise, informed in writing by a control officer of the irregular situation of that enterprise with regard to the formalities referred to in Articles L. 8221-3 and L. 8221-5, immediately orders this company to put an end to this situation without delay. The company thus placed on notice shall, within a period of two months, provide the public body with proof that it has brought the tort situation to an end. Otherwise, the contract may be terminated without compensation, at the contractor's expense and risk. The legal person governed by public law shall inform the reporting agent of the action taken by the company in response to its injunction. For failure to comply with the obligations arising from the first and third paragraphs of this article or, in the event of continuation of the contract, if proof of the termination of the tort situation has not been provided within a period of six months following formal notice, the legal person governed by public law is jointly and severally liable with its co-contractor for the payment of the amounts referred to in 1° to 3° of Article L. 8222-2, under the conditions set out in Article L. 8222-3.

20. Disputes

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

French law alone is applicable.

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

21. Provisions applicable in the case of foreign holders

French law alone shall apply to this contract.

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

22. Derogations from general documents

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

23. Acceptance of the advance

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

Sole owner or agent:

☐ Refuses to receive the advance

☐ Agrees to receive the advance

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

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

The advance will be paid and absorbed under the conditions set out in the article "Advance" of this Contract, which also determines the guarantees to be put in place by the company or companies.

24. Candidate's signature

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

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

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

Made in a single original

A :

The

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

25. Acceptance of the offer by the contracting authority

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

This offer is accepted to constitute a deed of engagement.

A

The

The Contracting Authority

26. Annex: Subcontracting declaration

Annex to the Single Contract (CU)

Contracting authority: Agence Française de Développement

- Buyer Designation:

.....
.....

- Person authorized to provide information on pledges or assignments of receivables:

.....
.....

Subject of the contract

Purpose of the consultation: Facilitation for the coalition between CSOs and FICS Public Development Banks.

Subject of the contract: Facilitation for the coalition between CSOs and FICS Public Development Banks.

Purpose of the subcontractor's declaration

This subcontracting declaration constitutes:

☐ A document attached to the tender.

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

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

Identification of the bidder or holder

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

.....

.....
.....

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

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

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

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

Identification of the subcontractor

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

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

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

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

Physical person(s) having the authority to engage the subcontractor: (Indicate the name, first name and capacity of each person):

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

Is the subcontractor a micro, small or medium-sized enterprise within the meaning of the Commission's recommendation of May 6, 2003, concerning the definition of micro, small and medium-sized enterprises, or an artisan within the meaning of Article 19 of the Law of July 5, 1996, No. 96-Amended 603 relating to development and promoting trade and crafts?

(Art. R. 2151-13 and R. 2351-12 of the Public Procurement Code)

☐ YES ☐ NO

Nature of subcontracted benefits

Nature of subcontracted benefits: .....

.....

Subcontracting of personal data processing:

(To be completed if applicable)

.....

.....

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

The duration of treatment is: .....

The nature of operations performed on data is: ……

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

The personal data processed are: ……

The categories of persons concerned are: ……

The bidder/holder declares 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 set out in Article 28 of Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 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:

Where the subcontractor is entitled to direct payment, the amount of the subcontracted services indicated below, adjusted where applicable 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 subcontracting contract in the case of services not falling under (b) below: - VAT rate: ……..

- Amount excluding tax (€): ……..

- Amount including 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 (€): ……..

How prices are changed: .....

.....

The holder declares that his 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 requested by the purchaser and has not already been provided under DC2 - see section H of DC2.)

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

Identical to the holder.

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

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

- Information needed to access it: .....
.....

Sworn statements by the subcontractor regarding exclusions from the procedure

The subcontractor declares on 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 (**)

To certify that the subcontractor is not in one of these cases of prohibition from bidding, check the following box: ☐

(*) *When an economic operator is, during the procurement procedure, placed in one of the exclusion cases 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 without delay of this change in situation.*

(**) In the event that the subcontractor is admitted to the judicial reorganization proceedings, its attention is drawn to the fact that it must 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 applicable, the internet address at which supporting documents and evidence are accessible directly and free of charge, as well as all information necessary to access them:
(If the address and information are identical to those provided above, simply refer to the relevant section.)

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

- Information needed to access it: .....
.....

Assignment or pledge of claims resulting from the public procurement

☐ **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 set out in Article R. 2193-22 or Article R. 2393-40 of the French Code de la commande publique.

Consequently, the proprietor submits with DC4:

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

OR

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

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

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

OR

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

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

Acceptance and approval of the subcontractor's payment terms

A …….. , the …… A …….. , the ……

The subcontractor: The bidder or holder:

…… ……

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

A ..... , the ……..

The buyer's representative:

Notification of the special act to the holder

If sent by registered letter with acknowledgment of receipt:

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

In the case of delivery against a receipt:

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

A …….. , the ……..

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

Annex to the Single Contract (CU)

Complete one copy per co-contractor:

Applicant's trade name and corporate name:
.....
Business address:
.....
.....
.....
Registered Office Address: *(if different from Business)*
.....
.....
.....
Email address: .....
Phone: .....
Fax: .....
SIRET: ..... APE: .....
Intra-Community VAT no.: .....

Agree to receive the advance:
☐ Yes
☐ No

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

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

28. Annex: Pledge or assignment of receivables

☐ **Certificate of Assignability** made out (1) on the date of …… to ……

OR

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

1 ☐ The total contract amount of *(indicate amount in numbers and letters):*

……

……

……

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

……

……

……

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

……

……

……

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

……

……

……

and to be executed by

……

as:

☐ member of a business group

☐ subcontractor

A …….. the ……..

Signature (2)

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

29. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF
PERFORMANCE OF SERVICE CONTRACTS

Service contract

Summary

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2. GENERAL **3**

3. COMMITMENT AND RIGHTS OF THE PARTIES REGARDING SECURITY **4**

4. ACCESS CONTROL **5**

5. REMOTE CONNECTION TO THE CUSTOMER'S NETWORK **5**

6. RISK ASSESSMENT **5**

7. FINAL PROVISIONS **6**

Definitions

• The Contract

Refers to the service contract to which this is appended.

• The Client

Refers to AFD, party to the Contract.

• The Service Provider

Designates the service provider as a party to the Contract.

• Information system

All hardware, software, methods and procedures and, if necessary, personnel requested 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 provides 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 appropriate to regulate these access to the Information as well as its use and to define the security rules applicable to service providers.

The purpose of this annex is to secure the conditions of access to the Information and its use, 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 provisions of this Annex apply to the Service Provider, employees and subcontractors, who have or may 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 performance of the contract. The Service Provider undertakes to take cognizance of the documentation provided by the Client in terms of 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 subject its staff and subcontractors working on its behalf to security checks and must be able to provide supporting documents regarding the methods and results of these checks.

The 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 change it considers necessary regarding the nature or scope of access to the Information. It is the Client's responsibility 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 banking professional secrecy within the meaning of the monetary and financial code. The Service Provider undertakes to respect the confidentiality of the client's information under the 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's Information.

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

Access control

The Service Provider undertakes to access only the Information strictly necessary for the performance of its mission. Access to the Information, services and infrastructure granted to the Provider is limited to the minimum necessary for the performance of its services under the Contract. The Service Provider will inform the Client 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 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 at all times be subject to protection mechanisms and recorded. For the purposes 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 grants, controls and revokes the Service Provider's access to the premises and the Information necessary for carrying out the services. In this regard, the Service Provider is informed that its personnel acting under the contract may, at any time and without prior notification, be subject to security checks 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 put in place 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 to it by the Client, unless the Client 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 provided to the Service Provider by the Client. The Customer may, without prior notice or justification, interrupt, refuse or expand a remote connection to its network. Client terminates the remote connection to the network when it is no longer required.

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

Risk assessment

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