PUBLIC MARKET FOR INTELLECTUAL SERVICES

French Development Agency
5 Rue Roland BARTHES
75012 PARIS

SUBJECT: MANAGEMENT OF THE DIRECT REUSE OF TREATED WASTEWATER IN JORDAN

Contract No. CLN-2026-0374

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

The company _____, domiciled _____, registered in the Trade and Companies Register _____ 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 also hold insurance policies guaranteeing the responsibilities they incur.

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

☐ **Identity of the agent [(1)] : Sir/Madam ……..**
☐ of the joint group
☐ attached to the joint grouping
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 establishment)*
……..
……..
……..
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 adopted 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 punishable or not, intended to deliberately mislead another person, 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 profit.

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, its financial performance or 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 Contract Object

This Contract defines the conditions under which the Contracting Authority entrusts to the Holder, who accepts it, the performance of the following services: Management of direct reuse of treated wastewater in Jordan.

Place(s) of execution: JORDAN

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.

2.2 General form of the Contract

This Contract is a flat-rate contract with a fixed portion

2.3 Split the market into optional slices

This contract is divided into tranches within the meaning of Articles R. 2113-4 to R. 2113-6 of the Public Procurement Code. It comprises a firm section and an optional section designated as follows:

- CLOSED TRANCHE: Operational approach and toolkit for deployment and management of meters for direct reuse based on lessons learned from three case studies
- Optional Tranche 1: Installation of a limited number of meters in the sites chosen for the case studies and their management

2.4 Optional Slice Notification Timeout Periods

The decision to secure the optional tranche shall be notified to the holder by any means capable of proving its receipt. The strengthening of this tranche will take place during the execution of the firm tranche and before its term.
In accordance with Article 13.1.3 of the CCAG-PI, the execution time for an optional tranche starts from the date of notification of the decision concerning its consolidation, unless that decision provides for a different date.
There will be no compensation for forfeiture or waiting.

Arrangements for the provision of benefits in stages:

Each service order specifies the date of execution for the services of the corresponding optional tranche.

In the event of an extension of the time-limit for execution or a delay in the execution of a tranche, the time-limits for affermissement of subsequent tranches shall be extended to that extent provided that it does not expire before the end of this period.

It is also specified that no request for an extension of the execution period may be submitted after the

contractual period for performing the service has expired.

2.5Cancellation allowance

No compensation for forfeiture is provided.

2.6Waiting allowance

No waiting allowance is provided.

2.7Subcontracting

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.

In this respect, 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),

Otherwise, the Contractor remains responsible for the services subcontracted and must ensure that its own insurance covers the risks related to their performance.

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 a 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 underprocessed, 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.

2.8Amendment of the contract - 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.

2.9 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.

2.10 Applicable classifications

2.10.1 Nomenclature of the Contracting Authority

Year	Number	Designation
2026	D02.15	Water and sanitation

2.10.2 CPV Nomenclature

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

3. Constituent parts of the contract

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 set of general administrative clauses for public intellectual services contracts (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 Staff on mission

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 will notably have to carry out the formalities relating to the administrative situation of the Staff, obtain visas and any necessary document in light of 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 execution of the Contract

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.

4.2.2 Actions to promote gender equality in the workplace

The holder will set up one or more actions for professional gender equality applicable to the subject of the contract.

The incumbent describes in his technical brief the actions promoting the achievement of professional gender equality among his staff mobilized under the contract, as well as, if applicable, the associated indicator(s).

The holder must specify for each action:

- Which of the following levers does it relate to: recruitment, equal pay/remuneration, training, working conditions, work-life balance, balanced representation of women and men in management and leadership positions;
- The associated indicator(s), if applicable.

At the request of the Contracting Authority, at the end of each calendar year and at the end of the contract, the Contractor shall communicate the result of the action(s) implemented, including the associated indicators.

4.3Security

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 before any movement of its staff, the Account Holder undertakes to obtain information from the French Embassy(s) of the country(ies) concerned*(1)* on the security risks involved 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 in connection with the provision of 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."

4.4Suspension 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 Duration of the contract

The duration of the Contract is set at 16 months.

It will start to run from the market notification.

The duration of the lock-in tranche shall be calculated from the date of notification of the contract.

The duration of the optional tranche shall run from the date of notification of the decision to establish the tranche in question

5.2 Turnaround times

The turnaround times set for each of the tranches are as follows:

Slice		Timeout
No	**Designation**	
1	Firm Slice	12 months
2	Optional Slice	06 months

5.3 Renewal

The contract will not be renewed.

6. Prices and price changes

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

- **Aggregate Lock-In (Benefit Amount)**

The mission expenses are deemed to be included in the lump sum of the installment. No reimbursement will be made for this purpose.

Hard slice		**Amount excl. tax (€)**
Total amount excluding tax		..... €
VAT Amount		0%
Total amount, excluding tax		..... €

Benefits amount in the final tranche

Amount excluding tax (in words) (€): .....

0% VAT amount: .....

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

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.

- **Benefit amount of optional tranche 1(Benefit amount)**

The mission expenses are deemed to be included in the lump sum of the installment. No reimbursement will be made for this purpose.

Optional Slice 1		**Amount excl. tax (€)**
Total amount excluding tax		..... €
VAT Amount		..... €
Total amount, excluding tax		..... €

- **Fixed benefit amount + optional 1**

Firm Slice + Optional 1		**Amount excl. tax (€)**
Total amount excluding tax		..... €
VAT Amount		..... €
Total amount, excluding tax		..... €

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.

6.1Contract Pricing Method

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

6.2 Price content

By way of derogation from Article 10.1.3 of the CCAG PI, all amounts listed in this contract must cover all costs associated with the basic assignment, including expert fees, travel, consultations/workshops with stakeholders, field visits, support for pilot projects/demonstrations, equipment, travel and accommodation. The consultant should provide a clear breakdown of costs for all three case studies and at least five validation workshops. The cost of basic metering for case study purposes (including the purchase of meters as reimbursable expenses, but also the deployment of meters and their maintenance for a period of 6 months) should be included in a separate line. Optional items, including the full deployment of the meter in selected areas and additional training/study visits, must be priced separately so that they can be included or excluded without restructuring the basic offer, so that the contracting authority has nothing to pay in addition

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

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 Economy class of the airlines. Business travel can be conducted in Business Class 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) exceeding 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 prior written approval from the AFD)

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

Transport costs shall be reimbursed in full, on presentation of an invoice, up to **the price indicated in the financial annex**, and within the limits of the indications set out above.

6.3.2 Travel organisation

The Account Holder organizes his travel in such a way as to optimize costs and the continuity of services.
It favors the most economical solutions adapted to the operational constraints of the project.
Travel is integrated into the overall planning of benefits.

When travel is necessary for the performance of the contract, it shall be carried out in accordance with international professional standards, particularly in terms of safety, economic efficiency and compliance with operational constraints.
The standard price is deemed to cover all costs related to the coordination, management, and performance of services, including those relating to co-contractors and subcontractors.

6.3.3 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 set by the European Union (https://international-partnerships.ec.europa.eu/funding-and-technical-assistance/guidelines/managing-project/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

An advance is offered as part of this contract.

The holder, in any case, may refuse to pay an advance.

The advance is neither updatable nor revisable, whatever the form of the market price.

The advance rate is set at 10% of the contract amount including tax. It gives rise to a single payment at the start of execution of the contract.

If the holder of the public contract who received the advance subcontracts a share of the public contract after its notification, he shall reimburse the advance corresponding to the amount of the subcontracted services and giving rise to direct payment, even in cases where the undercontractorcontractor does not wish to benefit from the advance.

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 money

No security will be withheld.

9. Settlement of accounts to the holder

9.1 Payment terms for the price

9.1.1 Price settlement

The amount of this contract shall be invoiced according to the following schedule:

- **For the hard tier:**

Payment	Condition	% of the total amount in the fixed bracket
1	Validation of deliverables 1 and 2 (launch and diagnostic/comparative evaluation package)	20%
2	Validation of deliverables 3, 4 and 5 (three case studies, pilot progress and results of case studies/inter-case summary)	50%
3	Validation of deliverables 7, 8, 9 and 10 (project/final version of the toolkit, workshops and final report)	30%

- **For optional slice 1:**

Payment	Condition	% of total amount
1	Validation of the installation of meters and their management (Deliverable 6)	100% at validation

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 tax, their amount including tax and, where applicable, any 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 DEVELOPMENT AGENCY
SIRET:	77566559900129
CHORUS Service Code:	PAR-MOA-027
Market Number:	CLN-2026-0374
Project number:	CZZ2946 03 L.

9.2 Regulations in the case of joint and several contractors

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.

9.4VAT

This Agreement is not subject to Value Added Tax (VAT).

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.

9.5Default interest

Failure to pay advances, deposits, partial final payments, or the balance within the period set by the Contract gives rise to interest on arrears, calculated from the day 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

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 that makes it possible to certify their date of receipt by the Contracting Authority.
By way of derogation from Article 14.1.1 of the CCAG PI, the procedures for applying late penalties are the Next:

Any delay in execution that has not been expressly approved by the AFD may give rise to
Late payment penalties chargeable to the Service Provider in the amount of 100 euros per day of calendar delay.

These penalties apply after receipt of the formal notice notified by email by the AFD to the Service Provider,

not enforced. In this case, the starting point for these late payment penalties starts on the first day of delay noted.

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 excl. tax under the Contract.

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

Payment of the penalties does not release the Holder from its contractual obligations.

10.2 Late delivery penalties

The relevant deliverables are defined in the Terms of Reference.

Any delay is assessed in light of the schedule agreed between the Parties; a penalty of €200 per calendar day of delay may be applied after a grace period of five (5) business days, unless the delay results:

- of a modification requested by the Project Owner or the lessors;
- a delay in institutional validation not attributable to the Holder;
- a case of force majeure or constraints on access to the industrial site.

10.3 Operational penalties

Provided that the obligations concerned are expressly stipulated in the contract, the following penalties may be applied:

- Unjustified absence from a mandatory steering or coordination meeting: EUR 150 per absence;
- Absence of presence on site during critical phases without validated justification: 300 EUR per failure;
- Use of an expert not approved by the project owner when this approval is required: 300 EUR per failure;
- Unauthorized subcontracting: EUR 300 per breach.

10.4 Other penalties

10.4.1 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.

10.4.2 Penalties for enforcement at the expense and risk

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. Formalism of deliverables on EU funding

As this contract is wholly or partly financed by the European Union, the Contractor must:

- Make the emblem of the European Union (12 golden stars on a blue background) appear appropriately in each deliverable.
- Specify in each deliverable the following statement: 'This document has been prepared with financial assistance from the European Union. The views expressed therein should in no case be considered as reflecting the official position of the European Union."

14. 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.

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

15. Intellectual property – Use of results

15.1 Prior Knowledge Regime and Standard Prior Knowledge

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

15.2 Performance management system

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

15.2.1 Assignment of copyright

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.

15.2.2 Guarantees of the transfer

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.

15.2.3 Remuneration of the Transfer

The price of the Transfer is definitively included in the remuneration of the Contract. The Holder acknowledges that they are aware of this and may not claim any additional amount under the Transfer.

16. 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.

17. Supplementary clauses

17.1 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 decision by the administrator, liquidator or contractor to waive further performance of the contract, or at the expiration of the above one-month period. It does not entitle the holder to any compensation.

17.2 Declaration and obligations of the Holder

17.2.1 Declaration by the Holder

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 shall provide 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.

17.2.2 Duty of confidentiality

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.

17.2.3 Powers of the Holder

The Holder has no power to act in the name and on behalf of the Contracting Authority or to engage it, except for an express and special mandate granted to him 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.

17.2.4 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.

17.2.5 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 within the framework of performing 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 transfer any Data to countries outside the European Economic Area, within the meaning of Articles 44 et seq. of the GDPR, without the prior written consent of the Contracting Authority.

Subcontracting

The Data Controller undertakes not to subcontract to third-party companies all or part of the Services involving participation in the implementation of Data processing, unless it has obtained the prior written consent of the Contracting Authority. If the Contracting Authority accepts the proposed subcontracting, the Holder undertakes to 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 necessary, to provide, concurrently with this information, all elements necessary for the Contracting Authority (or any person expressly designated by it) to assess the risks and impacts of the Data Breach and allow it to make all relevant decisions.

In agreement with the Contracting Authority, the 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.

17.3 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.

17.4 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.

18. 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 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 written review one month before the audit begins, unless this is impossible because of 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.

19. Reversibility

At 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 Contractor undertakes, for a maximum period of two (2) months from the end of the Contract, to respond to any request for assistance, even one-off requests, made by the Contracting Authority or by the Contractor designated by itci 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:

- restore, in an honest, exploitable and agreed format, all the data belonging to the Contracting Authority as well as the 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.

20. 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:

20.1 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-performance or poor-quality performance of operational expectations and 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 this 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 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 acceptance of a second-tier or higher subcontract submitted by the sub-contractortreating of rank 1 and above the personal and joint and several guarantee guaranteeing the payment of all amounts owed by them to the second-tier subcontractor and above, and after formal notice from the first-tier subcontractor and above and from the holder of the contract, remained without effect within a period set at 8 days, the contract will be terminated at the owner's fault, without the owner being able to claim compensation and, where appropriate, with performance of the services at their own expense and risk.

20.2 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.

20.3 Termination for failure to comply with formalities relating to the fight against 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 that 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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:

26. 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

27. 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

Subject of the consultation: Management of direct reuse of treated wastewater in Jordan

Subject of the contract: Management of direct reuse of treated wastewater in Jordan

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

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

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

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

Legal form of the individual tenderer, 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-Amendment 603 concerning the development and promotion of 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 subcontract in the case of services not falling under b) below:
- VAT rates: ……..
- Amount excluding tax (€): ……..
- Amount including tax (€): ……

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

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

Price variation terms: .....
.....

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 required to access it: .....

.....

Sworn statements by the subcontractor regarding exclusions from the procedure

The subcontractor declares on his honor (*) not to fall into any of the exclusion cases 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 required 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 transferee of the assignment or pledge of receivables.

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

In case of sending by registered letter with acknowledgment of receipt:
(Paste in this context the postal acknowledgment of receipt, dated and signed by the holder)

In case of delivery against receipt:

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

A …….. , the ……..

28. 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 establishment)*
.....
.....
.....
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 (€)	VAT rate	Amount including tax (€)
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
Corporate name:				
	Totals			

29. Annex: Pledge or assignment of receivables

☐ **Certificate of Transferability** issued (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 debt of:

1 The total contract amount of ☐*(indicate amount in figures and words)* :
……
……
……

2 The entire 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 The portion of benefits valued at ☐*(indicate amount in figures and words)* :
……
……
……

and to be executed by
……

as:
☐ member of a business group
☐ subcontractor

A …….. le ……..

Signature (2)

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

30. Annex - Security

INFORMATION SECURITY IN THE CONTEXT OF
PERFORMANCE OF SERVICE CONTRACTS

Service contract

Summary

1. DEFINITIONS **3**

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 disseminated, 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.

Final provisions

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

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

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

Annex: External review of the security plan of AFD's service providers

User manual

If a security plan review is requested later than this date, please contact your representative who will provide you with an updated appendix.

What is it?

Your organization:

- **Has just signed a service contract with the French Development Agency (AFD) taking place for all or part in an orange** ("not recommended except imperative reason") or red zone ("formally not recommended") according to the classification of the French Ministry for Europe and Foreign Affairs.
- Signed a service contract with the AFD taking place in an area that the French Ministry for Europe and Foreign Affairs has just downgraded to the orange or red zone.

Before any trip to these areas, you are required to submit your security plan to a specialized firm, chosen and financed by the AFD (article X of the contract).

This procedure is part of a **reinforced operational safety mechanism adopted in 2020 by the AFD. It aims to support AFD service providers** deployed in orange and red zones by providing them with an external assessment of the adequacy between the resources deployed (technical, human, financial) and the security risks associated with the service. This review systematically includes operational recommendations. **AFD will not be aware of the conclusions of this review, and your organization will be solely responsible for taking all or part of these recommendations into account.**

The company *Amarante International* has been appointed by AFD to carry out these remote external reviews. They will be carried out by senior consultants with at least 8 years of multi-zone international security management experience.

How do you proceed?

Introductory remark: The coordination of exchanges/steps necessary for the success of the review is entirely up to Amarante and the provider. **AFD will not be involved both technically and in monitoring the implementation of the review. Thus, the Agency will have no knowledge either of the system set up by the service provider, or of the recommendations issued, nor of the action taken by the service provider in response to the recommendations. Furthermore**, AFD resources cannot be mobilized either by the provider or by Amarante.

The **provider thus directly requests Amarante via** surete.prestataire.afd@amarante.com. This request must include the following information:

- Information about the provider,
- Location(s) and duration of project implementation
- Elements on the overall project setup
- Elements related to logistics,
- Identification and contact of the main contact person in Amarante.

The service provider is also encouraged to provide initial information on the security system.

From the solicitation, **Amarante will have a period of 10 working days for the delivery of the final report to the service provider**. Upon receipt of the request, Amarante will send to the service provider the information necessary for the proper conduct of the review, which will include a launch meeting (remotely), any interviews (remotely) and a presentation meeting of the draft report (remotely).

Fields excluded from the service

The backstopping mechanism does not include:

- The carrying out of field missions by the security firm. Nevertheless, the personnel mobilized by Amarante have extensive and recent experience in the service provider's deployment area.
- Drafting a safety plan and supporting the implementation of recommendations.
- Support for training of the contractor's personnel, auditing of infrastructure or any other service, service or financial and technical support different from a security plan review.

31. Annex - GDPR

AGREEMENT ON THE PROCESSING OF PERSONAL DATA

BETWEEN:

[Designation]
[Corporate form] in the capital of [capital], whose registered office is [registered office], registered with the Trade and Companies Register of [city] under number [RCS number]
Represented by [legal representative] in his capacity as [mark]

Hereinafter indifferently referred to as "[XXX]" or "**the Subcontractor**"

On the one hand,
AND:

AGENCE FRANCAISE DE DEVELOPPEMENT (AFD), Etablissement Public Industriel et Commercial, whose registered office is in PARIS XII - 5, rue Roland Barthes, Registered with the RCS of Paris under number B 775 665 599
Represented by [to be completed]

Hereinafter indifferently referred to as "**AFD**" or "**the Data Controller**"

On the other hand,

The above companies are individually or together hereinafter referred to as "**the Party(ies)".**

THE FOLLOWING is stated beforehand:

[Present the context of the service]

XXX was chosen by the AFD to provide it with the [Specify]service, at the charges and conditions as defined in a separate contract, referenced [Complete], signed on [Complete] on [Complete], hereinafter referred to as "the Principal Contract".

As part of the services provided under the Main Contract, the Subcontractor is required to process personal data on behalf of the AFD insofar as it concerns information relating to identified or identifiable natural persons, directly or indirectly (hereinafter the "Data"). Pursuant to the regulations on the protection of personal data, including Articles 28

and following of the General Data Protection Regulation (hereinafter “the Regulation”), XXX is considered as sub-dealing with the AFD and can therefore act only on its instructions, which must in particular specify to its subcontractor, by contractual means, the latter’s obligations.

In this context, the Parties came together to agree on the following.

IT HAS BEEN DECIDED AND AGREED AS FOLLOWS:

Purpose of the Convention

This agreement (hereinafter referred to as the "Agreement") determines the conditions under which the Subcontractor undertakes to process the Data entrusted by the Controller in connection with the provision of the services defined in the Main Contract. [< REVERSO]

La Convention fait partie intégrante du Contrat Principal.

2. Description du traitement faisant l’objet de la sous-traitance

Le Sous-traitant est autorisé à traiter pour le compte du Responsable de traitement les Données dans la mesure où elles sont nécessaires à la fourniture des prestations définies dans le Contrat Principal.

Le traitement ainsi réalisé par le Sous-traitant, pour le compte de l’AFD, répond aux caractéristiques suivantes :

Nature des opérations réalisées sur les Données :

[Supprimer, parmi les propositions suivantes, les actions non comprises dans le traitement réalisé par le Sous-traitant : collecte, l'enregistrement, l'organisation, la structuration, la conservation, l'adaptation ou la modification, l'extraction, la consultation, l'utilisation, la communication par transmission, la diffusion ou toute autre forme de mise à disposition, le rapprochement ou l'interconnexion, la limitation, l'effacement ou la destruction]

Finalité(s) du traitement :

[Compléter par les objectifs poursuivis par le traitement considéré]

Catégories de données à caractère personnel traitées :

(Cocher les cases pertinentes)

☐Etat civil, Identité, Données d’identification
☐Vie personnelle (habitudes de vie, situation familiale, etc.)
☐Vie professionnelle (CV, adresse mail professionnelle, formation professionnelle, parcours académique, etc.)
☐Informations d’ordre économique et financier (revenus, situation financière, situation fiscale, etc.)

☐Données de connexion (adresse IP, journaux de connexion, etc.)
☐Données de localisation (déplacements, données GPS, GSM, etc.)
☐Autre :

Si des données sensibles font également l'objet d'un traitement :

(Cocher les cases pertinentes)

☐Données révélant l'origine raciale ou ethnique
☐Données révélant les opinions politiques
☐Données révélant les convictions religieuses ou philosophiques
☐Données révélant l'appartenance syndicale
☐Données génétiques
☐Données biométriques
☐Données concernant la santé
☐Données concernant la vie ou l'orientation sexuelle
☐Données relatives aux condamnations pénales et aux infractions ou aux mesures de sûreté connexes

Catégories de personnes concernées :

(Cocher les cases pertinentes)

☐Salariés
☐Candidats
☐Fournisseurs et prestataires
☐Visiteurs
☐Prospects
☐Partenaires
☐Autre :

Durées de conservation des Données :

[Préciser le cycle de vie des Données]

3. Pouvoir d'instruction du Responsable de Traitement

Le Sous-traitant est tenu à tout moment de respecter les instructions du Responsable de Traitement sur l'exécution de la Convention et le traitement des Données. Le Responsable de Traitement conserve un droit général d'instruction quant à la nature, l'étendue et la méthode de traitement des Données, qui peut être complété par des instructions particulières, en ce compris les instructions résultant de l'article 2 des présentes. Le Sous-traitant ne peut transmettre de Données à des tiers qu'avec le consentement préalable et écrit du Responsable de Traitement.

4. Transfert des Données hors de l'Espace Economique Européen

Dans le cadre du traitement des Données pour le compte de l'AFD, le Sous-traitant s'engage à ne réaliser aucun transfert desdites Données hors de l'Espace Economique Européen, au sens de la réglementation applicable, sauf à recueillir le

consentement préalable exprès du Responsable de traitement.

Par exception à ce qui précède, si le Sous-traitant est tenu de procéder à un transfert des Données vers un pays tiers à l'Espace Economique Européen ou à une organisation internationale, en vertu du droit de l'Union ou du droit de l'Etat membre auquel il est soumis, il doit informer le Responsable du traitement de cette obligation juridique avant le traitement, sauf si le droit concerné interdit une telle information pour des motifs importants d'intérêt public.

5. Obligations du Sous-traitant vis-à-vis du Responsable de traitement

Le Sous-traitant s'engage à :

- traiter les Données uniquement pour la ou les seule(s) finalité(s) qui fait/font l'objet de la sous-traitance et conformément aux instructions documentées du Responsable de traitement ;

  Si le Sous-traitant considère qu'une instruction constitue une violation du Règlement ou de toute autre disposition du droit de l'Union ou du droit des Etats membres relative à la protection des données, il en informe immédiatement le Responsable de traitement ;

- garantir la confidentialité des Données traitées dans le cadre du présent contrat ;

- veiller à ce que les personnes autorisées à traiter les Données à caractère personnel en vertu du présent contrat :

  - s'engagent à respecter la confidentialité ou soient soumises à une obligation légale appropriée de confidentialité ;
  - reçoivent la formation nécessaire en matière de protection des données à caractère personnel.

- prendre en compte, s'agissant de ses outils, produits, applications ou services, les principes de protection des données dès la conception et de protection des données par défaut.
- Apporter au responsable de traitement toute information et appui utiles pour la réalisation, le cas échéant :
  - d'analyse d'impact relative à la protection des données ;
  - de consultation préalable auprès de l'autorité de contrôle compétente ;

6. Recours à des tiers prestataires par le Sous-traitant

[Choisir entre option A ou option B]

Option A (autorisation spécifique)
Le Sous-traitant ne peut sous-traiter tout ou partie des prestations de traitement des Données auprès de tiers (ci-après « Sous-traitant ultérieur ») qu'après avoir obtenu l'autorisation écrite, préalable et spécifique du Responsable de Traitement.

Si le Responsable de Traitement accepte la sous-traitance proposée, il appartient au Sous-traitant initial de s'assurer que le Sous-traitant ultérieur présente les mêmes garanties suffisantes quant à la mise en œuvre de mesures techniques et organisationnelles appropriées de manière à ce que le traitement réponde aux exigences du règlement européen sur la protection des données. Le Sous-traitant s'engage par ailleurs à conclure avec le Sous-traitant ultérieur un contrat comportant les mêmes obligations quant à la protection des Données que celles convenues aux présentes entre le Responsable de Traitement et le Sous-traitant.

Lorsque le Sous-traitant a recours à un sous-traitant ultérieur, le Responsable de Traitement dispose d'un droit d'audit

et de contrôle de ce dernier, conformément aux termes de la présente Convention.

Le Sous-traitant justifiera, à première demande du Responsable de traitement, des engagements contractuels de tout Sous-traitant ultérieur participant au traitement des Données, si nécessaire en communiquant une copie des documents contractuels s'y rapportant.

Option B (autorisation générale)
Le Sous-traitant peut faire appel à un tiers (ci-après, «Sous-traitant ultérieur») pour mener des activités de traitement spécifiques des Données pour la fourniture des prestations définies dans le cadre du Contrat Principal. Dans ce cas, il informe préalablement et par écrit le Responsable de traitement de tout changement envisagé concernant l'ajout ou le remplacement de Sous-traitants ultérieurs. Cette information doit indiquer clairement les activités de traitement sous-traitées, l'identité et les coordonnées du Sous-traitant ultérieur et les dates de durée de la sous-traitance.

Cette information sera considérée comme valablement effectuée dès lors qu'elle aura été notamment réalisée auprès du DPO de l'AFD à l'adresse mail suivante :

informatique.libertes@afd.fr

Le Responsable de traitement dispose d'un délai minium de 15 jours ouvrés à compter de la date de réception de cette information pour présenter ses objections. Cette sous-traitance ne peut être effectuée que si le Responsable de traitement n'a pas émis d'objection pendant le délai convenu.

Si le Responsable de Traitement accepte la sous-traitance proposée, il appartient au Sous-traitant initial de s'assurer que le Sous-traitant ultérieur présente les mêmes garanties suffisantes quant à la mise en œuvre de mesures techniques et organisationnelles appropriées de manière à ce que le traitement réponde aux exigences du règlement européen sur la protection des données. Le Sous-traitant s'engage par ailleurs à conclure avec le Sous-traitant ultérieur un contrat comportant les mêmes obligations quant à la protection des Données que celles convenues aux présentes entre le Responsable de Traitement et le Sous-traitant.

Lorsque le Sous-traitant a recours à un sous-traitant ultérieur, le Responsable de Traitement dispose d'un droit d'audit et de contrôle de ce dernier, conformément aux termes de la présente Convention.

Le Sous-traitant justifiera, à première demande du Responsable de traitement, des engagements contractuels de tout Sous-traitant ultérieur participant au traitement des Données, si nécessaire en communiquant une copie des documents contractuels s'y rapportant.

7. Durée du contrat

Le présent contrat entre en vigueur à compter de sa signature et restera en vigueur pendant toute la durée de validité du Contrat Principal.

8. Droits des personnes

Dans la mesure où le Sous-traitant serait amené à collecter directement tout ou partie des Données auprès des personnes dites concernées, au sens de la réglementation applicable, celui-ci s'engage à fournir auxdites personnes, au moment de cette collecte, une information conforme dans sa formulation, son format et son support, aux instructions écrites du Responsable de traitement.

Toute demande exercée par une personne concernée auprès du Sous-traitant sera immédiatement transmise au Délégué à la protection des données du Responsable de Traitement, à l'adresse suivante :

informatique.libertes@afd.fr

Le Sous-traitant s'engage à apporter à Responsable de Traitement toute assistance utile pour lui permettre de traiter et, le cas échéant faire droit, dans les délais légaux, à ces demandes.

9. Mesures techniques et organisationnelles (MTO)

Il incombe au Responsable de traitement de s'assurer que le Sous-traitant présente des garanties suffisantes quant à la mise en œuvre, par le Sous-traitant, de mesures techniques et organisationnelles appropriées de manière à ce que le traitement réponde aux exigences du Règlement et garantisse la protection des droits de la personne concernée.

Par conséquent, le Sous-traitant a détaillé par écrit au Responsable de traitement l'ensemble des mesures techniques et organisationnelles mises en œuvre pour garantir la confidentialité et la sécurité des Données. Ces mesures sont détaillées dans l'annexe « MTO » de la présente Convention. Le Sous-traitant s'engage à maintenir ces mesures pour toute la durée du Contrat Principal.

Les mesures techniques et organisationnelles dépendant des progrès et du développement de la technique, le Sous-traitant pourra être amené à prendre des mesures alternatives adéquates dans le cadre de la présente Convention. Celles-ci ne requièrent pas l'accord écrit préalable du responsable de traitement que dans la mesure où elles garantissent un niveau de sécurité au moins équivalent aux mesures décrites dans l'annexe 1 « MTO ».

Ces modifications devront néanmoins faire l'objet d'une notification au Responsable de traitement dans les plus brefs délais.

10. Notification des violations de données par le Sous-traitant

Pour rappel, une «violation de données à caractère personnel» est une violation de la sécurité entraînant, de manière accidentelle ou illicite, la destruction, la perte, l'altération, la divulgation non autorisée de données à caractère personnel transmises, conservées ou traitées d'une autre manière, ou l'accès non autorisé à de telles données.
Le sous-traitant notifie au responsable de traitement toute violation de données à caractère personnel dans un délai maximum de deux jours ouvrés après en avoir pris connaissance. Cette notification ne pourra être valablement effectuée que dans la mesure où elle sera réalisée par courriel à l'adresse suivante :

#DPO_notification@afd.fr

Cette notification doit être accompagnée de toute documentation utile afin de permettre au Responsable de traitement, si nécessaire, de notifier cette violation à l'autorité de contrôle compétente.

Cette documentation comprendra les éléments suivants :

- la description de la nature de la violation de données à caractère personnel y compris, si possible, les catégories et le nombre approximatif de personnes concernées ainsi que le volume de données compromises ;

- tous éléments nécessaires au Responsable de traitement (ou personne désignée par celui-ci) pour évaluer les risques et impacts de cette Violation des Données et lui permettant de prendre toutes décisions et mesures utiles quant à sa gestion et suites à donner ;

- la description des mesures prises ou que le Sous-traitant propose de prendre pour remédier à la violation de données à caractère personnel, y compris, le cas échéant, les mesures pour en atténuer les éventuelles conséquences négatives.

Le Sous-traitant doit informer le Responsable de Traitement dans tous les cas où le Sous-traitant ou des personnes que

celui-ci a employées contreviennent aux dispositions relatives à la protection des Données ou aux instructions du Responsable de Traitement.

Le Sous-traitant s'engage à informer sans délai, dès qu'il en a connaissance, le Responsable de traitement de toute faille de sécurité affectant la confidentialité, l'intégrité ou la sécurité des Données, intervenue de manière volontaire ou accidentelle, notamment toute atteinte, perte, vol, accès non autorisé, divulgation, destruction, altération des Données (ci-après « Violation des Données »).

La notification des Violations des Données au Responsable de traitement par le Sous-traitant et leur gestion font partie intégrante des prestations issues de l'exécution du Contrat Principal et ne donnera pas lieu à facturation complémentaire.

Dans l'hypothèse où le Responsable de traitement et le Sous-traitant seraient tous deux soumis à une obligation de notification à une autorité de contrôle (notamment auprès de la CNIL concernant les violations de données personnelles), une coordination sera assurée entre les Parties par le Responsable de traitement quant à la cohérence du contenu et aux délais des différentes notifications.

Dans l'hypothèse où une information des personnes concernées s'avèrerait nécessaire, cette communication s'effectuera selon un calendrier et un contenu déterminé par le Responsable de traitement (et le cas échéant en concertation avec l'autorité de contrôle compétente).

En accord avec le Responsable de Traitement, le Sous-traitant doit prendre les mesures appropriées pour prévenir toute nouvelle violation des Données.

11. Pouvoirs de contrôle du Responsable de Traitement

Le Responsable de Traitement est autorisé à effectuer des visites de contrôle sur le lieu d'activité du Sous-traitant avant le début du traitement puis par intervalles réguliers afin de vérifier que les mesures techniques et organisationnelles mises en œuvre par le Sous-traitant, telles que déclarées dans l'Annexe 1 « MTO » sont effectivement mises en œuvre.

Le Responsable de traitement se réserve la possibilité de réaliser ces missions de contrôle lui-même ou de mandater un expert à cette fin, à sa charge.

Il est convenu que les visites de contrôle s'effectueront comme suit :

Le Responsable de traitement pourra diligenter une fois par an une mission de contrôle sur place, dans les locaux du Sous-traitant. Outre cette mission de contrôle annuelle, le Responsable de traitement pourra diligenter toute mission de contrôle ad hoc en cas de violation de données chez le Sous-traitant affectant l'intégrité, la confidentialité ou la sécurité des Données.

Le Responsable de Traitement doit respecter les processus opérationnels du Sous-traitant et, dans la mesure du possible, prévenir 48 heures avant toute visite en précisant le périmètre du contrôle.
Le Sous-traitant s'engage à faire son maximum pour assister la personne mandatée par le Responsable de Traitement lors des contrôles et à lui donner l'accès aux locaux ainsi qu'aux équipements pertinents.

Le Sous-traitant s'engage à fournir sur demande au Responsable de Traitement les informations requises aux fins de permettre un contrôle effectif du Responsable de Traitement des modalités de traitement des Données et à rendre disponible la documentation s'y rapportant.

11. Sort des Données et documentation utile

Au terme de la durée de Convention, le Sous-traitant doit, au choix du Responsable de traitement :

- Restituer à l'AFD toutes les Données, collectées et produites dans le cadre de la fourniture des prestations, conformément aux instructions du Responsable de Traitement. Cette restitution doit s'accompagner de la destruction de toutes les copies existantes dans les systèmes d'information du Sous-traitant.
OU
- Supprimer définitivement toutes les Données.

La suppression sera consignée dans un procès-verbal avec indication de la date. Une copie de ce procès-verbal sera transmise au à Responsable de Traitement.

La documentation constituée aux fins de prouver la conformité du traitement des Données avec les instructions du Responsable de traitement et les obligations résultant des présentes, doit :

- soit être conservée au-delà du terme de la présente Convention, en respectant les durées de prescription légales
- soit être remise au Responsable de Traitement à la fin du Contrat Principal.

12. Délégué à la protection des données et registre des activités de traitement

Dans la mesure où le Sous-traitant aurait désigné un Délégué à la protection des données, il s'engage à en communiquer le nom et les coordonnées au Responsable de traitement.

Par ailleurs, le Sous-traitant déclare tenir par écrit un registre de toutes les catégories d'activités de traitement effectuées pour le compte du Responsable de traitement, comprenant l'ensemble des informations requises en application de l'article 30 (2) du Règlement.

13. Dispositions finales

Toute modification de la présente Convention doit faire l'objet d'un avenant signé par les représentants habilités des Parties. Aucun accord verbal ne sera pris en considération.

Si une quelconque stipulation de la présente Convention venait à être considérée comme invalide en totalité ou en partie, la validité et le caractère exécutoire des autres stipulations ne seront en aucune manière affectés ou altérés. Dans une telle éventualité, les Parties se rencontreront pour convenir du remplacement stipulation concernée par une stipulation valide respectant au mieux l'esprit et l'économie générale du contrat, ainsi que la volonté des Parties.

L'Annexe 1 MTO (Mesures Techniques et organisationnelles) et l'Annexe 2 font partie intégrante de la Convention et, par conséquent, du Contrat Principal.

En cas de contradictions entre la présente Convention et le Contrat Principal, les dispositions de la présente Convention prévaudront.

Fait le [Insérer date], en deux exemplaires originaux, dont un pour chaque Partie.

Pour [NOM DU PRESTATAIRE] ***Pour AFD***

ANNEXE MTO A LA CONVENTION DE SOUS-TRAITANCE DE DONNEES A CARACTERE PERSONNEL

Le Prestataire s'engage à prendre toutes précautions utiles pour préserver la sécurité et la confidentialité des Données, et notamment empêcher qu'elles soient déformées, endommagées, ou que des tiers non autorisés y aient accès. Le Prestataire s'engage à mettre en place :

(i) des mesures de sécurité physique visant à empêcher l'accès aux locaux aux personnes non autorisées (contrôles d'identité, gestion des habilitations permettant de limiter l'accès aux locaux aux seules personnes ayant besoin d'y accéder dans le cadre de leurs fonctions et de leur périmètre d'activité) ;

(ii) des mesures de sécurité logique visant à protéger les informations hébergées et traitées (architectures de filtrage et de protection réseau, renforcement de la protection des serveurs et postes de travail, authentification des collaborateurs pour leur conférer des profils d'utilisation conformes au principe de moindre privilège et respectant le besoin d'en connaitre, mesures renforcées pour l'accès aux fonctions de gestion des données et d'administration du système d'information) ;

(iii) des protocoles de gestion des habilitations associés à des dispositifs permettant de tracer l'ensemble des actions réalisées sur le système d'information dans le cadre d'opérations de support et de maintenance ;

(iv) un contrôle continu des journaux des systèmes et des applications et de leur fonctionnement associé à des procédures permettant la détection et le rapport des incidents impactant les Données.