FRAMEWORK AGREEMENT FOR INTELLECTUAL SERVICES
N°EGI-2020-149

Agence Française de Développement
5 rue Roland Barthes
75012 PARIS

SUBJECT-MATTER: Long-term technical assistance to support the implementation of the "Renewable energies and energy efficiency" sectoral component of the European EUROCLIMA+ program

Schedule of Specific Administrative Clauses

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1. Preamble

1.1 Presentation of the AFD

The Agence Française de Développement is an industrial and commercial public institution governed by banking law, as per its capacity as a financing company.

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

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

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

1.2 Definitions

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

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

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

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

Confidential Information :
Refers to:

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

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

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

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

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

2. Subject-matter – General Provisions

2.1 Subject-matter of the framework agreement

This contract is a framework agreement in accordance with article L. 2125-1 1° of the Public Procurement Code.
This framework agreement sets out the terms and conditions governing the contracts for intellectual services to be procured over the period defined in clause *Duration of the framework agreement* of the Letter of Agreement.
The description of the scope of work can be found in Schedule of Specific Technical Clauses .

The subject-matter of the framework agreement governed by Schedule of Specific Administrative Clauses is as follows: Long-term technical assistance to support the implementation of the "Renewable energies and energy efficiency" sectoral component of the European EUROCLIMA+ program

Place(s) of implementation: Paris, Brussels and Latin America (Argentina, Ecuador and Colombia)

Division into lots or tranches is not foreseen.

2.2 Type of framework agreement

In accordance with Article R. 2162-3 of the Public Procurement Code, this framework agreement shall be implemented in part by the conclusion of subsequent contracts and in part by the issuance of purchase orders.

2.2.1 Part of the framework agreement implemented through the conclusion of subsequent contracts

The services covered by the part of the framework agreement implemented through the conclusion of subsequent contracts are as follows:

Depending on the need identified with the beneficiary entities and validated by AFD, the service provider will be requested to provide a pool of consultants to give ad hoc support to the beneficiaries for implementation of their project. Theses consultants will be required to lead workshops with the beneficiaries, provide them with ad hoc expertise to identify their needs or assist them in managing their services.

The framework agreement is concluded without a minimum or a maximum as defined in the article *Price* of the letter of agreement.

2.2.2 Part of the framework agreement implemented through the issuance of purchase orders

The services covered by the part of the framework agreement implemented through the issuance of purchase orders are as follows:

Technical, ESG, administrative and financial supervision of the "Renewable energies and energy efficiency" component (Mission 1 mentioned in the TOR).

The part of the framework agreement implemented through the issuance of purchase orders is passed without a minimum or a maximum as defined in article Price of the letter of agreement.

2.3 Number of framework agreement holders

This is a single-holder framework agreement.

In accordance with articles R. 2162-7 to R. 2162-12 of the Public Procurement Code, subsequent contracts will be awarded to the framework agreement holder on the basis of this agreement.

2.4 Conditions for the award of purchase orders

Each purchase order will specify:

- The content and quantities of services to be provided
- The amount of the purchase order
- The reference of the framework agreement and of the purchase order
- If applicable:
    - The unit/fixed price of the services to be provided
    - Special conditions of execution
    - Special conditions of delivery and acceptance
    - The delivery deadlines

- The place of delivery
- Documents to be provided upon delivery

Each purchase order will be notified to the service provider under the conditions defined in article *Form of Notifications and Information to the Holder* below and in article 3.7 of the Schedule of General Administrative Clauses for Intellectual Services.

Successive orders will be sent in the form of purchase orders placed under the following conditions: by email.

2.5 Subcontracting

The Contractor, under his sole responsibility, may decide to subcontract all or part of the scope of work, subject to AFD's prior written approval and under the following conditions:

- The Contractor shall send a written notice to the AFD regarding its decision to subcontract all or part of the scope of work of the Contract, stating the crendentials of the potential subcontractor(s), and including a precise description of the part to be subcontracted, its value, and the foreseen payment terms;
- The AFD shall notify the Contractor of its acceptance or rejection of the decision to subcontract within 15 business days following the receipt of the written notice;
- In the case of acceptance, the Contractor shall send copies of the relevant subcontracting agreements to the AFD as soon as possible.

3. Form of notifications and information to the framework agreement holder

For the purpose of notifying the holder of its decisions or information, the contracting authority provides for the following form(s):

- paperless communications or electronic mediums under the following conditions: by email
- any other means of certifying the date and time of receipt

The above provisions shall apply to the framework agreement itself and to subsequent contracts.

4. Constituent documents of the framework agreement and its subsequent contracts

4.1 Constituent documents of the framework agreement

In addition to article 4.1 of the Schedule of General Administrative Clauses, the contractual documents shall prevail in the following order:

- The letter of agreement of the framework agreement and any annexes thereto, the original copy of which, kept in the archives of the contracting authority is the only authentic copy, with the exception of annexes which would be expressly identified as not having contractual value in their version resulting from the latest possible amendments.
- This Schedule of Specific Administrative Clauses (CCAP) of the framework agreement and any annexes thereto, the original copy of which is kept in the archives of the contracting authority is the only authentic copy.
- The Schedule of Specific Technical Clauses (CCTP) of the framework agreement and its possible annexes.

The letter of agreement, the Schedule of General Administrative Clauses and the Schedules of

Specific Technical Clauses (or the Schedule of Specific Clauses) prevail over their annexes in case of contradiction with them and each annex prevails over the others according to their position in the list of annexes specific to each document.

- The schedule of general administrative clauses applicable to public contracts for intellectual services (GCCIP) approved by the decree of 16 September 2009
- The schedule of unit and fixed prices.

4.2 Constituent documents of subsequent contracts

- The single document « subsequent contract »

5. Duration – Implementation Deadlines – Time extension

5.1 Duration of the framework agreement

The conclusion of subsequent contracts and the issuance of purchase orders may only be made during the period of validity of the framework agreement.

The period of implementation of each purchase order starts from the date of their notification.

5.2 Extension of the framework agreement

The framework agreement may be subject to 2 extension(s).

The extension is tacit.

The duration of each extension period is as follows:

Period N°	Duration
Period 1	1 year
Period 2	1 year

5.3 Duration and implementation deadlines of subsequent contracts

The period of implementation of subsequent contracts may not be extended beyond the expiry date of the framework agreement unless the obligation to periodically reopen competition among economic operators is not breached.

The duration and deadlines for the implementation of subsequent contracts will be set out in the letter of agreement act related to the subsequent contract.

6. Penalties - Bonuses

6.1 Penalties for delays in the implementation of the subsequent contracts

Penalties for delays may be prescribed in the single document related to subsequent contracts.

6.2 Penalties for non-compliance with formalities relating to the fight against illegal work

In accordance with Articles L 8222-1 and D 8222-5 of the Labour Code, the Service Provider must provide the following documents upon signature of the Contract, then every six (6) months, until the end of the performance of the Contract:

- A certificate of provision of social declarations from the social protection body responsible for collecting social security contributions due by the Service Provider and dated less than six (6) months; this certificate must mention the payment of social security contributions, which must show the identification of the company, the number of employees and the remuneration base as stated in the last summary of social security contributions sent to the collection body;
- [an extract from the entry in the Trade and Companies Register] or [a copy of the identification card proving entry in the Employment Repertoire] or [a receipt for filing a declaration with a business formality centre] [1];
- A declaration on honour issued by the Service Provider certifying that it provides its employees with pay slips in accordance with French regulation[2].

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

In this case, the amount of the applicable penalties:

- is at most equal to 10% of the contract amount;
- and may not exceed that of the fines incurred pursuant to Articles L 8224-1, L 8224-2 and L 8224-5 of the Labour Code.

If AFD is informed in writing that the Service Provider or a sub-delegated person is in irregularity with regard to the required formalities, it will give notice to the latter by registered letter with acknowledgement of receipt to cease this situation without delay.

The Supplier in default must provide proof that he has put an end to the tortious situation. In the absence of regularisation, AFD may either apply the contractual penalties or terminate the Contract without compensation, at the Supplier's expense and risk.

7. Prices – Price variations

7.1 Price contents

The prices of the framework agreement are established by taking into account the hardships defined in article 10.1.3 of the Schedule of General Administrative Clauses for Intellectual Services.

7.2 Pricing type

The services covered by the framework agreement are paid for by applying both unit and fixed prices, the terms of which are given in the schedule of prices constituted by the contracting authority.

[1] For companies in the process of registration or when the Service Provider is not required to register in the Trade and Companies Register or the Trade Register.

[2] To be inserted if the Service Provider employs employees for a period of more than one month

7.3 Price variations

The prices of the framework agreement are firm.

7.4 VAT

In accordance with the explanatory note issued by the French Tax Legislation services dated 28 March 1986, the provision of services specified in Article 259 B of the General Tax Code are exempt from VAT when these provisions of services are commissioned by French public entities in the course of their duty of cooperation and assistance to States or foreign institutions located outside of the European Union.

The service provider may use AFD's specific status, the characteristics of the services to be provided, and the final destination of the services in order to request this exemption from the tax services in the case where a justification may be required.

8. Use of outputs

Applicants are informed that the selected option regarding the use of outputs and describing the respective rights of the contracting authority and the contract holder(s) in this matter will be defined in each subsequent contract.

9. Additional clauses

9.1 Judicial redress or liquidation

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

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

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

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

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

9.2 Declaration and obligations of the service provider

9.2.1 Statement by the service provider

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

The Supplier hereby states:

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

9.2.2 Obligation of confidentiality

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

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

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

The Service Provider therefore undertakes not to disclose, directly or indirectly, in whole or in part, the Confidential Information without AFD'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 any work entrusted to it without prior, express and written authorisation by AFD.

At the end of the contract, the Service Provider shall fully return all documents provided.

9.2.3 Authority of the service provider

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

9.2.4 Integrity clause

The Service Provider hereby warrants that:

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

9.2.5 Sustainable development

AFD is very keen to ensure compliance with the provisions in favour of sustainable development, both in its social and environmental aspects.

Consequently, the Supplier undertakes to comply with the provisions defined in annex.

9.2.6 Personal data

In the context of the Service, the Supplier may process personal data, as defined by Law No. 78-17 of 6 January 1978 as amended (hereinafter referred to as "the Data"), on behalf of and under the responsibility of the AFD. Consequently, the Service Provider would act as a "subcontractor" of AFD, as defined by and under the conditions described in Article 35 of Law No. 78-17 of 6 January 1978 as amended.

Also, if applicable, the Supplier undertakes to:

- not to use the Data for purposes other than those necessary for the implementation of the Service and not to make any copies of the Data other than strictly in the context of the performance of the Contract,
- to respect the principle of relevance and proportionality of the personal data processed and, consequently, to collect/process only the Data strictly necessary for the provision of the Services. In any event, the Supplier undertakes to act only upon prior written instructions from AFD, which may, spontaneously or at the Supplier's request, specify in writing the categories of personal data likely to be processed for the performance of the Service,
- not to transfer the Data to States not belonging to the European Economic Area, as defined in Articles 44 et seq. of RGPD as amended, without AFD's prior written consent.

Subcontracting

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

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

Security, confidentiality and audit

The Service Provider undertakes to treat the Data with the strictest confidentiality. As part of its responsibilities, the Service Provider manages the internal organisation of its company and defines the logical, physical and organisational measures to comply with AFD's specific instructions and, more generally, with the requirements for protecting Data against any unauthorised access, misappropriation, fraudulent use or loss. The Supplier must immediately inform AFD if the measures implemented do not or no longer meet these requirements.

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

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

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

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

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

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

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

Notification of Data Breaches by the Supplier

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

In agreement with AFD, the Supplier shall promptly implement all appropriate measures to prevent any further Data Breaches.

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

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

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

AFD's power of investigation

AFD has extensive rights to give any instructions, particularly with regard to the nature, importance and processing methods of the Data. The instructions given by AFD must be in writing and may not give rise to a request for additional remuneration by the Service Provider.

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

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

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

Rights of the persons concerned

Any request for information from the Service Provider issued by a person concerned by the processing of the Data, as defined in Article 2 of Law No. 78-17 of 6 January 1978 as amended, will be immediately forwarded to the AFD's Data Protection Correspondent or any other person expressly designated by AFD. The same applies to any request for access, rectification or opposition. The Supplier must provide AFD with all necessary assistance in order for AFD to comply with these requests within the legal deadlines.

Formalities

The Supplier must collaborate with AFD and provide all the necessary information so that the latter can draw up and update the list of automated processing operations provided for in Article 47 of the Decree of 20 October 2005 or, more generally, carry out all the necessary formalities prior to the implementation of the processing operation, including impact analyses, authorisation requests or prior consultation of the CNIL.

Proof of conformity of the processing operation

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

The Supplier shall keep said documentation, beyond the end of the Contract, until the end of the applicable limitation period during which AFD's liability may be incurred due to the terms and

conditions of the Supplier's data processing. The Supplier may however be released from this obligation in advance by submitting said documentation to AFD as soon as the Contract ends.

Management of AFD's suppliers

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

9.3 AFD's obligations

To enable the Service Provider to carry out its work successfully, AFD shall:

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

9.4 Miscellaneous

The Service Provider may not transfer any of its rights and/or obligations under this contract without AFD's express prior agreement.

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

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

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

10. Modalities of award of subsequent contracts

If the need arises, the holder may be invited to complete his initial offer in writing within a period of the deadline will be indicated later from the notification of the request.

During the offer submission period, framework agreement holders may request, in due course, to the contracting authority the necessary information for the formulation of their final offer.

The tender letter shall indicate the contact point(s) to which additional information may be requested.

The contracting authority shall provide the requested information within 6 (six) days from the day the request was received.

11. Holdback applicable to subsequent contracts

A holdback may be applied to each payment request in accordance with the requirements of the applicable regulation.

The holdback rate will be set out in article *Holdback* of the Schedule of Specific Administrative Clauses related to subsequent contracts.

12. Settlement of accounts of the subsequent contract holder

12.1 Methods of payment of the price

12.1.1 Payment of the price

In accordance with article 11 of the Schedule of Specific Administrative Clauses for Intellectual Services, the following clarifications are made:

The amount of this framework agreement will be invoiced according to the following schedule
Billing will be based on the time spent and established semin-annually.

12.1.2 Payment Requests

The request for payment shall be dated and shall include, as the case may be:

- the contract references; the subsequent contract references
- the value of the services provided, calculated in accordance with the provisions of the contract, excluding VAT and, where applicable, deducting any discounts or the value of the services corresponding to the period in question;
- the breakdown of flat-rate prices and details 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 VAT and, where applicable, the price variations established excluding VAT and including VAT
- in the case of a consortium, for each economic operator, the amount of services provided by the economic operator;
- the implementation of price updates or revisions;
- where applicable, the allowances, premiums and deductions;
- any penalties for delay;
- advances to be repaid;
- the VAT amount; or, where applicable, the benefit of an exemption
- the amount including VAT

The contracting authority reserves the right to complete or rectify any requests for payment on account that may contain errors or may be incomplete. In this case, it must notify the contract holder of the corrected payment request.

12.1.3 Transmittal of payment claims

Electronic invoices are filed, transmitted and received exclusively on the Chorus Pro invoicing portal. When an invoice is sent outside this portal, AFD may reject it after reminding the issuer of this obligation and inviting it to comply with it.

To do this, your dematerialized invoices sent to AFD must include the following information:

Siret Code	Code SIRET AFD
Establishment	Agence Française de Développement

Service code	*PAR-DOE-028 Energy*
Purchase reference	*To complete with the commitment number on the Chorus Pro portal*
Contract reference	*EGI-2020-149*

For economic operators not covered by the previous scheme, payment requests should be sent to the following address:

Name, address, telephone number of the company's Accounts Payable Accounting

Agence Française de Développement

EGI

5, rue Roland Barthes, 75598 Paris Cedex 12

Tel: 00 33 (0) 1 53 44 31 31 31

12.2 Payments in the event of a joint consortium

In the event of a consortium, only the representative of the consortium is authorised to submit payment claims.

In the case of a joint consortium, a separate payment will be made to each of the consortium members, if the breakdown of the payments is identified at the engagement letter.

The agent of the consortium shall indicate in each payment request it submits to the contracting authority, the breakdown of the payments for each of the consortium members.

The acceptance of a payment to each of consortium members shall not affect the joint and several liability of the consortium members.

12.3 Payment deadlines

The deadlines for the contracting authority or its representative to proceed with the payment of the final partial payments and the balance are set at 30 days.

12.4 VAT

In accordance with the explanatory note issued by the French Tax Legislation services dated 28 March 1986, the provision of services specified in the General Tax Code are exempt from VAT when these provisions of services are commissioned by French public entities in the course of their duty of cooperation and assistance to States or foreign institutions located outside of the European Union.

The service provider may use AFD's specific status, the characteristics of the services to be provided, and the final destination of the services in order to request this exemption from the tax services in the case where a justification may be required.

12.5 Default interest

Failure to pay advances, instalments, final partial payments or the balance within the time limit set by the framework agreement gives right to default interest, calculated from the expiry of the said period until the day of payment, and to the fixed allowance for recovery costs.

The rate of default interest applicable in the event of an overrun of the maximum period for payment 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 six-month period in the calendar year in which the default interest began to accrue, plus eight percentage points.

The amount of the fixed allowance for recovery costs is set at 40 euros.

13. Warranties applicable to subsequent contracts

Except as otherwise provided in the Schedule of Specific Administrative Clauses related to subsequent contracts, Article 28 of the Schedule of General Administrative Clauses for Intellectual Services shall apply.

14. Insurances applicable to subsequent contracts

The holder must prove through a certificate stating the extent of the guarantee at the time of the procurement procedure, and then during the performance of its services if the contract lasts more than one year, that it holds civil liability insurance taken out with a well-known solvency insurance company, covering the financial consequences of any liability it may incur in any capacity, including that of its subcontractors or joint-contractors if the holder is an agent of the consortium, for damages of any kind caused to third parties, including those of to the contracting authority. This coverage shall be maintained for the entire duration of the contract.

Insurance policies should provide sufficient amounts of coverage for the risks incurred and include the consequences of any solidarity.

The holder undertakes to obtain from his subcontractors proof of insurance coverage guaranteeing their liabilities under the same conditions as those specified above.

He undertakes to maintain the required insurance in a state of validity for the duration of his responsibilities.

15. Termination of the framework agreement and subsequent contracts

15.1 Exclusion of a framework agreement holder

The contracting authority reserves the right to exclude, without compensation, a framework agreement holder if he has failed to fulfil one of its following commitments or obligations:

- For failure to submit offers or inappropriate or non-compliant offers on several occasions for subsequent contracts;
- For failure to perform one or more subsequent contracts;

15.2 Termination of the framework agreement

The contracting authority reserves the right to terminate this framework agreement, without compensation, in one of the following cases of insufficient competition:

- Offers for subsequent contracts from all holders of this framework agreement, which are inappropriate or non-compliant or which exceed the evolution of the price indices of the relevant sector, without specific justification in relation to the relevant services;
- Exclusion of too many framework agreement holders pursuant to article *Exclusion of a framework agreement holder* above;

15.3 Effects of termination of the framework agreement on subsequent contracts

The notification of the decision to terminate the framework agreement shall entail termination of the subsequent contract being implemented unless the decision provides for a later effective date.

15.4 Termination of subsequent contracts

15.4.1 Termination by fault

In the event of termination by fault, articles 32 and 36 of the Schedule of General Administrative Clauses for Intellectual Services shall apply with the following details:

The contracting authority may have a third party perform the services provided for in the contract at the holder's expense and risk under the conditions defined in article 36 of the Schedule of General Administrative Clauses for Intellectual Services. The decision to terminate will expressly mention this.

The holder is not entitled to any compensation.

15.4.2 Termination for reasons of public interest

In the event of termination for reasons of public interest, the termination indemnity is set at

5 % of the initial contract amount excluding VAT less the unrevised amount excluding VAT of the accepted services.

16. Conditions for compensation

None of the framework agreement holders shall be entitled to any compensation in the event where, for whatever reason, subsequent contracts are not awarded to one of the holders.

17. Disputes and litigation

In the event of a dispute, French law alone is applicable.

The competent court is the court of performance of the services.

18. Derogations from general documents

The following articles of the Schedule of General Administrative Clauses for Intellectual Services are derogated from by the corresponding articles listed below Schedule of Specific Administrative Clauses :

- Article 4.1 of the Schedule of General Administrative Clauses by article Constituent documents of the framework agreement and subsequent contracts of Schedule of Specific Administrative Clauses .
- Article 12.1.2 of the Schedule of General Administrative Clauses by article Payment in case of a joint consortium of Schedule of Specific Administrative Clauses .

In.....on.....

Read and approved,

The contracting authority

The Framework Agreement holder(s)
or the consortium leader.

Annex : Security

INFORMATION SECURITY IN THE CONTEXT OF
THE PERFORMANCE OF SERVICE CONTRACTS

Service contract

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Definitions

I The Contract

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

II The Client

Refers to the entity of the AFD group (i.e. AFD and/or PROPARCO) party to the Contract.

III The Service Provider

Refers to the service provider party to the Contract.

IV Information system

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

V Information

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

VI Remote connection

Refers to a connection that provides remote access to the Customer's information system from an infrastructure that does not belong to the Customer.

General Information

The Client regularly calls upon service providers, who are required to have access to the Information in the course of performing their services. It is therefore necessary to regulate these accesses to the Information and their use and to define the security rules applicable to service providers.

The purpose of this annex is to secure the conditions for access to and use of the Information, in particular by defining the criteria for granting the Service Provider secure and controlled access to the Information and preventing its unauthorised use.

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 in terms of security

The Client shall provide the Service Provider with its information security documentation (policies, procedures and rules) necessary for the performance of the contract. The Service Provider undertakes to review the documentation provided by the Client with respect to Information security and to comply with the policies, procedures and rules contained therein. The Service Provider undertakes not to disclose this documentation transmitted in the context of the performance of the Contract.

The Service Provider undertakes to subject its personnel and subcontractors working on its behalf to security checks and must be able to provide evidence as to the terms and results of these checks.

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

The Service Provider undertakes to inform the Client in writing, as soon as possible, of any change in the list provided for in the above paragraph and to propose any change it considers necessary concerning the nature or scope of access to the Information. It is the Client's responsibility to formally notify the Service Provider of its agreement to the changes requested. Without this formal agreement, the change is deemed to have been 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 processes information subject to banking secrecy in accordance with the Monetary and Financial Code. The Service Provider undertakes to respect the confidentiality of the client's information in accordance with the professional secrecy governing his profession.

The Client and the Supplier are each responsible for the selection, implementation and maintenance of their own security procedures and policies as well as their adequacy for the services to be provided 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 Supplier pursuant to the Contract. As such, the Service Provider's personnel and its subcontractors are subject to the same controls as the Client's personnel.

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

The Customer reserves the right to deny access to any employee of the Supplier without notice or to require the replacement of such employee if the employee does not comply with the policies, procedures and safety rules.

Access control

The Service Provider undertakes to only access the Information strictly necessary for the performance of its mission. Access to the Information, services and infrastructure granted to the Supplier is limited to the minimum necessary for the performance of its services under the Contract. The Service Provider shall inform the Client as soon as possible if it notices an error in the allocation of accesses that prevents it from carrying out its mission or exceeds the scope of its mission.

Access to the Client's computer system and/or premises is provided in the name of the persons acting on behalf of the Service Provider in the performance of the Agreement.

Access can be permanently protected and documented. For the purposes of protecting and controlling access to its Information, the Client is not limited to the protection mechanisms put in place by the Service Provider. The Client gives, controls and revokes the Service Provider's access to the premises and Information necessary for the performance of the services. In this respect, the Supplier is informed that its personnel performing under the contract may, at any time and without prior notification, be subjected to security checks based on the traces recorded on the Client's IS.

If it is necessary to provide access to "CONFIDENTIAL" classified level information

or higher or to the Client's premises where such information is stored, processed or disseminated, a risk assessment in order 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 only use the computer equipment made available to it by the Client, unless the latter has previously authorised the Service Provider in writing to use other access methods.

Remote connection to the Client’s network

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

The remote connection to the Client's network is subject to permanent logging and archiving for the record.

Risk assessment

Upon the Client's decision, the provision of services may be subject to an evaluation in order to determine the risks in terms of information security. This evaluation focuses mainly on the potential impact on the Client of any breach of the availability, integrity, confidentiality and transmission chain of its Information used in the course of the provision of services.

Final provisions

Failure to comply with this security annex 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 security rules and the measures taken by the Client to remedy them, pursuant to this annex, may not be used by the Service Provider to request any extension of the performance deadlines for the service contract, to which the Service Provider remains bound by, or any exemption from penalties.

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

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ANNEX : SOCIAL AND ENVIRONMENTAL RESPONSIBILITY

The Parties have in common that they have respectively undertaken a global approach to take into account the challenges of sustainable development, aimed at reconciling economic development, social equity, environmental protection and good governance practices.

The three pillars of sustainable development:

- Economic axis: continue to produce the wealth necessary for the population.
- Social axis: to ensure that inequalities are reduced throughout the world.
- Environmental axis: preserving the balance of the environment for future generations.

SER at AFD

AFD has adopted a policy of social and environmental responsibility in order to integrate the principles of sustainable development into both its internal management and its financing. This policy is based on the international declarations and conventions on sustainable development to which the French government has acceded.

SER in internal management

Sustainable development is a key requirement in the group's internal management. Social dialogue, staff mobility and support policy, training programmes, internal case law, professional ethics charter are developed in the light of the challenges of social and environmental responsibility (SER).

In terms of environmental protection, AFD has chosen to focus on "clean energy" for the management of its infrastructure, at its headquarters and in the agencies of its network. In this way, it intends to contribute to the reduction of CO2 emissions. In addition, AFD plans to integrate a process for offsetting greenhouse gas emissions.

AFD has also implemented a program to reduce waste and control its water and electricity consumption. Eco-responsible purchases are encouraged: recycled paper or paper from certified forests in particular.

Operations in the light of sustainable development

Over the years, sustainable development has become an essential component of AFD's operations. Environmental protection and social responsibility issues are now systematically taken into account in the development and implementation of projects.

Particular attention is paid to the private sector. It is the main engine of growth and contributes directly to the achievement of poverty reduction objectives. But it can also have negative impacts on the environment and social cohesion.

Fight against financial crime

AFD is committed to fighting financial crime and corruption by strengthening loan eligibility criteria, disseminating good practices and anti-money laundering tools in the banking sector.

In 2006, AFD created the Permanent Control and Compliance Department. This department is in charge of the fight against money laundering: it issues an opinion prior to any financing decision. The director of the department is the designated correspondent at TRACFIN, the French financial intelligence unit for the fight against money laundering and terrorist financing.

The 8 components of SER with regard to the private sector for AFD

1. taking into account local environmental constraints by promoting loans to co-finance the environmental components and additional costs of industrial or infrastructure investment programmes. This is reflected in the provision of environmental credit lines for partner banks.
2. Contribute to the fight against global warming by focusing on energy efficiency or waste treatment projects that are part of the Kyoto Protocol's Clean Development Mechanisms.
3. Protect biodiversity by developing certain topics such as the sustainable use of tropical forests.
4. Promote the respect of social rights directly in projects and by supporting certain sectors within the framework of the Trade Capacity Building Project (TCBP) of the textile sector in Cambodia, for example.
5. Contribute to the improvement of education and training by promoting public-private social partnerships for secondary or higher private education projects and by pursuing actions in favour of vocational training.
6. Improve the health of business-related populations by promoting private hospital projects through public-private social partnerships and by involving companies in AIDS prevention.
7. Combating financial crime by strengthening eligibility criteria and setting up support tools: €5 million anti-money laundering facility, dissemination of good practices in partnership with the World Bank.
8. Contribute to improving corporate governance by contributing to the World Bank's Global Corporate Governance Forum to develop a number of training tools and by actively participating in the United Nations Global Compact efforts.

SER in the context of the Contract

The Parties undertake to apply their respective SER policies and commitments under the Contract.

ANNEX - RGPD

ARTICLE XXX - PROTECTION OF PERSONAL DATA

For the purposes of the service, XXX will be required to process personal data collected directly by it and/or transmitted by AFD (hereinafter referred to as "the Data").

The processing of this Data, implemented for the purposes of the service, is carried out under the sole responsibility of XXX, the latter acting only in its own name and for its own account. AFD's liability with regard to the processing of the Data by XXX, following the communication of the Data, is expressly excluded.

a) AFD's commitments

With regard to the Data transmitted by AFD, the latter declares that the said Data were collected under the conditions guaranteeing the legality of their communication and further processing by XXX, in accordance with the applicable regulations.

In addition, AFD undertakes to:

- inform XXX, as soon as possible, of any request from a data subject which, in accordance with the applicable regulations, should also be taken into account and processed by any third party recipient of the Data, including XXX.

- provide it, where necessary, with any useful assistance to enable it to respond to a request from a data subject concerning the origin of the Data processed by XXX.

(b) XXX's commitments

XXX undertakes to process the Data in accordance with the applicable regulations on the protection of personal data.

XXX undertakes in particular to put in place appropriate technical and organisational measures to protect the Data against any accidental or unlawful destruction, accidental loss, alteration, disclosure or unauthorised access. These measures ensure a level of security appropriate to the risks resulting from the processing it carries out and to the nature of the Data.

XXX will process without delay and in accordance with its obligations under applicable regulations, any request from a person concerned by the Data transmitted by AFD.

For the purposes of this Agreement, XX and YY shall designate a contact point within their respective organizations responsible for handling requests from persons concerned by the Data and who shall cooperate in good faith with the other Party's contact point, in accordance with the above-mentioned commitments. The designated contact points are as follows:

E-mail address: informatique.libertes@afd.fr

For AFD: The Data Protection Officer

For XXX:[Complete]

Any change with regard to the designation of the contact point of one of the Parties shall be notified within eight days to the other Party by LRAR.