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|  | **PROCUREMENT CONTRACT** |
|  | **Number:** 23-MR5348 |
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|  | **Object of the Contract: ‘Livelihood improvement and climate change response through restoration of degraded landscapes in Kasese Municipality’**[x] **Service -** [ ] **Supplies -**[ ] **Works** |
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| Between  | **EXPERTISE FRANCE SAS** 40, Boulevard de Port-Royal – 75005 Paris – FranceSIRET no.: 808 734 792 00035A simplified joint-stock company with share capital of €828,933Intra-community VAT number: FR36 808734792 |
| And | **Name of the company** (hereafter the “Contractor”)Address:Registration number: |

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| **Award date:**  |

 This Contract is subject to the French Public Procurement Code (CCP) in its applicable version as promulgated under Ordinance no. 2018-1074 of 3 December 2018 covering the legislative elements of the Public Procurement Code and its Implementing Decree no. 2018-1075 of 3 December 2018, covering the regulatory elements of the aforementioned code.The Contract is placed in accordance with the adapted procedure under Articles L. 2123-1 and R. 2123-1 to R. 2123-8 of the CCP. |

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| **Contract amount and breakdown** |

The total Contract amount is:

€XXXXXXXXX exc. VAT

VAT does not apply to this Contract.

The maximum amount corresponds to the ceiling of the cumulative amounts of the purchase orders and subsequent contracts awarded under this Contract.

The maximum amount of the Contract is valid for the entire duration of the Contract, including any renewals. If the maximum amount is reached before the end of a period of validity, the Contract will lapse automatically.

The Contract covers a single item and is subject to a performance obligation. The total Contract amount covers all services, supplies and works due hereunder.

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| **Declarations** |
| The Contractor, its affiliates, suppliers, service providers, consultants and subcontractors (including directors, employees and agents of such entities) hereby declares :1/ that the Contractor is not subject to the prohibitions set out in Articles L.2141-1 to 6 of the French Public Procurement Code or any equivalent prohibition issued in another country ;2/ that the commitments made by the Contractor within the scope of the Contract do not create a situation of conflict of interest that may affect the execution of the Contract ;3/ that the tender submitted only binds the Contractor if its acceptance by Expertise France is notified within 120 days of the tender submission deadline.Furthermore,4/ the Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) certify that: * they do not acquire and don't supply/will not acquire or supply equipment and do not intervene/will not intervene in sectors under embargo by the United Nations, the European Union or France. For information, the list can be found at: <https://www.sanctionsmap.eu> ;
* they are not included in the lists of financial sanctions adopted by the United Nations, the European Union, France and/or the United States, notably in the fight against the financing of terrorism and against attacks on national peace and security. For information, the lists can be consulted at the references below:
* for the United Nations, the United Nations Security Council sanctions lists: <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>,
* for the European Union, the lists can be consulted at the following address: <https://www.sanctionsmap.eu>,
* for France, see: <http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste>,
* for the United States, see: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
* they are not subject to a World Bank exclusion order and are not on the list published by the World Bank. For information, the list can be consulted at the following address: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

*In the hypothesis of such a decision of exclusion, we can join to the present declaration on honor the additional information which would allow to consider that this decision of exclusion is not relevant within the framework of the market.*5/ The Contractor, its affiliates, suppliers, contractors, consultants and subcontractors (including directors, employees and agents of such entities) acknowledge and accept that the above-mentioned situations may lead to the automatic termination of the contract.6/ They undertake to inform Expertise France without delay of any change in our situation during the execution of the Contract with regard to the present declaration. |
| **Signing of the Contract** |
| For the Contractor | For Expertise France |
| Last name:First name:Role:In , on / /  | Last name:First name:Role:In , on / /  |

**special administrative clauses**

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| Contractual documents |
| Description of the contractual documents in decreasing order of priority | 1. This Contract no. 23-MR5348 and its special administrative clauses
2. Annex I: Terms of reference
3. CCAG - General administrative clauses applicable to public procurement for services as applicable on the date the Contract is signed by Expertise France
4. Annex II [Technical Offer] [quote ref.]: XXX
5. Annex III: Expression of interest form
6. Annex IV : Declaration of honour on exclusion criteria and absence of conflict of interest

Acceptance of this Contract by the Contractor entails its unreserved acceptance of these conditions; the Contractor waives its own general terms and conditions of sale where they are contrary to any of the aforementioned contractual documents. |
| Object |
| Services | The object of the Contract 23-MR5348 to provide livelihood improvement and climate change response through restoration of degraded landscapes in Kasese MunicipalityThe detailed object is set out in Annex 1 |
| Specifying department |
| Expertise France department managing the Contract | Sustainable Development |
| Name and contact details of the contact person (project manager, etc.)  | Carole Khalife, administration and finance officer Contact details: carole.khalife@expertisefrance.fr |  |
| Term |  |
| Term of the Contract | 5 months from Contract notification date |  |
| Verification and acceptance activities |  |
| Transfer of ownership only occurs after unreserved acceptance of the services, supplies and/or works by the designated public person, to be issued after quantitative and qualitative verification as stipulated in the applicable CCAG clauses. |
| Verification activities performed by: | Sebastian HICKS, Project Manager CoMSSA project |
| Receipt/validation issued by: | Sebastian HICKS, Project Manager CoMSSA project |
| Terms of performance |  |
| Details of the required services/supplies: | Please see terms of reference |  |
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| Identification and role of the project manager  | The works covered by the Contract form part of activities managed by: Sebastian HicksThe role of project manager, who is notably responsible for the works and verification activities, is defined in the Works CCAG (general administrative conditions). |  |
| Environmental protection measures | The Contractor agrees to abide by the Environment Code, in particular the provisions regarding waste. The Contractor’s attention is drawn to the fact of its ownership of the wastes it produces, regardless of the type, whether inert, non-hazardous industrial, special industrial or packaging, until their complete disposal.Within the framework of the policy to combat imported deforestation and in the hypothesis of the use of raw materials or processed products, the Contractor undertakes to evaluate precisely the quantities really necessary and to study alternatives to the products at risk listed below: * Meat;
* Eggs ;
* Dairy products ;
* Ready-made meals, margarine, spreads;
* Leather shoes ;
* Automotive upholstery ;
* Household and cleaning products ;
* Agrofuels ;
* Lumber ;
* Solid wood or particle;
* Fuels ;
* Paper ;
* Cardboard ;
* Textiles ;
* Coffee, chocolate ;
* Exotic fruits ;
* Electronics.

For more information, the guide Engaging in Zero Deforestation Public Procurement is available at the following email address: <https://www.ecologie.gouv.fr/sites/default/files/Guide_politique_achat_public_zero_deforestation.pdf> |  |
| Financial provisions |  |
| Nature of prices | Prices are firm, final and non-modifiable. |  |
| Down payment | N/A |  |
| Advances/Balance | An advance payment of 20% is made to the Contractor after the Contract award date. The down payment is made on one occasion after the Contract has been awarded. The down payment is deducted from the amounts due to the Contractor in consideration for execution of the Contract (advances, partial payments and balance). The amounts of such advances may not exceed the value of the works performed by the Contractor and validated by Expertise France. Payment of an advance does not constitute proof of acceptance, even partially, nor does it release the Contractor from its obligations under the Contract or with regard to the item in questionAn equivalent of 30% of the total amount of the contract shall be paid once Expertise France approves the deliverable 2 and 3.An equivalent of 50% of the total amount of the contract shall be paid once Expertise France approves the final report of works completed to Expertise France. (deliverable 5).Payment of the balance of the item constitutes final settlement and will be made after final acceptance and validation of all relevant services |  |
| Taxes and duties | The Contractor shall directly bear the cost of all taxes, fees and duties, regardless of type, that may be levied as part of the Contract, both in the Contractor’s home country and in the country or countries where the services are performed. |  |
| Payment terms | The payment terms for amounts due under the Contract are 30 days maximum from date of invoice acceptance or the date of service acceptance (if a later date).  |  |
| Invoicing | In addition to the legal notices (intracommunity VAT no.), invoices relating to the Contract must contain the following information:* Company name, address and registered office of the Contractor;
* Registration number of the Contractor (SIRET or equivalent);
* Bank account details;
* Reference number of the Contract;
* The reference and title of the cooperation project if applicable;
* Clear and accurate description of the equipment/supplies sold and/or services performed.
* If the Contractor’s bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the form duly completed in all cases.

Invoices are to be forwarded via the Chorus Pro system, and must state the department code provided above corresponding to the department of Expertise France on behalf of which the Contract has been placed.If the Contractor is not obliged to forward invoices via Chorus, it may submit its invoices to the following address: Sebastian.hicks@expertisefrance.fr |  |
| Data protection |  |
| Confidentiality | The Contractor shall treat as private and maintain the confidentiality of all documents and information received or of which it becomes aware in the context of the Project. It shall maintain the secrecy thereof and not use them for any purpose other than execution of the Contract.In this regard, the Contractor undertakes: * To protect and maintain the confidentiality of information considered or presented as such;
* To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
* Only to reveal confidential information to its personnel and third parties involved in performance of the Contract after having received prior written and express approval from Expertise France;
* To take all necessary steps such that its personnel and third parties involved in execution of the Contract, who become aware of confidential information, undertake to treat such information with the same level of confidentiality as set out in this clause;
* As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the Contract, as soon as said confidential information is communicated to the aforementioned persons;
* To reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of service delivery, the Contractor may not disclose any element of the Contract without prior written consent from the other party. |  |
| Personal data protection | The Contract may require the processing of personal data. The parties undertake to comply with regulations on the processing of personal data in accordance with amended law no. 78-17 of 6 January 1978 relating to data processing, files and liberties and regulation (EU) 2016/679, known as the General Data Protection Regulation (GDPR).The Contractor notably undertakes to:* Process personal data solely for the purposes of the Contract;
* Ensure that persons authorised to process personal data undertake to maintain its confidentiality or are bound by an appropriate legal obligation of confidentiality;
* Implement appropriate technical and organisational measures to guarantee a level of security commensurate with the risks resulting from the Contract, notably with regard to data encryption, confidentiality and integrity;
* Notify Expertise France, via any means, of any personal data breach within 24 hours of becoming aware of any such event;
* Assist Expertise France in its obligation to respond to requests it may receive from data subjects;
* Delete all personal data or return it to Expertise France on conclusion of the services covered by the Contract, as specified by the latter, unless EU law or that of the member state requires such data to be retained;
* Make available to Expertise France all information it may require to demonstrate compliance with the obligations set out in this article and to enable audits to be conducted by the latter or by any other person of its choice.

Expertise France notably undertakes to:* Ensure compliance, prior to and throughout the term of the Contract, by the Contractor with the obligations of GDPR and those set out in French data protection legislation;
* Provide the Contractor with the personal data required for execution of the Contract;
* Notify the Contractor in writing of any special instruction relating to necessary data processing.

Where the Contractor uses a data processor to process personal data during execution of the Contract, it must obtain prior written authorisation from Expertise France. Similarly, the Contractor shall notify Expertise France of any planned change concerning the addition or replacement of processors, thereby enabling Expertise France to issue any objections it may have in this regard.The same obligations concerning data protection as those set out in the Contract are mandatory for processors, notably regarding the provision of adequate guarantees for the implementation of appropriate technical and organisational measures ensuring the protection of personal data. Should any processor fail to meet its obligations, the Contractor shall remain fully responsible vis-à-vis the Expertise France for the fulfillment of the processor’s obligations. In the event of non-compliance with the aforementioned provisions, the Contractor is reminded that its liability may be invoked. In the event of any breach of professional secrecy or non-compliance with the aforementioned provisions, Expertise France may immediately terminate the Contract without compensation for the Contractor. |  |
| Audit |  |
| The contractor may be submitted to an audit concerning compliance with the regulations and contractual obligations applicable to the performance of the present contract. This audit may be carried out by Expertise France or by a third party appointed by Expertise France and may not be refused by the contractor. If the audit is carried out by a third party, the appointed third party must not be a direct competitor of the contractor. Scheduled audits may be carried out periodically or spontaneously at the request of Expertise France or a third party. In all cases, the contractor will be informed at least 5 working days in advance.The contractor therefore undertakes to:* allow Expertise France or the appointed entity, and facilitate their access to the information required to carry out the audits,
* submit documents relating to the performance of the present contract as well as any documents required by the auditors,
* demonstrate transparency and respond to auditors' requests,
* implement any corrective measures that may be necessary.

Expertise France will notify the contractor of the identity of the audit structure selected in the case of an external firm, the purpose of the assignment, the planned duration of the assignment and the names of the experts assigned. The conclusions of the audit report will be sent to each of the Parties by any means deemed appropriate by Expertise France.The conclusions may prescribe the implementation of actions and a deadline for completion.Any refusal by the contractor to comply with the audit exercises and/or their conclusions gives as of right to Expertise France the possibility to terminate the present contract without compensation. |  |
| Risk prevention and Code of Conduct |  |
| Safety and security measures and responsabilities | The Contractor is the only one who is responsible for the safety of the people and property that he mobilizes for the execution of the present Contract and in this respect, takes all necessary measures. He undertakes to ensure that all of his employees and subcontractors comply with the safety instructions that he issues.In the event of an incident and/or direct or indirect attack on the safety of people directly or indirectly mobilised by the contractor or its equipment, Expertise France cannot be held responsible in any way whatsoever. |  |
| Code of Conduct | The Contractor further undertakes to familiarise itself with the [Expertise France Code of Conduct](https://www.expertisefrance.fr/documents/20182/426622/Expertise%2BFrance%2B%E2%80%93%2BCode%2Bde%2Bconduite/2408659b-a84e-45ac-a142-47d5dc21faff) and to strictly comply with said code (accessible on the Expertise France website: www.expertisefrance.fr).Any breach of the safety and security rules or the Code of Conduct may lead to termination of the Contract and invoke the liability of the Contractor. |  |
| Dispute resolution |  |
| Any dispute between the parties regarding the existence, validity, interpretation, execution or termination of the Contract (or any of its clauses), which the parties are unable to settle amicably within thirty days of the dispute having been notified by the complainant to the other party, shall be referred to the jurisdiction of the Paris Administrative Court.The Contract shall be governed by French law. |

Annex I: Terms of reference

CCAG - General administrative clauses applicable to public procurement for as applicable on the date the Contract is signed by Expertise France

Annex III: Expression of interest form

Annex IV : Declaration of honour on exclusion criteria and absence of conflict of interest

**ANNEX II – Etc… (to align with the section entitled Identification of Annexes)**