

SPECIAL TERMS AND CONDITIONS (STC)

**Framework agreement for purchase orders concerning
assistance with the preparation and development of the
programme URBACT V
(2 lots)**

Service contract concluded following an open call for tenders procedure in application of articles L. 2124-1 - L. 2124-2 and R. 2124-1 - R. 2124-2 of the public procurement code.

Public Buyer:

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In accordance with Law No. 94-665 of August 4, 1994, all documents relating to this contract use the French language. All documents written in another language must be faithfully translated into French.

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PREAMBLE

1. European Territorial Cooperation programme framework of URBACT IV

URBACT ([link](#)) is part of the European Territorial Cooperation objective of the EU cohesion policy. It is part of the 'interregional cooperation' strand of INTERREG ('strand C') and the only programme specifically promoting cooperation between cities within European networks. URBACT facilitates the sharing of knowledge and good practices between cities and other levels of government. It is a European exchange programme promoting sustainable and integrated urban development in line with the objectives of European Cohesion policy and the Urban Agenda for the EU.

The URBACT IV programme (2021-2027) was approved by the European Commission on 19 September 2022 and is financed by the European Regional Development Fund (ERDF), the Instrument for Pre-Accession Assistance (IPA), the Neighbourhood, Development and International Cooperation Instrument (NDICI) and national contributions of 27 Member States and 2 Partners States (Switzerland and Norway). The Managing Authority of the URBACT IV programme is the National Agency for Territorial Cohesion (Agence National de la Cohésion des Territoires – ANCT) in France, based in Paris.

The purpose of URBACT IV is to promote integrated sustainable development in cities, to improve cities' policies and the effectiveness of Cohesion policy in cities. The main principles of the policy are supported by the programme (participation and multi-stakeholder approaches, integrated and place-based development strategies, multi-level-governance and partnership).

URBACT IV is building on the positive experiences of URBACT I (2002-2006), URBACT II (2007-2013) and URBACT III (2014-2020). URBACT I-III has financed 167 networks gathering a total of 1 414 partner cities (multiple participations of cities included) which have tackled major challenges faced by cities such as social inclusion, physical planning and urban renewal, competitiveness of SMEs, employment and labour mobility, etc. More recent networks and knowledge activities cover burning issues of today, like housing, migration, new economy and digitalisation, environmental protection, climate change, and other newly emerging topics.

URBACT IV is currently being implemented with 65 ongoing networks (30 Action Planning Networks started in 2023, 10 Innovation Transfer Networks started in 2024, 25 Transfer Networks started in 2025). In total, they are gathering 525 cities from 32 countries. Further calls for URBACT projects will be launched in 2026. The capacity building and knowledge activities of the programme are in full development.

2. Context of this service contract – Programming URBACT V

2.1 Background

In the summer of 2025, the European Commission published the legislative package for the 2028-2034 multiannual financial framework (MFF), including the future Cohesion policy ([link](#)). In September 2025, negotiations on the legislative proposals began in the working groups of the Council of the European Union and the committees of the other European institutions.

The European Commission proposes the continuation of INTERREG in its current four strands of cooperation and with a slightly higher budget than in the current period. However, the proposed regulations for the EU budget 2028-2034 do not mention specific INTERREG programmes at this stage. Instead, a single INTERREG Plan is proposed, which would be adopted by the European Commission and include chapters for each INTERREG programme (see Article 10 of the proposed 'NRP regulation' and Chapter II of the proposed 'ERDF regulation'). In addition, the legislative package sets a framework for simplified and more result-

based delivery mechanisms and management and governance structures for the future INTERREG programmes, which shall be further defined in the INTERREG Plan.

Under the proposal for a Regulation of the European Parliament and the Council establishing the European Fund for Regional Development and the Cohesion Fund as part of the National and Regional Partnership Plan – “ERDF/CF proposal” (COM(2025) 552 final), shared management mode is included, as well as a strand for ‘cooperation to reinforce the effectiveness of cohesion policy by promoting exchange of experiences, innovative approaches and capacity building (interregional cooperation)’ under the scope of European Territorial Cooperation. This proposal offers space for the continuation of URBACT.

Member States have agreed to thus work on the preparation of URBACT V to be included as chapter in the future INTERREG Plan.

The programming work for URBACT V for the 2028-2034 funding period has started in 2025. In order to prepare for the programming process, the URBACT IV programme Monitoring Committee has created a Task Force “Post 2027”. A first meeting of this Task Force took place on 7 October 2025 in Copenhagen, Denmark, and a second meeting was held on 16 February 2026 in Paris, France.

Based on the results of the URBACT Harvesting report on the INTERREG stakeholder consultation on the future Cohesion policy from 2024 and against the backdrop of the Commission’s proposals for the future legislative framework, the Task force “Post 2027” allowed for an informal debate among interested Member States on different scenarios for the future URBACT. The first meeting resulted in the proposition to set up a Programming Committee for URBACT V under INTERREG by decision of the URBACT IV Monitoring Committee. This decision has been taken by the Monitoring Committee on 17 February 2026 at the meeting in Paris.

The role of the URBACT V Programming Committee will be to monitor the overall programming process, to supervise the expertise support, to share experience and knowledge, to approve the programming process, the strategy and content of the programming at its different stages, and to decide on the draft and final versions of the programme documents, including the document(s) mandated for submission to the European Commission.

The Programming Committee is composed of representatives of the EU Member States and Partner States of the programme, the European Commission (Directorate General for Regional and Urban Policy), the Committee of the Regions, the Council of European Municipalities, the European Urban Initiative, the URBACT Managing Authority and Joint Secretariat.

2.2 Programming process, objective and timetable

The programming process for URBACT V is currently planned in three phases:

- Phase 1: Exploratory phase (March – June 2026),
- Phase 2: Design and consolidation phase (July – December 2026),
- Phase 3: Adjustment and finalisation phase (January – May 2027).

The process should allow for identifying essential elements, key questions and possible options (including the assessment of advantages and disadvantages and the evaluation of different positions, opinions and contributions to the discussions) for the programming of URBACT V in order to facilitate the positioning and determine the direction in which the programme should evolve, considering also interactions with other European policies and initiatives relevant for cities, and to design and draft the programme document(s) accordingly.

The objective is to reach a decision on the URBACT V programme document(s) and the URBACT chapter for the proposed European INTERREG plan by May 2027 for submission to the European Commission by June 2027.

A Programming Committee meeting is planned for each phase (spring 2026, autumn 2026 and early 2027). Partners and cities will be involved and consulted through focus group meetings and workshops (two sessions, in spring and autumn 2026).

According to the current planning, the programming process should be completed by mid-2027, depending on the further negotiations of the legislative package for the EU budget 2028-2034. The goal is to submit the URBACT V chapter for the proposed INTERREG Plan to the European Commission in summer 2027.

3. Legal basis and main documents of the URBACT programme

3.1. EU Law and Guidances

Regulation (EU) No 2021/1060 (Common Provisions Regulation – CPR);

Regulation (EU) No 2021/1059 (ETC Regulation);

This list of Commission Regulation and Guidance is not exhaustive and might change throughout the duration of the contract.

3.2. Literature regarding the programme

URBACT IV Operational Programme CCI 2021TC16FFIR001 approved by the Commission on 15 December 2023 ([see here](#));

Programme Manual ([see here](#));

Programme evaluation plan ([see here](#));

Description of the management and control system of the URBACT IV programme (will be made available to the contract holder after the notification of the contract).

3.3. Other documents

COMMISSION STAFF WORKING DOCUMENT Performance, monitoring and evaluation of the European Regional Development Fund, the Cohesion Fund and the Just Transition Fund in 2021-2027 3. Structures involved in programme management ([see here](#));

COMMISSION STAFF WORKING DOCUMENT Better Regulation Guidelines and toolbox ([see here](#)).

URBACT Harvesting report from the INTERREG stakeholder consultation on the future of Cohesion policy 2024 ([see here](#)).

4. Structures involved in the URBACT programme management

The organisation of the programme described in the cooperation programme makes use of the following structures:

- the Managing Authority (MA)
- the Audit Authority (AA)
- the Group of Auditors (GoA)
- the Monitoring Committee (MC)
- the Joint Secretariat (JS)

4.1 The Managing Authority (MA)

The Managing Authority (MA) is the National Agency for Territorial Cohesion (Agence Nationale de la Cohésion des Territoires - ANCT) - Direction Générale Déléguée Politique de la Ville.

The MA is supported by a Joint Secretariat (JS) hosted also by ANCT.

The accounting function is internalised within the MA.

4.2 The Audit Authority (AA)

The audit authority is the « Autorité nationale d'Audit pour les Fonds européens» (AnAFé), based in Paris, France. The AA is functionally independent from the managing authority and its missions are described in Article 48 of Regulation 2021/1059.

4.3 The Group of Auditors (GoA)

In accordance with Article 48 of Regulation (EU) No 2021/1059 the AA is assisted by a Group of auditors. The Group of Auditors (GoA) comprises representatives of each EU Member State participating in the cooperation programme carrying out the duties provided for in Article 48 of Regulation (EU) No 2021/1059. It will also comprise representatives from the 7 IPA and NDICI countries if the programme extension is confirmed. Norway chose not to participate in the group of auditors in the 2021-2027 period. Each Partner States shall be responsible for the audits carried out on its territory.

4.4 The Monitoring Committee (MC)

In accordance with Article 28 of Regulation (EU) No 2021/1059, a Monitoring Committee (MC) was set up to monitor the implementation of the programme in agreement with the MA.

The Monitoring Committee is made of:

- up to four representatives (two members and two deputies) per country (27 EU Member States and Partner States: Norway, Switzerland, Albania, Montenegro, Serbia, North Macedonia, Bosnia-Herzegovina, Ukraine and Moldova) at the appropriate governance level;
- representatives of the European Commission, the Committee of the Regions (CoR), Council of European Municipalities and Regions (CEMR), Permanent Secretariat of the European Urban Initiative (EUI), the URBACT Managing Authority and the Joint Secretariat;
- the audit authority can participate as an independent observer.

The MC in accordance with Article 38 of Regulation (EU) No 2021/1060 and article 30 of Regulation (EU) 2021/1059, shall review the implementation of the programme and progress towards achieving its objectives, and more specifically the functions listed in Article 40 of Regulation (EU) No 2021/1060. The MC is also responsible for selecting the projects financed by the cooperation programme in line with Article 22 of Regulation (EU) No 2021/1059.

4.5 The Joint Secretariat (JS)

Based in the ANCT, the Joint Secretariat is in charge of the daily management of the programme.

The JS assists the Managing Authority and the Monitoring Committee in their tasks and responsibilities. It also acts as a point of contact for projects partners and responsible for operations when submitting the application and carrying out the operations.

5. Structures involved in entering into and executing this contract

The National Agency for Territorial Cohesion (ANCT), as Managing Authority and awarding authority, enters into the contract with the contract holder and is the signatory of the contract.

The Joint Secretariat will be responsible for the implementation and follow up of the service contract.

ARTICLE 1. PURPOSE OF THE CONTRACT

The URBACT IV Managing Authority is launching this call for tenders to select a service provider/expert (consultant) responsible for providing support and assistance to the URBACT Managing Authority and the URBACT Joint Secretariat to facilitate the preparation and implementation of the URBACT V programming process; responsible for developing, in collaboration with the URBACT V Programming Committee and in consultation with stakeholders, the URBACT V programme, key documents and the future URBACT chapter of the INTERREG plan; and who will amend them, if necessary, in consultation with the Programming Committee, in accordance with the requirements and guidelines of the European Commission, in order to finalise the URBACT V programme documents.

The consultant will work closely with the Joint Secretariat and assist in drafting and revising documents, collecting and analysing feedback, organising, facilitating and animating meetings (Programming Committee meetings, workshops and focus group meetings, online and in person), note-taking.

The framework agreement is composed of 2 lots:

Lot 1: Strategic support

Lot 2: Technical support

ARTICLE 2. CONTRACTUAL DOCUMENTS

The framework agreement consists of the contractual documents listed below in order of decreasing priority:

- the tender agreement (ATTRI 1) and its financial annex, the work unit schedule, acting as financial offer;
- these special technical conditions (STC) and its annexes;
- the General Administrative Conditions applicable to the procurement of intellectual services (CCAG/PI), approved by the Decision of 30 March 2021;
- Special subcontracting acts and their amendments, subsequent to notification of the contract;
- the contractor's proposal.

Only the original documents preserved in the archives of the Contracting Authority are authentic proof.

ARTICLE 3. PROCEDURE, FORM OF THE CONTRACT AND FORM OF THE NOTIFICATIONS

3.1 Procedure and form:

This contract is a service contract awarded under an open call procedure in accordance with Article L. 2124-1, R. 2124-1, R. 2124-2-1° of the French Public Procurement Code.

This is a unit price market, it is executed as purchase orders are issued. The execution of the purchase order can be carried out up to 3 months after the end of this contract.

In accordance with article R. 2162-4-3° of the public procurement code, the purchase order component of the market is concluded with a maximum defined as follows for each of the lots:

Lot 1	Nature of services	Duration	Maximum value of the purchase orders in € (excluding VAT)
Fixed period	Fixed component	18 months	90 000 €
1st period of renewal	Optional component A	12 months	18 000 €
2nd period of renewal	Optional component B	6 months	18 000 €
Maximum amount (all renewal periods included)			126 000 € maximum

Lot 2	Nature of services	Duration	Maximum value of the purchase orders in € (excluding VAT)
Fixed period	Fixed component	18 months	70 000 €
1st period of renewal	Optional component A	12 months	14 000 €
2nd period of renewal	Optional component B	6 months	14 000 €
Maximum amount (all renewal periods included)			98 000 € maximum

3.2 Lots

This contract is divided in 2 lots.

The URBACT IV programme is funded for the period 2021-2027. Expenditure is eligible until December 31, 2029.

3.3 Form of notifications

The notification to the contract holder of decisions or information by the contracting authority which include a deadline is carried out:

- Either directly to the contract holder, or to its duly qualified representative in return for a receipt (delivered into his hands);
- Or by letter (recorded delivery letter with acknowledgement of receipt);
- Or by electronic communications or on electronic media. The communication methods must enable a receipt date to be given with certainty;
- Or by any other means that confirms the receipt date of the decision or the information.

3.4 Review clause

In the event of a circumstance that diligent parties could not foresee in its nature or extent and which significantly modifies the conditions of execution of the contract, the parties examine in good faith the consequences, particularly financial, of this circumstance.

Where applicable, the parties agree, by amendment, on the terms of coverage, total or partial, of the additional costs directly induced by this circumstance on the basis of supporting documents provided by the Holder. It is considered, in particular:

- additional costs linked to modifications to the execution of services;
- consequences linked to the extension of contract execution deadlines.

The holder is required to request, in good time, that contradictory findings be made to enable the buyer to evaluate the additional means actually implemented.

Excluded from this evaluation are price increases considered in the indexes or indices used for the revision of prices.

Additional costs borne by the buyer may be subject to an advance under the conditions set out in the specific contractual documents or in the amendment concluded pursuant to this article.

In accordance with articles L. 2194-1 and R. 2194-1 of the public procurement code, the ANCT reserves the right to add services to the unit price schedules, to extend the duration of the contract, to provide modifications concerning the terms of execution and deliverables, the clauses on the terms of invoicing and payment. These modifications will be the subject of an amendment.

ARTICLE 4. DURATION OF THE FRAMEWORK AGREEMENT

Each of the lots of the framework agreement come into effect from its notification to the contract holder for an **initial period of 18 months**. It can then be renewed twice:

- once for an **optional component (A)** for a period of up to 12 months,
- once for an **optional component (B)** for a period of up to 6 months.

This renewal is tacit and cannot be refused by the contract holder. Nevertheless, the contract may be not renewed by the Public Purchaser under express decision.

The duration of the contract is determined in accordance with Article L. 2125-1 of the French Public Procurement Code. It takes into consideration:

- the particularities of the URBACT IV program regarding the duration of the contract, the eligibility of the period and the information obligation towards the European Commission.

ARTICLE 5. SERVICES TO BE PROVIDED

The contractor must carry out all the services presented and detailed to the CCP, in accordance with the rules of the art and contributing to a quality service.

In order to appropriately design, structure and support the discussion and drafting process for the URBACT V programme, consulting services will be provided for the following tasks (lots), which are to be carried out in parallel, in close cooperation, complementing and supporting each other:

a) Strategic support (lot 1)

The consultant for lot 1 shall provide support for designing and drafting the essential elements for the future strategic direction and architecture of the URBACT programme (in terms of content, approach, governance and implementation mechanisms, European policy framework and programme objectives, including the European Agenda for Cities and the Urban Agenda for the EU, programme partners, intervention strategy/logic).

The strategic support shall include support for the implementation of the partnership principle and for designing and drafting essential elements for the interfaces of the URBACT programme with other relevant (external) partners, such as the European Urban Initiative (EUI), other European urban initiatives and programmes, other European territorial cooperation programmes (INTERREG), national and regional programmes and initiatives relevant for cities (e.g. future National and Regional Partnership Plans), international and external relations (e.g. future Global Europe, UN-Habitat); including joint objectives, complementarities and synergies, fields and methods for cooperation.

b) Technical support (lot 2)

The consultant for lot 2 shall provide support for designing and drafting the essential elements for future technical and administrative delivery of the URBACT programme (including performance-based approach and simplification, subsidy contracts, monitoring and reporting, audit, evaluation, management and governance).

For each lot (lot 1 and 2), the following services shall be provided as a fixed component:

- Analysis of the regulations and interfaces proposed in the legislative package for the future Cohesion policy and ongoing discussions that are relevant to the URBACT programme (documentary research, interviews with key stakeholders, coordination).
- Facilitating the preparation and implementation of the programming process for URBACT V, in particular preparing, facilitating and participating in **3 in-person Programming Committee meetings** (drafting the agenda, identifying key topics and questions, drafting preparatory documents, animating parts of the meetings of ca. 1 day, taking notes). The dates and places for the first two Programming Committee meetings have already been set: Wednesday, **27 May 2026**, in Brussels (Belgium), and Thursday, **29 October 2026**, in Dublin (Ireland). The third meeting is planned for spring 2027.
- Preparing, facilitating and participating in online or in-person focus group meetings/workshops of ca. ½ day (drafting the agenda, identifying key topics and questions, identifying key actors and stakeholders for input, drafting preparatory documents, animating the meetings/workshops, taking notes).

For **lot 1**, a total number of **8 meetings/workshops** shall be foreseen.

For **lot 2** a total number of **4 meetings/workshops**.

- Drawing-up, in close cooperation between the service providers of lot 1 and 2, in consideration of the dialogue with stakeholders, and in collaboration with the URBACT V Programming Committee, the URBACT V programme, the key documents and the future URBACT Chapter for the INTERREG Plan, the Programme Manual and related administrative procedures; and amending these, where necessary, in consultation with the Programming Committee in accordance with the European Commission's requirements and guidelines, to finalise the URBACT V programme documents (ensuring overall coherence, resolving gaps and frictions, reinforcing synergies, adjusting timelines, proof-reading and layout; coordination, integration of iterations with Members of the Programming Committee and with the European Commission – comments and inter-service consultations).

These services of the fixed component shall be delivered during a period of max. 18 months.

In addition, as an **optional component (A)**, maximum 20% of the initial value of the contract per lot may be added in case there is need to extend the services because additional needs are identified during the programming process or if changes or delays in the underlying regulatory process or the political framework necessitate adjustments in the programming. In that case, the contract may be prolonged for a period of up to 12 months.

Moreover, as an **optional component (B)**, maximum 20% of the initial value of the contract per lot may be added for a period of up to 6 months in case there is need to review the programme documents/chapter after submission to the European Commission.

The consultant will work closely with the URBACT Managing Authority and the Joint Secretariat, which shall be the first point of contact. Regular e-mail correspondence and coordination meetings with the URBACT Secretariat and the Managing Authority (in person or online) shall ensure an efficient organisation of the work and the proper preparation and follow-up of programming meetings and workshops, and allow for monitoring the delivery of tasks and adapting the planning if necessary.

ARTICLE 6. PERFORMANCE PROVISION

6.1 Methods of execution

At meetings and workshops, at least one senior member of the expert team has to be present who is fluent in English.

For coordination meetings with the MA/JS, the agenda and materials must be shared at least one week before the event, to give time for MA/JS to read them before the meeting.

For meetings of the Programming Committee, materials must be shared at least three weeks before the event.

For workshops and focus group meetings, the agenda, the invitation, a workshop scenario and the materials must be shared in due course before the event.

Online coordination meetings and e-mail exchanges between the contractor and the URBACT Secretariat shall ensure regular updates on the progress of activities, in order to monitor the delivery of tasks and to adapt the planning if necessary.

Clear and detailed documentation of the meeting and workshop results must be provided by the experts.

6.2 Place of service delivery

Place of service delivery is in France, at headquarters of the contracting authority.

6.3 Composition and profiles of the consultants/consultants' team

In the context of this tender procedure, it is specified that each lot must be carried out by a dedicated and separate team.

An economic operator, whether acting alone or as part of a consortium of economic operators, is permitted to submit a tender for one or both lots. However, should the same economic operator or the same consortium apply for several lots, they must ensure that the consortium comprises different experts.

Failure to comply with this requirement may result in the rejection of applications.

The following profile is requested for the consultants:

- at least 5 years of professional experience in EU Cohesion policy,
- excellent and proven knowledge of European Territorial Cooperation programmes and their operation (e.g. drafting, negotiating, monitoring or evaluating ETC programmes),
- excellent knowledge of the proposed legislative package for the [Multiannual financial framework \(MFF\)](#) 2028-2034 and the future Cohesion policy,
- good knowledge of European urban policies, programmes and initiatives; good knowledge of URBACT is a plus,
- general knowledge of national urban policies and the future challenges of cities in Europe
- strong analytical and drafting skills,

- availability for the two upcoming Programming Committee meetings on the dates specified, general flexibility and availability to specify dates for the other meetings required,
- strong animation skills and technical skills for online meetings,
- proven proficiency in written and spoken English.

Any change in the consultants' team (including its number or composition) shall be notified in due time and approved by the MA/JS.

The bidders shall submit in their offers a description of the management arrangements for the team, including a description of the specific roles and responsibilities of the team members, and a breakdown of the person days by task and team member (at least senior and junior).

6.5 Evaluation of the holder

At the end of the service, the holder(s) is/are evaluated by the ANCT in accordance with the evaluation grid annexed to this CCP.

In the event of an unsatisfactory general score, a rebate may be applied in accordance with article 11.2 of the CCP.

The holder is informed that these evaluations may be published, without prejudice to industrial and commercial secrecy, private life secrecy and business secrecy. This publication will be carried out in accordance with the rules applicable to the communication of administrative documents, and in particular with regard to the rules provided for by the code of relations between the public and the administration and specified by the Commission for Access to Administrative Documents (CADA).

ARTICLE 7 – OBLIGATION OF THE HOLDER AND OF THE CONTRACTING AUTHORITY

7.1 Obligation of advice and information for the holder

The holder is bound by a permanent obligation of advice and warning, relating to the hardware, software and services provided. The holder has an obligation to advise or alert if he becomes aware, during his interventions, of potential disturbances or malfunctions in the context of the service. This obligation of advice incumbent on the holder is spontaneous. The latter must, on its own initiative, communicate to the ANCT any information enabling it to prevent any obstacle to the proper execution of this contract.

This obligation to advise may result in the production of a report which describes the risks and threats and proposes actions to reduce them.

In the event that the holder does not respect this obligation, it cannot rely on an inconsistency in the market to exempt itself from its contractual obligations.

7.2 Professional Confidentiality

For the execution of this contract, the holder is subject, beyond compliance with article 5.1 of the CCAG-PI, to professional secrecy as well as an obligation of discretion, including after the expiration of the contract. It undertakes to respect and ensure respect by its employees, partners, collaborators, and possible subcontractors, the confidentiality of the facts, information, information, studies and other documents that it may hold or become aware of in the framework for the execution of the missions entrusted to it on the basis of this contract.

Throughout the execution and including after the expiration of the contract, the information, documents or objects given to the holder in the exercise of his service as well as the supports established during the execution of the framework agreement, cannot, under any circumstances, be communicated to third parties, nor to members of the company not participating in the dedicated team, unless expressly agreed by the ANCT. Under the same conditions, the holder cannot disclose any information, in writing or orally, on the files and matters he handles. The holder cannot make any public comments, orally or in writing, on the files and matters entrusted to him, without express authorization from the ANCT.

The data that the service provider and consultants collect from the ANCT or third parties with whom they exchange for the purposes of their service are used for the sole purpose of carrying out this same service. Any use for any other purpose is prohibited.

When the services are to be performed under specific confidentiality conditions, the holder must observe the specific provisions communicated to him by the ANCT. He cannot claim compensation for this reason unless he provides proof that the conditions imposed on him made execution more difficult or more onerous.

The holder must take all measures to ensure the conservation and protection of the elements given to him and which are of a confidential nature. In the event of paper delivery of documents, the premises must be subject to protection measures against intrusions, disasters and other incidents. If electronic documents are held, the holder must ensure that all measures are taken against intrusions and hostile applications. He must immediately notify the ANCT of any disappearance as well as any incident that could result in a violation of confidentiality.

At the end of the service or in the event of early termination of the contract for any reason whatsoever, the information and all documents received by the holder must be returned to the ANCT. The holder undertakes not to keep any copies of the documents returned on any medium whatsoever, with the exception of those which are strictly necessary to comply with the legal, regulatory and ethical provisions to which it is subject.

In the event of non-compliance with the above-mentioned obligations and regardless of any disciplinary and criminal sanctions potentially incurred, the holder is exposed to termination of the contract at his sole discretion.

The ANCT may ask, at any time, the holder to return the elements or confidential information media which may have been provided to it.

The holder agrees, in application of article L. 151-5 of the commercial code, that all the documents of his offer and those linked to the execution of the contract may be disclosed by the ANCT to a third party, the condition that this disclosure proves necessary, in particular for the purposes of providing advice or assistance to project management, monitoring the services provided or in the event of the award of a replacement contract. The ANCT undertakes, where applicable, to obtain from this third party all necessary assurances regarding the implementation by the latter and its possible subcontractors of effective measures to protect information covered by business secrecy. The ANCT informs the holder in writing 15 days before disclosing such information, specifying the reason, the duration as well as the information and documents concerned.

The holder cannot take advantage of the services carried out within the framework of this contract for the purposes of promoting its activity or commercial prospecting other than in a mention of the "customer reference" type and under the following conditions:

- Absence of use of the reference as a brand to identify a service;
- Absence of use of the reference to give greater quality to a service
- Indication as a reference can only be made during the life of the market
- Use of a standard logo consistent with the ANCT graphic charter;
- Use of the reference only for commercial leaflet type use, without particular emphasis on the reference (e.g. logo larger than the others);
- Absence of accompanying text or other mention on the reference

If one of these conditions is not respected, the holder may be sanctioned on the basis of non-compliance with the confidentiality clause, trademark law, civil liability law (unfair/parasitic competition) or even of consumer law (deceptive commercial practice).

7.3 Ethical obligation

The holder carries out the services with probity and integrity.

They ensure that any conflict of interest is prevented or immediately stopped, defined as a situation of interference between a public interest and public or private interests which is likely to influence or appear to influence the independent, impartial and objective exercise of their professional duties.

The holders and staff of the ANCT responsible for monitoring this contract undertake to respect all applicable ethical measures in the context of the execution of the services.

All parties must be up to date with their ethical obligations, particularly for former public officials. Beyond applicable criminal proceedings, the ANCT may be required to exclude from monitoring this contract any person (holder or ANCT staff) who does not comply with these rules.

Before each mission, the holder, co-contractor or subcontractor completes Annex of the CCP certifying the absence of conflict of interest or identifying potential existing conflicts. It is communicated to the ANCT without delay, for all members of the team mobilized to carry out the services. The annex is also completed by the company as a legal entity. This declaration is completed regardless of the status of the company involved: agent, co-contractor or subcontractor. The ANCT may rule on the declarations transmitted and take appropriate measures to put an end to any conflict of interest (request for replacement, making it impossible to honor the order, etc.).

In the event of a substantial modification of the interests held during the service, the service provider and the consultants update their declaration within fifteen days and according to the same terms.

Throughout the execution of the contract, the holder is required to declare under his responsibility to the ANCT any situation likely to constitute a conflict of interest.

The holder undertakes not to offer to ANCT staff rewards in kind which would result in non-compliance with ethical principles. Behavior, active or passive, aimed at benefiting or providing any advantage through a reward in kind (meals, invitations outside of a professional setting, individual gifts, etc.) is thus prohibited. Any canvassing action or invitation to promotional events by the holder with the ANCT is prohibited.

Canvassing or prospecting actions are prohibited.

Missions carried out free of charge (so-called pro bono) for the benefit of ANCTs must not give rise to any compensation. Any pro-bono mission or skill sponsorship must be authorized by the secretary general of the ANCT.

No resale right can be granted to the provider of a pro-bono mission.

In the event of failure to declare a conflict of interest or failure to comply with the obligations of this article, penalties may be applied. In the event of a serious and repeated conflict of interest, or lack of declaration, the contract may be terminated.

7.4 Holder obligation

The holder undertakes to ensure that the proposed team demonstrates availability and stability in its composition.

Any change in the composition of the team of speakers must obtain the prior agreement of the ANCT. The proposed replacements must have at least the same level and qualifications equivalent to those they succeed. No replacement can result in a change in the price of the services.

The holder undertakes to replace, as quickly as possible, any member of the team responsible for carrying out the mission who fails. This replacement is done without any price change.

The holder informs the ANCT in real time of any difficulty encountered in the execution of the services and ensures the continuity of the execution systems.

The holder undertakes to carry out the services assigned to him in accordance with the best practices of the profession and to provide the solutions best suited to the needs expressed.

The holder undertakes to:

- Create all the material and human conditions so that training can take place satisfactorily;
- Have the services carried out by qualified personnel, in accordance with the stipulations of the market. The holder is responsible for his staff in all circumstances and for whatever reason;
- Ensure compliance with the execution conditions by its providers;
- Request the ANCT only for the purposes of the proper execution of the services for which it is responsible under this framework.

The holder must inform its possible subcontractors of the confidentiality obligations.

7.5 Result obligation

The holder is subject to an obligation of result.

In the event of non-performance, poor performance or delay in the performance of these obligations, the holder may be subject to the penalties provided for in Article 16 of this CCP.

7.6 Environmental clause

The ANCT, keen to engage in a sustainable development approach, pays particular attention to the measures taken to protect the environment.

All deliverable documents must preferably be made available in electronic format (PDF format or equivalent) and/or on recycled or eco-labelled paper media guaranteeing the use of wood from sustainably managed forests (examples: FCS label, PEFC or equivalent).

The holder must strive to contribute, as far as possible, at the limitation of greenhouse gas emissions for the execution of its mission (transport, supplies, holders, energy consumption).

7.7. Working language

The official language of the URBACT IV programme is English. The official language is used in applications, evaluations, management and refund procedures as well as communication between candidates and management bodies (Managing Authority, Joint Secretariat, and Monitoring Committees).

In compliance with Article 82 of the Regulation (EU) No 2021/1060, the documents shall remain available for a period of 5 years from 31 December following the submission of the last accounts submitted by the programme to the EC.

ARTICLE 8 – DELIVERABLES

8.1. Deliverables

All deliverables will be in English and comply with the URBACT's graphic charter.

8.2 European information relating to deliverables

All documents produced within the framework of this contract show the logo of the European Union according to the visual identity manual of the programme.

8.3 Quality requirements

The documents must be written in English in a clear and accessible style (including graphs and tables). The holder undertakes to carry out particularly careful proofreading of the documents in order to eliminate typographical and spelling errors. They are provided in an open, reusable format. The documents which are communicated to the holder when the service starts are likely to be adjusted following feedback from the various partners involved in this market.

ARTICLE 9 - OPERATION CO-FINANCED BY EU FUNDS

The URBACT program is co-financed by the European Regional Development Fund (ERDF) with a budget of €79.679 million, by the Instrument for Pre-Accession Assistance (IPA III) with a budget of €5 million and by the Neighbourhood Instrument, development cooperation and international cooperation - Europe in the world (IVCDI - Europe in the world) with a budget of €2 million for the period 2021-2027.

The holder of the contract for which the ANCT receives assistance under the ERDF from the various European funds must submit to controls carried out by the authorized regional, national or community bodies.

He must be able to justify, during and after completion of the operation, the physical reality of the service and its compliance with the contractual documents cited in article 2 of this CCP. The contract holder is required to provide, upon request, any document justifying the performance of the service.

It keeps the documents justifying the reality of the service for which the ANCT benefits from assistance from the European funds.

ARTICLE 10 – REPRESENTATION OF THE PARTIES

10.1 Contracting Authority contact persons

The contact persons within the Joint Secretariat are the following:

- Technical correspondents: Margit TUENNEMANN, Senior Policy Officer, m.tuennemann@urbact.eu, Teofil GHERCA, Programme Director, t.gherca@urbact.eu.
- Administrative and financial correspondent: Ettie-Kaly PETETOT, Contracting and Finance officer, URBACT Secretariat: e.petetot@urbact.eu.

The language of correspondence between the contractor and the URBACT Secretariat is English.

10.2 Representative of the holder

The contractor designates a single contact person in charge of coordinating services, authorized to represent him before the contracting authority as well as a replacement, in the event of his absence. This pair of contacts is mentioned in the holder's offer. This representative acts as project manager. He monitors and coordinates the interventions of the holder's staff and has all the power to act on behalf.

ARTICLE 11 - ACCEPTANCE OF SERVICES DELIVERED

ANCT is responsible for establishing and certifying the service provided (verification, reception, deferral, correction or rejection operations).

Verification operations are carried out in accordance with the reference CCAG. The decisions of reception, postponement, revocation and rejection apply in accordance with the reference CCAG. The general principles of these articles are recalled and supplemented below.

11.1 Verification operation

11.1.1 Nature of verification operations

The purpose of the quantitative and qualitative verification operations is to enable the ANCT to check in particular that the holder:

- Implemented the means defined in the contract, in accordance with the requirements set therein;
- Carried out the services defined in the contract as being his responsibility, in accordance with the contractual stipulations.

11.1.2 Verification deadline

The ANCT has a period of two months to carry out checks and notify its decision of admission, postponement, admission with reduction or rejection. The starting point of the period is the date of submission by the holder, or delivery, of the services to the ANCT.

11.2 Admission, revision, reduction and rejection

At the end of the verification operations, the ANCT takes, within two months, a decision of admission, postponement, revocation or rejection. If the ANCT does not notify its decision within this period, the services are considered to have been accepted, with effect from the expiration of the period. In the case of a contract involving distinct services to be performed, each service is subject to separate checks and decisions.

11.2.1 Admission

The ANCT pronounces the admission of the services, if they meet the stipulations of the market. Admission takes effect on the date of notification to the holder of the admission decision.

11.2.2 Postponement

When the ANCT considers that benefits can only be admitted subject to certain clarifications, it may decide to postpone the admission of the benefits by a reasoned decision. This decision invites the holder to re-present the services developed to the ANCT within fifteen days.

The holder must make his acceptance known within ten days from notification of the postponement decision. In the event of refusal by the holder or silence maintained by him during this period, the ANCT has the choice of pronouncing the admission of the benefits with reduction or of rejecting them, under the conditions set out in the articles below, within a period of fifteen days from the notification of the holder's refusal or the expiration of the ten-day period mentioned above.

Silence maintained by the ANCT beyond this fifteen-day period constitutes a decision to reject the deliveries.

If the holder re-presents the finalized services, after the decision to postpone the reception, the ANCT again has the entire period provided to carry out verifications of the services, from their new presentation by the holder.

11.2.3 Reduction

When the ANCT considers that services, without being entirely in conformity with the stipulations of the market, can nevertheless be admitted as is, it can admit them with a price reduction proportional to the importance of the imperfections noted. This decision must be reasoned. Thus, in the event of an unsatisfactory evaluation of the service provider, a rebate may be applied.

The reduction can only be notified to the holder after he has been given the opportunity to present his observations.

If the holder does not present observations within fifteen days following the admission decision with rebuttal, he is deemed to have accepted it. If the holder makes observations within this period, the ANCT then has fifteen days to notify him of a new decision.

In the absence of such notification, the ANCT is deemed to have accepted the holder's observations and admission is deemed to be without reduction.

11.2.4 Rejection

When the ANCT considers that the services cannot be accepted as they stand, it shall declare them partially or totally rejected. The rejection decision must state the reasons on which it is based. It can only be taken after the holder has been given the opportunity to submit his observations.

In the event of rejection, the contractor is required to re-perform the service provided within the contract.

ARTICLE 12. PRICES – PRICE VARIATIONS

12.1 Form of the prices

The unit prices excluding VAT and including VAT are firm and correspond to the BPU annexed to the act of commitment (ATTRI1). The holder who is not subject to VAT must indicate under which article of the general tax code he is exempt.

The prices refer to the performance of the services requested in the CCP.

12.2 Price variation

The prices quoted in the tender document (DC3) are fixed for the first year of contract. They then may be revised on each anniversary date of the contract notification.

The revision is carried out by applying the following formula:

$$P = P_o \times [0.15 + 0.85 \times (S/S_o)]$$

In which:

P = Revised price

P_o = Initial price

S = Syntec Index as of the last published index on the revision date.

S_o = initial Syntec Index i.e. the published Syntec Index reference used on the date the proposals are submitted.

The SYNTEC reference index is available on the following website: <http://www.syntec.fr/>

The price adjustment will be stopped at 2 decimal places.

The tenderer shall provide the Joint Secretariat with the elements retained for the price revisions and calculate the new revised prices. The URBACT Secretariat shall validate or invalidate the calculation within fifteen (15) days from receipt of the tenderer's proposal.

12.3 – Purchase orders

The issuance of purchase orders corresponds to a list of elements of the unit price schedule that can be ordered independently of each other.

Purchase orders are validated by the public entity and transmitted to the holder by any authentic means.

The execution time for each order form is set on the order form itself depending on the execution time for the services ordered.

The services are carried out by purchase orders as the needs arise. The contract is executed as and when purchase orders are issued. Issuing purchase bonds occurs during the term of the contract. The period of execution of the purchase order may not exceed three months from the end of the contract.

The purchase orders state:

- The number and title of the contract;
- The date and number of the order;
- The name and contact details of the holder;
- The references, quantity and title of the services ordered;
- The number of the work unit, its quantity, the details of the unit prices in reference to the BPU prices;
- The total amount of the purchase order including the price excluding tax, the amount of VAT and the price including tax.

By way of derogation from article 3.7 of the CCAG-PI, when the holder considers that the requirements of a purchase order notified to him require observations on his part, he must notify them to the signatory of the purchase order within a period of four (4) working days from the date of receipt of the order form, under penalty of foreclosure.

The starting point for the execution time of the order form is the date fixed therein.

When the holder is unable to meet the contractual deadline, he must formulate an express request for extension of the deadline clearly setting out the circumstances of the expected delay, the date of occurrence of the cause and the additional period requested under the conditions provided for in CCAG-PI.

ARTICLE 13. INVOICING AND PAYMENT PROVISIONS

13.1. Preparation of the invoice

Invoices are prepared in one original copy and shall include the following information:

- the reference to the present contract and the purchase order(s),
- the names and addresses of the contracting parties
- the number of the legal commitment
- the date and invoice number,

- the services provided and their unit prices,
- the total price of the service exclusive of VAT,
- the rate and amount of VAT,
- the total price of the service inclusive of VAT,
- bank account, as foreseen in the financial identification form of the holder.

Invoices along with all supporting documents should be sent to the ANCT - URBACT Secretariat through the CHORUS PRO invoicing platform:

(<https://chorus-pro.gouv.fr>)

This portal allows the holder to reduce costs and processing times, to secure exchanges and to work for sustainable development. This service is completely free of charge.

As a reminder, Ordinance 2014-697 of 26 June 2014 imposes an obligation to e-invoice issuers as of :

- 1 January 2020: for micro-enterprises.

Invoices will not be paid until after compliance control by the contracting authority of the services performed.

If invoices do not display the details allowing their identification or the supporting documents required under this contract are not attached or where requests for payment do not contain the obligatory details referred to above, they will be rejected and the term of payment will be suspended.

13.2 Overall payment deadline and default interest

Failure to pay within the stipulated deadlines automatically and without further formality accrues default interest for the benefit of the holder or the subcontractor paid directly. The overall deadline for payment of invoices cannot exceed 30 days. In the event of late payment, in application of decree 2013-269 as of March 29, 2013), the creditor is entitled, without having to request it, to the payment of default interest at the rate of the refinancing rate of the European Central Bank (ECB) increased by eight points and a fixed compensation for recovery costs of €40.

Any delays in payment do not constitute a lawful cause for suspension of the holder's obligations. Any refusal to perform services for this reason is likely to result in the unilateral termination, and without compensation, of the framework agreement or the contract by the public entity to the exclusive fault of the holder.

13.3. Payment provisions

The method of payment is the transfer made to the bank or postal account corresponding to the RIB/RIP/IBAN provided by the holder.

If the holder benefits from a VAT exemption, invoices must include the words "VAT not applicable, and indicate the article of the General Tax Code concerned".

For the purchase order component, payment of services is made after completion of the services, upon production of an invoice from the holder and after the receipt of the service.

13.4 Advance

Unless refusal is expressed in the act of commitment, an advance may be granted for each purchase order whose amount is greater than €50,000 excluding tax and to the extent that the execution time for the services is greater than two (2) month.

If the duration of execution of the purchase order is greater than 2 months and less than or equal to 12 months, the amount of the advance is set at an amount of 10% of the amount including tax of the purchase order in question.

If the duration of execution of the purchase order is greater than 12 months, the amount of the advance amounts to an amount of 10% of the sum equal to 12 times the amount of the purchase order divided by the duration of the order expressed in months.

The amount of the advance cannot be affected by the implementation of a price variation clause.

Reimbursement of the advance begins when the amount of services performed by the holder reaches or exceeds 65% of the amount of the purchase order. It must be completed when the said amount reaches 80%.

This reimbursement is made by deduction from the sums subsequently due to the holder as a deposit or balance.

In the case where the holder or his subcontractor admitted to direct payment is a small or medium-sized enterprise mentioned in article R. 2151.-13 of the public procurement code, the rate of the advance is increased to 20 %.

An advance may be paid, at their request, to subcontractors benefiting from direct payment, following the same provisions as those applicable to the holder, with the particularities detailed in articles R.2191-6, R.2193-10 and R.2193 -17 to R.2193-21 of the Public Procurement Code.

13.5 Pledge or assignment of debts

The contractor and/or the subcontractor(s) benefiting from direct payment may pledge or assign the debts resulting from this contract in accordance with Articles L. 2191-8 and R. 2191-45 to R. 2191-63 and R. 2193-22 of the Public Procurement Code.

13.6 Co-contracting

In the case of a joint grouping, each member of the group shall receive directly the sums relating to the performance of the services for which it is responsible.

In the case of a joint and several grouping, payment shall be made to a single account, opened in the name of the agent, unless otherwise stipulated in the deed of commitment.

The representative of the consortium must sign the payment request.

The other provisions relating to co-contracting apply in accordance with Article 12 of the CCAG-PI.

13.7 Subcontracting

In accordance with the provisions set out in Articles L. 2193-1 to L. 2193-14 and R. 2193-1 to R. 2193-22 of the French Public Procurement Code, the contractor may subcontract the performance of certain parts of the contract provided that it has obtained from the ANCT the acceptance of the subcontractor(s) and the approval of its/their payment terms.

For each subcontractor submitted, where applicable, the contractor shall send the ANCT a document verifying the professional, technical and financial capacities of the subcontractor concerned, a declaration by the subcontractor indicating that it is not prohibited from accessing public contracts.

As soon as the special deed has been signed recording the subcontractor's acceptance and the terms of payment have been approved, the buyer shall notify the contractor and each of the subcontractors concerned of the copy of the special deed to which they are entitled. Upon receipt of this notification, the contractor shall inform the buyer of the name of the natural person authorised to represent the subcontractor.

The contractor is required to communicate the subcontract and any amendments thereto to the buyer, when the latter so requests. If the holder fails to produce it at the end of a period of fifteen days from the receipt of a formal notice to do so by the buyer, the contractor incurs a penalty equal to 1/3,000 of the amount excluding VAT of the contract or tranche concerned, possibly modified or, failing that, the amount of the purchase order concerned. This penalty applies for each day that the delay is made.

13.8 Grouping of service providers

The member of the group of economic operators, designated in the contract as holder, represents all the members of the group, vis-à-vis the buyer, for the performance of the contract.

In the case of a joint consortium, the holder shall, if the specific contract documents so provide, jointly and severally with each of the other members of the consortium in the latter's contractual obligations towards the buyer until the date on which its obligations come to an end.

In the case of a joint and several grouping, each of the members of the group is financially committed to the entire contract and must compensate for any default by the other members of the group.

In the event of default by the consortium's representative, the members of the consortium's are required to appoint a replacement. Failing this, and at the end of a period of eight days from the notification of the formal notice by the buyer to do so, the co-contractor performing the largest financial part remaining to be realized on the date of this modification becomes the new representative of the consortium.

ARTICLE 14 – INSURANCE AND LIABILITIES

In accordance with the provisions of Article 9 of the CCAG-PI, any contractor (including the holder and co-contractors) must prove, within fifteen (15) days of the notification of the contract and before any start of activities, that he has taken out insurance contracts whose guarantees make it possible to cover the full scope of the services covered by this framework agreement.

To do this, he or she produces a certificate establishing the extent of the liability covered, the guarantees taken out and any bodily injury, without limit.

The holder is responsible for any deductibles.

The holder is responsible for the conservation and use of all materials, equipment and premises made available to him by the public entity. The materials, equipment and premises made available to the holder may only be used for the purposes and within the limits provided for in this framework agreement.

Si un matériel ou un équipement mis à la disposition du titulaire est détruit ou endommagé, ou si un local mis à sa disposition est dégradé, le titulaire est tenu de le remplacer, de le remettre en état et d'en rembourser la valeur d'acquisition ou le montant des frais de reconstitution à neuf.

De même, le titulaire est responsable en totalité des dommages et accidents, de quelque nature que ce soit, à l'égard des biens et des personnes.

ARTICLE 15 – CHANGES WITH THE HOLDER

The contract holder is required to notify the ANCT or via the <https://www.e-attestations.fr> website without delay and in writing of any changes affecting the status of the company occurring during the performance of the contract and which relate in particular to:

- Persons with the power to bind the company;

- The company's company name or its name;
- To the company's address;
- The legal form under which it carries out its activity and generally any change affecting the operation or status of the company.

The holder is also required to communicate, without delay to the ANCT, any changes in the title of the bank or postal account to which payments of the sums due under this framework agreement are made

If he neglects to comply with these provisions, the holder is informed that the ANCT cannot be held liable for late payment of invoices presenting an anomaly in comparison with the information given on the deed of commitment or any other document provided by the holder, due to changes that have occurred within the company and of which the ANCT has not been aware.

15.1 Changes within the team

The incumbent takes the necessary measures to minimize the impact of any change in the dedicated team and in particular to ensure that any replacement operations do not affect training deadlines, deliverables, or the quality of services.

In the event of the departure of a contractor's contractor assigned to the performance of the services, the contractor shall take all measures at its own expense to replace this contractor, under conditions guaranteeing the continuity of the services and the holder's compliance with its contractual obligations, without being able to claim any price increase or compensation of any kind whatsoever. The contractor acknowledges that any delay or poor performance of the services with regard to the CCAP, following a change of provider, constitutes a contractual breach likely to engage its liability.

Similarly, throughout the duration of the contract, the public entity reserves the right to request the replacement of one or more of the contractor's contractors, within a maximum period of five (5) days.

The non-approval of a contractor's contractor by the public entity cannot exempt the contractor from complying with its obligations. The replacement of staff cannot, under any circumstances, justify an increase in the cost of services.

15.2 Submission of administrative documents

Mandatory submission of the documents and certificates mentioned above in e-certificates

The holder must provide every six months, throughout the duration of the contract, the documents provided for in Articles D. 8222-5 or D. 8222-7 and 8 of the Labor Code.

The documents and certificates are submitted by the holder on the online platform, made available free of charge by the ANCT, at the following address:

<https://www.e-attestations.fr>

Penalties may be imposed on the holder if he or she fails to comply with these formalities. The amount of the penalties is, at most, equal to 10% of the amount of the contract, and may not exceed the amount of the fines incurred pursuant to Articles L. 8224-1, L. 8224-2 and L. 8224-5 of the Labour Code.

ARTICLE 16 – PENALTIES

Failure by the holder to comply with its contractual obligations may lead to a penalty.

The penalties are applicable by operation of law, without prior formal notice.

Penalties are not dischargeable. The contractor is therefore fully liable for its contractual obligations and in particular for the services whose non-performance has given rise to the application of penalties. He cannot consider himself released from his obligation by reason of the payment of the said penalties.

The application of penalties shall be carried out without prejudice to the ANCT's right to impose any other contractual sanction and in particular to have all or part of the contract carried out at the holder's expense and risk.

Penalties may be deducted from the advance payments made to the contractor throughout the performance of the services, when the statements of advance payments are drawn up, or constitute an element of the general statement.

16.1 Penalties for late performance of services

By way of derogation from the reference CCAG, failure to comply with the deadlines for the performance of the services, set in the contract by the contractor, will result in the application, without prior notice, of late payment penalties calculated according to the following formula:

$$P = V \times R / 200$$

In which:

P = the amount of the penalty;

V = the amount of the contract or intermediate deliverable;

R = the number of calendar days of delay.

The value of the services concerned may be calculated on the part of the services that are late or of the total number of services, if the delay in the performance of one part renders the whole unusable.

16.2 Penalties for Failure to Comply with Performance Conditions

By way of derogation from the reference CCAG, if the contractor is unable to assign the profile mentioned in its technical offer at the time of the start of a project, it incurs a penalty calculated according to the following formula:

$$P = V \times R / 50$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

By way of derogation from the reference CCAG, if the holder does not replace a speaker at the request of the ANCT within 10 calendar days of the reasoned request, the latter incurs a penalty calculated according to the following formula:

$$P = V \times R / 50$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

By way of derogation from the reference CCAG, if the contractor assigns a profile that does not correspond to the one mentioned in his technical offer during the project (or equivalent and accepted by the ANCT), he incurs a penalty calculated according to the following formula:

$$P = V \times R$$

In which:

P = the amount of the penalty;

V = the amount of the contract

R = the number of days that the profile was not properly assigned over the total duration of the purchase order.

16.3 Penalties for failure to declare a conflict of interest

In the event of non-transmission to the ANCT of the documents mentioned in Article 2 or more generally in the event of non-compliance with the obligations of Article 7.3, the holder incurs a penalty of €5000 for any omission of declaration or for any incomplete declaration or for any action contravening the obligations of this article (canvassing, unauthorized pro-bono, etc.).

In the event of repeated omission, serious and proven conflict, or repeated non-compliance with the obligations of Article 7.3, the contract may be terminated.

16.4 Penalties related to administrative obligations

In the event of a change in the name, status, bank or postal details or address of the holder (agent, co-contractor, subcontractors if applicable), without communication of this information to the ANCT within 30 days of the chargeable event, a penalty of EUR 50 per day of delay will be applied until the production of the documents necessary for the regularization.

16.5 Contract Monitoring Penalties

In the event of non-compliance with the deadline or non-compliance with the obligations to monitor the contract, a fixed penalty of €500 is applied.

16.6 Penalties related to non-compliance with the regulations applicable to the protection of personal data

In the event of non-compliance with the obligations arising from the regulations on the protection of personal data and in accordance with the elements indicated in the GDPR annex of this document completed during implementation, a fixed penalty of €800 is applied.

16.7 Penalties for the use of ANCT seals, stamps, stamps, trademarks or logos

In the event of the use of the ANCT's seals, stamps, stamps, trademarks or logo outside the cases provided for in Article 7.2 of the CCP, the service provider incurs a penalty of €500 per element wrongly used.

16.8 Penalty for concealed work

In application of article L.8222-6 of the Labor Code, a penalty will be applied to the Holder if he does not fulfill the formalities mentioned in articles L.8221-3 to L.8221-5 of the Labor Code.

The ANCT, informed in writing by a control agent, of the irregular situation of the Holder with regard to the formalities mentioned in articles L.8221-3 and L.8221-5 of the Labor Code, immediately orders the latter to stop this situation within the time limit mentioned in the formal notice letter sent by the ANCT. The Holder thus served with formal notice provides the New Places, New Links Program with proof that he has put an end to the criminal situation.

If the reported irregularities are not corrected, the Holder incurs a fixed penalty of €300 excluding tax per working day of delay.

After a period of 10 working days of delay, the ANCT may terminate the contract automatically at the fault of the Holder under the conditions provided for in article 20.1 of this CCAP.

16.9 Threshold for exemption from penalties

By way of derogation from the reference CCAG, the amount of penalties is not capped.

ARTICLE 17 - DUTY OF DISCRETION AND CONFIDENTIALITY

The holder and the buyer who, during the execution of the contract, become aware of information or receive communication of documents or elements of any kind, of a confidential nature, are required to take all necessary measures, in order to prevent this information, documents or elements from being disclosed to a third party who does not have to know them. A party cannot request the confidentiality of information, documents or elements that it itself has made public.

Confidential information means any information of any nature (including methodology, documentation, information or know-how), in any form (including oral, written, magnetic or electronic form), on any medium, of which the buyer is the owner or holder, and which is communicated to the holder, or obtained in any other way by the latter in the context of its relations with the buyer. The holder and his staff, and where applicable his subcontractors, may only use it to carry out the services provided for in the contract.

The contractor must inform its subcontractors of the confidentiality obligations and security measures imposed on it for the execution of the contract. It must ensure compliance with these obligations by its subcontractors.

Information, documents or elements which are not covered by this obligation of confidentiality:

- which were in the public domain at the time of their disclosure or which the buyer himself would have made public during the execution of the contract;
- reported as non-confidential and relating to market services;
- which have been communicated to the holder by a third party having the legal right to disseminate this information, documents or elements, as proven by documents existing prior to their disclosure.

ARTICLE 18 - PROTECTION OF PERSONAL DATA

Each party to the contract is required to comply with European and French rules applicable to the processing of personal data possibly implemented for the purposes of executing the contract. As such, any transmission of data to third parties, including for the benefit of entities established outside the European Union, which does not strictly comply with the regulations in force is formally prohibited.

In the event of changes to the regulations on the protection of personal data during the execution of the contract, the modifications necessary to comply with the new rules give rise to the signing of an amendment by the parties to the contract or, in the absence of agreement between the parties, to a unilateral modification by the buyer.

When the holder implements processing of personal data on behalf of the buyer, so that this processing meets the requirements of the regulations and guarantees in particular the protection of the rights of the identified or identifiable natural persons that it concerns, the documents individuals in the market specify in particular:

- the purpose, description and duration of the processing in strict compliance with the buyer's documented instructions;

- the obligations of the buyer and those of the holder towards the latter, in particular the obligation to inform him of any difficulty in the application of the regulations, of any plan to use a third party for the implementation of the processing, or of any request for communication of data addressed to it, as well as, when this would be contrary to French and European regulations, the measures adopted to oppose it;
- the modalities for considering the right to information and other rights of the persons concerned, the exercise of which must be guaranteed;
- the security measures implemented to guarantee the integrity, confidentiality and availability of data, as well as the conditions for notification of personal data breaches;
- the duration and terms of retention of the data and their fate at the end of the execution of the contract.

The specific procurement documents also specify the penalties applicable to the holder in the event of ignorance of the regulations.

In the event of failure by the holder or its subcontractor to comply with its legal and contractual obligations relating to the protection of personal data, the contract may be terminated for misconduct in accordance with article 20.1 of the contract.

The holder is bound by an obligation of confidentiality, in particular with regard to any third party to this contract (including its staff not assigned to this mission), for all services and information entrusted to it or which it may come to have. knowledge in the context of the execution of this contract.

The holder will undertake, in a document called "Data destruction report" and will certify at the end of the contract, the irreversible destruction of all personal data to which the service provider's company will have had access in the market framework and which it holds in whatever forms and media.

ARTICLE 19 - INTELLECTUAL PROPERTY - ASSIGNMENT OF RIGHTS TO THE RESULTS

in accordance with article 35.2.1 of the CCAG PI, the holder transfers to the ANCT, on an exclusive basis, all of the property rights relating to the results, even partial, allowing the ANCT to exploit them freely, throughout the legal duration of intellectual property.

"Results" designate all elements, whatever their form, nature and medium, which relate to the execution of the services which are the subject of the contract.

These intellectual property rights include, in compliance with copyright, all economic rights of reproduction, representation and distribution and in particular the rights to use or have used, to incorporate, to integrate, to adapt, arrange, correct, translate the results, even partial, in whole or in part, as is or modified, by any means, in all forms and in all media.

The price of this transfer is included in the contract amount.

This assignment applies to France and the entire world, particularly in the event of publication on the Internet.

This transfer covers the results, even partial, from receipt of the requested services.

The contractor may not make any use, free of charge or for a fee, of the results of the services without the prior written consent of the contracting authority. The reproduction and/or representation by the holder of the results, even partial, must receive the prior agreement of the ANCT. This authorization request is made by mail addressed to the ANCT contracting authority.

Any publication must mention the financing of the ANCT and the title of the contract.

ARTICLE 20 - TERMINATION AND LITIGATION SETTLEMENT

20.1 Termination

ANCT may terminate the contract in the cases provided for in articles L.2195-1 to L.2195-6 of the public procurement code.

The contract may be terminated in accordance with the provisions of the reference CCAG (termination for external events or events linked to the public contract, for fault of the holder or for reasons of general interest).

In the event of termination for reasons of general interest, the holder is entitled to termination compensation equal to 5% of the initial estimated amount excluding taxes of the market divided by the number of holders and reduced by the unrevised amount excluding taxes of the services admitted for the holder concerned.

Beyond the cases provided for in the CCAG-PI, the contract may be terminated in the following cases:

- In the event of inaccuracy of the documents and information provided, or refusal to produce the documents provided for in articles D. 8222-5 or D. 8222-7 and D. 8222-8 of the labor code, the contract will be terminated, after formal notice remained unsuccessful, to the fault of the holder according to the provisions of the reference CCAG.
- For inaccuracy of the information communicated. Inaccuracy of the information communicated in support of applications may result in termination of the contract at the sole fault of the holder, without compensation.
- For serious and repeated breach of the integration commitment.
- For serious breach of ethical obligations.

20.2 Litigation settlement

Under no circumstances can disputes arising between the Contracting Authority and the Contractor be invoked by the Contractor as a cause for definitive or temporary cessation of the services provided for in the contract.

The French courts have sole jurisdiction. Any possible dispute arising from the application of this framework agreement is subject, in the absence of an amicable agreement, to the assessment of the territorially competent administrative court.

In application of articles L. 2197-1, L. 2197-3, R. 2197-1 et seq., as well as articles R. 2197-23 et seq. of the public procurement code, any dispute related to this procurement and in the event of disagreement after an attempt at negotiation, the business mediator or the advisory committee for the amicable settlement of disputes or disputes relating to the competent public contracts may be contacted by one of the parties.

Consequently, the amicable settlement procedure constitutes a mandatory prerequisite to the initiation of legal action between the parties. Any actions brought to court in violation of this clause would be declared inadmissible.

ARTICLE 21 - DROIT APPLICABLE ET ATTRIBUTION DE LA JURIDICTION

These clauses have been drawn up in English and French and both versions are valid. However, in the event of a difference between the 2 versions, the French version will apply.

The applicable law is French law.

The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this public procurement.

In the event of disputes, the amicable settlement advisory committee may be contacted, in accordance with article L. 2197-6 of the public procurement code.

Failing this, disputes will be brought before the Paris administrative court.

ARTICLE 22 - EXEMPTIONS FROM THE CCAG-PI

Articles of CCP	Exemptions	Articles of CCAG PI
12.4	Purchase orders	3.7
16	Penalties	14
16.9	Exemption thresholds	14.1.3