SERVICE CONTRACT
UNDER THE GA
NO. CEN/GA REFERENCE

BETWEEN, On the one hand,

The French Standards Association (AFNOR), an association governed by the law of 1 July 1901, recognised to be of public utility, with its registered office at 11 rue Francis de Pressensé - La Plaine Saint Denis (93571), duly represented by Mr Franck LEBEUGLE, in their capacity as Deputy Director General

hereinafter referred to as “**AFNOR**”

AND, on the other hand,

COMPANY NAME, COMPANY FORM (E.G.: ASSO/SA/SA, etc.) with headquarters at ADDRESS OF THE CONTRACTOR’S REGISTERED OFFICE, registered in the Trade and Companies Register TOWN REGISTERED IN with the number REGISTERED NUMBER, duly represented by FIRST NAME AND LAST NAME OF THE AUTHORISED REPRESENTATIVE**,** in their capacity as ROLE OF AUTHORISED REPRESENTATIVE

Hereinafter referred to as the “**CONTRACTOR**",

Both Parties are hereinafter individually referred to as the "Party" and jointly as the "Parties".

Whereas :

Wishing to continue their partnership, the purpose of which is to contribute to achieving the objective of the Community's policy on standardisation, the European Commission (EC) and the European Committee for Standardisation (CEN) have developed the subsidy scheme for standardisation activities as part of the EC's policy of simplification through harmonisation of custom procedures, in particular contractual processes. For this purpose, a new grant contract model or "Grant Agreement" (GA) was introduced, which constitutes the common base of legal clauses for all directly managed grant programmes. When the European Innovation Council and SME's Executive Agency (EISMEA) of the European Commission decides to award a grant for carrying out a standardisation task, it proposes that CEN and the standardisation office designated by it sign this Grant Agreement.

It is in this context that the European Commission and CEN concluded the Grant Agreement N° CEN/REFERENCE OF GA, attached hereto (hereinafter the "GA") entrusting AFNOR with the performance of the work, for which the technical specifications and the corresponding budget are defined in the annexes to the GA.

Part of this work, the technical specifications of which are more fully defined in the consultation documents of the call for tenders "[*TITLE OF CALL FOR TENDER*]" issued on [*PUBLICATION DATE OF CALL FOR TENDER*] (hereinafter the " Tender"), and to which the CONTRACTOR wished to respond, is the subject of this subcontract.

The CONTRACTOR, selected at the end of the Tender, having read the Tender documents and the GA, had the opportunity to ask any questions he wished and may have commented on the standard subcontracting agreement included in the tender documents. He was fully informed that this contract can no longer be negotiated once he has been officially notified of the award of the contract.

The CONTRACTOR has declared that it has the required skills and experience and that it has the organisation, material and human resources necessary to provide the service requested as defined in the Call for Tender documents. The CONTRACTOR undertakes to comply with all the obligations set out in the GA which concern it in its capacity as a subcontractor, namely Articles 6 (eligible and ineligible costs and contributions), 8 (affiliated entities), 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (visibility), 18 (specific rules for carrying out action), 19 (information), 20 (record-keeping) 25 (Checks, reviews, audits and investigations), 28 (Grant reduction) et 34 (administrative sanctions).

The contractual documents governing the relationship between the parties (hereinafter the "Contract") are set out in descending order below:
- Articles 6, 8, 11, 12, 13, 14, 17.2, 18, 19 and 20 of the GA
- This service contract and any amendments thereto
- The Tender documents

In the event of any discrepancy, the provisions of the GA and its annexes shall prevail over those of this service contract and any amendments thereto.

Now, therefore, the parties hereto agree as follows:

Article 1. Subject matter

AFNOR hereby engages the CONTRACTOR, which accepts, to perform, in accordance with a performance requirement, the project management of all the operations needed to complete the tasks assigned to it and which are set out in annex 1 of the GA and in the Tender documents (hereinafter the "Services").

Article 2. Obligations of the CONTRACTOR

2.1. The CONTRACTOR agrees to use its best efforts in performing the Services in accordance with the contractual documents and the best practices of its profession.

2.2. The CONTRACTOR agrees to:
- comply with a general obligation to provide information and warning concerning the services covered by the Contract, regardless of AFNOR's expertise or level of knowledge;
- assign qualified staff with the time and resources needed to perform the Services as requested;
- comply with the following provisions of the GA : Articles 11 (proper implementation), 12 (conflict of interest), 13 (confidentiality and security), 14 (ethics), 17.2 (privacy protection) and 17.3 (protection of the environment), 18 (specific rules for carrying out actions), 19 (information) and 20 (record keeping).
- send AFNOR the name and job title of the person directly responsible for the performance of the Services;
- send AFNOR all the deliverables set out in the Contract within the set deadlines;
- draw up and send to AFNOR, at the key stages of the project defined in the Proposal, a report specifying the progress of the services carried out, i.e. an interim report and a final report in accordance with the requirements set out in the Proposal and according to the model proposed by CEN;
- draw up and send AFNOR a progress report regarding the Services on 31 December of each year;
- notify AFNOR of any modification pertaining to the organisation and performance of the tasks such as changes to the structure or the people responsible for the performance of the contract.

2.3. The CONTRACTOR agrees, under penalty of Article 5 hereof, to comply with the agreed deadlines in accordance with the calendar set out in the Contract and in the Tender documents.

2.4. Given that this contract forms part of a programme of the European Commission, the CONTRACTOR agrees to be audited regarding the performance of the services and the use of the sums paid by AFNOR, provided that a notice period of 4~~x~~ weeks is observed. It consequently agrees to allow AFNOR and/or an audit company appointed by AFNOR and/or anybody in accordance with Article 25 of the GA, to access its premises and documents relating to the execution of the contract upon simple request. In any event, the verification procedures associated with this audit are strictly limited to the scope of the project and are intended to verify the management and billing procedures for the services in question. The audit may take place at any time during the project’s implementation and within a maximum of 5 years following the project’s completion. Finally, at the CONTRACTOR’s request, a confidentiality agreement may be signed by the auditor conducting the audit.
2.5. The CONTRACTOR must maintain and keep, for a period of five (5) years from the last payment received, a file including the reports, minutes of the tasks undertaken within the context hereof, the time sheets of the person/people involved in the performance of the service, the assignment's expenses statement and the payments made to any authorised sub-contractors.

Article 3. Obligations of AFNOR

AFNOR shall give the CONTRACTOR the information needed to effectively fulfil the Services.
AFNOR shall appoint a primary point of contact in order to maintain dialogue throughout the different stages of the services entrusted.
Should the conditions defined in the Tender documents or in the GA be modified by a decision of the European Commission or CEN, AFNOR undertakes to inform the CONTRACTOR.

Article 4. Remuneration

The price and payment terms are set out in Annex 2 ("Financial Terms") hereof.

AFNOR reject costs or contributions which are not eligible (in accordance with the provisions of Article 6 of the GA), in particular as a result of checks, examinations, audits or investigations (which may be carried out as described in Article 25 of the GA). The rejection may also be based on findings made in the context of other grants paid by the European Commission.

If AFNOR rejects fees or contributions, these will be deducted from the fees or contributions reported.

Article 5. Penalties

If the contractual deadlines are not adhered to or in the event of a serious breach of its obligations, the CONTRACTOR shall be liable, simply by virtue of the fact that a delay or breach is noted, to financial penalties, the amount of which shall be fixed in proportion to the seriousness of the delay or breach concerned pursuant to the provisions of Article 138-2 of the European Regulation 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union.

It is agreed between the parties that the following shall be considered a “serious breach”: :(i) any delay that would affect the achievement of milestones by three months or more ("Significant Delay"): (ii) any failure in coordination or project management that will result in any Significant Delay; (iii) any violation of governance rules; (iv) any repeated failure to comply with disclosure and participation obligations; (v) any breach of confidentiality or intellectual property rights, and (vi) any unfair conduct in the implementation of the contractual provisions.

The maximum amount of such penalties shall not exceed 10% of the total value of the remuneration provided for herein.

In addition to applying penalties, AFNOR shall be entitled to any other available recourse for delay or breach by the Contractor, including terminating the Contract under Article “Term – Termination”. The imposition of penalties, if applicable, does not preclude the right to seek claiming for damages.

Article 6. Term – Termination

6.1. Term

This contract enters in force from START DATE and will terminate on the date on which the GA ends and/or under the provisions of the GA (Article 32).

6.2. Termination

The Contract may be automatically terminated early by either Party by recorded letter with acknowledgement of receipt, in the following instances in the event:
- Of a serious breach of either Party to fulfil its obligations which remains unremedied within fifteen (15) calendar days of the reception of the notification of the failures in question sent by recorded letter with acknowledgement of receipt, the other Party shall automatically be entitled to terminate the contract without prejudice to any claim for damages;
- That insolvency or liquidation proceedings are initiated against the CONTRACTOR, this contract may be terminated only under the conditions set forth in Articles L622-13 and L641-11-1 of the Commercial Code, in particular following formal notice sent to the administrator or liquidator within the statutory time limits, or by decision of the bankruptcy judge;
- Of the termination of the GA by the CEN or the European Commission.

Article 7. Intellectual Property

7.1. Principle of granting intellectual property rights relating to the Results

The European Commission does not obtain ownership of the results produced under the action.

However, the beneficiaries of the GA must give each other and the other participants access to the tangible or intangible elements of the action, such as data, know-how or information, whatever their form or nature, whether or not they can be protected, as well as to the rights attached thereto, including the intellectual property rights resulting from the Services (hereinafter referred to as the "Results"), which have been identified as being necessary for the implementation of the action, subject to any specific rules set out in Annex 5 to the GA.

Consequently, the CONTRACTOR grants to AFNOR, in the form of a free, non-exclusive and irrevocable licence to use the Results, which AFNOR may sublicense to CEN, which will then grant them to the European Commission:
a) rights of use for the purposes of the European Commission and in particular making available to persons working for the Commission, other institutions, agencies and bodies of the Union and the institutions of the Member States, as well as copying and reproduction in whole or in part and in an unlimited number of copies;
b) rights of public dissemination, including publication on paper and in electronic or digital form, publication on the Internet, including the Europa website, in the form of a downloadable or non-downloadable file, dissemination by any kind of public transmission, display or presentation technique, communication through press information services, inclusion in databases or widely accessible indexes;
c) translation rights;
d) access rights on individual request without reproduction or exploitation rights of the Council and the Commission;
e) storage rights in paper, electronic or other form;
f) archiving rights in accordance with the Commission's document management rules;
g) the rights to authorise or sub-licence the modes of exploitation referred to in points b) and c) to third parties.

This licence shall be valid worldwide and shall remain in force for the entire duration of the applicable intellectual property rights. The remuneration set out in the Contract includes the grant of the above license.

The CONTRACTOR warrants and represents that AFNOR has free, full and undisturbed use of all easements of the transferred rights against any disturbances, claims and evictions. In particular, the

CONTRACTOR warrants and represents that it has obtained the prior transfer of the intellectual property rights regarding the Results from its employee(s) or any authorised agents.

The following information about the CONTRACTOR will be inserted when the Result is disclosed by the European Commission: "© - year - name of the copyright owner All rights reserved. Licensed by the European Union under conditions. "

7.2 Exception for standardisation deliverables

In view of the specific business model of the standards organisations, and in accordance with the provisions of Annex 5 of the GA, the access fees in the European standardisation actions referred to above do not include the following elements:
- the right to make standards and standardisation deliverables available to people working for other EU services (including institutions, bodies, offices, agencies, etc.) other than the EMEAE or to persons working for an institution or body of an EU Member State;
- to copy or reproduce them in whole or in part, in unlimited numbers; and communication through press information services
- the right to distribute standards and standardisation deliverables to the public (in particular, publication on paper and in electronic or digital format, publication on the Internet, in the form of a downloadable or non-downloadable file, dissemination through any channel, public exhibition or presentation, communication through the press information services, etc.) public presentation, communication through press information services, or inclusion in widely accessible databases or indexes)
- the right to edit or redraft standards and standardisation deliverables
- translation of standards and standardisation products
- processing, analysing and aggregating the standards and standardisation deliverables received and producing derived works.

Article 8. Non-disclosure

Each party agrees not to disclose the data, information and various documents sent by the other party or to which it becomes exposed, even by coincidence, in the performance hereof. Each party agrees to enforce these provisions upon its agents and employees.
The data, information and various communicated documents to which the Parties are exposed may not be used for any other purposes than for the due and proper performance hereof.
This clause shall survive the termination or expiration of this contract and shall apply to the parties throughout the term of the contract and for an additional five (5) years.

Article 9. Transferability and sub-contracting

This contract is entered into inconsideration of the other party. The CONTRACTOR shall not, without the prior express written consent of AFNOR, entrust the completion, in whole or in part, of the Services, for which it is responsible, to a third party. In any case, the CONTRACTOR shall be exclusively responsible for paying the sub-contractor and shall assume full responsibility for any failure attributable to such sub-contractor, without AFNOR incurring any liability whatsoever.

Article 10. Liability, Insurance, Compliance with legislation

Each of the Parties shall assume full liability for the performance of all the obligations entrusted to it by this contract and shall indemnify the other Partie for any losses caused by itself, its employees or any of its agents. If the CONTRACTOR fails to comply with any of its obligations under this contract, the amount to be paid to it may be reduced as set out in the “Penalties” section above.

The CONTRACTOR warrants and represents that it has taken out a business liability insurance policy with a reputable insurer, whose certificate valid for the year in which the Contract is signed, shall be sent to AFNOR. AFNOR reserves the right to request a valid insurance certificate for each year during which the contract is performed.

Whatever the circumstances, the CONTRACTOR shall act in accordance with currently applicable laws and regulations.

The CONTRACTOR provides AFNOR, a French client subject to article D 8222-5 of the French Labour Code, with the following information:

- documentary evidence of the company's registration on concluding the Contract: e.g. an extract of the registration with the Trade and Companies Register (K or K bis); an identification card proving registration with the directory of trades; a receipt for the submission of a declaration to a business formalities centre for natural persons or legal entities whose registration is in progress;
- on concluding the Contract and for an additional six (6) months, a certificate from the social welfare authorities for the recovery of contributions declaring that the corporate declarations have been submitted and the Social Security contributions have been paid;
- on concluding the Contract, the list of the names of the foreign employees requiring work permits assigned to carrying out the Services within Europe. This list shall provide the following information for each employee concerned: recruitment date (1st), nationality (2nd), type and order number of the work permit document (3rd).

Article 11. Miscellaneous provisions

11.1. Legal nature of the agreement

The relationship formed between the parties is that of independent and autonomous businesses. None of the clauses in this contract may be construed as granting either party the power to govern the activities of the other party. Nothing in the form or intention of this contract shall imply the constitution of a company de jure or de facto.

11.2. Invalidity

Should any of the causes of this contract be deemed contrary to applicable regulations, that clause shall be deemed invalid, but shall not lead to the invalidity of the rest of the contract. Each party shall strive to replace the clause with a similar provision that does not modify the economic balance of the contract.

11.3. Modification of the contract

This contract may only be modified by a written amendment that is signed by the representatives of the parties who have been duly authorised to this end.
Consequently, if the GA is modified by an amendment, the parties shall agree to sign a corresponding amendment, if and as applicable.

Article 12. Governing law and the settlement of disputes

This contract, along with any acts resulting from it, is governed by French law. In the event of a dispute arising from the interpretation, formation or execution of the contract, the parties undertake to seek an amicable solution. If such a solution cannot be reached, the dispute will be brought before the exclusive jurisdiction of the courts of Bobigny, including in the event of a warranty claim, several defendants or summary proceedings.

Article 13. Signature

The Parties expressly agree that the Contract may be signed electronically and declare that they accept the fact of expressing and materialising their consent by means of a secure authentication system proposed by AFNOR and organised from a platform managed by a specialised service provider in accordance with the provisions of the Regulation (EU) no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on electronic identification and trust services for electronic transactions in the internal market.

The Parties agree not to challenge the content, reliability, integrity or evidential value of a document and the information it contains on the sole ground that the document is drawn up on an electronic medium and not on paper. By express agreement between the Parties, electronic media are deemed, in the absence of proof to the contrary, to have the same degree of reliability and the same legal value as paper media, and an electronic signature is deemed to have the same legal value as a handwritten signature.

The electronic signature of the Parties and the authentication stamp appear on the last page of the Contract

For AFNOR,
Franck LEBEUGLE
Deputy Director General

For the CONTRACTOR
FIRST NAME AND LAST NAME OF AUTHORISED REPRESENTATIVE
ROLE OF AUTHORISED REPRESENTATIVE

ANNEX 1. – RELEVANT PROVISIONS OF THE GA & TENDER DOCUMENTS

ANNEX 2. FINANCIAL TERMS

1. Eligibility of costs

To be eligible, the costs included in the CONTRACTOR's price must comply with the eligibility conditions defined in Articles 6 and 8 of the GA and be calculated on the basis of the costs actually incurred.

2. Price

The price is quoted in euros, exclusive of VAT, and shall therefore be increased by the value of the taxes applicable on the invoice date.

In return for the completion of the Services by the CONTRACTOR, AFNOR shall pay the maximum firm all-inclusive and non-revisable price of: **MAXIMUM PRICE (IN NUMBERS AND IN EUROS) PAID BY AFNOR € excl. of VAT**

This price includes the licence of intellectual property rights relating to the Results as well as the mission expenses invoiced in real terms and for which the supporting documents must imperatively be transmitted to AFNOR.

3. Payments

3.1. Invoicing procedure

The CONTRACTOR shall send AFNOR an invoice on the signature hereof and at every key stage of the project, as set out in the appendix of the GA and in the Tender documents.
Each invoice must include the following information, in addition to the legal notices: the references to the GA and those of the purchase order given by AFNOR.

3.2. Declaration of costs

Each invoice must comply with the requirements set out in the appendix of the GA and be accompanied by the following signed declaration and a cost statement according to the model provided below :

"I, the undersigned ……………………….certify that
- the eligible costs reported result from the resources mobilized that were necessary for the performance of the work specified in the contract,
- these costs were incurred and fall within the definition of eligible costs specified in the contract,
- all supporting documents verifying the costs declared herein, including timesheets, are available to AFNOR and its agents for verification by AFNOR and its authorized representatives and reflect the costs actually incurred.
- all necessary adjustments, for whatever reason, made to the costs reported in previous cost statements have been included in this statement" ;"

Part E-1

COST STATEMENT SUMMARY (euro/currency)

for the period from to

Project Title:

Contract No:

Name of *principal contractor / member (* [1]) :

Currency (euro/currency) in which account is kept (2): Exchange/conversion rate in euro[2]:

Contact person for this cost statement (3) :	Telephone:
E-mail address:	

Categories of eligible costs	Amount for the period (4)	
	Euro	Currency
Direct Costs		
1. Personnel		
2. Subcontracting		
3. Travel and subsistence		
4. Computing		
5. Other specific costs		
Subtotal		
Adjustments		
7. Adjustments to costs previously reported (5)		
Total		

Principal 'Contractor/member 's certificate

We certify that
- the above costs are derived from the resources employed which were necessary for the work under the contract,
- such costs have been incurred and fall within the definition of eligible costs specified in the contract,
- full supporting documentation to justify the costs hereby declared, including time sheets is available for audit by the AFNOR and its authorised representatives and reflects the costs actually incurred.

We certify that any necessary adjustments, for any reason, to costs reported in previous cost statements have been incorporated in the above statement (5).

Date: Date:

Name of person in charge of the work: Name of duly authorised responsible Financial C

Signature of person in charge of the work (6) Signature of duly authorised responsible Financi

1. Delete as necessary.
2. The cost statement must be drawn up in euro and in the currency used in the accounting of the principal contractor/member. the exchange/conversion rate is the one of the OJ for the date of signature of the cost statement
3. One of the persons whose signatures must appear on this form.
4. Net amounts only. Do not include amounts of any indirect taxes, sales taxes or customs duties. Separate details are required for some some of the categories specified in the pages which follow.
5. Not applicable for the first cost statement. Any necessary adjustments, for example to reflect actual costs instead of budgeted costs, must be made in subsequent statements. Details and reasons for any adjustments must be provided.
6. The person in charge of the work (see Article I.6 of the contract) and the duly authorised responsible Financial Officer of the *contractor* must sign the certificate.

COST STATEMENT: Details by Category (euro/currency)

(reporting period No___)

for the period from
Project Title:
Contract No: 0
Name of principal contractor/member [1]
Currency (euro/currency) in which account is kept:

PERSONNEL (please fill in by WP!)

Name[2]	**Title** (Mr / Ms)	**Category**[3]	**Status**[4] (P / T / [I])	**Occupation**[5] (FT / PT)	**Number**[6] **of person-days**	**Daily Personnel rate (7)**	**Personnel Amount**
					A	B	Col. A x B
WP0							
						Total	
WP1							
						Total	
WP2							
						Total	
WP3							
						Total	
WP4							
						Total	
WP5							
						Total	
WP6							
						Total	

TRAVEL

Name[2]	**Destination** (City, Country)	**Dates**	**Detail**	**Amount (8)**
			Total	

OTHER MEETING COST (subsistance, hotel,)

Name[2]	**Destination** (City, Country)	**Dates**	**Detail**	**Amount (8)**
			Total	

1. Delete as necessary
2. Full names of individuals working on the *project* whose costs are declared
3. Clearly identifiable to *participant's* personnel records
4. Insert "P" for permanent employees, "T" for temporary employees and "I" for in house consultants. ¨[Clearly identifiable to *partici* participant's personal records]
5. Indicate the occupation status of the individuals, by inserting "FT" for full-time and "PT" for part-time occupation. [Clearly identifia to *participant's* records].
6. Time declared must be clearly identifiable to *participant's* time maintenance [and personnel records]
7. The personnel rate must be consistent with the actual rate used for the proposal
8. Net amount only. Do not include any indirect taxes, sales taxes or customs duties.

OTHER SPECIFIC COSTS

	Description and supplier name if applicable	**Amount(**[8)]

3.3. Conditions for triggering the payment

All the payments, which follow the initial payment are only triggered if all of the following conditions are fulfilled:
- the acceptance by the European Commission of the interim and final reports as set out in the GA;
- if the CONTRACTOR has fulfilled all its contractual obligations on the date when the invoice is presented;
- if all the documentary evidence for the expenses incurred has been sent;
- if the invoice procedure has been followed;
- if the aforementioned cost declaration has been completed and signed;
- if AFNOR has received the funds attributed to the Services from the European Commission, through the CEN.

Consequently, if, for whatever reason, the European Commission does not pay the dedicated funds to AFNOR, the latter shall be unable to pay the CONTRACTOR and shall assume no liability for this situation.

3.4 Payment schedule

- **First payment** in the amount of AMOUNT OF THE FIRST PAYMENT REPRESENTING 70% (IN EUROS) € (70%), upon signing this contract.

- **Second payment** in the maximum amount of AMOUNT OF THE SECOND PAYMENT (IN EUROS) € (PERCENTAGE REPRESENTED BY THE SECOND PAYMENT AMOUNT %) upon the European Commission's acceptance without comment of the interim report and the financial justifications and provided that the invoicing arrangements have been respected and that the cumulative conditions referred to in Article 3.3 above are met.

- **Payment of the balance**, upon the European Commission's acceptance without comment of the final report and financial statements by the European Commission and provided that the invoicing arrangements have been respected and that the cumulative conditions referred to in Article 3.3 above are met.

3.5 Payment procedure

Subject to the compliance with the aforementioned cumulative conditions, the payments will be made by bank transfer to a euro-denominated bank account within sixty (60) days of the reception date of the correctly presented invoice.

3.6. Retroactive request

If the European Commission should retroactively claim the funds paid to AFNOR for the payment of the CONTRACTOR, which have already been paid by AFNOR to the CONTRACTOR, AFNOR shall have the right to claim the said funds from the CONTRACTOR within the period imposed by the European Commission and will send a request to that end. In this case, the CONTRACTOR agrees to return the said funds to AFNOR within the period imposed by the European Commission without having to provide any grounds other than those invoked by the European Commission.