

APPENDIX 2 TO THE CONTRACT: GENERAL CONDITIONS

1. UNDERTAKINGS OF THE CONTRACTOR VIS-A-VIS THE DESIGNATED EXPERT(S)

In the context of the performance of the CONTRACT, the CONTRACTOR undertakes to ensure that any DESIGNATED EXPERTS:

- Make themselves available throughout the duration of the CONTRACT as set out in Article 3 of the CONTRACT;
- Comply with the Terms of Reference and carry out the services expected under the CONTRACT in a diligent, efficient and cost-effective manner and in compliance with generally accepted techniques and practices;
- Use appropriate modern techniques and safe and effective processes. Should the resources implemented by the DESIGNATED EXPERT(S) not be suited to the fulfilment of the services, EXPERTISE FRANCE shall be entitled to request that they be modified;
- Immediately inform EXPERTISE FRANCE in writing of any communication or instruction relating to the services received from the CLIENT or a third party; the DESIGNATED EXPERT(S) shall only comply with the said communication after consultation with EXPERTISE FRANCE and after having received its written approval;
- Report any difficulty, whatever the nature, that they may encounter in the fulfilment of their undertakings under the CONTRACT;
- Comply with the laws and regulations in force in the country where the services are carried out and uphold an attitude and conduct towards third parties in accordance with the interests of Expertise France, to ensure that Expertise France is not called into question in this respect by either the CLIENT, or any other correspondent designated by the latter;
- Present themselves to the CLIENT, BENEFICIARY, partners and local authorities as a member of the team of experts mandated by EXPERTISE FRANCE, protect the best interests of EXPERTISE FRANCE *vis-à-vis* the CLIENT and generally conduct themselves as a faithful advisor *vis-à-vis* EXPERTISE FRANCE.

2. CHARACTERISTICS OF THE EXPERT MISSION

Designated expert responsible for carrying out the mission

The expert mission shall be carried out by the DESIGNATED EXPERT(S) whose CV(s) is/are annexed to the CONTRACT.

Consequently, the CONTRACTOR shall not assign or transfer all or part of its rights and obligations under the present CONTRACT to a third party.

The conclusion of the present CONTRACT between EXPERTISE FRANCE and the CONTRACTOR constitutes a commitment as to the availability of the DESIGNATED EXPERT(S) throughout the full term of its performance. The unavailability of the DESIGNATED EXPERT(S) shall constitute grounds for termination for a breach of the conditions set out in Article 13 of the present GENERAL CONDITIONS.

Contract documents and terms of the agreement

The contract documents set out in Article 2 of the CONTRACT constitute the entire agreement between the PARTIES relating to the CONTRACT. They supersede all communications, procedures, agreements, commitments, guarantees or arrangements relating to its purpose and facts, orally or in writing, by a PARTY or on its behalf, with regard to the other PARTY, which may have occurred prior to its entry into force. These contract documents are recognised by the PARTIES as the unique and complete formulation of the terms of their agreement.

Any modification to the CONTRACT or any waiver of a right resulting from the CONTRACT shall be subject to an amendment duly signed by an officially authorised representative from each PARTY.

Definition of services and performance obligation

The CONTRACTOR is bound by a performance obligation in terms of the fulfilment of all the services due under the CONTRACT, which are in particular set out in its Appendix 1, Description of the Expert Mission, and repeated, where appropriate, on each order form.

Save in the event of termination by either PARTY, the CONTRACT shall terminate after the perfect and complete fulfilment of the services by the DESIGNATED EXPERT(S) and the extinction of the rights and obligations of each PARTY under the CONTRACT.

Should all or part of the services not be fulfilled within the specified time, the CONTRACTOR and DESIGNATED EXPERT(S) shall immediately take all the measures necessary to make up for the delay, without being able to claim any remuneration whatsoever for this purpose.

Functional coordination relationship

The expert mission entrusted to the DESIGNATED EXPERT(S) under the present CONTRACT is part of a cooperation project implemented by EXPERTISE FRANCE. Consequently, the DESIGNATED EXPERT(S) shall comply with the organisational, logistical and function instructions given by EXPERTISE FRANCE in order to usefully ensure that their intervention fits in with the context of the project.

The DESIGNATED EXPERT(S) report(s) directly on their mission to the contact point of EXPERTISE FRANCE designated in Article 5 of the CONTRACT.

3. DURATION OF THE CONTRACT

Entry into force of the contract

Unless otherwise specified in the CONTRACT, the CONTRACT shall enter into force at its notification to the CONTRACTOR following the signing by the PARTIES. The services due under the CONTRACT shall not commence prior to its entry into force.

Counting of the duration of the contract

Unless otherwise specified in the CONTRACT, the time periods and durations set out in the CONTRACT are expressed in business days, weeks or calendar months.

Modalities for the renewal of the contract

If Article 3 of the CONTRACT provides for its renewal, this is conducted tacitly.

EXPERTISE FRANCE reserves the right not to renew a period of validity. In the event of a non-renewal, EXPERTISE FRANCE shall notify its decision no later than 2 months prior to the end of the current period of

validity. The non-renewal of a period of validity of the CONTRACT shall not confer any right to compensation for the CONTRACTOR or DESIGNATED EXPERT(S).

4. FINANCIAL PERFORMANCE OF THE CONTRACT

Form of prices

Prices are firm and may not be updated.

Advance payment

Advance payments may be made to the CONTRACTOR in accordance with the periodicity set out in Article 4 of the CONTRACT.

The total amount of the advance payments shall not exceed the value of the services provided by the DESIGNATED EXPERT(S) and validated by EXPERTISE FRANCE.

Unless otherwise stated in the CONTRACT, the total amount of advance payments made shall not exceed 90% of the flat-rate amount of the CONTRACT or, where appropriate, the relevant order form.

An advance payment does not constitute proof of reception, even partial, and does not relieve the CONTRACTOR of its obligations under the CONTRACT and relevant order form.

Balance

The CONTRACT or, where appropriate, each order form established under the CONTRACT, gives rise to a final payment corresponding to the balance, made after the reception and final validation of all the corresponding services.

Billing

The invoices relating to the CONTRACT shall be established in an original copy (paper or in an electronic form in .pdf format) indicating, in addition to the legal notices (registration number with the company registry and, where applicable, evidence of autoentrepreneur status, the intra-community VAT number, etc.), the following indications:

- The names and addresses of the creditor (an exact address is mandatory; a Post Office box alone is not sufficient);
- Bank details (RIB in France) and a financial identification form;
- The number and date of the contract and of each amendment, as well as, where appropriate, the date and number of the order form, the service performed;
- The breakdown of the amount invoiced in accordance with the categories of expenditure provided for in the context of the CONTRACT;
- The amount exclusive of tax and the amount inclusive of tax of the service invoiced;
- The rate and amount of the VAT;
- The article concerning the VAT regime applied (*e.g.* Art. 259*b* of the French CGI);
- Number and date of the invoice.

Invoices for advance payments shall be accompanied by the corresponding validated timesheets. Invoices for the balance (final partial payment) shall be accompanied by a copy of the service reception decision.

Invoices shall be sent to the contact point designated in the specific conditions in Article 5 of the CONTRACT.

Payment deadlines and default interest

Payments are always made in the name of the issuer of the invoice or of the request for the reimbursement of expenses.

The overall payment time for the amounts due in performance of the CONTRACT is set at a maximum of thirty (30) days from the date of receipt of the complete invoice, comprising all the supporting documents, or from the admission date of the services if such date is later. Any missing document shall prevent payments.

In the event that this payment time is exceeded, EXPERTISE FRANCE shall pay the CONTRACTOR default interest under the conditions set out in Decree n° 2013-269 of 29 March 2013 on combating late payments in public procurement contracts. The rate of default interest is equal to the interest rate applied by the European Central Bank to its most recent main refinancing operations, prevailing at the first day of the half year of the current calendar year during which the default interest started to accrue, plus eight percentage points.

The amount of the flat-rate compensation for recovery costs is set at forty (40) euros and shall be systematically paid in addition to the default interest. Interest for an amount below forty (40) euros shall not be mandated.

Taxes and duties

The CONTRACTOR shall directly bear the cost of all taxes, duties and charges, whatever their nature, which may be claimed from it under the present CONTRACT, both in the country of its headquarters and in the country or countries where the services are performed.

The CONTRACTOR shall indicate the rate of VAT applicable to the operation or, where applicable, the benefit of an exemption, by mentioning on the invoice "VAT not applicable" in accordance with the provisions applicable to it (French General Tax Code or those of the European Directive 2006/112/EC of 28 November 2006).

Modalities for the calculation of per diems-daily allowances if provided for under the specific contract

Unless specified in the CONTRACT, the amount of the per diems is set in accordance with Decree n° 2006-781 and the Implementing Decree of 06/10/2006 of the French Ministry of Foreign Affairs and International Development.

5. VERIFICATION OPERATIONS AND RECEPTION OF SERVICES

Following the verification operations, EXPERTISE FRANCE shall take a decision in terms of reception, postponement, reductions or rejection.

Service reception decisions may be made by:

- The Chief Executive Officer of EXPERTISE FRANCE;
- The Director of Operations of EXPERTISE FRANCE or his/her deputy;
- The Director of the Health Department;
- The Coordinator of the 5% Initiative Unit;
- The Project Officer responsible for the mission.

Service verification operations

The persons responsible for the verification operations are designated in the CONTRACT.

The purpose of the quantitative and qualitative verification operations is to allow EXPERTISE FRANCE to verify in particular whether the DESIGNATED EXPERT(S) has/have:

- Implemented the means defined in the CONTRACT, in accordance with the requirements set out in it;
- Performed the services defined in the CONTRACT as being under their responsibility, in accordance with the contractual provisions.

EXPERTISE FRANCE has a maximum of one month to proceed with the verifications and notify its decision concerning the reception, postponement, reception with reductions or rejection. The starting point of the period is the date of submission by the DESIGNATED EXPERT(S), or of delivery of the services to EXPERTISE FRANCE.

Reception

EXPERTISE FRANCE shall declare the reception of the services if the latter are in accordance with the provisions of the CONTRACT. The reception takes effect from the date of notification of the reception decision to the co-contractor.

Should EXPERTISE FRANCE not notify its decision within the period referred to in the Article *Verification Operations* of the CONTRACT, the services shall be deemed to have been received, with effect from the expiry of the time period.

Postponement

EXPERTISE FRANCE, when it deems that the services can only be received providing there are certain amendments, may decide to postpone the reception of the services with a reasoned decision. This decision requests that the DESIGNATED EXPERT(S) submit the amended services to the contracting authority within fifteen days.

The DESIGNATED EXPERT(S) or the CONTRACTOR shall make known their acceptance within ten days starting

from the notification of the postponement decision. In the event of a refusal by the DESIGNATED EXPERT/CONTRACTOR or of failure to respond on the part of the latter during this period, EXPERTISE FRANCE may declare the reception of the services with reductions or reject them, under the conditions set out in the CONTRACT, within fifteen days starting from the notification of the refusal by the DESIGNATED EXPERT/CONTRACTOR, or starting from the expiry of the ten days mentioned hereinabove.

Failure to respond on the part of EXPERTISE FRANCE beyond this period of fifteen days constitutes the decision to reject the services.

Should the DESIGNATED EXPERT(S) submit the amended services again, following the decision to postpone the services, EXPERTISE FRANCE once again has the entire time period provided for so that it may proceed with the verifications of the services, starting from when they are submitted again by the DESIGNATED EXPERT(S).

Reductions

When EXPERTISE FRANCE deems that the services, without being entirely in compliance with the specifications of the CONTRACT, may nevertheless be received in their current form, it declares their reception with a price reduction proportional to the scale of the flaws observed. This decision shall be motivated. It may only be notified to the CONTRACTOR once the DESIGNATED EXPERT(S) has/have been able to submit their observations.

Should the DESIGNATED EXPERT(S) not submit any observation within fifteen days following the decision of reception with reductions, they are deemed to have accepted it. Should they make observations within this period, EXPERTISE FRANCE shall subsequently have fifteen days to notify them of a new decision. Failing such notification, EXPERTISE FRANCE shall be deemed to have accepted the observations of the DESIGNATED EXPERT(S).

Rejection

When EXPERTISE FRANCE deems that the services do not comply with the specifications of the CONTRACT and cannot be received in their current form, it declares their partial or total rejection.

In the event of rejection, the DESIGNATED EXPERT(S) shall be obliged to perform the service provided for in the CONTRACT again.

The DESIGNATED EXPERT(S) has/have one month starting from the notification of the rejection decision to remove any supplies delivered under the rejected services. When this period has passed, they may be destroyed or removed by EXPERTISE FRANCE, at the expense of the CONTRACTOR.

6. PENALTIES

The amount of the penalties shall be applied in the calculation of the balance of the payments due under the present CONTRACT.

Penalties on the submission of a deliverable:

The penalties are fixed on a flat-rate basis of EUR 100 per day of delay in the submission of the expected final deliverables specified in the CONTRACT.

7. INTELLECTUAL PROPERTY

Unless otherwise specified in the CONTRACT, by default, all intellectual property rights and any other rights relating to the deliverables and outcomes of the performance of the CONTRACT are transferred to EXPERTISE FRANCE exclusively, within a limit of 10 years starting from the end of the duration of the present CONTRACT, within the limit of the following geographical space: European Union, countries in the MENA region, Member States of the African Union, and the country/countries where the MAIN CONTRACT is performed, in which the individual expert mission of the CONTRACT takes place.

8. CONFIDENTIALITY

The CONTRACTOR and DESIGNATED EXPERT(S) shall keep private and confidential all the documents and information received or brought to their attention in the context of the PROJECT. They shall not use them for other purposes than the performance of the present CONTRACT.

The CONTRACTOR and DESIGNATED EXPERT(S) shall not disclose any details of the PROJECT, except to the extent necessary for the purposes of the performance of the present CONTRACT, without the prior written consent of the other party.

9. INSURANCE AND RESPONSIBILITY

In the context of the performance of the services of the CONTRACT, the CONTRACTOR takes full responsibility for any physical, material and/or non-material damage that the DESIGNATED EXPERT(S) or itself may have caused, as well as for the related material or pecuniary damages.

To guard against such risks, the CONTRACTOR shall comply with its legal obligations concerning taking out an insurance policy, at its expense, covering its civil and professional responsibility and that of the DESIGNATED EXPERT(S).

At the request of EXPERTISE FRANCE, the CONTRACTOR shall provide evidence of all the aforesaid to EXPERTISE FRANCE (insurance certificate).

The CONTRACTOR shall take out and maintain, at its expense, insurance policies covering its responsibility in terms of any illness or occupational accident which the DESIGNATED EXPERT(S) may be subject to in the performance of the services.

EXPERTISE FRANCE shall take out and maintain, at its expense, “accident-repatriation” insurance policies in order to guarantee the DESIGNATED EXPERT(S) that the corresponding risks are covered during their mission.

10. CONFLICT OF INTEREST

The CONTRACTOR and DESIGNATED EXPERT(S) shall take all the necessary measures to prevent any situation of conflict of interest. A conflict of interest arises when the impartial and objective performance of the CONTRACT is compromised for reasons of economic interest, political or national affinity, family or sentimental attachments, or for any other grounds of community of interest.

Any situation constituting a conflict of interest or likely to lead to a conflict of interest during the performance of the CONTRACT shall be reported immediately and in writing to EXPERTISE FRANCE. The CONTRACTOR and DESIGNATED EXPERT(S) shall immediately take all the necessary measures to rectify this situation. EXPERTISE FRANCE reserves the right to verify that the measures taken are appropriate and to demand that additional measures are taken within a specified time frame.

The CONTRACTOR and DESIGNATED EXPERT(S) declare they have not given their consent to, sought, attempted to obtain or accept, and undertake not to consent to, seek, attempt to obtain or accept, a benefit, financial or in kind, in favour of or from any person when this benefit constitutes an illegal practice or involves corruption, directly or indirectly, in that it amounts to an incentive or reward relating to the performance of the CONTRACT.

The CONTRACTOR shall send all the relevant obligations in writing to the DESIGNATED EXPERT(S) and members of its staff and any natural person with the power to represent it or take decisions on its behalf and ensure that the interested parties do not find themselves in a situation which may give rise to a conflict of interest.

11. FORCE MAJEURE

Neither of the parties shall be held in breach or default of their contractual obligations if they are prevented from fulfilling them by a situation of force majeure occurring, either after the date of notification of the contract award, or after the date of its entry into force.

"Force majeure" means, for the purposes of the present GENERAL CONDITIONS, any unforeseeable event beyond the parties' control or which they are unable to overcome despite their diligence, such as natural disasters, strikes, lock-outs or other labour disputes, acts of the public enemy, wars, whether declared or not, blockades, uprisings, riots, epidemics, landslides, earthquakes, storms, lightning, floods, scouring, civil unrest, explosions. A decision by France or the European Union to suspend cooperation with the partner country is considered as a case of force majeure when it involves the suspension of financing for this CONTRACT.

The CONTRACTOR shall not be liable to lump-sum compensation or to termination for failure to perform if and to the extent that its delay in performance or any other failure to fulfil its obligations under the CONTRACT results from a case of force majeure. Similarly, EXPERTISE FRANCE shall not be liable for the payment of interest for payment delays or the CONTRACTOR'S failure to fulfil its obligations or for the termination of the CONTRACT by the CONTRACTOR for default, if and to the extent that a delay on the part of EXPERTISE FRANCE or any other failure to fulfil its obligations results from a case of force majeure.

Should one of the parties deem that a case of force majeure likely to affect the performance of its obligations has occurred, it shall immediately inform the other party as well as the project manager, specifying the nature, likely duration and expected impacts of this event. Unless instructed otherwise by the project manager in writing, the CONTRACTOR shall continue to fulfil its contractual obligations to the extent of what is reasonably possible for it and shall seek any other reasonable means to allow it to fulfil the obligations that the case of force majeure does not prevent it from performing. It shall only implement these other means if the project manager gives it orders to do so.

For a unit price contract, if, by following the instructions of the project manager, the CONTRACTOR has to meet additional expenses, their amount shall be certified by the project manager.

Should a case of force majeure have occurred and continue for a period of 180 days, notwithstanding any extension to the period for the performance of the CONTRACT that the CONTRACTOR may have thereupon obtained, each party shall have the right to give the other 30 days notice to terminate the CONTRACT. Should the case of force majeure continue at the expiry of the period of 30 days, the CONTRACT shall be terminated and, under the law governing the CONTRACT, the parties shall thereupon be released from their obligation to continue to perform the latter.

12. SUSPENSION OF PERFORMANCE OF THE CONTRACT

Suspension by either party to the contract

The CONTRACTOR or EXPERTISE FRANCE may suspend the performance of all or part of the CONTRACT if a case of force majeure makes this performance impossible or excessively difficult. The party wishing to suspend the CONTRACT shall immediately inform the other party of the suspension, providing all the necessary justifications and clarifications, as well as the date envisaged for the resumption of the performance of the CONTRACT.

As soon as the conditions are in place for a resumption of the performance, the parties shall agree on a resumption date, unless the CONTRACT has already been terminated.

Suspension by Expertise France

EXPERTISE FRANCE may suspend the performance of all or part of the CONTRACT:

- a) If the procurement procedure or the performance of the CONTRACT have been subject to substantial errors, irregularities or fraud;
- b) To verify whether the alleged substantial errors, irregularities or fraud have effectively occurred.

The suspension shall take effect on the date on which the CONTRACTOR receives the formal notification, or at a later date indicated in the notification. EXPERTISE FRANCE shall inform the CONTRACTOR as soon as possible of its decision to have the performance of the suspended tasks resumed or to terminate the CONTRACT. The CONTRACTOR may not demand compensation in the event of the suspension of all or part of the CONTRACT.

13. TERMINATION OF THE CONTRACT

Grounds for termination by Expertise France

The contracting authority may terminate the CONTRACT in the following cases:

- a) When a legal, financial, technical, organisational or supervisory change in the CONTRACTOR'S situation is likely to substantially affect the performance of the CONTRACT, or substantially call into question the decision for the award of the CONTRACT;
- b) If the performance of the tasks has not actually begun in the three months following the date set for that effect and if the new date proposed, where relevant, is deemed unacceptable by EXPERTISE FRANCE;
- c) If the CONTRACTOR does not perform the CONTRACT in accordance with the requirements of the specifications, or if it does not fulfil another substantial contractual obligation;
- d) In the event of force majeure notified in accordance with Article 11, or in the event of a suspension in the performance of the CONTRACT by the CONTRACTOR by reason of force majeure, notified in accordance with Article 12, if it is impossible to resume the performance, or if a change in the CONTRACT is likely to call into question the decision for the award of the CONTRACT or result in unequal treatment between bidders;
- e) When the CONTRACTOR is declared bankrupt or is subject to proceedings for liquidation, administration by court, arrangement with creditors, the cessation of activity, or if it is in any analogous situation resulting from a similar procedure provided for in national laws or regulations;
- f) If, in professional terms, the CONTRACTOR or any natural person having power to represent it or take decisions on its behalf has been guilty of grave misconduct proven by any means;
- g) If the CONTRACTOR has not respected its obligations relating to the payment of social security contributions or its obligations relating to the payment of its taxes in accordance with the legal

- provisions of the country where it is established, or those of the country where the law is applicable to the present CONTRACT or those of the country where the latter is to be performed;
- h) If EXPERTISE FRANCE has evidence that the CONTRACTOR or any natural person having power to represent it or take decisions on its behalf has committed an act of fraud, corruption, or participated in a criminal organisation, money laundering or any other illegal activity to the detriment of the financial interests of EXPERTISE FRANCE, France or the European Union;
 - i) If EXPERTISE FRANCE has evidence that the CONTRACTOR or any natural person having power to represent it or take decisions on its behalf has committed substantial errors, irregularities or fraud in the procurement procedure or in the performance of the CONTRACT, particularly in the event of the provision of false information;
 - j) If the CONTRACTOR is unable, through its own fault, to obtain a permit or authorisation necessary for the performance of the CONTRACT;
 - k) If the CONTRACTOR finds itself in a situation which could constitute a *conflict of interest* or an *interest of a contradictory professional nature* referred to in Article 10;
 - l) The CONTRACT shall terminate automatically in the event of the termination of the main CONTRACT or of the request by the donor or cooperation project beneficiary, in accordance with the notice and modalities indicated by the latter, to replace the DESIGNATED EXPERT(S). The CONTRACTOR shall be informed by registered letter with acknowledgement of receipt containing a notification of the termination. Termination in the event of a request by the donor or cooperation project beneficiary to replace the DESIGNATED EXPERT(S) shall not give any right to compensation of any kind for the CONTRACTOR or DESIGNATED EXPERT(S);
 - m) EXPERTISE FRANCE may automatically terminate the CONTRACT in the event of the unavailability of the DESIGNATED EXPERT(S) for a cumulative duration of 2 weeks. Termination in the event of the unavailability of the DESIGNATED EXPERT(S) shall not give right to compensation of any kind for the CONTRACTOR;
 - n) EXPERTISE FRANCE reserves the right to partially terminate the present CONTRACT in the event of the unavailability of one or several experts. The CONTRACTOR shall propose the replacement of the expert(s) concerned within a maximum of 7 business days. This replacement(s) shall respect the levels of expertise and the requirements provided for in the specifications of the mission;
 - o) In the event of the proven physical inability of the DESIGNATED EXPERT(S) to continue the implementation of the expert mission.

Grounds for termination by the CONTRACTOR

The CONTRACTOR may terminate the CONTRACT:

- a) If it has evidence that EXPERTISE FRANCE has committed substantial errors, irregularities or fraud in the CONTRACT award procedure or in the performance of the CONTRACT;
- b) If EXPERTISE FRANCE does not comply with its obligations, in particular the obligation to pay the amounts due (advance, payment on account and balance), or the obligation to provide the CONTRACTOR with the information required for the performance of CONTRACT provided for in the specifications;
- c) In the event of force majeure notified in accordance with Article 11, or in the event of the suspension of the performance of the CONTRACT by EXPERTISE FRANCE by reason of force majeure, notified in accordance with Article 12, if it is impossible to resume the performance or if an amendment to the CONTRACT is likely to call into question the initial terms for the performance of the CONTRACT.

Grounds for termination for convenience

Each party may at any time terminate all or part of the CONTRACT early, automatically, without their being a fault on the part of the other party, by a notification respecting a notice of one (1) month, sent to the other party by registered letter with acknowledgement of receipt.

It is expressly agreed that under this termination, the parties may not claim any other compensation whatsoever.

Termination procedure

In all cases of termination, a party shall formally notify the other party of its intention to terminate the CONTRACT, specifying the grounds for the termination.

The other party has 30 days starting from the date of receipt to submit its observations, including the measures it has taken to ensure the continuity of compliance with its contractual obligations. Failing that, the termination decision shall become enforceable the day following the expiry of the time period to submit observations.

Should the other party submit observations, the party wishing to terminate shall formally notify it of the withdrawal of its intention to terminate or its final decision to terminate.

In the cases referred to in points a), b), c), e), g) and j) of Article 13 § Grounds for termination by EXPERTISE FRANCE, the formal notification shall specify the date when termination takes effect. In the other cases, the termination shall take effect the day following the date at which the CONTRACTOR has received notification of the termination.

Furthermore, at the request of EXPERTISE FRANCE and regardless of the grounds for termination, the CONTRACTOR shall provide all the assistance required, including information, documents and files, in order to allow EXPERTISE FRANCE to complete or continue the services, or transfer them to a new CONTRACTOR or internally, without interruption or a negative impact on the quality or continuity of services. The parties may agree to establish a transition plan specifying the modalities for the CONTRACTOR'S assistance, unless such a plan is already set out in the other contractual documents or in the specifications. The CONTRACTOR shall provide this assistance at no extra cost, unless it is able to demonstrate that this assistance requires substantial additional resources or means, in which case it shall provide an estimate of the expenses incurred and the parties shall negotiate an arrangement in good faith.

Effect of the termination

In the event of termination, the CONTRACTOR waives all rights to claim compensation for indirect losses, particularly the loss of the profits expected as a consequence of the works not being completed. Upon receipt of the notice of termination, the CONTRACTOR shall take all the necessary measures to reduce costs to the minimum, in order to prevent losses and to cancel or reduce its commitments. It has sixty days starting on the date when termination takes effect to establish the documents required by the purchase order for the tasks already performed at the termination date and submit an invoice if necessary. The contracting authority may recover any amount paid under the CONTRACT.

The contracting authority may demand compensation for any damage caused in the event of termination.

After termination, the contracting authority may engage any other contractor to perform or complete the tasks. The contracting authority is entitled to claim from the CONTRACTOR the reimbursement of all the additional expenses thereby incurred, without prejudice to any other rights or guarantees it may hold under the CONTRACT.

14. LANGUAGE AND CURRENCY OF THE CONTRACT

The present document has been established in French, which shall be the authentic language in all matters concerning the meaning or interpretation of the CONTRACT.

Under the present CONTRACT, the currency applicable is the euro.

15. DISPUTE RESOLUTION – FRENCH LAW APPLICABLE

Any dispute between the Parties over the existence, validity, interpretation, performance and termination of the CONTRACT (or any of its clauses) which the PARTIES are unable to settle out of court in thirty days following the notification of the dispute by the claiming PARTY to the other PARTY shall be submitted to the judgement of the Administrative Court of Paris.

The law applicable to the CONTRACT is French law.