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| **SERVICE PROVISION CONTRACT – SCHEDULE OF SPECIFIC ADMINISTRATIVE CLAUSES CONSTITUTING AN ACT OF COMMITMENT**  **NUMBER:** |
| **EXPERT MISSION IN THE CONTEXT OF CHANNEL 1 OF THE 5% INITIATIVE** |
| **PURPOSE OF THE EXPERT MISSION:**  *Indicate the purpose of the expert mission here* |
| **LOT X: ……………………………………………..**  **NOTIFICATION DATE**  The present contract is subject to Ordinance 2015-899 related to public procurement, promulgated by the President of the French Republic on 23 July 2015 and its Implementing Decree n° 2016-360 of 25 March 2016.  It is concluded in the context of the dynamic purchasing system implemented by Expertise France’s 5% Initiative, concerning contractual arrangements for individual expert missions in the field in the context of Channel 1 of the 5% Initiative to Fight AIDS, Tuberculosis and Malaria, published on 24/02/2018, pursuant to Articles 81 to 83 of Decree 2016-360 of 25 March 2016.  In accordance with Article 81-IV of the aforementioned Decree, it is concluded in the form of a restricted tender procedure pursuant to its Articles 69 and 70. |

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**The present contract is concluded *intuitu personae* between:**

**EXPERTISE FRANCE**

73, rue de Vaugirard, 75006 PARIS, France

An Industrial and Commercial Public Undertaking (EPIC) registered under the following numbers:

* Company name: Agence Française d’Expertise Technique Internationale (AFETI)
* SIRET n°: 808 734 792 00027
* Intracommunity VAT n°: FR36 808734792

Represented by Mr. Jérémie PELLET, Chief Executive Officer,

**for the first part,**

## and:

**NAME OF THE CONTRACTOR**

(hereinafter the “CONTRACTOR”) Represented by:

* Address of headquarters:
* Registration number at the Trade and Companies Register:
* Intracommunity VAT n° (where applicable):

**for the second part,**

(Hereinafter referred to collectively as the “PARTIES”,)

**EXPERT RESPONSIBLE FOR THE MISSION: INDICATE THE SURNAME AND FIRST NAME**

(Hereinafter the “DESIGNATED EXPERT”)

### It is hereby agreed as follows:

The present Service Provision Contract falls within the framework of Channel 1 of the 5% Initiative (AIDS, Tuberculosis, Malaria), hereinafter the “MAIN CONTRACT” implemented by EXPERTISE FRANCE.

Under the present Contract, the services, as described in Appendix 1, are performed by the expert designated hereinabove:

### in witness whereof, it is hereby agreed that:

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# SPECIFIC CONDITIONS

# PURPOSE OF THE CONTRACT FOR THE PROVISION OF EXPERTISE

### Purpose of the Contract

The purpose of the present service provision CONTRACT (hereinafter the “CONTRACT”) is to implement a mission carried out by a designated *individual expert* concerning “*indicate the purpose of the expert mission here*” and falling within the framework of Channel 1 of the 5% Initiative of the “MAIN CONTRACT”.

### Form of the Contract

The CONTRACT is made up of one flat-rate item.

# CONTRACTUAL DOCUMENTS

The present CONTRACT is made up of the contractual documents listed below, in descending order of priority:

1. The present document and its annexes:
   1. Appendix 1 attached: Specifications (version of XX/XX/XXXX);
   2. Appendix 2 attached: General Conditions;
   3. Appendix 3 attached: Model of Timesheet;
   4. Appendix 4 attached: CVs of the expert(s);
   5. Appendix 5 attached: Declaration of Honour relating to exclusion criteria, the absence of conflict of interest and the availability of the contract holder.
2. Technical bid of the Contractor of XX/XX/XXXXX
3. Etc.

# START AND IMPLEMENTATION PERIOD OF THE SERVICES

The implementation period of the services of the present CONTRACT is set at XX days starting from the notification date/date set in the order to start the services. This service order shall be notified to the contract holder within X months starting from the contract notification date.

Should all or part of the services not be performed within the given deadlines, the CONTRACTOR shall immediately take all the necessary measures to overcome the delays without having any claim whatsoever to compensation for this reason.

# FINANCIAL PROVISIONS

### Flat-rate amount of the contract

The amount of the CONTRACT stands at: Indicate the amount in EUR exclusive of tax.

This amount corresponds to an overall flat-rate price covering the implementation of all the services.

Any *reimbursable expenses covered by EXPERTISE FRANCE* defined below are the only expenses covered by EXPERTISE FRANCE in addition to this flat rate for the expert mission under the present contract.

### Reimbursable expenses

By way of derogation from the General Conditions, no reimbursable fees shall be covered by EXPERTISE FRANCE under the present CONTRACT.

### Advance

No advance shall be granted. or

An advance of EUR XXXXXX is granted to the CONTRACTOR starting from the notification of the present CONTRACT.

The advance shall be deducted from the amounts due to the holder when the total amount of accounts already paid to the holder reaches 80% of the CONTRACT price.

### Payments on account

Periodic [monthly][quarterly] payments on account may be paid to the CONTRACTOR.

The total amount of payments on account shall not exceed 90% of the CONTRACT amount.

### Bank transfer

***For the CONTRACTOR***

The payment of billed services shall be made on a bank account, in the name of the CONTRACTOR, with the bank details below, within 30 days from the date of receipt of all the supporting documents for the relevant missions.

|  |  |  |
| --- | --- | --- |
| Bank code | Sort code | Account n°/key |
| To be completed by the CONTRACTOR | To be completed by the CONTRACTOR | To be completed by the CONTRACTOR |

IBAN: To be completed by the CONTRACTOR BIC: To be completed by the CONTRACTOR

# SPECIFIC IMPLEMENTATION MODALITIES

### Verification operations and reception of services

The verification operations and reception of services are conducted in accordance with the provisions of the General Conditions.

They are conducted by:

* The Project Officer;
* The Coordinator of the 5% Initiative.

### Contact point and communication

Any notice or communication between the PARTIES occurring under the CONTRACT shall be made in writing, either by means of email exchanges, or by registered letter with acknowledgement of receipt, and shall be deemed to be validly delivered upon its receipt by the recipient.

All correspondence shall be sent, all postage fees paid, to the following addresses:

|  |  |
| --- | --- |
| For EXPERTISE FRANCE : | EXPERTISE FRANCE  Name of Project Officer Département Santé  73 rue de Vaugirard  F-75006 PARIS |
| For the INDIVIDUAL EXPERT: | To be completed by the individual expert |
| For the CONTRACTOR: | To be completed by the CONTRACTOR |

Each PARTY may at any time change their address by informing the other PARTY of this change in writing.

### Documents to provide

The contractor must provide to Expertise France at the end of the mission:

* the boarding pass;
* the timesheets, as provided in Annex 3, listing the working-days for the implementation of the mission, and duly signed by the service provider, and by the beneficiary for the completed days.

# DEROGATIONS FROM THE GENERAL CONDITIONS

By derogation to the General Conditions,

* Article X of the present document replaces Article X of the General Conditions;
* Etc…..

or

Sans objet.

# FINAL PROVISIONS

### Declaration

The CONTRACTOR declares:

* that he/she agrees that the fulfilment of the mission expected under the present CONTRACT constitutes a provision of services and that the present CONTRACT does not constitute and **is not intended to constitute an employment contract.**
* that he/she endorses and shall comply with all the contractual documents defined in §[2.](#_bookmark4)
* that he/she accepts, where applicable, the contract notification, through usual channels, in electronic form.

Under penalty of an automatic termination of the CONTRACT, the CONTRACTOR declares:

* that neither he/she nor the DESIGNATED EXPERT infringe any of the prohibitions under Articles 45 and 48 of Ordinance 2015-899 of 23 July 2015, or an equivalent prohibition ordered in another country;
* that the commitments made under the present CONTRACT do not put him/her or the DESIGNATED EXPERT in a position of conflict of interest which may, in particular, have an impact on the performance of the CONTRACT;
* that neither him/her, nor the DESIGNATED EXPERT have committed an act that may influence the PROJECT implementation process to the detriment of the BENEFICIARY and, in particular, that no illicit agreement has been or shall be made;
* that the negotiation, procurement and performance of the CONTRACT have not and shall not give rise to an act of corruption as defined by the United Nations Convention against Corruption of 31 October 2003.

### Signatures of the parties

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| --- |
| **FOR THE CONTRACTOR:**  Handwritten mention *“read and approved”*:  In.....…......….., on...…….....20.... Signature:1 First name/surname of the signatory:  Position: |
| **FOR EXPERTISE FRANCE:**  In.....…......….., on...…….....20.... Signature:2 First name/surname of the signatory:  Position: |

**Done in a single original, the single copy of which shall be kept by Expertise France.**

**OPINION OF THE ECONOMIC AND FINANCIAL CONTROLLER-GENERAL:**

1. Date and original signature of a person authorised to enter into legally binding commitments on behalf of the CONTRACTOR.
2. Date and original signature of the Chief Executive Officer of EXPERTISE FRANCE or his delegate.

# APPENDIX 1: DESCRIPTION OF THE EXPERT MISSION/SPECIFICATIONS

# APPENDIX 2: GENERAL CONDITIONS

# APPENDIX 3: TIMESHEET

# APPENDIX 4: CV OF THE DESIGNATED EXPERT

# APPENDIX 5: DECLARATION OF HONOUR