
TECHNICAL COOPERATION PROJECT AGREEMENT

NUMBER:

PURPOSE: *Technical expertise as part of the “Strengthening nuclear safety regulatory capacity in Africa” cooperation project*

MAXIMUM AMOUNT: 190 000 € exc. VAT.

AWARD DATE:

This agreement is subject to the French Public Procurement Code (*Code de la commande publique - CCP*) in its current version resulting from Order No. 2018-1074 of 26 November 2018 on the legislative part and Decree No. 2018-1075 of 3 December 2018 on the regulatory part of the Public Procurement Code.

It is awarded by procedure without prior publication or competitive tendering in application of Articles L. 2122-1 and R. 2122-1 to R. 2122-9 of the CCP.

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SPECIAL CONDITIONS – DEED OF UNDERTAKING

Between:

EXPERTISE FRANCE

(HEREINAFTER REFERRED TO AS “EXPERTISE FRANCE”)

40, boulevard de Port Royal - 75005 PARIS, France

- A French *société par actions simplifiée* with share capital of €828,933
- SIRET registration no.: 808 734 792 00035
- Intracommunity VAT number: FR36 808734792

Represented by Jérémie PELLET, Chief Executive Officer,

of the first part,

and:

STATE OFFICE FOR NUCLEAR SAFETY (STÁTNÍ ÚŘAD PRO JADERNOU BEZPEČNOST)

(Hereafter referred to as the “PARTNER”)

Senovážné náměstí 1585/9 110 00 Praha 1, Czech Republic

- Czech Central Authority of State Administration
- Registration number: 48136069

Represented by Dana Drábová, Chairperson,

of the second part,

(Hereafter referred to collectively as the “PARTIES”).

Whereas:

Within the context of the cooperation project « Strengthening nuclear safety regulatory capacity in Africa », the contract entitled « INSC/2024/452-948 », hereafter referred to as the “MAIN CONTRACT” (donor contract) was signed on 12/12/2024 by EUROPEAN COMMISSION (INSC) and EXPERTISE FRANCE. EXPERTISE FRANCE and STATE OFFICE FOR NUCLEAR SAFETY agree to create reciprocal obligations with a view to implementing the technical cooperation initiatives set out in this AGREEMENT.

In the light of the foregoing, the following is agreed:

ARTICLE 1: PURPOSE OF THE AGREEMENT

This partnership AGREEMENT (hereafter referred to as the "AGREEMENT") consists of the creation of reciprocal obligations for the implementation of technical cooperation initiatives relating to technical expertise mission within the framework of the « Strengthening nuclear safety regulatory capacity in Africa » project.

ARTICLE 2: CONTRACTUAL DOCUMENTS

The AGREEMENT is composed of the contractual documents listed below, in descending order of priority:

1. This document and its annexes:
 - Annex 1 attached hereto: Description of Action;
 - Annex 2: Third-party identification sheet
 - Annex 3: Purchase order template
 - Annex 4: Experts Timesheet template
2. The Code of Conduct of Expertise France (available at www.expertisefrance.fr);

This AGREEMENT is acknowledged by the PARTIES to represent the sole and complete expression of the terms of their agreement.

The contractual documents referred to above constitute the entire agreement between the PARTIES relating to this AGREEMENT. They supersede all communications, procedures, agreements, commitments, guarantees and arrangements relating to its object, issued by or on behalf of a PARTY to the other PARTY before the award date.

ARTICLE 3: GENERAL CHARACTERISTICS OF THE AGREEMENT

Form of the AGREEMENT

This AGREEMENT includes:

- A unit price component for expert days, based on fixed rates.
- A lump sum component for logistical support, based on predefined ceilings.

Term of the AGREEMENT

The AGREEMENT is valid for **24 months** from its award date.

The AGREEMENT will come to an end after full and complete performance by the PARTNER and once all the rights and obligations of each Party under the AGREEMENT have been extinguished.

Purchase orders will be issued during this period, specifying the scope and duration of each expertise mission. The period of implementation of the cooperation initiatives will be specified in each order.

In the event of the Project duration being extended, an addendum to this Agreement shall be established to extend the agreement duration by the Parties, in the absence of any objection on their part.

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Order notification procedures

Each expertise order is to be notified by e-mail to the PARTNER in the format defined in the Annex to this AGREEMENT and will clearly state:

- The Agreement REFERENCE NUMBER,
- The designation of the expertise mission or cooperation initiatives implemented,
- The amount of the order and its breakdown (quantity ordered x unit price),
- The place of execution,
- The duration of execution.

Expertise orders are to be notified to the PARTNER by e-mail.

ARTICLE 4: FINANCIAL TERMS**Amount of the AGREEMENT**

The maximum amount of the AGREEMENT is: **190 000 in € exc. VAT.**

The agreement does not impose a minimum commitment on Expertise France. The maximum amount corresponds to the ceiling for all purchase orders issued under this AGREEMENT.

The amount of each purchase order corresponds to the financial liability at cost price that Expertise France undertakes to pay after validation of all the corresponding cooperation initiatives and expertise missions.

Unit prices are firm and will be applied based on the quantities ordered. Logistical implementation costs will be invoiced based on lump sums, with each mission or activity subject to a purchase order specifying the associated lump sum. The Partner commits to justifying all expenses incurred under this budget by providing the necessary supporting documents for each expenditure.

Unit price headings	Unit price € exc. VAT	Maximum quantity
Non-key expert day	800	175
Logistical Implementation (Lump Sum)	50 000 € Total *	-

*The total amount indicated in the table is given as an indication.

Each activity or assignment will be covered by a purchase order specifying the fixed lump sum price for its logistical implementation. However, the total of all purchase orders under this AGREEMENT shall not exceed the maximum ceiling of 190 000 € excluding VAT.

Form of prices

Unit prices are deemed firm. The lump sum prices are specified on each purchase order according to the logistical requirements of each activity or assignment to be implemented under this AGREEMENT.

Payment terms

Payments will be made based on purchase orders issued, detailing expert days and lump sum costs for each activity.

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Before each activity or mission, Expertise France will issue a purchase order specifying the required number non-key expert days, as well as the lump sum cost for logistical implementation. Payments will be processed based on invoices submitted by the Partner, after validation of the associated deliverables, within 30 days from receipt and validation by the Team Leader or the Project Manager of Expertise France.

The total invoice amount may never exceed the corresponding purchase order amount.

Partial definitive payments/balance

Each payment corresponding to the balance is to be made after receipt and final validation of all cooperation initiatives, corresponding expertise missions and deliverables.

Payment terms and late payment interest

Payment is always to be made out in the name of the issuer of the invoice or of the expenses reimbursement request.

Overall payment terms for monies due under this Agreement are thirty (30) days maximum from the date of receipt of the complete invoice, including all supporting documentation, or the date of service/supply acceptance if this date is later. Any missing document will prevent payment.

If these payment terms are not respected, Expertise France will pay late payment interest to the PARTNER pursuant to Article R. 2192-10 et seq. of the CCP on the fight against late payment in public procurement contracts. The rate applied shall be the interest rate of the European Central Bank for its main and most recent refinancing operations, as applicable on the first day of the half-year of the calendar year during which late payment interest started to accrue, plus eight percentage points.

The amount of the fixed indemnity to cover collection costs is set at forty (40) euros and will be systematically paid in addition to late payment interest. Interest below €40 will not apply.

Presentation of payment demands

Invoices issued by the PARTNER must contain the following information:

- Company name, address and registered office of the PARTNER,
- Registration number,
- Bank account details,
- The code of the department acting as the relevant operations department: **(P2S)**,
- The reference number of this AGREEMENT,
- The project analytical code: **(23SSE0C288)**
- A clear and precise statement and the period of performance of the corresponding expertise mission,
- If the PARTNER'S bank details are not stated on invoices, it must provide a statement or certificate of bank or post office account details, with the third-party form duly completed in all cases.

If the invoices are submitted on the Chorus Pro portal, they must mention the department code referred to above, corresponding to the service of the EXPERTISE FRANCE Operations Department in question, on behalf of which the AGREEMENT has been entered into.

If the PARTIES are not obliged to submit invoices via Chorus, they must be submitted to the designated contact person.

Any missing document will prevent payment.

Supporting documents for payment demands

In addition, invoices must be accompanied by the following supporting documents in accordance with the unit price schedule:

- Time sheets for non-key experts

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- Technical deliverables specified in the agreement and/or purchase orders and/or terms of reference and/or concept notes.
- Mission and/or activity reports
- Mission/ Assignment orders
- Inbound and outbound boarding passes
- Accommodation proof indicating the expert's name and stay duration (hotel invoice)

Bank transfer

Payment for invoiced services will be made to the bank account identified in the third-party sheet annexed to this AGREEMENT.

Payment is always to be made out in the name of the issuer of the invoice or of the expenses reimbursement request.

Value Added Tax

The PARTNER must state the VAT rate applicable to the transaction or, as applicable, its VAT exemption by stating on the invoice the relevant provisions of the French General Tax Code or those of Directive 2006/112/EC of 28 November 2006.

If the PARTNER benefits from exemption, it must state "VAT exempt" in accordance with the applicable rules.

Taxes and duties

The PARTNER shall directly bear the cost of all taxes, duties and fees of any kind to which it may be subject under this AGREEMENT, both in the country of its registered office and in the country or countries in which the cooperation initiatives and expertise missions are carried out.

ARTICLE 5: VERIFICATION AND VALIDATION OF THE MISSIONS

Verification and validation of expertise missions and cooperation initiatives carried out under this AGREEMENT will be carried out by:

- The Project Team Leader, Jorge TIRIRA
- The EF Project Manager, Claire BOUCHEREAU

A lack of response from Expertise France does not constitute tacit acceptance of the expertise missions and cooperation initiatives.

ARTICLE 6: SPECIFIC TERMS OF EXECUTION

Deliverables table

Periodic deliverables		
Mission/Initiative	Deliverable	Submission frequency
Activities implementation	Activity report, presentations, supporting materials, attendees signed lists, activities photos, etc.	2 weeks after the activity
Contributing to drafting annual progress reports	Progress report	Annually on December
Final deliverables		

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Mission/Initiative	Deliverable	Deliverable submission deadline
Contributing to drafting inception report	Inception report	June 2025
Contributing to drafting final report	Final report	

Place of execution

The cooperation activities and expert missions will be carried out mainly in South Africa, Egypt, Ghana, Kenya, Morocco and Nigeria, with possible travel to EXPERTISE FRANCE's headquarters in Paris, to Europe and potentially to other African countries.

Language of the agreement

This Agreement is written in English, which shall be the reference language for any dispute that may arise regarding the meaning or interpretation of the AGREEMENT, to the exclusion of any other language.

Confidentiality

The PARTNER shall treat as private and maintain the confidentiality of all documents and information received or of which it becomes aware of in the context of the PROJECT. It shall maintain the secrecy and not make any use thereof for any purpose other than execution of the AGREEMENT.

In this regard, the PARTNER undertakes:

- To protect and maintain the confidentiality of information considered or presented as such;
- To handle confidential information it receives with the same degree of care and protection as it applies to its own confidential information;
- Only to disclose confidential information to its personnel and third parties involved in performance of the AGREEMENT, after having received prior written and express approval from EXPERTISE FRANCE;
- To take all necessary steps such that its personnel and third parties involved in execution of the AGREEMENT who become aware of confidential information undertake to treat such information with the same level of confidentiality as set out in this clause;
- As and when required, to reiterate the confidential nature of such information to its personnel and third parties involved in the execution of the AGREEMENT, as soon as said confidential information is communicated to the aforementioned persons;
- To reiterate the confidential nature of confidential information prior to any meeting during which confidential information is communicated.

Apart from where necessary for the purposes of executing the missions, the PARTNER may not disclose any element of the AGREEMENT without prior written consent from Expertise France.

Provision of documents

EXPERTISE FRANCE shall ensure that the PARTNER receives in good time all documents (as set out below) required for delivery of the services:

- **Project Description of Action.**

Contact person and communication

All communication and notifications between the PARTIES under the AGREEMENT shall take place in written form, either through the exchange of e-mails or via registered letter with acknowledgement of receipt, (where the latter form is prohibited in certain cases under the AGREEMENT), and shall be deemed to have been validly served with effect from receipt by the addressee.

All correspondence shall be forwarded with all carriage costs paid to the following addresses:

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For EXPERTISE FRANCE:	EXPERTISE FRANCE Claire BOUCHEREAU Département Paix, Stabilité et Sécurité 40, boulevard de Port Royal F-75005 PARIS
For the PARTNER:	STATE OFFICE FOR NUCLEAR SAFETY Eduard KLOBOUČEK Legal Department Senovážné náměstí 9 110 00 PRAHA 1

Each PARTY may modify its address at any time, subject to notifying the other PARTY thereof in writing.

INTELLECTUAL PROPERTY

Definitions

The Assignment provided for under this article requires definition of the following terms:

- "Result" means any intended outcome of the performance of this AGREEMENT which is delivered and definitively accepted by EXPERTISE FRANCE;
- "Creator" means any natural person who contributed to the production of the result.

Ownership of results

The ownership of results, and the title to related intellectual and industrial property rights, including the solutions and technical information they contain, are assigned in full hereunder to EXPERTISE FRANCE. Assignment only covers the economic rights of creators under the conditions set out in this article. The moral rights of creators are excluded. Such moral rights cover the disclosure, paternity and respect for the integrity of the results treated as a work within the meaning of the French Intellectual Property Code.

The aforementioned elements shall be deemed to be effectively assigned to EXPERTISE FRANCE after acceptance of the results delivered to Expertise France by the PARTNER.

The payment of the price to the PARTNER is deemed to include any fees it may be owed in relation to the acquisition of rights by EXPERTISE FRANCE, notably all forms of exploitation of the results. The acquisition of such rights has worldwide validity.

Exploitation of results

By acquiring the results developed by the PARTNER, EXPERTISE FRANCE becomes the assignee of all economic copyright relating to such rights. In this regard, yet without the list being exhaustive, EXPERTISE FRANCE may exploit the results for the following purposes:

- internal exploitation:
 - o disclosure to its personnel;
 - o disclosure to persons and entities working for EXPERTISE FRANCE or cooperating with it, including PARTNERS and subcontractors (whether legal or natural persons), EU institutions, agencies and bodies and Member States' institutions;
 - o installing, uploading, processing, arranging, compiling, combining, retrieving, copying, reproducing, whether in whole or in part and in an unlimited number of copies.
- distribution to the public:
 - o in paper, electronic or digital format;
 - o on the internet as a downloadable/non-downloadable file;
 - o via display, radio or television broadcasting or any other transmission technique;
 - o otherwise in any form and by any method.
- modifications:
 - o modification of content, form or technique;

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- addition of new elements of content and form;
- adaptation using new media;
- translation into any language;
- digitisation and computer processing.

Image rights

If natural recognisable persons appear in a result or their voice is recorded, on request from EXPERTISE FRANCE the PARTNER shall submit a declaration in which such persons (or of the persons exercising parental authority in case of minors) give their permission for the proposed exploitation of their image or voice. This does not apply to persons whose permission is not required under the law of the country where the photographs were taken, films shot or audio recordings made.

ARTICLE 7: SAFETY AND SECURITY

Throughout the term of the AGREEMENT, the safety and security rules issued by EXPERTISE FRANCE shall apply to the PARTNER. These are regularly updated and communicated to the Partner on an individual basis via all appropriate means. Failing such rules being communicated on an individual basis, EXPERTISE FRANCE will make every effort to make them available to the PARTNER once this AGREEMENT has been awarded. Regardless of the circumstances, the PARTNER shall be deemed to have familiarised itself with the security and safety rules relating to the performance of its responsibilities, and undertakes to strictly comply with said rules and to regularly familiarise itself with all revisions.

Any breach of the safety and security rules may lead to termination of the AGREEMENT and invoke the liability of the PARTNER.

ARTICLE 8: ETHICS

The PARTNER further undertakes to familiarise itself with the [Expertise France Code of Conduct](http://www.expertisefrance.fr) and to strictly comply with said code (accessible at the Expertise France website: www.expertisefrance.fr).

ARTICLE 9: PERSONAL DATA PROCESSING

[Under Article 13 of Regulation (EU) No. 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR), the PARTNER is notified that personal data (notably surname, first name and e-mail address) collected under this AGREEMENT may be processed.

The legal basis under which such processing is performed is set out in c) and e) of Article 6.1 GDPR, namely:

- The processing is necessary in order to comply with a legal obligation by which Expertise France is bound;
- The processing is necessary for performance of a public-interest assignment or one which falls within the scope of the public authority entrusted to Expertise France.

The purposes of the processing are as follows:

- Administration and monitoring of this AGREEMENT,
- Administration and monitoring of reports forwarded to donors and other supervisory authorities.

The recipients or category of recipients of the personal data are exclusively the authorised personnel of Expertise France, of state ministries and agencies, and donors responsible for awarding and executing this AGREEMENT, including any service providers assisting them with their activities.

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Retention period: the data will be held throughout the execution of the AGREEMENT, including the applicable DUA (duration of administrative usefulness).

Under Articles 15 to 21 GDPR, persons whose personal data is collected enjoy a right of access, rectification and deletion with regard to such data. They also enjoy the right to restrict and refuse processing on legitimate grounds. The information and other rights of data subjects may be exercised by contacting the Data Protection Officer of Expertise France (informatique.libertes@expertisefrance.fr).

Persons whose personal data is collected under this procedure may submit a complaint to CNIL.]

ARTICLE 10: MODIFICATION OF THE AGREEMENT

Without prejudice to the general rules applicable to administrative contracts, any modification to the AGREEMENT, or the waiver of any right resulting HEREFROM, must be covered by an amendment signed by a duly authorised representative of each PARTY.

ARTICLE 11: TERMINATION

This AGREEMENT may be terminated by mutual agreement of the Parties, subject to at least 60 days notice, issued via any means capable of establishing the exact date of receipt by the other Party.

In the event of any breach of this Agreement, the injured Party may terminate the Agreement without notice via registered letter with acknowledgement of receipt.

ARTICLE 12: DISPUTE RESOLUTION - APPLICABLE LAW

Any dispute between the PARTIES regarding the existence, validity, interpretation, execution or termination of the AGREEMENT (or any of its clauses) which the PARTIES are unable to settle amicably within thirty days of the dispute having been notified by the complainant to the other Party, shall be referred to the jurisdiction of the competent authority.

This AGREEMENT shall solely be governed by French law.

ARTICLE 13: DECLARATION

The parties undertake to strictly comply with their mutual obligations, notably:

- To notify any difficulty it may encounter with the performance of its obligations under the AGREEMENT;
- To comply with all applicable laws and regulations of the country of delivery of the services and adopt an attitude and conduct vis-à-vis third parties in accordance with applicable standards;
- To perform the cooperation initiatives and missions in a diligent, effective and economic manner, in accordance with generally accepted techniques and practices.

The PARTNER declares that the commitments made within the scope of this AGREEMENT do not create a situation of conflict of interest that may affect the execution of the AGREEMENT.

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The [Partner], members of its group, its suppliers, service providers, consultants and subcontractors (including the directors, employees and agents of said entities) hereby declare:

- Not to purchase from or supply equipment to, or operate in, whether now or in the future, any sector placed under embargo by the United Nations, European Union or France. For information purposes, the list may be viewed at the following website: <https://www.sanctionsmap.eu>
- Not to feature on any sanctions list of the United Nations, European Union or France, notably in respect of anti-money laundering, counter-financing of terrorism and the undermining of national peace and security. For information purposes, the lists can be viewed at:
 - For the United Nations, the directory of sanctions lists of the UN Security Council: <https://www.un.org/sc/suborg/fr/sanctions/un-sc-consolidated-list>,
 - For the European Union, the lists can be viewed at: <https://www.sanctionsmap.eu>,
 - For France: http://www.tresor.economie.gouv.fr/4248_Dispositif-National-de-Gel-Terroriste,
 - For the USA: <https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information>;
- Not to be the subject of any exclusion decision issued by the World Bank and, therefore, not to feature on the list published by the World Bank. For information purposes, the list can be viewed at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>

In the event of any such exclusion decision, we are able to append to this sworn declaration additional information demonstrating that said exclusion decision should not be considered pertinent in the context of the Agreement.

Lastly, the [Partner], members of its group, its suppliers, service providers, consultants and subcontractors (including the directors, employees and agents of said entities) hereby acknowledge and accept that such situations may entail automatic termination of the Agreement.

They further undertake to notify Expertise France without delay of any change of situation during performance of the Agreement in relation to this declaration.

SIGNATURES

FOR THE PARTNER:

In....., on.....20....

Preceded by the handwritten words "Read and approved":

Signature¹:

Name:

First name

FOR EXPERTISE FRANCE (contracting authority):

This offer is accepted as an undertaking.

In....., on.....20....

Signature²:

Name:

First name:

Done in two original copies.

¹ Date and original signatures

² Date and original signatures

