



INTERNATIONAL UNION
OF RAILWAYS

INVITATION TO TENDER

International Union of Railways - UIC
16 rue Jean Rey
75015 Paris
France

Reference:
HYDROGEN_RISKS-TENDER-2024-04-17

Paris, 17 April 2024

Subject: Invitation to tender – HYDROGEN_RISKS-TENDER-2024-04-17

Dear Sir/Madam,

The International Union of Railways (UIC) is planning to award the contract in subject "HYDROGEN RISKS ANALYSIS + SAFETY COMPARISON WITH AMMONIA". The procurement documents consist of:

- This invitation letter,
- The tender terms of reference,
- The draft contract for the provision of services.

The call for tender will be published on the UIC website at <https://uic.org/procurement/>.

The response to the tender must be sent to the e-mail addresses: cabrera@uic.org and demarco@uic.org in electronic version no later than **20 May 2024 - 16:00 CET**.

Tenders must be signed by a duly authorised representative of the tenderer.

The period of validity of the tender, during which tenderers may not modify the terms of their tenders in any respect, is six months from the reception deadline.

Submission of a tender implies acceptance of all the terms and conditions set out in the call for tenders (invitation letter, tender terms of reference and draft contract) waiving of the tenderer's own general or specific terms and conditions. The submitted tender is binding on the tenderer whom the contract is awarded to for the whole duration of the contract.

All costs incurred for the preparation and submission of tenders are to be borne by the tenderers and will not be reimbursed.

Upon request, UIC may provide additional information solely for the purpose of clarifying the procurement documents.

UIC is not bound to reply to requests for additional information received less than six working days before the date of receipt of tenders indicated above.

UIC may, on its own initiative, inform interested parties of any error, inaccuracy, omission, or any other type of clerical error in the text of the procurement documents.

Should obvious clerical errors in the tender need to be corrected or confirmed with regards to any specific or technical element after the opening of tenders, UIC shall reserve the right to contact the tenderer. This shall not lead to substantial changes to the terms of the submitted tender.

Invitation to tender is in no way binding on UIC. UIC's contractual obligation commences only upon signature of the contract with the successful tenderer.

Up to the point of signature, UIC may cancel the award procedure at any moment, without the candidates or tenderers being entitled to claim any compensation. This decision must be substantiated, and candidates or tenderers notified.

Once UIC has received the tender, it becomes the property of UIC. Tenders shall be treated confidentially. Tenderers will be informed in writing of the outcome of the procurement procedure, by e-mail provided in the application.

If processing the call for tenders involves recording and processing personal data (such as names, addresses and CVs), such data will be processed pursuant General Data Protection Regulation (GDPR) and to French Law on the protection of personal data. Unless otherwise indicated, tenders' replies to the questions and any personal data requested are required to evaluate tenders in accordance with the specifications of the invitation and shall be processed for that sole purpose by the UIC staff in charge of the procurement. Tenders have the right to access, modify, rectify or delete their personal data (Article 34 of the French Data Protection Act of 6 January 1978) by sending a message to the UIC Data Protection Officer (DPO) at dpo@uic.org While doing so, please include a photocopy of both sides of your ID document or passport.

Note: Please be informed that this tender is a UIC document compliant with the UIC Statutes, Internal Regulations and internal procedures related to suppliers' management. It does not fall under the French public procurement law.

CALL FOR TENDERS TERMS OF REFERENCE

Union Internationale des Chemins de fer
International Union of Railways - UIC
16, rue Jean Rey, 75015 Paris, France



INTERNATIONAL UNION
OF RAILWAYS

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ACRONYMS AND TERMINOLOGY

HYDROGEN

UIC

H2TR

IRS

**HYDROGEN RISKS ANALYSIS + SAFETY COMPARISON
WITH AMMONIA**

Union Internationale des Chemins de fer

Hydrogen Technology in the Railway

International Railway Solutions

TERMS OF REFERENCE

1. Preamble and Background

The International Union of Railways (UIC, Union Internationale des Chemins de fer) is the worldwide organisation for international cooperation among railways and promotion of rail transport at a global level. Founded in 1922, it currently gathers more than 200 members on all 5 continents, among them rail operators, infrastructure managers or vehicle keepers.

UIC maintains close cooperation links with all actors in the rail transport domain all around the world, including manufacturers, railway associations, public authorities and stakeholders in other domains and sectors whose experiences may be beneficial to rail development. The UIC's main tasks include developing innovation programmes to identify solutions for needs of the rail community, as well as preparing and publishing a series of documents known as IRS (International Railway Standards, an evolution of the so-called UIC Leaflets) that facilitate the implementation of the innovative solutions.

The specific areas of activity of UIC are:

- Promote railway interoperability, improve the overall coherence of the rail system and create new world standards for railways (including common standards with other transport modes);
- Develop and facilitate all forms of international cooperation among its railway members, providing forums and platforms for the sharing of best practices and the benchmarking of outcomes.
- Propose new ways to improve the technical and environmental performance of rail transport, with the objective to optimise costs and to contribute to environmental sustainability.

On average about 57% of the lines in Europe-27 electrified as of 2021 [Source: www.statista.com]. There are more restrictions applied to the diesel engine operations [e.g.: in some countries like Germany and U.K., they announced their decisions to phase out the diesel-powered trains before 2040]. The installation of catenary power systems is only justified in areas with high traffic density due to its relatively high capital cost required. Growing needs to find alternatives replacing diesel engines: hydrogen driven trains tested on small scale.

The European Union is in pursuit of the use of hydrogen in transport, particularly in rail. Many rolling stock manufacturers are developing hydrogen locomotives and other technologies, which are advancing at a very rapid pace. Therefore, hydrogen is a reality and the UIC launches this project to study the operational and safety part with an aim to provide more understandings on the risks and their mitigation measures to the UIC members when they plan to adopt this new technology into their railway context for their better decisions.

To support this project HYDROGEN_RISKS, the UIC wishes to procure the services of a consultant or engineering organization, a generic study that will allow to prepare the risk analysis for different scopes regarding the use of hydrogen: production, storage, distribution, consuming and waste management.

SCOPE OF THE WORK:

This project aims to take advantage of being at the initial stage of development of hydrogen technologies to carry out:

- Consolidated risks analysis results, which will include the identification of hazards in the railway operation and maintenance as well as mitigation measures accordingly,
- Harmonization of H2 processes integrating risk control measures,
- Shared and adaptable by any stakeholder with own “driving change”,
- Equal, safe and efficient integration of H2 into worldwide railway operations.

In addition, with that work program, it is agreed with the current UIC Project H2TR, that it would be beneficial to make a full safety comparison between Hydrogen and Ammonia.

The main benefits are:

- Enhance safety and performance of the system by retracting the barriers reluctant to H₂.
- Improve operational performance with environmental excellence for tomorrow’s green world, for all H₂ applications.

2. Contracting party

The contract for this study will be managed by the International Union of Railways (UIC), headquartered at 16 rue Jean Rey, 75015 PARIS, FRANCE, Intracommunity VAT number FR43784601841, represented by Mr. François DAVENNE, Director General.

3. Project Activities

The Consultant or engineering organization (contractor from now on) is required to undertake the following key tasks:

1. State of the art. Look for the national rules, standards, good practices and experiences in the use of H₂ in railways.
 - List of technical possibilities in the production, distribution and use of hydrogen, ammonia, etc.
 - UIC is a worldwide organization, so the state of the art shall include not only Europe.
 - The state of the art will consider especially the information from the UIC Project H2TR.
2. Coordinate a dedicated task force with experts that will allow the best share of experiences, with efficient practical/potential arrangements.
3. Provide a report or guidelines for risk analysis, from design/technical measures and operational adaptations, with a safety comparison between Hydrogen and Ammonia. The risk analysis shall have a holistic perspective, taking into account the Infra Managers and Rail Undertaking points of view.
 - Qualitative methods could be proposed at the beginning, but the results should be provided by quantitative or semi-quantitative methods, classifying the risks with their mitigations depending on severity and probability.
 - A proposal of risk analysis method should be proposed by the contractor in the tender, but it will be discussed at the expert task force as well.
 - Risk analysis shall include all Hydrogen processes (production, storage, distribution, consuming and waste management).
 - An application case will be done.
4. To support UIC in communication to external working parties.

The kickoff meeting for the consultant will be held in Paris, at the UIC Headquarters, on 12th June from 9h to 16h. The consultant shall be during the meeting for a first meeting with UIC and HYDROGEN RISKS participants.

4. Organization Of The Work

The HYDROGEN RISKS group of experts will oversee the work. The project manager who will be the main day-to-day point of contact for the Consultant or engineering organization will be from UIC.

Four milestones will mark the development of the work over the two-year duration of the project. For each of the milestones, a group meeting will be held, organized by the consultant or engineering organization.

Phase 1 = Benchmarking

Under the UIC umbrella, collection of existing international “literature” related and, inside the group of experts, look for the Return of Experiences / Lessons learnt / Best practices.

This document will study, in priority, safety issues. The most important goal is to provide safety barriers for the railways community and assess how they work. There shall be a safety comparison between Hydrogen and Ammonia, and possible other technologies.

The UIC H2TR Project documentation will be provided by the UIC to the contractor, who will treat it confidentially.

National rules. HYDROGEN RISKS Members would provide their technical information and national rules. Because it would be written in several languages (Spanish, French, Italian, German, or Dutch), the contractor would be allowed to use automatic translation.

Benchmarking should also consider the different ways of storage H₂, distribution and wasting H₂ by locomotives.

Minimum phase requirements: Benchmarking must be complete, at least in the countries of the participants (Spain, France, Italy, Germany, Netherlands and USA). Comparison between European regulatory frameworks are required.

Deliverables

- Technical Report summarizing the state-of-the-art good practices / national rules. Benchmarking and comparison between the use of hydrogen and ammonia.

Sequence of meetings:

Once per month on average, around 6 months duration. Videoconferences mainly.

Phase 2 – Risk Analysis Methodology

This is the core phase of the project. The consultant will propose to the expert task force the selected methodology for carrying out the risk analysis, always quantitative or semi-quantitative.

In a consensual manner, regarding the steps of use of H₂ and ammonia described in phase 1, the consultant will develop a methodological approach for doing a risk analysis from a holistic perspective. Holistic means independent from the IM and RU point of view.

The guideline from design/technical measures to operational adaptations, will include a safety comparison between Hydrogen and Ammonia.

Sequence of meetings:

Once per month on average, around 6 months. Videoconferences mainly.

Minimum phase requirements: Risk matrix, barriers and mitigation measures agreed by HYDROGEN RISKS experts.

Deliverables

- Methodological approach for the holistic Risk Analysis of H₂ as energy for trains.

Phase 3 – Example of the methodology application

As usual, the best way to explain the methodology is by developing a practical case. To do this, one of the members of HYDROGEN RISKS will volunteer to develop the risk analysis in its network, considering the H₂ production centers, distribution and storage networks, as well as the reality of its railways and trains.

Only if all the necessary data cannot be provided, the consultant will make the necessary premises, always agreed with the task force of experts.

The recommendations shall include the RAMS requirements in all hydrogen and ammonia equipment.

Sequence of meetings:

Once per month on average, around 6 months duration. Videoconferences mainly.

Minimum phase requirements: Apply the previous risk matrix, barriers and mitigating actions to a country.

Deliverables

- Application of the methodological approach for the holistic Risk Analysis of H₂ as energy for trains

Phase 4 – Harmonization and publishing.

One of the main objectives of the UIC is the harmonization of the operational rules, technical requirements and interoperability. To this purpose, the advancement of this phase will be to provide the UIC community with the International Railway Solution (IRS) that includes the results of the study and the methodology for the analysis of Hydrogen risks.

During the harmonization phase, the contractor will be responsible for the proper development of the document, considering the observations of the expert working group, the external and the internal (UIC) standardization needs.

Sequence of meetings:

Once per month on average, around 6 months duration. Videoconferences mainly.

Minimum phase requirements: This stage is accepted once the IRS review process has been fully completed.

Deliverables

- International Railways Solution (IRS) on Risk Analysis Methodology for Hydrogen for trains.

5. Orientation Resources Needed

These are the (indicative) technical profiles needed to develop the HYDROGEN RISKS project, amounts **2 years** of duration of the project:

- ✓ Engineer degree with strong skills in safety risks analysis and railways infrastructure subsystems as project officer on Infrastructure.
- ✓ Engineer degree with strong skills in rolling stock subsystem as project officer on Rolling Stock.
- ✓ Engineer degree with strong skills in Hydrogen technologies and industry process as project officer on Hydrogen uses.

- ✓ Engineer master's degree with experience in global railways projects as head of technical office.
- ✓ Complete access to the main standards and technical bibliography about railways.
- ✓ Fluent English skills.
- ✓ Be able to attend some (2-3) meetings in Europe per year. As it is said, the main meetings are going to be held by videoconference, but the contractor may be asked to attend some meetings in Europe.

6. Financial offer

The financial offer for the work described above must be all inclusive, i.e. including travel and subsistence costs, etc.

7. Applicable language and confidentiality

All communication will be in English. All documents and the toolbox will have to be delivered in English.

The draft material as well as the final outcome of the work of the contractor shall be treated confidentially and not disclosed to any third party without the explicit consent of UIC.

8. Content of the tender

The tender must contain the following:

- An application letter signed by the Authorised Representative of the tenderer. In the case of a joint tender, the application letter shall be signed by the leader, who will then be the single point of contact.
- a Power of Attorney in case of joint tender.
- a technical offer.
- a financial offer.

9. Participation

Participation in this procurement procedure is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

10. Joint tenders

A joint tender is a situation where a tender is submitted by a group of economic operators (natural or legal persons).

Joint tenders may include subcontractors in addition to the members of the group. In case of joint tender, all members of the group assume joint and several liability towards UIC for the performance of the contract as a whole, i.e. both financial and operational liability. Nevertheless, tenderers must designate (through a power of attorney signed by each member) one of the economic operators as a single point of contact (the

leader) for administrative and financial aspects as well as operational management of the contract.

After the award, UIC will sign the contract with the leader on behalf of all members of the group, authorised by the other members via powers of attorney.

11. Subcontracting

Subcontracting is permitted but the Contractor will retain full liability towards the Contracting Authority for performance of the contract as a whole. Tenderers are required to identify subcontractors whose share of the contract is above 20 % and those whose capacity is necessary to fulfil the selection criteria. During contract performance, the change of any subcontractor identified in the tender or additional subcontracting will be subject to prior written approval of UIC.

12. Selection process and Timing

The consultants will have to provide their offers via email to cabrera@uic.org and demarco@uic.org not later than **20 may 2024 16:00 CET**.

During the process, additional questions can be addressed in writing to cabrera@uic.org and demarco@uic.org, no later than six working days before the date of receipt of tenders indicated above.

UIC may publish a Frequently Asked Questions (F.A.Q.) document and / or Tender updates in the Procurement section of the UIC website (<https://uic.org/procurement>), this is up to the tenderer to check regularly this section for any updates.

13. Award Criteria

The contract will be awarded based on the most economically advantageous tender, according to the 'best price-quality ratio' award method. The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points (see grid below).

1. Understanding of and previous experience with the topic

(30 points – minimum threshold 15 points)

2. Quality of the proposed methodology

(40 points – minimum threshold 20 points)

3. Organisation of the work and resources

(20 points – minimum threshold 10 points)

4. Quality control measures

(10 points – minimum threshold 5 points)

N°	CRITERIA	TENDERER X	TENDERER Y	TENDERER Z	MAXIMUM POINTS	MINIMUM THRESHOLDS
1.	Understanding of and previous experience with the topic	0	0	0	30	15
	<i>30 points – minimum threshold 15 points</i>					
	Clarity and pertinence of the objectives					
	Previous experience in hydrogen projects					
	Previous experience in railway safety projects/Safety certification body					
2.	Quality of the proposed methodology	0	0	0	40	20
	<i>40 points – minimum threshold 20 points</i>					
	Relevance of the proposed methodology					
3.	Organisation of the work and resources	0	0	0	20	10
	<i>20 points – minimum threshold 10 points</i>					
	Quality and effectiveness of the work plan (Gantt chart)					
4.	Quality control measures	0	0	0	10	5
	<i>10 points – minimum threshold 5 points</i>					
	Appropriateness of the quality management plan					
	Appropriateness of the risk management plan	0	0	0	5	
TOTAL		0	0	0	100	70

Scoring	Question Score			
	Out of 5 points	Out of 10 points	Out of 15 points	Out of 20 points
Exceptional demonstration by the Candidate of the relevant capability, understanding, skills, resource, and quality systems required to meet the requirements. Response identifies factors that will offer added value, with strong evidence to support the response.	5	10	15	20
Above acceptable demonstration by the Candidate of the relevant capability, understanding, skills, resource, and quality systems required to meet the requirements. Response identified factors that will offer added value, with evidence to support the response.	4	8	12	16
Acceptable demonstration by the Candidate of the relevant capability, understanding, skills, resource, and quality measures required to meet the requirements, with adequate evidence to support the response.	3	6	9	12
Some minor reservations of the Candidate's relevant capability, understanding, skills, resource, and quality systems required to meet the requirements, with little or no evidence to support the response.	2	4	6	8
Considerable reservations of the Candidate's relevant capability, understanding, skills, resource, and quality systems required to meet the requirements, with insufficient evidence to support the response.	1	2	3	4
Insufficient information provided to demonstrate that the Candidate has the capability, understanding, skills, resource, and quality systems required to meet the requirements, with insufficient or no evidence to support the response.	0	0	0	0

14. Ranking of tenders

Tenders must score minimum 50% for each criterion and sub-criterion, and minimum 70% in total. Tenders that do not reach the minimum quality levels will be rejected and will not be ranked.

Applicants shall specify to what extent they can meet each individual criterion in the tender, providing example of previous work whenever possible.

No right of appeal shall exist on the selection procedure or its outcome.

The contract will be awarded to the most economically advantageous tender, i.e. the tender offering the best price-quality ratio determined in accordance with the formula below. A weight of 70/30 is given to quality and price.

Score of tender T = (cheapest price) / (price of tender T) * 100 * 30% + (total quality score out of 100 for all award criteria of tender T) * 70%

15. Contestation of the selected tender

Seeing that this tender does not fall under the French public procurement law, UIC reserves the right to select the most appropriated tender in compliance to its needs and criteria previously assessed.

Contestations of the selected tender may be addressed to the contact person for the tender within 10 (ten) calendar days following the announcement of the results. Nevertheless, UIC is not bound to accept them, nor to give a written answer.

These Terms of Reference are a UIC document compliant with the UIC Statutes, Internal Regulations and internal procedures related to suppliers' management.

16. Tenders confidentiality

Within this framework, UIC undertakes to respect confidentiality and privacy of all information received from and/or exchange with tenderers.

17. Draft contract for the provision of services

CONTRACT FOR THE PROVISION OF SERVICES

Between:

The International Union of Railways (UIC), an association under French law, headquartered at 16, rue Jean Rey, F-75015 Paris, EU VAT number FR 43784601841, SIRET (French business registration number) 784 601 841, represented by Mr. François Davenne, Director General,

hereinafter referred to as “UIC” or “the Customer”,

on the one hand,

and

Company X, legal form of the company,, headquartered at, EU VAT number, business registration identification number (SIRET in France), represented by.....with full power to sign on behalf of the company,

hereinafter referred to as “the Service Provider”, recognised for its technical skills and expertise in the domain of the present Contract,

on the other hand,

identified hereinafter as “the Parties” or individually as a “Party”,

have agreed on the terms hereafter:

Article 1. Purpose and nature of the Contract

The purpose of this Contract is to define the rights and obligations of the Parties resulting from the performance by the Service Provider of Services within the framework of UIC Project no. relating to

It is clear from the will of the parties that this contract is intended to formalise the provision of services and in no way constitutes an employment contract involving a relationship of subordination. The Service Provider shall execute the Services as an independent contractor. The Service Provider and its employees and agents cannot be considered as employees and/or agents of UIC. Furthermore, the contract may not be interpreted as establishing a partnership or joint company between the Parties.

Article 2. Entry into force, duration and end of Services

The Contract shall take effect on for a duration of months.

Article 3. Description of Services, place of performance, methods and schedule of implementation

3.1 Description of Services

The Service Provider undertakes to provide the Services described below, which UIC accepts.

The Services are of an intellectual nature, and more specifically: XXXXXX.

The Services covered under this Contract, as well as the format for submission of work, are defined and detailed in Annex A to this Contract.

3.2 Methods of performance of the Services

The Service Provider is responsible for the performance of the Services covered by this Contract and exercises direct and permanent control over its employees: the Service Provider organises and performs the Services by involving its own staff and/or by calling upon specialists or external bodies under the conditions set out below.

The Services shall be performed under the responsibility of Mr or Ms XY, who is in charge of composing their team.

The Service Provider undertakes to have the Services performed by qualified personnel, duly accepted by UIC prior to the start of the Contract. In the event that a person in charge of performing the Services becomes unavailable for any reason whatsoever, the Service Provider undertakes to immediately appoint a person on a temporary basis and to appoint a permanent employee of equivalent competence, duly accepted by UIC, within eight days of the occurrence of this event.

Subcontracting by the Service Provider shall be authorised only with the express written consent of UIC. In such cases, the Service Provider shall ensure that its subcontractors comply with the obligations arising from the French Labour Code, as well as those referred to in Article 7, as recalled in this Contract.

3.3 Schedule for performance of Services

The Services must be performed in accordance with the schedule in Annex A.

In the event of a delay in the performance of its Services on the basis of the deadlines scheduled and for reasons for which it is responsible, the Service Provider may, without prior notice, have to pay a penalty for the delay to UIC, corresponding to the amount indicated per working day of the delay and specified in Annex B.

Any event relating to a case of force majeure within the meaning of Article 1218 of the French Civil Code (including a pandemic) shall be liable to give rise to a suspension of the obligation affected by force majeure, and the Service Provider shall be relieved of its obligation accordingly.

If the impediment is permanent or exceeds XXX weeks/months, the Contract shall be terminated automatically and the Service Provider shall be relieved of its obligation accordingly.

Article 4. Financial clauses: Fees – travel costs – invoicing and payment

4.1 Fees

In return for performance of the Services, UIC undertakes to pay the Service Provider an all-inclusive fee in the form of an overall flat-rate sum of (.....) euro excl. tax, this amount to be considered final (*amount in letters and figures*).

The applicable VAT rate is the rate in effect on the day the invoices are issued.

Multiple invoices	<p>The Service Provider shall issue XX invoices for services rendered as follows:</p> <p>A first invoice in the amount of shall be sent to UIC upon signature of this Contract and shall be paid as a deposit for the start of Service provision.</p> <p>Subsequent invoices shall be paid by UIC in accordance with the schedule shown in Annex B.</p>
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In the event that this Contract is terminated before its term for any reason whatsoever or in the event of force majeure, the Service Provider shall close the accounts and prepare an invoice for expenses incurred not covered by any previous invoices, and shall present it to UIC for payment. In the event of termination for a fault on the part of the Service Provider, UIC shall retain the possibility of claiming all compensation to remedy the damage suffered as a result of such termination.

4.2 Travel expenses

Non-reimbursement of travel costs by UIC	The Service Provider shall bear travel and accommodation expenses costs incurred, these being deemed to be included in its payment.
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4.3 Payment

Net payment shall be made by transfer sixty (60) days from the date of issue of the invoice, or thirty (30) days from the date of receipt of the invoice for members of the BCC.

The invoice must include the following information:

- Name of the bank
- IBAN code
- BIC
- EU VAT number

Article 5. General obligations of the Service Provider

In general, the Service Provider declares and guarantees compliance with all French and Community laws and regulations applicable to it listed in Annex C.

Article 6. Ownership of work

All results and work produced under this Contract are the exclusive property of UIC, excluding any possibility of transfer of ownership by the Service Provider for any reason whatsoever. The work shall be acquired as and

when it is carried out in return for the fees referred to in Article 4.1 or, if the Contract is terminated, on the date of termination, provided that this work is paid for.

In return for the fees indicated in Article 4.1, the Service Provider grants to UIC, as well as to its beneficiaries, exclusively and throughout the world, all copyrights, including all reproduction rights on all known media, including placement online on a service accessible by digital data transmission network, in particular the Internet, for the duration of copyright protection granted by the regulations in force, international conventions and all judicial and arbitration decisions.

The Service Provider guarantees the peaceful exercise of the rights thus assigned against all claims or loss of rights and undertakes to compensate UIC for any expenses or damages which may result therefrom.

Article 7. Professional secrecy and obligation to exercise discretion

The Service Provider guarantees compliance on the part of its duly authorised employees, agents or subcontractors with the undertaking of confidentiality set out above within the meaning of Article 1204 of the French Civil Code.

The Service Provider acknowledges that it is bound by professional secrecy and the obligation of discretion in all matters relating to the facts, information, data, studies and decisions that have been communicated to it or that have come to its knowledge during performance of its Services. In particular, it shall refrain from any written or verbal communication on these subjects and shall not provide any documents to third parties without the prior consent of UIC.

Article 8. Liability and insurance

In the event of an accident occurring as a result of the performance of this Contract, UIC and the Service Provider provide an undertaking to their respective personnel to settle reparations for victims and social security within the framework of common law liability.

The Service Provider shall take out the necessary insurance to cover the risks involved in performance of the Services covered under this Contract, as well as those of any subcontractors, and undertakes to provide the certificates to UIC if so requested by the latter.

UIC has taken out an insurance policy to cover its civil liability.

Article 9. Completion, rescinding or termination of the contract

The present Contract may be terminated in the following circumstances:

- a) Due to full performance of the service (see Article 2)
- b) At any stage of completion of the contract if jointly agreed in writing by UIC and the Service Provider
- c) In the event of force majeure under the conditions provided for in Article 3.4
- d) At the request of one of the parties in the event of total or partial non-performance by the other party of its obligations, not resolved within a reasonable period of time as notified by registered letter registered with acknowledgement of delivery. If performance continues after the expiration of this period, a letter shall be sent to the defaulting party to notify it of the termination of the contract and the reasons for the termination.

Article 10. Non-solicitation of personnel

In the course of the execution of the present Contract, UIC undertakes not to approach, either directly or indirectly, any of the Service Provider’s staff participating in the work with an offer of employment unless previously agreed in writing by the Service Provider.

Article 11. Miscellaneous

The Contract constitutes the entire agreement between the Parties. It cancels and replaces any agreement, letter or other previous document of the same purpose. Amendments to any one of the provisions of the Contract shall be laid down in an addendum signed by both Parties. Any clause invalidated by a court decision shall not invalidate the other clauses of the Contract.

Article 12. Applicable law – language of the contract – jurisdiction clause

The Contract is drawn up in the English language and is governed by French law.

In the event of a dispute relating to the interpretation or execution of the present Contract which the parties cannot resolve amicably through conciliation, the dispute shall be referred to the law court of Paris, which shall have exclusive jurisdiction.

Signed in in copies on

Signatures of the parties

For UIC

For the Service Provider

Annex A

Service description and schedule

PHASE 1

- Description
- Date
- Results to be delivered and format

PHASE 2

- Description
- Date
- Results to be delivered and format

FINAL PHASE

- Description
- Date
- Final results to be delivered and format

Annex B

FORECAST OF ALL TRAVEL AND ACCOMMODATION EXPENSES INCURRED BY THE SERVICE PROVIDER

Not applicable

PENALTIES

Annex C

[IF THE SERVICE IS WHOLLY OR PARTIALLY PERFORMED IN FRANCE]

The Service Provider shall undertake to provide UIC with:

- A certificate, less than six months old, of provision of social declarations and payment of social security deductions and contributions as provided for in Article L. 243-15 from the social welfare agency responsible for collecting deductions and contributions, the authenticity of which shall be checked with the social security contribution collection body.
- As part of efforts to combat the employment of foreign nationals without a work permit, the Service Provider shall submit the documents referred to in articles L8254-1 and D8254-1 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract, to include the list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in Article [L. 5221-2](#), specifying for each employee:
 1. his or her date of hire;
 2. his or her nationality;
 3. the type and serial number of the document constituting his or her authorisation to work.

Annex D

**CERTIFICATE CONFIRMING THAT CLANDESTINE
WORKERS ARE NOT EMPLOYED**

Checks carried out prior to conclusion of a
subcontracting agreement or contract for the provision of services

French Decree 92-508 of 11 June 1992

Confirmation upon signature of the contract. After this time, any order shall be deemed unwritten.

Name or corporate name of the company _____, represented by
_____ acting as _____.

The undersigned certifies that it is compliant with the obligations of the French Labour Code relating to illegal work and, in accordance with the provisions of the French Decree of 11 June 1992, undertakes to attach the following documents to this sheet:

1. Choice of:

Certificate, less than one year old, of provision of social declarations from the social welfare agency (URSSAF, etc.) responsible for collecting social contributions.

Tax assessment notice relating to business tax for the previous year.

Certificates proving that the company is meeting its obligations with regard to Articles 52, 53, 54 and 259 of the French Code of Public Procurement.

Financial guarantee certificate (temporary employment agencies only).

2. As well as one of the two following documents:

An extract of the entry in the French Companies Register (K or K bis).

An identification card providing evidence of registration in the French Trades Register.

If the company is established or domiciled abroad, attach as required:

A document indicating the identity and address of the person representing the company to the French tax authorities.

A document confirming that the company is meeting its obligations with regard to social conditions and personnel.

A document certifying that the subcontractor has been registered in a professional register in its country of origin where such registration is compulsory.

Furthermore, the undersigned certifies on its honour that the service provided for in the Contract shall be carried out by personnel employed in accordance with labour legislation and in particular with articles L 3243-1, L3243-2, L 3243-4, L 1221-10, L 1221-13 and L 1221-15 of the French Labour Code.

Signed in on

Signature and company stamp

<p>French Service Provider and service performed in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions arising from the French Labour Code, particularly those relating to the prohibition of undeclared work arising from Articles L.8221-3 et seq. of said Code, and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-1 of the French Labour Code:</p> <ol style="list-style-type: none"> 1. A certificate, less than six months old, of provision of social declarations and payment of social security deductions and contributions as provided for in Article L. 243-15 from the social welfare agency responsible for collecting deductions and contributions, the authenticity of which shall be checked with the social security contribution collection body. 2. When registration of the co-contractor in the Companies Register or in the Trades Register is compulsory or in the case of a regulated profession, one of the following documents: <ol style="list-style-type: none"> a) An extract of the entry in the French Companies Register (K or K bis); b) An identification card providing evidence of registration in the French Trades Register; c) An estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the registration number in the French Companies Register, French Trades Register or a list or table of a professional body or a reference to accreditation issued by the competent authority are indicated; <p>A deposit slip for filing the declaration with a business start-up centre (CFE) for people in the process of registering.</p> <p>Furthermore, as part of efforts to combat the employment of foreign nationals without a work permit, the Service Provider shall submit the documents referred to in Articles L8254-1 and D8254-1 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract:</p> <p>The list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in Article L. 5221-2, specifying for each employee:</p>
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	<ol style="list-style-type: none"> 1. his or her date of hire; 2. his or her nationality; 3. the type and serial number of the document constituting his or her authorisation to work.
<p>Service Provider established outside France and service performed in whole or in part in France</p>	<p>In particular, the Service Provider declares that is it compliant with the provisions of Articles L.8221-3 et seq. of the French Labour Code relating to the prohibition of undeclared work and certifies that the Services covered by the Contract shall be performed in accordance with the labour legislation in force.</p> <p>Thus, in application of Article D8222-7 of the French Labour Code, if the Service Provider is required to perform all or part of its Services on French territory, it must submit to UIC, when the Contract is concluded and every six months until the end of its execution, all of the following documents so that UIC is deemed to have carried out the verifications required by Article L. 8222-4 of the French Labour Code:</p> <ol style="list-style-type: none"> a) A document indicating its individual identification number assigned in application of Article 286b of the French General Tax Code. If the co-contractor is not obliged to have such a number, a document indicating its identity and address or, where applicable, the contact details of its ad hoc tax representative in France; b) A document, less than six months old, confirming that the Service Provider is meeting its obligations with regard to social conditions with regard either to Regulation (EEC) No 1408/71 of 14 January 1971 or to an international social security agreement or, failing that, a certificate of social security declarations from the French social welfare agency responsible for collecting the social security contributions incumbent on the Service Provider; c) In addition, if registration in a professional register is compulsory for the Service Provider in the country of its establishment or domicile, either: <ol style="list-style-type: none"> i) a document from the authorities keeping the professional register or an equivalent document certifying registration; ii) an estimate, advertising document or professional correspondence, provided that the name or company name, the full address and the type of registration in the professional register are indicated; iii) or, for companies in the process of being created, a document less than six months old from the authority empowered to receive entries for registration in the professional register and certifying the application for registration in said register.

Furthermore, as part of efforts to combat the employment of foreign nationals without a work permit, the foreign Service Provider posting foreign employees on French territory shall submit the documents referred to in Articles L8254-1 and D8254-3 et seq. of the French Labour Code on the day of signature of the Contract and every six months until completion of performance of the Contract:

The list of names of foreign employees employed by the Service Provider and subject to work authorisation as provided for in article [L. 5221-2](#), specifying for each employee:

1. his or her date of hire;
2. his or her nationality;
3. the type and serial number of the document constituting his or her authorisation to work.